

June 28, 1999

RECORDS AND REPORTING

JUN 28 AM 9:09

RECEIVED FPSC

**BY HAND DELIVERY**

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

990831-TP

Re: Notice of Adoption of MCImetro/BellSouth Interconnection Agreement (Except Attachment VIII) and Request for Approval of WTI/BellSouth Agreement

Dear Ms. Bayo',

WorldCom Technologies, Inc. (WTI) and BellSouth Telecommunications, Inc. (BellSouth) hereby submit their Agreement (WTI/BellSouth Agreement) in which they (i) adopt the Terms and Conditions and Attachments (with the exception of Attachment VIII) of Exhibit 1, the MCImetro Access Transmission Services, Inc. Interconnection Agreement with BellSouth dated June 19, 1997 (MCIIm Agreement); and (ii) agree to the Terms and Conditions set forth in Exhibit 2 of the WTI/BellSouth Agreement in lieu of Attachment VIII of the MCIIm Agreement. WTI submits one original and five copies of the WTI/BellSouth Agreement.

By this filing WTI provides notice to the Florida Public Service Commission of WTI's adoption of the MCIIm Agreement pursuant to Section 252(i) of the Telecommunications Act of 1996. Further, WTI and BellSouth request that the Commission approve, pursuant to Section 252(e) of the Act, the WTI/BellSouth Agreement, including in particular the Terms and Conditions set forth in Exhibit 2 of the Agreement, which have been agreed upon through negotiation.

Sincerely,

*Donna Canzano McNulty*  
Donna Canzano McNulty

cc: Nancy Sims (cover letter only),

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*[Signature]*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
**07785 JUN 28 99**  
FPSC-RECORDS/REPORTING

## AGREEMENT

This Agreement, which shall become effective as of the 1st day of December, 1998, is entered into by and between WorldCom Technologies, Inc., ("WTI") a Delaware corporation, on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement; and

**WHEREAS**, WTI has exercised its rights under section 252(i) and has chosen in its entirety, with the exception of Attachment VIII, the Terms and Conditions and Attachments of the MCImetro Access Transmission Services, Inc. ("MCI") Interconnection Agreement which was executed between BellSouth and MCI dated June 19, 1997 for the state of Florida (Exhibit 1 hereto); and

**WHEREAS**, through negotiation, WTI and BellSouth have agreed to the Terms and Conditions set forth in Exhibit 2 for Business Processes in Lieu of Attachment VIII to the June 19, 1997 Agreement between MCI and BellSouth.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, WTI and BellSouth hereby agree as follows:

1. WTI and BellSouth shall adopt in their entirety the following Terms and Conditions and attachments to the Florida BellSouth/MCI Interconnection Agreement dated June 19, 1997 and any and all related amendments to said attachments executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement, or thereafter.

Description	Attachment Number
General Terms & Conditions Part A	
General Terms & Conditions Part B	
Price Schedule	Attachment I
Local Resale	Attachment II
Network Elements	Attachment III
Interconnection	Attachment IV

Collocation	Attachment V
Rights of Way (ROW), Conduits and Pole Attachments	Attachment VI
Number Portability	Attachment VII
Security Requirements	Attachment IX
Credits for Performance Standards Failures	Attachment X

The above Terms and Conditions and attachments to the Florida BellSouth/MCIIm Interconnection Agreement and all the related amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. References to MCIImetro in Exhibit 1 shall be read as WTI.

2. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 3, Part A of the Florida BellSouth/MCIIm Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 3, Part A of the Florida BellSouth/MCIIm Interconnection Agreement, the effective date shall be June 19, 1997.

3. WTI and BellSouth shall accept and incorporate any amendments to the Florida BellSouth/MCIIm Interconnection Agreement, which relate to the above attachments and Terms and Conditions, executed as a result of any final judicial, regulatory, or legislative action.

4. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**

Sales – Assistant Vice President  
MCIIm Account Team  
Suite 402  
1960 W. Exchange Place  
Tucker, GA 30084

Copy to                   General Attorney - COU  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**WorldCom Technologies, Inc.**

Attention: Vice President  
Eastern Telco and Line Cost Management  
MCI-WorldCom, Inc.  
2 Northwinds Center  
2520 Northwinds Parkway, 5<sup>th</sup> Floor  
Alpharetta, GA 30004

Copy to:                   Attention: Commercial Counsel  
8521 Leesburg Pike  
6<sup>th</sup> Floor  
Vienna, VA 22182  
Fax: (703) 918-0710

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

6.       The Parties further agree to the terms and conditions set forth in Exhibit 2 for Business Processes which are incorporated herein by reference.

7.       The Parties acknowledge that this Agreement is intended, in part to replace the Interconnection Agreement between BellSouth and MFS Communications Company, Inc. dated August 26, 1996, (the "MFS Agreement"). As of the date of execution of this Agreement, no orders shall be provisioned under the MFS Agreement.



BellSouth Telecommunications, Inc.



Signature

Jerry D. Hendry

Name

6/11/99

Date

WorldCom Technologies, Inc.



Signature

Ronald Beaumont

Name

June 16, 1999

Date

Exhibit 1

WorldCom Technologies, Inc.

and

BellSouth Telephone

Florida

Interconnection Agreement

**Stephen M. Klimacek**  
*General Attorney*

**BellSouth Telecommunications, Inc.**  
Legal Department - Suite 4300  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375-0001  
Telephone: 404-335-0780  
Facsimile: 404-658-9022

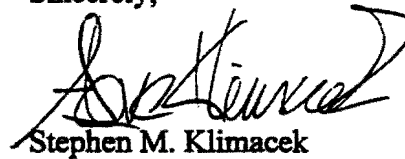
June 3, 1997

Jeremy Marcus  
MCI  
5th Floor  
780 Johnson Ferry Rd.  
Atlanta, GA 30342

Dear Jeremy:

Enclosed is an executed original of the Interconnection Agreement between MCI and BellSouth.

Sincerely,



Stephen M. Klimacek

Encl.

**AMENDMENT ONE DATED MAY 28, 1998  
TO  
MCI<sub>m</sub>/BELLSOUTH INTERCONNECTION AGREEMENT  
DATED JUNE 19, 1997**

MCI<sub>m</sub>metro Access Transmission Services, Inc. ("MCI<sub>m</sub>") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the MCI<sub>m</sub>/BellSouth Interconnection Agreement dated June 19, 1997 • ("Interconnection Agreement") pursuant to the Order of the Florida Public Service Commission issued on April 29, 1998 which establishes the recurring and non-recurring rates for certain unbundled network elements (UNEs).

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCI<sub>m</sub> and BellSouth hereby covenant and agree as follows:

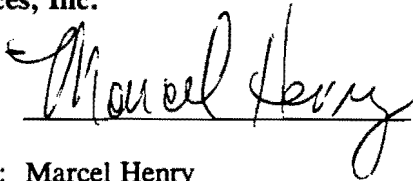
1. Based on the Order issued by the Florida Public Service Commission on April 29, 1998 in Docket No. 960757, 960833, 960846, the final rates for certain rate elements which were previously ordered as interim, pending filing of cost studies, were ordered by the Florida Public Service Commission. The rates as ordered are set forth in the Rate Tables attached hereto and incorporated herein as Exhibit A consisting of three pages delineating the recurring and non-recurring charges for:
  - a. Network Interface Device (NID) ;
  - b. 2 wire and 4-wire loop distribution;
  - c. 2-wire ADSL-compatible loop;
  - d. 2-wire and 4-wire HDSL-compatible loop;
  - e. Physical collocation;
  - f. Virtual collocation
  - g. Directory Assistance
  - h. Dedicated Transport;
  - i. 4-wire analog port
  
2. Attachment I of the Florida Interconnection Agreement is hereby amended to incorporate the final rates for those certain rate elements that were originally ordered as interim as set forth in Exhibit A of this Amendment.
  
3. All of the other provisions, including all other rates listed in Attachment I of the Florida Interconnection Agreement, dated June 19, 1997, shall remain in full force and effect.

4. Either or both of the Parties shall submit this Amendment to the Florida Public Service Commission on or before May 29, 1998 as ordered by the Florida Public Service Commission. However, the Parties acknowledge that the terms and/or rates of this Amendment were established pursuant to the afore-referenced Order of the Florida Public Service Commission. Any or all of the terms or rates of this Amendment may be altered or abrogated by a successful challenge to the Amendment and/or the Order requiring the Amendment and/or any order approving this Amendment as permitted by applicable law. By signing this Amendment, neither Party waives any right to pursue such a challenge.
5. Either or both of the Parties shall submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**MCImetro Access Transmission  
Services, Inc.**

By:

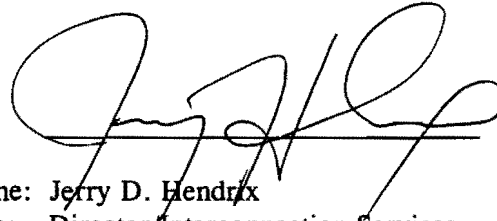


Name: Marcel Henry  
Title: Regional Vice President

Date: May 28, 1998

**BellSouth Telecommunications, Inc.**

By:



Name: Jerry D. Hendrix  
Title: Director-Interconnection Services-  
Pricing

Date: \_\_\_\_\_

**BELLSOUTH/MCI RATES - FLORIDA  
UNBUNDLED NETWORK ELEMENTS**

<b>NIDs</b>	
NID, per month	\$1.08
Installation of 2-Wire/4-Wire ALEC NID, NRC - 1st	\$70.32
Installation of 2-Wire/4-Wire ALEC NID, NRC - Add'l	\$54.35
NID to NID Cross Connect, 2-Wire or 4-Wire, NRC	\$6.15
<b>LOOP, INCLUDING NID</b>	
<b>2-Wire Asymmetrical Dig Sub Line (ADSL)/Compatible Loop, per mo</b>	\$15.81
NRC - 1 <sup>st</sup>	\$113.85
NRC - Add'l	\$99.61
<b>2-Wire High Bit Rate Dig Sub Line (HDSL)/Compatible Loop, per mo</b>	\$12.12
NRC - 1 <sup>st</sup>	\$113.85
NRC - Add'l	\$99.61
<b>4-Wire High Bit Rate Dig Sub Line (HDSL)/Compatible Loop, per mo</b>	\$18.24
NRC - 1 <sup>st</sup>	\$116.91
NRC - Add'l	\$101.71
<b>SUB-LOOPS</b>	
<b>Loop Distribution per 2-Wire Analog VG Loop (Incl NID), per month</b>	\$8.57
NRC - 1 <sup>st</sup>	\$78.29
NRC - Add'l	\$58.33
<b>Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month</b>	\$11.29
NRC - 1 <sup>st</sup>	\$112.07
NRC - Add'l	\$92.11
<b>UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)</b>	
<b>4-Wire Analog VG Port, per month</b>	\$9.14
NRC - 1 <sup>st</sup>	\$5.86
NRC - Add'l	\$5.86
<b>UNBUNDLED TRANSPORT</b>	
<b>Interoffice Transport - Dedicated - DS1</b>	
Interoffice Transport - Dedicated DS1 Level Interoffice per mile per mo	\$0.6013
Interoffice Transport - Dedicated DS1 - facilities term per mo	\$99.79
NRC - 1 <sup>st</sup>	\$45.91
NRC - Add'l	\$44.18
Interoffice Transport - Local Channel DS1, per month	\$44.35
NRC - 1 <sup>st</sup>	\$246.50
NRC - Add'l	\$230.49
<b>OPERATIONAL SUPPORT SYSTEMS (1)</b>	
<b>DIRECTORY ASSISTANCE SERVICES</b>	
<b>Directory Transport</b>	
Directory Transport - Local Channel DS1, per month	\$43.64
NRC - 1 <sup>st</sup>	\$242.45
NRC - Add'l	\$226.44
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	\$0.6013
Directory Transport - Dedicated DS1 Level Interoffice per fac term per mo	\$99.79
NRC - 1 <sup>st</sup>	\$45.91
NRC - Add'l	\$44.18
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 <sup>st</sup>	\$206.06
NRC - Add'l	\$4.71

## Physical Collocation Rates

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee/Planning Fee	Per Request	\$15.53	\$3,248
Space Preparation Fee	Per Request	NA	ICB
Space Construction			
Wire Cage	Per first 100 sq. Ft.	\$41.99	NA
Gypsum Board Cage	Per first 100 sq. Ft.	\$84.10	NA
Fire Rated Cage	Per first 100 sq. Ft.	\$99.73	NA
Wire Cage	Per add'l 50 sq. Ft.	\$4.14	NA
	Per add'l 50 sq. Ft.	\$9.35	NA
	Per add'l 50 sq. Ft.	\$11.30	NA
Floor Space/Land and Building	Per sq. Ft.	\$4.25	NA
Cable Installation	Per Cable	\$2.77	\$1,056
Cable Rack		\$22.94	NA
Power	Per Amp	\$6.95	NA
Cross Connects			
2-wire	Per 100 Circuits	\$5.24	\$1,157
4-wire	Per 100 Circuits	\$5.24	\$1,157
DS-1/DCS	Per 28 Circuits	\$226.39	\$1,950
DS-1/DSX	Per 28 Circuits	\$11.51	\$1,950
DS-3/DCS	Per Circuit	\$56.97	\$528
DS-3/DSX	Per Circuit	\$10.06	\$528
Optical Circuits	Per Connection	\$6.46	\$2,431
Security Escort			
Regular Time	Per ¼ hour	NA	\$10.89
Overtime	Per ¼ hour	NA	\$13.64
Premium Time	Per ¼ hour	NA	\$16.40
Security Access Cards	Per Request (5 Cards)	NA	\$85.12

## Virtual Collocation Rates

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee/Planning Fee	Initial Request	NA	\$4,122
	Add'l Cable Request	NA	\$1,249
Floor Space/Land and Building	Per Sq. Ft.	\$4.25	NA
Cable Installation	Per Cable	\$12.45	\$965
Cable Rack	Per ¼ Rack	\$2.24	NA
Power	Per Amp	\$6.95	NA
Cross Connects			
2-Wire	Per 100 Circuits	\$5.02	\$1,157
4-Wire	Per 100 Circuits	\$5.02	\$1,157
DS-1-DCS	Per 28 Circuits	\$226.39	\$1,950
DS-1-DSX	Per 28 Circuits	\$11.51	\$1,950
DS-3-DCS	Per Circuit	\$56.97	\$528
DS-3-DSX	Per Circuit	\$10.06	\$528
Optical Circuits	Per Connection	\$6.71	\$2,431
Virtual to Virtual Connection			
Fiber	Per Cable	\$.19	\$526.17
DS-1/DS-3	Per Cable	\$.17	\$134.46
Equipment Maintenance and Security Escort			
Regular Time	Per ¼ hour	NA	\$10.89
Overtime	Per ¼ hour	NA	\$13.64
Premium Time	Per ¼ hour	NA	\$16.40



**Part A**  
**General Terms & Conditions**

**MCImetro-BellSouth Florida Interconnection Agreement**

**MCImetro/BellSouth INTERCONNECTION AGREEMENT**

This Interconnection Agreement (the "Agreement"), effective [insert date], 199\_\_ (the "Effective Date"), is entered into by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Florida corporation, and MCImetro Access Transmission Services, Inc. ("MCI"), a Delaware corporation, and to establish the rates, terms and conditions for interconnection, local resale, ancillary services and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls ("Interconnection"); and

WHEREAS, MCI wishes to purchase Telecommunications Services for resale to others ("Local Resale" or "Services for Resale"), and BellSouth is willing to provide such service pursuant to the terms and conditions of this Agreement; and

WHEREAS, MCI wishes to purchase on an unbundled basis Network Elements, and BellSouth is willing to provide such services; and

WHEREAS, MCI wishes to purchase ancillary services such as access to poles, ducts conduits and rights of way and collocation of equipment at BellSouth's facilities on the terms and subject to the conditions of this Agreement; and

WHEREAS, the parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the applicable Rules and Regulations of the Federal Communications Commission ("FCC") in effect, and the orders, rules and regulations of the state regulatory body.

Now, therefore, in consideration of the terms and conditions contained herein, BellSouth and MCI hereby mutually agree as follows:

1.2.2 Left Blank Intentionally

**Section 2. Regulatory Approvals**

2.1 This Agreement, and any amendment or modification hereof, will be submitted to the state regulatory body for approval in accordance with Section 252 of the Act. Should the state regulatory body deny approval of the Agreement or any part thereof, the parties agree to consider whether any additional and appropriate judicial or administrative efforts are necessary to gain approval of said part or Agreement. If it is mutually determined that the part or Agreement must be renegotiated to gain approval by the state regulatory body, the parties agree to do so on an expedited basis. If the parties fail to reach agreement, either party may seek resolution pursuant to Section 23 (Dispute Resolution Procedures) of this Agreement.

2.2 In the event the FCC or the State regulatory body promulgates rules or regulations, or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, the parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the parties shall resolve their dispute under the applicable procedures set forth in Section 23 (Dispute Resolution Procedures) hereof.

2.3 In the event BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with MCIIm reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to MCIIm its proposed tariff and obtain MCIIm's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for MCIIm the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern the services provided hereunder that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.

2.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of MCIIm or BellSouth to perform any material terms of this Agreement, or in the event a judicial or administrative stay of such action is not sought or granted, MCIIm or BellSouth may, on thirty (30) days written notice (delivered not later than thirty (30) days following the date on which such action has become

**Section 5. Assignment and Subcontract**

5.1 Any assignment by either party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other party shall be void. A party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the party without the consent of the other party. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

5.2 If any party's obligation under this Agreement is performed by a subcontractor or affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or affiliates. No subcontractor or affiliate shall be deemed a third party beneficiary for any purposes under this Agreement.

**Section 6. Compliance with Laws**

All terms, conditions and operations under this Agreement shall be performed in accordance with all applicable laws, regulations and judicial or regulatory decisions of all duly constituted governmental authorities with appropriate jurisdiction, and this Agreement shall be implemented consistent with the applicable rules and regulations of the FCC and the state regulatory body in effect. Each party shall be responsible for obtaining and keeping in effect all FCC, state commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. In the event the basis for this Agreement (e.g., the Act, FCC Rules and Regulations, orders of the state regulatory body) is held to be invalid or changed for any reason, this Agreement shall survive, and the parties shall promptly renegotiate any provisions of this Agreement, which in the absence of such invalidated or changed Act, Rule or Regulation are insufficiently clear to be effectuated.

**Section 7. Governing Law**

This Agreement shall be governed by and construed in accordance with applicable federal law and the laws of the state of Florida, without regard to its conflicts of laws principles.

**Section 8. Relationship of Parties**

## MCImetro-BellSouth Florida Interconnection Agreement

reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

10.4 Neither party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

10.5 The foregoing shall constitute the parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

### **Section 11 Indemnification and Limitation of Liability**

11.1..Left Blank Intentionally.

11.1.1 Left Blank Intentionally.

11.1.2 ..Left Blank Intentionally.

11.2 ..Left Blank Intentionally..

11.3 ..Left Blank Intentionally..

11.4 ..Left Blank Intentionally..

11.5 ..Left Blank Intentionally..

11.6 ..Left Blank Intentionally..

11.7 Both parties agree that they, at their own cost and expense, shall maintain throughout the term of this Agreement, all insurance required by law, and may at their own cost and expense purchase insurance or self-insure their employer, public, professional and legal liabilities. No limit of liability on any policy, no program or self-insurance, nor any failure to maintain adequate insurance coverage shall limit the direct or indirect liability of either party.

### **Section 12. Left Blank Intentionally**

## **MCImetro-BellSouth Florida Interconnection Agreement**

13.9 BellSouth agrees that it will provide on a nondiscriminatory basis space on its premises for physical or virtual collocation, as MCIm may specify, for equipment necessary for MCIm's interconnection and access to unbundled network elements.

### ***Section 14. Notices***

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person by overnight courier, or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To MCIm:           MCImetro Access Transmission Services, Inc.  
8521 Leesburg Pike  
Vienna, VA 22182

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

To BellSouth:     Clifford H. Bowers  
BellSouth Telecommunications, Inc.  
1960 W. Exchange Pl., Ste. 402  
Tucker, GA 30084

Copy to:           General Attorney-Interconnection  
BellSouth Telecommunications, Inc  
Suite 4300  
675 W. Peachtree Street, N.E.  
Atlanta, Georgia 30375

If personal delivery or courier is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either party may be changed by written notice given by such party to the other pursuant to this Section 14.

### ***Section 15. Remedies***

15.1 The obligations of BellSouth and the services offered under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, MCIm may sue in equity for specific performance.

## **MCImetro-BellSouth Florida Interconnection Agreement**

If as a result of any proceeding or filing before any Court, State Commission, or the Federal Communications Commission, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide Services and Elements, whether or not presently covered by this Agreement, to a third Party at rates or on terms and conditions more favorable to such third Party than the applicable provisions of this Agreement, MCIm shall have the option to substitute such more favorable rates, terms, and conditions for the relevant provisions of this Agreement which shall apply to the same States as such other Party, and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof. BellSouth shall provide to MCIm any BellSouth agreement between BellSouth and any third Party within fifteen (15) days of the filing of such agreement with any state Commission.

### **Section 20. Termination**

20.1 In the event of breach of any material provision of this Agreement by either party, the non-breaching party shall give the other party written notice thereof, and:

20.1.1 If such material breach is for non-payment of amounts due hereunder pursuant to Attachment VIII, Section 3.1.18, the breaching party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision.

20.1.2 If such material breach is for any failure to perform in accordance with this Agreement, which adversely affects the non-breaching party's subscribers, the non-breaching party shall give notice of the breach and the breaching party shall cure such breach to the non-breaching party's reasonable satisfaction within ten (10) business days, and if breaching party does not, the non-breaching party may, at its sole option, terminate this Agreement, or any parts hereof. The non-breaching party shall be entitled to pursue all available legal and equitable remedies for such breach. Notice under this Subsection 20.1.2 may be given electronically or by facsimile and in such case shall be deemed received when sent.

20.1.3 If such material breach is for any other failure to perform in accordance with this Agreement, the breaching party shall cure such breach to the non-breaching party's reasonable satisfaction within forty-five (45) days, and if it does not, the non-breaching party may, at its sole option terminate this Agreement, or any parts hereof. The non-breaching party shall be entitled to pursue all available legal and equitable remedies

## MCImetro-BellSouth Florida Interconnection Agreement

21.1.3 Each party agrees that Disclosing Party would be irreparably injured by a breach of this Section 21 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 21. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

21.2 CPNI related to MCIm's subscribers obtained by virtue of Local Interconnection or any other service provided under this Agreement shall be MCIm's proprietary information and may not be used by BellSouth for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the MCIm subscriber expressly directs MCIm to disclose such information to BellSouth pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, BellSouth may use or disclose only such information as MCIm provides pursuant to such authorization and may not use information that BellSouth has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to BellSouth's subscribers obtained by virtue of Local Interconnection shall be BellSouth's proprietary information and may not be used by MCIm for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a need to know, unless the BellSouth subscriber expressly directs BellSouth to disclose such information to MCIm pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, MCIm may use or disclose only such information as BellSouth provides pursuant to such authorization and may not use information that MCIm has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

21.3 Unless otherwise mutually agreed upon, neither party shall publish or use the other party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter.

21.4 Neither party shall produce, publish or distribute any press release or other publicity referring to the other party or its Affiliates, or announcing the execution or discussing the terms of this Agreement without prior notice to the other party. In no event shall either party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

21.5 Except as otherwise expressly provided in this Section 21, nothing herein shall be construed as limiting the rights of either party with respect to its customer information under any applicable law, including without limitation



## **MCImetro-BellSouth Florida Interconnection Agreement**

commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

**22.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.**

**22.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions and Attachment 1.**

**22.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.**

**22.3 This Section 22 shall survive expiration or termination of this Agreement shall for a period of two (2) years after expiration or termination of this Agreement.**

### ***Section 23. Dispute Resolution Procedures***

**The parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the parties agree that any dispute arising out of or relating to this Agreement that the parties themselves cannot resolve, may be submitted to the Commission for resolution. The parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each party shall continue to perform its obligations under this Agreement; provided, however that neither party shall be required to**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**25.4** Except as specifically permitted MCIm, in no event shall BellSouth provide information to MCIm subscribers about MCIm or MCIm's products or services.

**25.5** BellSouth shall provide, for MCIm's review and approval, the methods and procedures, training and approaches to be used by BellSouth to assure that BellSouth meets MCIm's branding requirements.

**25.6** This Section 25 shall not confer on either party rights to the service marks, trademarks and trade names owned by or used in connection with services by the other party or its Affiliates, except as expressly permitted by the other party.

**25.7** Left Blank Intentionally

### **Section 26. Taxes**

#### **26.1 Definition**

For purposes of this Section 26, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on either of the parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

#### **26.2 Taxes And Fees Imposed Directly On Either Seller Or Purchaser**

**26.2.1** Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

**26.2.2** Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

#### **26.3 Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller**

**26.3.1** Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

**26.3.2** To the extent permitted by Applicable Law, any such taxes and/or

**26.4 Taxes And Fees Imposed On Providing Party**

**26.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its Customer, shall be borne by the purchasing Party.**

**26.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.**

**26.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fees, the parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.**

**26.4.4 If, after consultation in accordance with the preceding Section 26.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 16 of the General Terms and Conditions of this Agreement and Attachment 1. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a**

## MCImetro-BellSouth Florida Interconnection Agreement

any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys fees) that arise out of or from (i) any environmental hazard that BellSouth, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which BellSouth is responsible under Applicable Law, to the extent the release of any Environmental Hazard is not caused or substantially contributed to by MCIm's actions.

27.2 BellSouth shall in no event be liable to MCIm for any costs whatsoever resulting from the presence or release of any environmental hazard that BellSouth did not introduce to the affected work location, so long as BellSouth's actions do not cause or substantially contribute to the release of any Environmental Hazards. MCIm shall, at BellSouth's request, indemnify, defend, and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that MCIm, its contractors or agents introduce to the work locations, or (ii) the presence or release of any environmental hazard for which MCIm is responsible under applicable law to the extent the release of any Environmental Hazard is not caused or substantially contributed to by BellSouth's actions.

### ***Section 28. Amendments and Modifications***

No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both parties.

### ***Section 29. Severability***

Subject to Section 2 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

### ***Section 30. Headings Not Controlling***

The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

### ***Section 31. Entire Agreement***

This Agreement, including all Parts and Attachments and subordinate documents

MCImetro-BellSouth Florida Interconnection Agreement

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representatives.

MCImetro Access Transmission  
Inc.

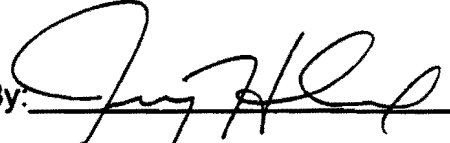
By: 

Name: Donald T. Lynch

Title: Sr. Vice President - Financial Operations

Date: May 12, 1997

BellSouth Telecommunications, Service,  
Inc.

By: 

Name: Jerry D. Hendrix

Title: Director

Date: June 3, 1997

## **MCImetro-BellSouth Florida Interconnection Agreement**

**1.5 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide MCIm with a firm Bona Fide Request quote which will include at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.**

**1.6 Unless MCIm agrees otherwise, all proposed prices shall be the pricing principles of this Agreement, in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by MCIm.**

**Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, MCIm will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if BellSouth responds that it cannot or will not offer the requested item in the Bone Fide Request and MCIm deems the item essential to its business operations, and deems BellSouth's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the Dispute Resolution Process set forth in this Agreement may be used by either Party to reach a resolution.**

**Part B**  
**Definitions**

## **PART B -- DEFINITIONS**

**"911 SITE ADMINISTRATOR"** is a person assigned by MCI to establish and maintain E911 service location information for its subscribers.

**"911 SERVICE"** means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

**"ASR" (ACCESS SERVICE REQUEST)** means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCI and ILEC for Local Interconnection.

**"ACCESS SERVICES"** refers to interstate and intrastate switched access and private line transport services.

**"ACT"** means the Communications Act of 1934 as amended.

**"AIN" (ADVANCED INTELLIGENT NETWORK)** is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

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

**"ALI" (AUTOMATIC LOCATION IDENTIFICATION)** is a proprietary database developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address. The Alternative Local Exchange Company will provide ALI record information in National Emergency Number Association (NENA) Version #2 format. The ALI also shows an Interim Number Portability (INP) number if applicable.



## MCImetro-BellSouth Florida Interconnection Agreement

**"CLEC"** means a Competitive Local Exchange Carrier.

**"CPN" (CALLING PARTY NUMBER)** is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.

**"CENTRAL OFFICE SWITCH" or "CENTRAL OFFICE"** means a switching entity within the public switched network, including but not limited to end office switches and tandem office switches. Central office switches may be employed as combination End Office/Tandem Office Switches (Combination Class 5/Class 4).

**"CENTREX"** means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

**"CHARGE NUMBER"** is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

**"CLASS" (Bellcore Service Mark)** – Set of call-management service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

**"COLLOCATION"** means the right of MCIm to place equipment of its choice in BellSouth's central offices or other BellSouth locations as described in the rules and regulations of the FCC in effect.

**"COMBINATIONS"** means provision by ILEC of two or more connected Network Elements ordered by MCIm to provide its telecommunication services in a geographic area or to a specific customer and that are placed on the same order by MCIm.

**"COMMISSION"** means the Florida Public Service Commission.

**"CONDUIT"** means a tube or protected pathway that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.

**"CONFIDENTIAL INFORMATION"** has that meaning set forth in

## **MCImetro-BellSouth Florida Interconnection Agreement**

**"E911 Message Trunk"** is a dedicated line, trunk or channel between two central offices or switching devices which provides a voice and signaling path for E911 calls.

**"EIS" (EXPANDED INTERCONNECTION SERVICE)** is the collocation arrangement which ILEC provides in its designated wire centers.

**"EMR"** means the Exchange Message Record System used among ILECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

**"ESN" (EMERGENCY SERVICE NUMBER)** is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.

**"EFFECTIVE DATE"** is the date indicated in Part A on which the Agreement shall become effective.

**"EMERGENCY RESPONSE AGENCY"** is a governmental entity authorized to respond to requests from the public to meet emergencies.

**"ENHANCED DIRECTORY ASSISTANCE"** refers to directory Assistance services, including but not limited to reverse search, talking yellow pages, and locator services.

**"ENHANCED WHITE PAGES"** means optional features available for White Pages Directory listings (e.g., bold, all capitals, logos).

**"ENHANCED YELLOW PAGES"** means optional features available for Yellow Pages Directory listings (e.g., red type, bold, all capital, additional line of text, indented).

**"ENVIRONMENTAL HAZARD"** means (1) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of HAZARDOUS MATERIALS has occurred on premises or property that is related to the performance of this Agreement and that such affected material or media is demonstrated through

**MCImetro-BellSouth Florida Interconnection Agreement**

**"IP" (INTERCONNECTION POINT) is a mutually agreed upon point of demarcation where the networks of ILEC and MCIm interconnect for the exchange of traffic.**

**"IXC" (INTEREXCHANGE CARRIER) means a provider of interexchange telecommunications services.**

**"LIDB" (LINE INFORMATION DATA BASE(S)) A Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by ILECs and other entities and validation for collect and billed-to-third services.**

**"MCI" means MCI Telecommunications Corporation.**

**"MCIm" means MCImetro Access Transmission Services, Inc.**

**"MCIm 911 DATABASE RECORDS" are the MCIm customer records to be provided by MCIm to ILEC for inclusion in ILEC's E911 database.**

**"MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEG and a CLEC), or by one LEC in two or more states within a single LATA.**

**"MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEG and a CLEC). It is published by Bellcore as SRBDS 00983.**

## MCImetro-BellSouth Florida Interconnection Agreement

"OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"OPERATOR SYSTEMS" are network elements that provide operator and automated call handling with billing, special operator services, subscriber telephone listings and optional call completion services.

"OPERATOR SERVICES" provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the customer has dialed the called number (e.g. credit card calls); and (3) special operator services (e.g. BLV/ELI, Emergency Agency Call).

"P.01 TRANSMISSION GRADE OF SERVICE (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"PLU" (PERCENT LOCAL USAGE) is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes and interLATA minutes, if any, between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU. "POP" means an IXC's point of presence.

"PSAP" (PUBLIC SAFETY ANSWERING POINT (PSAP)) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered

"POLE ATTACHMENT" means any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility.

"PROPRIETARY information" shall have the same meaning as Confidential Information.

"ROW" (RIGHT OF WAY (ROW)) is the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment.

"RATE CENTER" means the geographic point and corresponding

## MCImetro-BellSouth Florida Interconnection Agreement

document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

"SELECTIVE ROUTING" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.

"SWITCH" – See Central Office Switch

"TANDEM OFFICE SWITCHES" which are Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.

"TECHNICALLY FEASIBLE" Interconnection, access to Network Elements, collocation, and other methods of achieving interconnection or access to Network Elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the state commission by clear and convincing evidence that such interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

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

"TELECOMMUNICATION SERVICES" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. As used in this definition.

**Attachment I**  
**Price Schedule**

## ATTACHMENT I

### PRICE SCHEDULE

#### 1. General Principles

1.1 All rates provided under this Agreement are permanent unless otherwise indicated in Table I, subject to true-up, and shall remain in effect until the Commission determines otherwise or unless they are not in accordance with all applicable provisions of the Act, the Rules and Regulations of the FCC in effect, or the Commission's rules and regulations, in which case Part A, Section 2 shall apply.

1.2 Except as otherwise specified in this Agreement, the Act or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligation under this Agreement.

#### 2. Local Service Resale

The rates that MCIm shall pay to BellSouth for Resale shall be an amount equal to BellSouth's tariffed rates for each resold service as reduced by a percentage amount equal to the wholesale discount (set forth below in section 2.1, below). If BellSouth reduces such tariffed rates during the term of this Agreement, the wholesale discount shall be applied to the reduced tariffed rates.

2.1 The following wholesale discount will apply to all Telecommunications Services available for resale in Florida:

Residential Service: 21.83 %

Business Service: 16.81 %

#### 3. Unbundled Network Elements

The charges that MCIm shall pay to BellSouth for Network Elements are set forth in Table 1 of this Attachment.

#### 4. Ancillary Functions and Supporting Elements

The interim prices for collocation, AIN and other Ancillary Functions or Supporting Elements that MCIm shall pay to BellSouth are set forth in Table 1 of this Attachment.

## **MCImetro-BellSouth Florida Interconnection Agreement**

**and non-recurring charges in situations where MCI is ordering multiple network elements. Where the parties cannot agree to these charges, either party may petition the Florida Public Service Commission to settle the disputed charge or charges. BellSouth must notify the Commission when a rate is set that excludes duplicated charges by filing a report within 30 days of the rate being established. This report must specify the elements being combined and the charges for that particular combination.**



**MCImetro/BellSouth Florida Interconnection Agreement**

<b>NETWORK ELEMENT</b>	<b>COMMISSION APPROVED RECURRING RATES FOR UNBUNDLED NETWORK ELEMENTS</b>
<b>COMMON TRANSPORT</b>	
PER MILE	\$0.000012
FACILITIES TERMINATION PER MOU	\$0.0005
<b>DEDICATED TRANSPORT (DS1)</b>	
PER MILE	\$1.60
PER FAC. TERM.	\$59.75
<b>TANDEM SWITCHING</b>	\$0.00029
<b>CALL TRANSPORT AND TERMINATION (Compensation for Exchange of Local Traffic)</b>	
END OFFICE INTERCONNECTION INCLUDING TRANSPORT (PER MOU)	\$0.002
TANDEM INTERCONNECTION INCLUDING TRANSPORT (PER A51MOU)	\$0.00125
<b>OPERATOR SYSTEMS</b>	
OPERATOR CALL HANDLING	\$1.00
AUTOMATED CALL HANDLING	\$0.10
BUSY LINE VERIF.	\$0.80
EMERGENCY INTER.	\$1.00
<b>NUMBER SERVICE INTERCEPT</b>	
- PER QUERY	\$0.01
DIRECTORY ASSISTANCE (DA)	\$0.25
<b>DA DABABASE</b>	
- PER LISTING	\$0.001
- MONTHLY	\$100.00
<b>DIRECT ACCESS TO DA SERVICE</b>	
- MONTHLY	\$5,000.00
- PER QUERY	\$0.01
DA CALL COMPLETION	\$0.03
<b>DA TRANSPORT</b>	
- SWITCHED LOCAL CHANNEL	*\$133.81
- SWITCHED DEDICATED	
<b>TRANSPORT DS1 LEVEL</b>	
- PER MILE	*\$16.75
- PER FACILITY TERM.	\$59.75

**MCImetro/BellSouth Florida Interconnection Agreement**

<b>NETWORK ELEMENT</b>	<b>COMMISSION APPROVED NONRECURRING RATES FOR UNBUNDLED NETWORK ELEMENTS</b>
NETWORK INTERFACE DEVICE	*\$0.00
UNBUNDLED LOOP	
2 - WIRE ANALOG	
FIRST	\$140.00
ADDITIONAL	\$42.00
4 - WIRE ANALOG	
FIRST	\$141.00
ADDITIONAL	\$43.00
2 - WIRE ISDN	
FIRST	\$306.00
ADDITIONAL	\$283.00
4 - WIRE DS1	
FIRST	\$540.00
ADDITIONAL	\$465.00
LOOP DISTRIBUTION	* Left Blank Intentionally
END OFFICE SWITCHING	
PORT	
2 - WIRE ANALOG	
FIRST	\$38.00
ADDITIONAL	\$15.00
4 - WIRE ANALOG	
FIRST	*\$38.00
ADDITIONAL	*\$15.00
2 - WIRE ISDN	
FIRST	\$88.00
ADDITIONAL	\$66.00
4 - WIRE DS1	
FIRST	\$112.00
ADDITIONAL	\$91.00
SIGNALING LINK	\$400.00

**MCImetro/BellSouth Florida Interconnection Agreement**

ITEM		PRICE	
POLES, DUCTS, CONDUITS AND ROW	MAPS		Left Blank Intentionally
	POLE ATTACHMENT		*\$ 4.20 PER POLE
	CONDUIT		*\$ 0.56 PER FOOT
	INNERDUCT		Left Blank Intentionally
	LABOR RATE		Left Blank Intentionally
VIRTUAL COLLOCATION	*The rates for virtual collocation are set forth in Section E20 of BellSouth's Access Service Tariff		
PHYSICAL COLLOCATION		<b>Monthly Recurring</b>	<b>NONRECURRING</b>
	Application Fee		*\$3,850.00
	Space Preparation Fee		ICB
	Space Construction Fee		*\$4,500.00
	Cable Installation - Per Entrance Cable		*\$2,750.00
	Floor Space Zone A, Per Square Foot	*\$ 7.50	
	Floor Space Zone B, Per Square Foot	*\$ 6.75	
	Power, per AMP	*\$5.00	
	Cable Support Structure, Per Entrance Cable	*\$13.35	
	POT Bay (Optional Point of Termination Bay)		
	2-Wire	*\$0.40	
	4-Wire	*\$1.20	
	DS1	*\$1.20	
	DS3	*\$8.00	
	Cross-Connects		
	2-Wire Analog	*\$0.30	*\$15.20 - First
			*\$15.20 - Add'l
	4-Wire Analog	*\$0.50	*\$15.20 - First
			*\$15.20 - Add'l
	DS1	*\$8.00	*\$155.00 - First
			*\$27.00 - Add'l
	DS3	*\$72.00	*\$155.00 - First
			*\$27.00 - Add'l
	Security Escort		
	Basic - 1 <sup>st</sup> half hour		*\$41.00
	Overtime 1 <sup>st</sup> half hour		*\$48.00
	Premium 1 <sup>st</sup> half hour		*\$55.00

**Attachment II**  
**Local Resale**

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**TABLE OF CONTENTS**

**Attachment II  
LOCAL RESALE**

Section 1.	Telecommunications Services Provided for Resale	II - 1
Section 2.	General Terms and Conditions for Resale	II - 2
Section 3.	Advanced Intelligent Network	II - 14
Section 4.	Service Functions	II - 14

**MCImetro-BellSouth Florida Interconnection Agreement**

1.5 The specific business process requirements and systems interface requirements are set forth in Attachment VIII.

**Section 2. General Terms and Conditions for Resale**

2.1 Pricing. The prices charged to MCIm for Local Resale are set forth in Attachment I of this Agreement.

2.2 *Services Available for Resale.* MCIm may resell to any and all classes of end-users Telecommunications Services obtained from BellSouth under this Agreement, except for Lifeline Assistance and Link-Up or similar services, Grandfathered Services and short-term promotions, which MCIm may only resell to those subscribers who are eligible to obtain such services from BellSouth. BellSouth will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on, the resale of its Telecommunications Service.

2.2.1 BellSouth agrees to remove all tariff restrictions regarding resale that are inconsistent with the orders of the FPSC pertaining to resale.

2.2.2 *Restrictions on Resale* With the exception of short-term promotions and CSA's( defined below),Lifeline, Link-up, and state specific discount plans for optional extended area calling , BellSouth shall offer for resale at wholesale prices all Telecommunications Services that BellSouth provides at retail to non-telecommunications carriers.

No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's services except for:

2.2.2.1 A restriction on cross-class selling;

2.2.2.2 Left Blank Intentionally;

2.2.2.3 Left Blank Intentionally;

2.2.2.4 Lifeline service shall be available for resale by MCIm only to those subscribers who meet the qualifications set forth in the applicable State and Federal Regulations.

2.2.2.5 Link-up service shall be available for resale by MCIm only to those subscribers who meet the qualifications set forth in the applicable State and Federal Regulations.

## **MCImetro-BellSouth Florida Interconnection Agreement**

**2.3.1.5 All service levels and features of MULTISERV Service provided by BellSouth for resale by MCIm shall meet the service requirements set forth in Attachment VIII.**

**2.3.1.6 MCIm may aggregate the MULTISERV local exchange and IntraLATA traffic usage of MCIm subscribers to qualify for volume discounts on the basis of such aggregated usage.**

**2.3.1.7 MCIm may aggregate multiple MCIm subscribers on dedicated access facilities. MCIm may require BellSouth to suppress the need for MCIm subscribers to dial "9" when placing calls outside the MULTISERV System. When dedicated facilities are utilized, BellSouth will provide, upon MCIm's request, station ID or ANI as well as FGD trunking.**

**2.3.1.8 MCIm may use remote call forwarding, or any other method mutually agreed upon, in conjunction with MULTISERV Service to provide service to MCIm local service subscribers residing outside of the geographic territory in which BellSouth provides local exchange service.**

**2.3.1.9 MCIm may purchase any and all levels of MULTISERV Service for resale, without restriction on the maximum number of lines that may be purchased for any one level of service. Where minimum number of line restrictions apply, MCIm may aggregate subscribers to satisfy such restrictions. MCIm shall be permitted to resell MULTISERV to multiple and different subscribers of MCIm for purposes of aggregation; provided, however, that the lines must be aggregated within the MCIm-defined common block.**

**2.3.1.10 BellSouth shall make available to MCIm for resale intercom calling, at the appropriate discount set forth in Attachment I, among all MCIm subscribers within the same MULTISERV system who utilize resold MULTISERV Service. To the extent that BellSouth offers its own subscribers intercom calling between different MULTISERV systems, BellSouth shall make such calling available to MCIm for resale upon the same terms and conditions at the appropriate discount set forth in Attachment I.**

## **MCImetro-BellSouth Florida Interconnection Agreement**

or different subscribers. MCI shall have the right to review any BellSouth request for the termination of service and/or its grandfathering filed with the Commission.

### **2.3.5 N11 Service**

**2.3.5.1 BellSouth shall make available for resale any new N11 services after the Effective Date of this Agreement .**

**2.3.5.2 MCI shall have the right to resell any N11 service, including but not limited to 911 or E911 services, existing as of the Effective Date.**

***2.3.6 Customer Specific Offerings including Contract Service Arrangements and Other Customer Specific Offerings ("CSAs").*** CSA's shall be available for resale, at the same rates, terms and conditions offered to BellSouth's end users, and in accordance with State and FCC Rules and Regulations. CSAs shall be made available for resale at the lower of the price of the CSA in question less the wholesale discount or the retail price of the services provided under the CSA less the wholesale discount.

**2.3.6.1 For purposes of this Agreement, a BellSouth promotion will be considered "short-term" if: the promotion is offered to subscribers for a period of 90 days or less, and is not used to evade the wholesale rate obligation to MCI, for example, by offering a sequential series of 90-day or less promotional rates to BellSouth subscribers.**

**2.3.6.2 Short-term promotions are available to MCI at the retail rate of the underlying service less the wholesale discount or the promotional rate without the wholesale discount. BellSouth shall make all other promotions available to MCI at the promotional rate reduced by the wholesale discount rate.**

**2.3.6.3 MCI shall offer a promotion obtained from BellSouth to customers who would qualify for the promotion if they received it directly from BellSouth; however, MCI shall otherwise remain free to package and price the resold promotion, other than a short term promotion as defined above, without restriction. A BellSouth promotion for a particular service shall not limit MCI's ability to obtain that service at the normal rate less the wholesale discount and resell it without regard to subscribers' eligibility for the**



## MCImetro-BellSouth Florida Interconnection Agreement

- Detailed billing showing all 1+ traffic in EMR format and transferred to MCIIm via NDM or whatever industry standard may be developed..
- Wire Maintenance option
- Touchtone service
- Option for listed or non-listed numbers
- Access to 911 service
- One directory per line
- Access to ANI information  
Line and/or station monitoring and diagnostic routines.

The following features shall be made available to MCIIm when BellSouth provides them to its own pay phone operations or to independent pay phone owners:

- Option to block all 1+ calls to international destinations.
- IntraLATA Call Timing
- Option of one-way or two-way service on line
- Originating line screening
- MCIIm rate tables for local and intraLATA service
- Flat rate service based on rate groups
- MCIIm resale line incoming/outgoing screening
- Blocking for 1+900, N11, 976, 7 digit local
- Option to block all 1+700 and 1+500 calls
- Line side supervision option
- Ability to keep existing serving telephone numbers if cutover to MCIIm
- Far end disconnect recognition
- Call timing
- Same call restrictions as available on BellSouth phones for interLATA, international, intraLATA, and local calling
- Option to have enclosure installed with set
- Install the station to at least BellSouth standards
- Station or enclosure equipment should only bear the name/brand designated by MCIIm on the order form
- Provide option for use of "bright station technology including debit cards
- Provide revenue, maintenance, collection reports as specified by MCIIm on order form on a periodic basis in paper or electronic formation
- Blocking of inbound international toll calls

**MCImetro-BellSouth Florida Interconnection Agreement**

**Coin Refund and Repair Referral Service**

The following features shall be made available to MCIIm when BellSouth provides them to its own pay phone operations or to independent pay phone owners:

**Flat Rate Service**

**Originating line screening**

**MCIIm rate tables for local and intraLATA service**

**BellSouth Central Office Intelligence for rating and other functions**

**Option of measured service**

**Ability to block any 1+ service that cannot be rated by the coin circuits/ TSPS/OSPS**

**Protect against clip on fraud**

**Protect against blue box fraud**

**2.3.9.2 BellSouth shall offer for resale, at a minimum, the following features with its COCOT Line Coin and COCOT Line Coinless services:**

**Flat rate or measured rate whichever is offered to BellSouth's IPP Customers**

**Ability to keep existing service telephone numbers if cutover to MCIIm Resale Line**

The following features shall be made available to MCIIm when BellSouth provides them to its own pay phone operations or to independent pay phone owners:

**Originating line screening**

**Two-way service option**

**Flat rate service based on rate groups**

**Option of one-way service on the line**

**Option of measured service**

**Ability to keep existing serving telephone numbers if cutover to MCIIm resale line incoming/outgoing screening**

**Provision of Information Digit 29**

**Provision of International Toll Denial Recognition Tone**

**2.3.9.3 BellSouth shall offer for resale, at a minimum, the features with its following COCOT Line Coin service:**

**MCImetro-BellSouth Florida Interconnection Agreement**

**Ability to block any 1+ service that cannot be rated by the coin circuits**

**The following features shall be made available to MCIm when BellSouth provides them to its own pay phone operations or to independent pay phone owners:**

- Option to block all 1+ international calls**
- Option of one-way or two-way service**
- Wire Maintenance option**
- Ability to block any 1+ service that cannot be rated by the coin circuits/ TSPS/OSPS**
- Use of MCIm rate tables for local and intraLATA service**
- Option to have BellSouth technicians collect, count, and deposit vault contents on behalf of MCIm**
- Monitor vault contents for slugs and spurious non US currency or theft and notify MCIm of discrepancies**
- Station or enclosure equipment should only bear the name/brand designated by MCIm on the order form**
- Protect against clip on fraud**
- Protect against red box fraud**
- Protect against blue box fraud**
- Provide option for use of "bright" station technology including debit cards**
- Provide revenue, maintenance, collection reports as specified by MCIm on order form on a periodic basis in paper or electronic format**
- Blocking of inbound international calls**
- Point of demarcation at the set location**
- Provide service restoration per MCIm's Performance Standards**
- Service outage transfers to MCIm help center**
- Special screen codes unique to MCIm and/or its subscribers**
- Single point of Contact for bills and orders dedicated to Public Access to MCIm Directory Assistance**
- Access to MCIm's Network Access Interrupt**
- Access to ANI Information**
- Provide all information requested to ensure MCIm can bill for access line**
- Provide all information requested to ensure MCIm can bill for usage on the line**
- All calls originating from stations serviced by these lines should be routed to MCIm lines, except where designated**

## MCImetro-BellSouth Florida Interconnection Agreement

TLN in LIDB for calling card validation purposes via the service order process. BellSouth will direct-bill each subscriber on the subscriber's final bill. BellSouth will coordinate the disconnection of subscriber's calling cards with MCI to ensure that there is no time that a subscriber is without a calling card.

### ***Section 3. Advanced Intelligent Network***

3.1.1 MCI may purchase at the discount set forth in Attachment I any Advanced Intelligent Network (AIN) Telecommunications Services which BellSouth offers at retail, for resale to subscribers who are not carriers.

### ***Section 4. Service Functions***

4.1 BellSouth shall provide MCI with the information MCI will need to certify subscribers as exempt from charges (including taxes), or eligible for reduced charges associated with providing services, including but not limited to handicapped individuals, and certain governmental bodies and public institutions and shall not bill MCI for such services.

4.2 BellSouth shall provide MCI with appropriate notification of all area transfers with line level detail one hundred twenty (120) days before service transfer, and will also notify MCI within one hundred twenty (120) days before such change of any LATA boundary changes or within the timeframe required by an approving regulatory body, if any.

4.3 BellSouth will work cooperatively with MCI in practices and procedures regarding the handling of law enforcement and service annoyance calls.

**Attachment III**  
**Network Elements**

**TABLE OF CONTENTS**

**Attachment III  
NETWORK ELEMENTS**

<b>Section 1.</b>	<b>Introduction</b>	<b>III-1</b>
<b>Section 2.</b>	<b>Unbundled Network Elements</b>	<b>III-1</b>
<b>Section 3.</b>	<b>Standards for Network Elements</b>	<b>III-3</b>
<b>Section 4.</b>	<b>Loop</b>	<b>III-4</b>
<b>Section 5.</b>	<b>Left Blank Intentionally</b>	
<b>Section 6.</b>	<b>Left Blank Intentionally</b>	
<b>Section 7.</b>	<b>Local Switching</b>	<b>III-18</b>
<b>Section 8.</b>	<b>Operator Systems</b>	<b>III-26</b>
<b>Section 9.</b>	<b>Common Transport</b>	<b>III-26</b>
<b>Section 10.</b>	<b>Dedicated Transport</b>	<b>III-30</b>
<b>Section 11.</b>	<b>Signaling Link Transport</b>	<b>III-40</b>
<b>Section 12.</b>	<b>Signaling Transfer Points (STPs)</b>	<b>III-41</b>
<b>Section 13.</b>	<b>Service Control Points/Databases</b>	<b>III-47</b>
<b>Section 14.</b>	<b>Tandem Switching</b>	<b>III-60</b>
<b>Section 15.</b>	<b>Additional Requirements</b>	<b>III-64</b>
<b>Section 16.</b>	<b>Basic 911 and E911</b>	<b>III-106</b>
<b>Section 17.</b>	<b>Directory Assistance Data</b>	<b>III-106</b>

## MCImetro-BellSouth Florida Interconnection Agreement

BellSouth provides combined Network Elements at MCIm's direction, no demarcation point shall exist between such contiguous Network Elements.

2.6 With respect to Network Elements and services in existence as of the Effective Date of this Agreement, charges in Attachment I are inclusive and no other charges apply, including but not limited to any other consideration for connecting any Network Element(s) with other Network Element(s). BellSouth and MCIm agree to attempt in good faith to resolve any alleged errors or omissions in Attachment I.

2.7 This Attachment describes the initial set of Network Elements which MCIm and BellSouth have identified as of the effective date of this agreement:

Loop  
Network Interface Device  
Distribution  
Local Switching  
Operator Systems  
Common Transport  
Dedicated Transport  
Signaling Link Transport  
Signaling Transfer Points  
Service Control Points/Databases; and  
AIN capabilities  
Tandem Switching  
911  
Directory Assistance  
Loop Concentrator/Multiplexer

2.8 MCIm and BellSouth agree that the Network Elements identified in this Attachment are not all possible Network Elements.

2.9 MCIm may identify additional or revised Network Elements as necessary to provide telecommunications services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, subscriber demand, or other requirements.

MCIm will request such Network Elements in accordance with the bona fide request process described in Section 24 of Part A. Additionally, if BellSouth provides any Network Element that is not identified in this Agreement, to itself, to its own subscribers, to a BellSouth Affiliate or to any other entity, BellSouth shall make available the same Network Element to MCIm on terms and conditions no less favorable to MCIm than

## MCImetro-BellSouth Florida Interconnection Agreement

shall be made available to MCIm on a priority basis, at any Technically Feasible point, that is equal to or better than the priorities that BellSouth provides to itself, BellSouth's own subscribers, to a BellSouth Affiliate or to any other entity.

### **Section 4. Loop:**

#### **4.1 Definition**

4.1.1 A loop is a transmission facility between a distribution frame [cross-connect], or its equivalent, in a BellSouth central office or wire center, and the network interface device at a subscriber's premises, to which MCIm's granted exclusive use. This includes, but is not limited to two-wire and four-wire analog voice-grade loops, and two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide ISDN, ADSL, HDSL, and DS1-level signals. A loop may be composed of the following components:

Loop Concentrator / Multiplexer  
Loop Feeder  
Network Interface Device (NID)  
Distribution

4.1.2 If BellSouth uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop, BellSouth will make alternate arrangements, equal in quality, to permit MCIm to order a contiguous unbundled local loop at no additional cost to MCIm except where the absence of existing facilities necessitates special construction.

#### **4.2. Technical Requirements**

Subdivided to each component as detailed below.

#### **4.3 Interface Requirements**

Subdivided to each component as detailed below.

#### **4.4 Loop Components**

##### **4.4.1 Loop Concentrator/Multiplexer**

###### **4.4.1.1 Definition:**



## **MCImetro-BellSouth Florida Interconnection Agreement**

**4.4.1.2.2 The Loop Concentrator/Multiplexer shall perform the following functions as appropriate:**

**4.4.1.2.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream) analog signals;**

**4.4.1.2.2.2 Multiplexing of the individual digital signals up to higher transmission bit rate signals (e.g., DS0, DS1, DS3, or optical SONET rates) for transport to the BellSouth central office through the Loop Feeder; and**

**4.4.1.2.2.3 Concentration of end-user subscriber signals onto fewer channels of a Loop Feeder (The concentration ratio shall be as specified by MCIm).**

**4.4.1.2.3 BellSouth shall provide power for the Loop Concentrator /Multiplexer, through a non-interruptible source if the function is performed in a central office, or from a commercial AC power source with battery backup if the equipment is located outside a central office. Such power shall also adhere to the requirements stated herein.**

**4.4.1.2.4 The Loop Concentrator/Multiplexer shall be provided to MCIm in accordance with the following Technical References:**

**4.4.1.2.4.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.**

**4.4.1.2.4.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.**

**4.4.1.2.4.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).**

**4.4.1.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications -**

## **MCImetro-BellSouth Florida Interconnection Agreement**

provide facility grooming, facility test functions, format conversion and signaling conversion as appropriate.

**4.4.1.3.2** The underlying equipment that provides such IC/M function shall continuously monitor protected circuit packs and redundant common equipment.

**4.4.1.3.3** The underlying equipment that provides such IC/M function shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

**4.4.1.3.4** The underlying equipment that provides such IC/M function shall be equipped with a redundant power supply or a battery back-up.

**4.4.1.3.5** At MCIm's option, BellSouth shall provide MCIm with real time performance monitoring and alarm data on IC/M elements that may affect MCIm's traffic. This includes IC/M hardware alarm data and facility alarm data on the underlying device that provides such IC/M function.

**4.4.1.3.6** At MCIm's option, BellSouth shall provide MCIm with real time ability to initiate tests on the underlying device that provides such IC/M function integrated test equipment as well as other integrated functionality for routine testing and fault isolation.

### **4.4.1.4 Interface Requirements**

**4.4.1.4.1** The Loop Concentrator/Multiplexer shall meet the following interface requirements, as appropriate for the configuration that MCIm designates:

**4.4.1.4.2** The Loop Concentrator/Multiplexer shall provide an analog voice frequency copper twisted pair interface at the serving wire center, as described in the references in Section 4.4.1.2.4.

**4.4.1.4.3** The Loop Concentrator/Multiplexer shall provide digital 4-wire electrical interfaces at the

## **MCImetro-BellSouth Florida Interconnection Agreement**

### **4.4.2.2 Requirements for Loop Feeder**

**4.4.2.2.1** The Loop Feeder shall be capable of transmitting analog voice frequency, basic rate ISDN, digital data, or analog radio frequency signals as appropriate.

**4.4.2.2.2** BellSouth shall provide appropriate power for all active elements in the Loop Feeder. BellSouth will provide appropriate power from a central office source, or from a commercial AC source with rectifiers for AC to DC conversion and 8-hour battery back-up when the equipment is located in an outside plant Remote Terminal (RT).

### **4.4.2.3 Additional Requirements for Special Copper Loop Feeder Medium**

In addition to requirements set forth in Section 4.2 (above), MCI may require BellSouth to provide copper twisted pair Loop Feeder which is unfettered by any intervening equipment (e.g. filters, load coils, and range extenders), so that MCI can use these Loop Feeders for a variety of services by attaching appropriate terminal equipment at the ends.

### **4.4.2.4 Additional Technical Requirements for DS1 Conditioned Loop Feeder**

In addition to the requirements set forth in Section 4.4.2.2 above, MCI may designate that the Loop Feeder be conditioned to transport a DS1 signal. The requirements for such transport are defined in the references below in Section 4.4.2.6.

### **4.4.2.5 Additional Technical Requirements for Optical Loop Feeder**

In addition to the requirements set forth in Section 4.4.2.2 above, MCI may designate that Loop Feeder will transport DS3 and OC<sub>n</sub> (where n is defined in the technical reference in Section 4.4.1.2.4.4). The requirements for such transport are defined in the references below in Section 4.4.2.6.

## **MCImetro-BellSouth Florida Interconnection Agreement**

**4.4.2.7.1.1 Copper twisted pairs shall terminate on the MDF;**

**4.4.2.7.1.2 DS1 Loop Feeder shall terminate on a DSX1, DCS1/0 or DCS3/1; and**

**4.4.2.7.1.3 Fiber Optic cable shall terminate on a LGX.**

**4.4.2.7.2 Loop Feeder shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:**

**4.4.2.7.2.1 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2. August 1987.**

**4.4.2.7.2.2 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992- Rev. 1, December 1993-1 Supplement 1, December 1993.**

**4.4.2.7.2.3 Bellcore Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, GR-303-CORE, Issue 1, September 1995.**

### **4.5 Network Interface Device**

#### **4.5.1 Definition:**

**4.5.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The function of the NID is to establish the network demarcation point between a carrier and its subscriber. The NID features two independent chambers or divisions which separate the service provider's network from the subscriber's inside wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider, and the subscriber each make their connections.**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**4.5.2.4 The NID shall be capable of withstanding all normal local environmental variations.**

**4.5.2.5 Where the NID is not located in a larger, secure cabinet or closet, the NID shall be protected from physical vandalism. The NID shall be physically accessible to MCIm designated personnel. In cases where entrance to the subscriber premises is required to give access to the NID, MCIm shall obtain entrance permission directly from the subscriber.**

**4.5.2.6 BellSouth shall offer the NID together with, and separately from the Distribution Media component of Loop Distribution.**

### **4.5.3 Interface Requirements**

**4.5.3.1 The NID shall be the interface to subscribers' premises wiring for all loop technologies.**

**4.5.3.2 The NID shall be equal to or better than all of the industry standards for NIDs set forth in the following technical references:**

**4.5.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Subscriber Premises or Network Ground Wire";**

**4.5.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";**

**4.5.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";**

**4.5.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"; and,**

**4.5.3.2.5 Bellcore Technical Requirement TR-NWT-0001 3 "Generic Requirements for Network Inside Wiring."**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**4.6.2.1.1 Two-wire & four-wire analog voice grade loops;**

**4.6.2.1.2 Two-wire & four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals.**

**4.6.2.2 Distribution shall transmit all signaling messages or tones. Where the Distribution includes any active elements that terminate any of the signaling messages or tones, these messages or tones shall be reproduced by the Distribution at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.**

**4.6.2.3 Distribution shall support functions associated with provisioning, maintenance and testing of the Distribution itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.**

**4.6.2.4 Where possible, Distribution shall provide performance monitoring of the Distribution itself, as well as provide necessary access for performance monitoring for Network Elements to which it is associated.**

**4.6.2.5 Distribution shall be equal to or better than all of the applicable requirements set forth in the following technical references:**

**4.6.2.5.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems", and,**

**4.6.2.5.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."**

**4.6.2.6 BellSouth shall provide MCI with physical access to, and the right to connect to, the FDI.**

**4.6.2.7 BellSouth shall offer Distribution together with, and separately from the NID component of Loop Distribution.**

**4.6.3 Additional Requirements for Special Copper Distribution**

4.6.6.2.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

4.6.6.2.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;

4.6.6.2.3 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";

4.6.6.2.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991;

***Section 5 Left Blank Intentionally***

***Section 6 Left Blank Intentionally***

***Section 7. Local Switching***

**7.1 Definition:**

7.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. The desired connection path for each call type will vary by subscriber and will be specified by MCI as a routing scenario that will be implemented in advance as part of or after the purchases of the unbundled local switching. Such functionality shall include all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex-like services, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g., long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also

**MCImetro-BellSouth Florida Interconnection Agreement**

feature functionality, unless expressly agreed otherwise by MCIIm.

**7.2.1.5 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a schedule designated by MCIIm.**

**7.2.1.6 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact MCIIm's use of unbundled Local Switching.**

**7.2.1.7 BellSouth shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control (e.g. choke trunk groups), and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or BellSouth.**

**7.2.1.8 BellSouth shall perform manual call trace as designated by MCIIm and permit subscriber originated call trace.**

**7.2.1.9 BellSouth shall record all billable events, involving usage of the element, and send the appropriate recording data to MCIIm as outlined in Attachment VIII.**

**7.2.1.10 For Local Switching used as 911 Tandems, BellSouth shall allow interconnection from MCIIm local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point (PSAP).**

**7.2.1.11 Where BellSouth provides the following special services, it shall provide to MCIIm:**

**7.2.1.11.1 Essential Service Lines;**

**7.2.1.11.2 Telephone Service Prioritization;**

**7.2.1.11.3 Related services for handicapped;**

**7.2.1.11.4 Soft dial tone where required by law. Where BellSouth provides soft dial tone, it shall do so on a competitively-neutral basis.**



**MCImetro-BellSouth Florida Interconnection Agreement**

**7.2.1.15.5 Centrex (including equivalent administrative capabilities, such as subscriber accessible reconfiguration and detailed message recording); and**

**7.2.1.15.6 Advanced intelligent network triggers supporting MCIm, and BellSouth service applications, in BellSouth's SCPs. BellSouth shall offer to MCIm all AIN triggers currently available to BellSouth for offering AIN-based services in accordance with applicable Bellcore technical references:**

**7.2.1.15.6.1 Off-Hook Immediate;**

**7.2.1.15.6.2 Off-Hook Delay;**

**7.2.1.15.6.3 Termination Attempt;**

**7.2.1.15.6.4 3/6/10;**

**7.2.1.15.6.5 Feature Code Dialing;**

**7.2.1.15.6.6 Custom Dialing Plan(s) including 555 services; and**

**7.2.1.15.7 When the following triggers are supported by BellSouth, BellSouth shall make said triggers available to MCIm:**

**7.2.1.15.7.1 Private EAMF Trunk;**

**7.2.1.15.7.2 Shared Interoffice Trunk (EAMF, SS7);**

**7.2.1.15.7.3 N11;**

**7.2.1.15.7.4 Automatic Route Selection.**

**7.2.1.16 Subject to section 7.1.2, above, BellSouth shall assign each MCIm subscriber line the class of service designated by MCIm using line class codes, and shall route directory assistance calls from MCIm subscribers as directed by MCIm at MCIm's option. This includes each of the following call types:**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**7.2.1.19.1 GR-1298-CORE, AIN Switching System Generic Requirements;**

**7.2.1.19.2 GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;**

**7.2.1.19.3 TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;**

**7.2.1.19.4 SR-NWT-002247, AIN Release 1 Update.**

### **7.2.2 Interface Requirements:**

**7.2.2.1 BellSouth shall provide the following interfaces to loops:**

**7.2.2.1.1 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);**

**7.2.2.1.2 Coin phone signaling;**

**7.2.2.1.3 Basic Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;**

**7.2.2.1.4 Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;**

**7.2.2.1.5 Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;**

**7.2.2.1.6 Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems);**

**7.2.2.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;**

**7.2.2.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and**

## MCImetro-BellSouth Florida Interconnection Agreement

7.3.2.4 Allow for full 23B+D Channel functionality for PRI.

7.3.2.5 Each B Channel shall allow for voice, 64 Kbps CSD, and PSD of 128 logical channels at minimum speeds of 19 Kbps throughput of each logical channel up to the total capacity of the B Channel.

7.3.2.6 Each B Channel shall provide capabilities for alternate voice and data on a per call basis.

7.3.2.7 The BRI D Channel shall allow for call associated signaling, non-call associated signaling and PSD of 16 logical channels at minimum speeds of 9.6 Kbps throughput of each logical channel up to the total capacity of the D channel.

7.3.2.8 The PRI D Channel shall allow for call associated signaling.

### 7.3.3 Interface Requirements — ISDN

7.3.3.1 BellSouth shall provide the BRI U interface using 2-wire copper loops in accordance with TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

7.3.3.2 BellSouth shall provide the BRI interface using Digital Subscriber Loops adhering to Bellcore TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.3.3.3 BellSouth shall offer PSD interfaces adhering to the X.25, X.75 and X.75' ANSI and Bellcore requirements.

7.3.3.4 BellSouth shall offer PSD trunk interfaces operating at 56 Kbps.

## ***Section 8. Operator Systems***

See Attachment VIII, Section 6.1.2 Directory Assistance Service and 6.1.3 Operator Service.

## ***Section 9. Common Transport***

### 9.1 Definition:

## **MCImetro-BellSouth Florida Interconnection Agreement**

**9.2.3.4 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) Automatic Protection Switching;**

**9.2.3.5 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;**

**9.2.3.6 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;**

**9.2.3.7 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET)-Jitter at Network Interfaces - DS1 Supplement;**

**9.2.3.8 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;**

**9.2.3.9 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;**

**9.2.3.10 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;**

**9.2.3.11 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;**

**9.2.3.12 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);**

**9.2.3.13 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;**

**9.2.3.14 ANSI T1.107a-1990 -American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);**

## MCI/metro-BellSouth Florida Interconnection Agreement

9.2.3.27 Bellcore ST-TEC-000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

9.2.3.28 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

### **Section 10. Dedicated Transport**

#### 10.1 Definition

10.1.1 Dedicated Transport is an interoffice transmission path between MCI/m designated locations to which MCI/m is granted exclusive use. Such locations may include BellSouth central offices or other locations, MCI/m network components, other carrier network components, or subscriber premises. Dedicated Transport is depicted below in Figure 3.



Figure 3

10.1.2 BellSouth shall offer Dedicated Transport in each of the following manners:

10.1.2.1 As capacity on a shared facility.

10.1.2.2 As a circuit (e.g., DS1, DS3, STS-1) dedicated to MCI/m.

10.1.2.3 As a system (i.e., the equipment and facilities used to provide Dedicated Transport such as SONET ring) dedicated to MCI/m.

10.1.3 When Dedicated Transport is provided as a circuit or as capacity on a shared facility, it shall include (as appropriate):

10.1.3.1 Multiplexing functionality;

## **MCImetro-BellSouth Florida Interconnection Agreement**

**transmission paths for all facilities and equipment (unless otherwise agreed by MCIm).**

**10.2.5 Upon MCIm's request, BellSouth shall provide real time and continuous remote access to performance monitoring and alarm data affecting, or potentially affecting, MCIm's traffic.**

**10.2.6 BellSouth shall offer the following interface transmission rates for Dedicated Transport:**

**10.2.6.1 DS1 (Extended SuperFrame - ESF/B8ZS, D4, and unframed applications shall be provided);**

**10.2.6.2 DS3 (C-bit Parity, M13, and unframed applications shall be provided);**

**10.2.6.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an MCIm service node.**

**10.2.6.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.**

**10.2.7 BellSouth shall provide cross-office wiring up to a suitable Point of Termination (POT) between Dedicated Transport and MCIm designated equipment. BellSouth shall provide the following equipment for the physical POT:**

**10.2.7.1 DSX1 for DS1s or VT1.5s;**

**10.2.7.2 DSX3 for DS3s or STS-1s; and**

**10.2.7.3 LGX for optical signals (e.g., OC-3 and OC-12).**

**10.2.9 For Dedicated Transport provided as a system, BellSouth shall design the system (including but not limited to facility routing and termination points) according to MCIm specifications where the MCIm specifications are available. Those MCIm specifications not available shall be addressed via the bona fide request process.**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**10.3.1.4.2 No more than 1 Severely Errored Second Per Day (Severely Errored Seconds are defined in the technical reference at Section 10.4.5).**

### **10.3.2 SONET rings shall:**

**10.3.2.1 Be provisioned on physically diverse fiber optic cables (including separate building entrances where available and diversely routed intraoffice wiring). "Diversely routed" shall be interpreted as the maximum feasible physical separation between transmission paths, unless otherwise agreed by MCI.**

**10.3.2.2 Support dual ring interworking per SONET Standards.**

**10.3.2.3 Where Technically Feasible, provide the necessary redundancy in optics, electronics, and transmission paths (including intra-office wiring) such that no single failure will cause a service interruption.**

**10.3.2.4 Provide the ability to disable ring protection switching at MCI's direction (selective protection lock-out). This requirement applies to line switched rings only. The only exceptions to this requirement shall be BellSouth SONET equipment in use as of the Effective Date which lacks that functionality.**

**10.3.2.5 Provide the ability to use the protection channels to carry traffic (extra traffic). This requirement applies to line switched rings only. The only exceptions to this requirement shall be BellSouth SONET equipment in use as of the Effective Date which lacks that functionality.**

**10.3.2.6 Provide 50 millisecond restoration unless a ring protection delay is set to accommodate dual ring interworking schemes.**

**10.3.2.7 Have settable ring protection switching thresholds that shall be set in accordance with MCI's specifications.**

**10.3.2.8 Provide revertive protection switching with a settable wait to restore delay with a default setting of 5 minutes. This requirement applies to line switched rings only.**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**10.5.1.1 DCS provides automated cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate suBellSouthitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.**

**10.5.1.2 In locations where automated cross connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross connection.**

**10.5.1.3 Interconnection between a DSX or LGX, to a switch, another cross-connect, or other service platform device, is included as part of DCS.**

### **10.6 DCS Technical Requirements**

**10.6.1 DCS shall provide completed end-to-end cross connection of the channels designated by MCIm.**

**10.6.2 Where Technically Feasible, DCS shall perform facility grooming, multipoint bridging, one-way broadcast, two-way broadcast, and facility test functions.**

**10.6.3 DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.**

**10.6.4 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a**



## **MCImetro-BellSouth Florida Interconnection Agreement**

components of the underlying equipment used to provide DCS that actually impact MCIm's services.

10.6.14 Where Technically Feasible, at MCIm's option, BellSouth shall provide MCIm with real time ability to initiate tests on integrated equipment used to test the signals and the underlying equipment used to provide DCS, as well as other integrated functionality for routine testing and fault isolation.

10.6.15 Where Technically Feasible, DCS shall provide SONET to asynchronous gateway functionality (e.g., STS-1 to DS1 or STS-1 to DS3).

10.6.16 Where Technically Feasible, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).

10.6.17 Where Technically Feasible, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.

10.6.18 Where Technically Feasible, DCS shall provide multipoint bridging of multiple channels to other DCSs. MCIm may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

10.6.19 Where Technically Feasible, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by MCIm.

### **10.7 DCS Interface Requirements**

10.7.1 BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, ITU, and MCIm standards.

10.7.2 BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, ITU, and MCIm standards.

## **MCImetro-BellSouth Florida Interconnection Agreement**

10.8.10 ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

10.8.11 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

10.8.12 ANSI T1.403-1989, Carrier to Subscriber Installation, DS1 Metallic Interface Specification;

10.8.13 ANSI T1.404-1994, Network-to-Subscriber Installation - DS3 Metallic Interface Specification;

10.8.14 FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

10.8.15 GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

10.8.16 GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria; and

10.8.17 TR-NWT-000776, Network Interface Description for ISDN Subscriber Access.

### ***Section 11. Signaling Link Transport -***

#### **11.1 Definition:**

Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between MCI-m-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a BellSouth STP site.

#### **11.2 Technical Requirements**

11.2.1 Signaling Link Transport shall consist of full duplex mode 56 Kbps transmission paths.

11.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

12.1 Definition:

Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points. Figure 4 depicts Signaling Transfer Points.

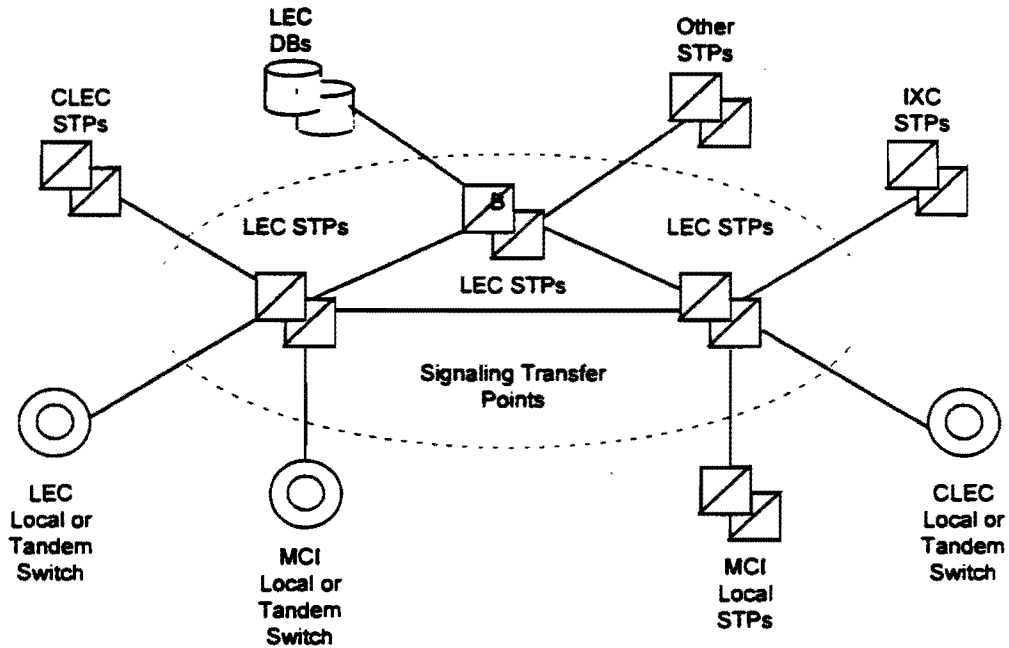


Figure 4

12.2 Technical Requirements

12.2.1 STPs shall provide access to all other Network Elements connected to the BellSouth SS7 network. These include:

- 12.2.1.1 BellSouth Local Switching or Tandem Switching;
- 12.2.1.2 BellSouth Service Control Points/DataBases;
- 12.2.1.3 Third-party local or tandem switching systems; and

## **MCImetro-BellSouth Florida Interconnection Agreement**

perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination.

12.2.7 STPs shall also provide the capability to route SCCP messages based on ISNI, as specified in ANSI T1.118 (Reference 12.5.7), when this capability becomes available on BellSouth STPs.

12.2.8 STPs shall provide all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.5.6. Upon MCIm request, BellSouth will identify the switches in which OMAP functionality is available. This includes:

12.2.8.1 MTP Routing Verification Test (MRVT); and,

12.2.8.2 SCCP Routing Verification Test (SRVT).

12.2.9 In cases where the destination signaling point is a BellSouth local or tandem switching system or DB, or is an MCIm or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and when mutually agreed upon by MCIm and BellSouth.

12.2.10 STPs shall be equal to or better than the following performance requirements:

12.2.10.1 MTP Performance, as specified in ANSI T1.111.6; and

12.2.10.2 SCCP Performance, as specified in ANSI T1.112.5.

### **12.3 Interface Requirements**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**12.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and**

**12.3.4.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).**

### **12.4 Message Screening**

**12.4.1 BellSouth shall set message screening parameters so as to accept messages from MCIm local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the MCIm switching system has a legitimate signaling relation.**

**12.4.2 BellSouth shall set message screening parameters so as to accept messages from MCIm local or tandem switching systems destined to any signaling point or network interconnected to the BellSouth SS7 network with which the MCIm switching system has a legitimate signaling relation.**

**12.4.3 BellSouth shall set message screening parameters so as to accept messages destined to an MCIm local or tandem switching system from any signaling point or network interconnected to the BellSouth SS7 network with which the MCIm switching system has a legitimate signaling relation.**

**12.4.4 BellSouth shall set message screening parameters so as to accept and send messages destined to an MCIm SCP from any signaling point or network interconnected to the BellSouth SS7 network with which the MCIm SCP has a legitimate signaling relation.**

### **12.5 STP Requirements**

**12.5.1 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:**

**12.5.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);**

## **MCImetro-BellSouth Florida Interconnection Agreement**

response to SS7 queries sent to it by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores subscriber record data that provides information necessary to route 800 calls).

### **13.2 Technical Requirements for SCPs/Databases**

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to MCI in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Subsections 13.3 through 13.7:

**13.2.1** BellSouth shall provide physical interconnection to SCPs through the SS7 network and protocols, as specified in Section 12 of this Attachment, with TCAP as the application layer protocol.

**13.2.2** BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g., ISDN and X.25).

**13.2.3** The reliability of interconnection options shall be consistent with requirements for diversity and survivability as specified in Section 12 of this Attachment (which applies to both SS7 and non-SS7 interfaces).

**13.2.4** Database functionality shall be unavailable a maximum of 30 minutes per year.

**13.2.5** BellSouth shall provide Database provisioning consistent with the provisioning requirements of this Agreement (e.g., data required, edits, acknowledgments, data format and transmission medium and notification of order completion).

**13.2.6** The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for MCI subscriber records stored in BellSouth databases within an interval at parity with BellSouth's own provisioning schedule..

**13.2.7** BellSouth shall provide Database maintenance consistent with the maintenance requirements as specified in this Agreement

## **MCImetro-BellSouth Florida Interconnection Agreement**

**provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.**

### **13.4.2 Technical Requirements**

**13.4.2.1 Prior to the availability of a long-term solution for Number Portability, BellSouth shall enable MCIm to store in BellSouth's LIDB any subscriber Line Number or Special Billing Number record, (in accordance with the technical reference in Section 13.7.5) whether ported or not, for which the NPA-NXX or NXX-0/IXX Group is supported by that LIDB.**

**13.4.2.1.1 MCIm agrees that it will accept responsibility for telecommunications services billed by BellSouth for its billing and collection customers for MCIm's end user accounts which are resident in LIDB pursuant to this Agreement. MCIm authorizes BellSouth to place such charges on MCIm's bill from BellSouth and agrees that it shall pay such charges. Charges for which MCIm hereby takes responsibility include, but are not limited to, collect and third number calls.**

**13.4.2.1.2 Charges for such services shall appear on a separate BellSouth bill page identified with the name of the entity for which BellSouth is billing the charge.**

**13.4.2.1.3 MCIm shall have the responsibility to render a billing statement to its end users for these charges, but MCIm's obligation to pay BellSouth for the charges billed shall be independent of whether MCIm is able or not to collect from MCIm's end users.**

**13.4.2.1.4 BellSouth shall not become involved in any disputes between MCIm and the entities for which BellSouth performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to MCIm. It shall be the responsibility of MCIm and the other entity to negotiate and arrange for any appropriate adjustments.**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**13.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.**

**13.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload (degraded performance in accordance with the technical reference in Section 13.7.5) no more than 12 hours per year. Such deficiency period is in addition to the periods specified in Sections 13.4.2.7 and 13.4.2.8 above.**

**13.4.2.10 BellSouth shall provide MCIm with the capability to provision (e.g., to add, update, and delete) NPA-NXX and NXX-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with MCIm subscribers, directly into BellSouth's LIDB provisioning (i.e. service order) process.**

**13.4.2.11 Unless directed otherwise by MCIm, in the event that end user subscribers change their local service provider, BellSouth shall maintain subscriber data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such subscribers shall not experience any interruption of service due to the lack of such maintenance of subscriber data. In the event that end user subscribers change their local service provider, BellSouth shall use its best efforts to avoid service interruption in those situations where BellSouth has control over additions and deletions in the database as LIDB provider.**

**13.4.2.12 All additions, updates and deletions of MCIm data to the LIDB shall be solely at the direction of MCIm.**

**13.4.2.13 BellSouth shall provide, at parity, priority updates to LIDB for MCIm data upon MCIm's request (e.g., to support fraud protection).**

**13.4.2.14 BellSouth shall provide MCIm reports of all MCIm data in LIDB.**

**13.4.2.15 Pursuant to BellSouth procedures, BellSouth shall provide LIDB systems such that no more than 0.01% of**



## **MCImetro-BellSouth Florida Interconnection Agreement**

**13.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip response within 2 seconds.**

**13.4.2.25 BellSouth shall provide LIDB performance that complies with the standards set forth below in sections 13.4.2.25.1 through 13.4.2.25.6.3. If MCI requests, in writing, a higher level of performance than BellSouth provides to its own subscribers, BellSouth shall inform MCI, in writing, of the amount MCI's desired performance level exceeds that which BellSouth provides to its subscribers as well as a reasonable estimate of what it would cost BellSouth to meet, measure, and report these standards. If MCI then communicates, in writing, to BellSouth that it desires such higher levels of performance, MCI shall pay BellSouth for the costs incurred in providing such higher level of service. Moreover, MCI shall pay all mechanisms necessary to capture and report data, required to measure, report or track any performance measurement that BellSouth does not, as of the Effective Date, measure, report or track for itself or its own subscribers. In the event such system is not developed exclusively for MCI, but rather is developed for use with other CLECs, as well as MCI, BellSouth shall allocate to MCI, on a competitively neutral basis, MCI's share of the costs associated with such system.**

**13.4.2.25.1 There shall be at least a 99.9% reply rate to all query attempts.**

**13.4.2.25.2 Queries shall time out at LIDB no more than 0.1% of the time.**

**13.4.2.25.3 Data in LIDB replies shall have at no more than 2% unexpected data values, for all queries to LIDB.**

**13.4.2.25.4 No more than 0.01% of all LIDB queries shall return a missing subscriber record.**

**13.4.2.25.5 There shall be no defects in LIDB Data Screening of responses.**

**13.4.2.25.6 Group troubles shall occur for no more than 1% of LIDB queries. Group troubles include:**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**13.5.1.1 BellSouth shall make the BellSouth Toll Free Number Database available for MCI to query, from MCI's designated switch including BellSouth unbundled local switching, with a toll-free number and originating information.**

**13.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.**

**13.5.1.3 The SCP shall also provide, at MCI's option, such additional features as described in SR-TSV-002275 (BOC Notes on the BellSouth Networks, SR-TSV-002275, Issue 2, (Bellcore, April 1994)) as are available to BellSouth. These may include but are not limited to:**

**13.5.1.3.1 Network Management;**

**13.5.1.3.2 Subscriber Sample Collection, at charges set forth in Attachment I; and**

**13.5.1.3.3 Service Maintenance.**

### **13.5.2 Interface Requirements**

**The signaling interface between the MCI or other local switch and the Toll-Free Number database shall use the TCAP protocol as specified in the technical reference in Section 13.7.1, together with the signaling network interface as specified in the technical reference in Sections 13.7.2 and 13.7.6.**

### **13.6 Automatic Location Identification/Data Management System (ALI/DMS)**

**The ALI/DMS Database contains subscriber information (including name, address, telephone information, and sometimes special information from the local service provider or subscriber) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. This Subsection 13.6 supplements the requirements of Subsection 13.7.2 and 13.7.6. BellSouth shall provide the Emergency Services Database in accordance with the following:**

#### **13.6.1 Technical Requirements**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**13.6.2.1 The interface between the E911 Switch or Tandem and the ALI/DMS database for MCIm subscribers shall meet industry standards.**

**13.7 Where Technically Feasible, SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:**

**13.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);**

**13.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);**

**13.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);**

**13.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);**

**13.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995)**

**13.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and**

**13.7.7 "Bellcore Special Report SR-TSV-002275, IBOC Notes on the LEC Networks - Signaling".)**

**13.8 Advanced Intelligent Network (AIN) Access, Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access**

**13.8.1 BellSouth will make all BellSouth SCP-based AIN retail services available for resale to MCIm. MCIm will be given the opportunity to develop competitive AIN 0.1 service applications via unbundled access to BellSouth's SCE/SMS. Where Technically Feasible, access to BellSouth resold services and MCIm created services may be supported from both MCIm and BellSouth local switches.**

## **MCImetro-BellSouth Florida Interconnection Agreement**

reasonable basis. Scheduling procedures shall provide MCI<sub>m</sub> equal priority access to these resources.

13.8.4 AIN access BellSouth shall allow for multi-user access with proper source code management and other logical security functions as specified in the Security section of this Agreement.

13.8.5 The BellSouth SCP shall partition and protect MCI<sub>m</sub> service logic and data from unauthorized access, execution or other types of compromise.

13.8.6 When MCI selects SCE/SMS AIN access, BellSouth shall provide adequate training, documentation, and technical support of MCI<sub>m</sub> development staff to reasonably expect successful application development. Such training shall address use of SCE/SMS AIN access and administrative functions, but will not include support for creation of a specific service application.

13.8.7 BellSouth will provide a secure controlled access environment in association with its internal utilization of AIN components. When MCI<sub>m</sub> utilizes BellSouth's SCE/SMS, AIN Access will be provided via remote data connections (e.g., dial up, LAN, WAN) to published specifications.

13.8.8 When MCI<sub>m</sub> selects SCE/SMS AIN Access, BellSouth shall allow MCI<sub>m</sub> to download data forms and/or tables to the BellSouth SCP via the BellSouth SMS without intervention from BellSouth (e.g., service customization and subscriber subscription).

13.8.9 BellSouth shall offer, through the SCE/SMS AIN Access, access to the SCPs/Databases for control of MCI<sub>m</sub> end user functionality.

### **Section 14. Tandem Switching**

#### **14.1 Definition:**

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch). BellSouth shall provide MCI<sub>m</sub> with selective routing via Line Class Codes on a first-come, first-served basis. Further, MCI<sub>m</sub> and BellSouth shall continue to work with the appropriate industry groups to develop a long term solution for selective routing. BellSouth may reserve for itself a reasonable number of line class codes.

## **MCImetro-BellSouth Florida Interconnection Agreement**

**14.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between an MCIm end office and the end office of another CLEC).**

**14.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 12.**

**14.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by MCIm. Billing requirements are specified in Attachment 8 of this Agreement.**

**14.2.6 Upon reasonable request, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. When requested by MCIm, the results and reports of the testing shall be made immediately available to MCIm.**

**14.2.7 When requested by MCIm, BellSouth shall provide performance data regarding traffic characteristics or other measurable elements to MCIm for review.**

**14.2.8 Tandem Switching shall be capable of controlling congestion using capabilities such as Automatic Congestion Control (e.g. choke trunk groups) and Network Routing Overflow. Congestion control provided or imposed on MCIm traffic shall be at parity with controls being provided or imposed on BellSouth traffic (e.g., BellSouth shall not block MCIm traffic in a discriminatory manner).**

**14.2.9 Subject to section 14.1, above, Tandem Switching shall route calls to BellSouth or MCIm endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by MCIm. Detailed primary and overflow routing plans for all interfaces available within the BellSouth switching network shall be mutually agreed to by MCIm and BellSouth. Such plans shall meet reasonable MCIm requirements for routing calls through the local network.**

**14.2.10 Tandem Switching shall process originating toll-free traffic received from an MCIm local switch.**

**Section 15. Additional Requirements**

This Section 15 of Attachment III sets forth the additional requirements for unbundled Network Elements which BellSouth agrees to offer to MCIIm under this Agreement.

**15.1 Cooperative Testing**

**15.1.1 Definition:**

Cooperative Testing means that BellSouth shall cooperate with MCIIm upon request or as needed to (1) ensure that the Network Elements and Ancillary Functions and additional requirements being provided to MCIIm by BellSouth are in compliance with the requirements of this Agreement, (2) test the overall functionality of various Network Elements and Ancillary Functions provided by BellSouth to MCIIm in combination with each other or in combination with other equipment and facilities provided by MCIIm or third parties, and (3) ensure that all operational interfaces and processes are in place and functioning properly and efficiently for the provisioning and maintenance of Network Elements and Ancillary Functions and so that all appropriate billing data can be provided to MCIIm.

**15.1.2 Requirements**

Within ninety (90) days of the Effective Date of this Agreement, MCIIm and BellSouth will agree upon a process to resolve technical issues relating to interconnection of MCIIm's network to BellSouth's network and Network Elements and Ancillary Functions. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If MCIIm and BellSouth do not reach agreement on such a process within ninety (90) days, any issues that have not been resolved by the parties with respect to such process shall be submitted to the procedures set forth in Part A Section 23 of this Agreement unless both parties agree to extend the time to reach agreement on such issues.

**15.1.2.1** BellSouth shall provide MCIIm access for testing at any interface between a BellSouth Network Element or combinations and MCIIm equipment or facilities. Such test access shall be sufficient to ensure that the applicable requirements can be tested by MCIIm. This access shall be available seven (7) days per week, 24 hours per day.

## **MCImetro-BellSouth Florida Interconnection Agreement**

**15.1.2.9 BellSouth shall get acceptance from MCIm prior to conducting tests or maintenance procedures on Network Elements or Ancillary Functions or on the underlying equipment that is then providing a Network Element or Ancillary Function, that may cause a service interruption or degradation of service**

**15.1.2.10 BellSouth shall provide a single point of contact to MCIm that is available 7 days per week, 24 hours per day for trouble status, sectionalization, resolution, escalation, and closure. Such staff shall be adequately skilled to allow expeditious problem resolution.**

**15.1.2.11 BellSouth shall provide to MCIm electronic access to 105 responders, 100-type test lines, or 102-type test lines associated with any circuits under test.**

**15.1.2.12 BellSouth shall participate in Cooperative Testing with MCIm upon MCIm's request to test any operational interface or process used to provide Network Elements, Ancillary Functions or Services to MCIm.**

**15.1.2.13 MCIm and BellSouth shall endeavor to complete Cooperative Testing as stated in Attachment 8.**

**15.1.2.14 BellSouth shall participate in Cooperative Testing requested by MCIm whenever it is deemed necessary by MCIm to insure service performance, reliability and subscriber serviceability.**

**15.1.2.15 MCIm may accept or reject the Network Element ordered by MCIm if, upon completion of cooperative acceptance testing, the tested Network Element does not meet the requirements stated herein.**

**15.1.2.16 BellSouth shall provide real-time, remote data access, where available to performance monitoring and alarm data on events affecting (or potentially affecting) MCIm's traffic on BellSouth's network elements.**

### **15.2 Performance**

#### **15.2.1 Scope**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**15.2.3.1.4 TR-NWT-000057, Issue 2, January 1993,  
Functional Criteria for Digital Loop Carriers Systems.**

**15.2.3.1.5 TR-NWT-000507, Issue 5, December  
1993, LSSGR - Transmission, Section 7.**

**15.2.3.1.6 GR-303-CORE, Issue 1, September 1995,  
Integrated Digital Loop Carrier System Generic  
Requirements, Objectives, and Interface.**

**15.2.3.1.7 GR-334-CORE, Issue 1, June 1994,  
Switched Access Service: Transmission Parameter  
Limits and Interface Combinations.**

**15.2.3.1.8 TR-NWT-000335, Issue 3, May 1993,  
Voice Grade Special Access Services - Transmission  
Parameter Limits and Interface Combinations.**

**15.2.3.1.9 TR-TSY-000529, Issue 2, July 1987,  
Public Safety - LSSGR.**

**15.2.3.1.10 GR-1158-CORE, Issue 2, October 1995,  
OSSGR Section 22.3: Line Information Database.**

**15.2.3.1.11 TR-TSY-000511, Issue 2, July 1987,  
Service Standards, a Module (Section 11) of LATA  
Switching Systems Generic Requirements (LSSGR,  
FR-NWT-000064).**

**15.2.3.1.12 TR-NWT-000393, January 1991, Generic  
Requirements for ISDN Basic Access Digital  
Subscriber Lines.**

**15.2.3.1.13 TR-NWT-000909, December 1991,  
Generic Requirements and Objectives for Fiber In  
The Loop Systems.**

**15.2.3.1.14 TR-NWT-000505, Issue 3, May 1991,  
LSSGR Section 5, Call Processing.**

**15.2.3.1.15 FR-NWT-000271, 1993, Operator  
Services Systems Generic Requirements (OSSGR).**



**15.2.3.4 IEEE Standards**

**15.2.3.4.1 IEEE Standard 743-1984, IEEE Standard Methods and Equipment for Measuring Transmission Characteristics of Analog Voice Frequency Circuits.**

**15.2.3.4.2 ANSI/IEEE Standard 820-1984, Telephone Loop Performance Characteristics.**

**15.2.4 Services and Capabilities**

**15.2.4.1 All Network Elements shall provide performance sufficient, in combination with other Network Elements, to provide the following applications in accordance with the requirements of this document:**

**15.2.4.1.1 All types of voice services.**

**15.2.4.1.2 All types of voice-band data modem connections up to and including 28.8 Kbps V-34.**

**15.2.4.1.3 All types of FAX transmissions up to and including 14.4 Kbps group 3.**

**15.2.4.1.4 All CLASS/LASS features.**

**15.2.4.1.5 All Operator Systems.**

**15.2.4.2 The following capabilities shall be provided as applicable:**

**15.2.4.2.1 ISDN BRI**

**15.2.4.2.2 ISDN PRI**

**15.2.4.2.3 Switched Digital Data**

**15.2.4.2.4 Non-Switched Digital Data**

**15.2.4.2.5 Any types of Video applications that a subscriber may order**

**15.2.4.2.6 Any Coin Services the subscriber may order**

## MCImetro-BellSouth Florida Interconnection Agreement

15.2.5.3.1.2 No more than 1, 2-to-4-wire hybrid.

15.2.5.3.1.3 No voice compression.

15.2.5.3.1.4 No echo canceled or suppressers.

15.2.5.3.1.5 One digital loss pad per PBX.

15.2.5.3.1.6 No digital gain.

15.2.5.3.1.7 No additional equipment that might significantly increase intermodulation distortion.

### 15.2.5.4 Transmission Impairments

#### 15.2.5.4.1 Analog Impairments

15.2.5.4.1.1 Analog impairments are those introduced on portions of the end-to-end circuit on which communications signals are transmitted in analog format. These portions of the transmission path would typically be between NID and an A/D conversion, most commonly on the metallic loop. The performance on the analog portion of a circuit is typically inversely proportional to the length of that circuit.

#### 15.2.5.4.1.2 Loss

15.2.5.4.1.2.1 Electrical loss is measured using a 1004 Hz 0.0 DB one Milliwatt 900 ohm test tone.

15.2.5.4.1.2.2 Off-hook electrical loss between the NID and the switch shall be no more than 8.0 dB for any line, and the mean value for all lines shall be 3.5 dB  $\pm$ 0.5 dB. On-hook electrical loss between the NID and the switch shall be

**15.2.5.4.1.6 Propagation and Processing Delay**

**15.2.5.4.1.6.1 Propagation delay is the delay involved in transmitting information from one location to another. It is caused by processing delays of equipment in the network and delays associated with traveling across transmission facilities.**

**15.2.5.4.1.6.2 BellSouth shall cooperate with MCI to limit total service propagation and processing delay to levels at parity with that within the BellSouth local network.**

**15.2.5.4.1.7 Signal-to-Noise Ratio**

**15.2.5.4.1.7.1 The Signal-to-Noise Ratio (S/N) is a critical parameter in determining voiceband data performance. It is typically measured with a 1004 Hz tone.**

**15.2.5.4.1.7.2 BellSouth must provide on the Loop Combination a signal-to-noise ratio of at least 37 dB between the NID and the end office.**

**15.2.5.4.1.8 C-Notched Noise**

**The requirements for Signal-to-Noise Ratio shall apply to C-Notched Noise.**

**15.2.5.4.1.9 Attenuation Distortion**

**15.2.5.4.1.9.1 Attenuation distortion, also known as frequency distortion or gain slope, measures the variations in loss at different frequencies across the voice frequency spectrum (200 Hz - 3400 Hz). It is measured by subtracting**

and either 4-300 Hz or 2-300 Hz). Phase jitter impacts voiceband data performance and can make modems more susceptible to other impairments, including noise.

15.2.5.4.1.11.2 From the NID to the interexchange carrier point of termination, phase jitter shall be  $< 1.5^\circ$  point-to-point in the 0-300 Hz band, and  $< 1.8^\circ$  point-to-point in the 4-300 Hz band.

#### 15.2.5.4.1.12 Amplitude Jitter

15.2.5.4.1.12.1 Amplitude jitter is any deviation of the peak value of a 1004 Hz signal from its nominal value. Excessive amounts can impair voiceband data performance. It is primarily caused by noise but can also be caused by phase jitter, gain hits, or single frequency interference.

15.2.5.4.1.12.2 In NID-interexchange carrier point of termination,  $\leq 2.5\%$  of amplitude jitter is permitted in the 20-300 Hz band and  $\leq 2.9\%$  in the 4-300 Hz band.

#### 15.2.5.4.1.13 Intermodulation Distortion

15.2.5.4.1.13.1 Intermodulation distortion (IMD) measures non-linear distortions of a signal. It compares the power of harmonic tones to the power of the transmitted tones. It is measured for both the 2nd and 3rd harmonics of the transmitted tones. IMD is caused by compression or clipping and can impair voiceband data performance.

**15.2.5.4.1.15.2** Between the NID and interexchange carrier point of termination, 99.75% of all 15-minute connections shall have no phase hits exceeding 10°. In addition, there shall be no more than 1 phase hit exceeding 10° in any 30-minute period.

**15.2.5.4.1.16 Gain Hits**

**15.2.5.4.1.16.1** Gain hits are sudden changes in the level of a signal that last at least 4 msec. Gain hits are measured against a threshold of typically 2-5 dB relative to the signal's nominal level. Gain hits are usually caused by protection switches and can impair voiceband data performance.

**15.2.5.4.1.16.2** Between the NID and the interexchange carrier point of termination, 99.5% of all 15-minute connections shall have no gain hits exceeding 3 dB. In addition, there shall be no more than 1 gain hit exceeding 3 dB in any 30-minute period.

**15.2.5.4.1.17 Dropouts**

**15.2.5.4.1.17.1** Dropouts are drops in the level of a signal of 12 dB or more for at least 4 msec. They are caused by protection switching events, radio fading, and conditions causing digital carrier systems to lose frame. Dropouts are critical for voiceband data performance but, if severe enough, will also affect voice quality.

**15.2.5.4.1.17.2** Between the NID and the interexchange carrier point of termination, 99.9% of all 15-minute connections shall have no dropouts and in addition, no connection shall suffer

**15.2.5.4.1.20.1 Clipping occurs when part of a transmitted signal is dropped and does not reach the receiving portion on a connection. It can be caused by Digital Speech Interpolation (DSI) equipment used in Digital Circuit Multiplication Systems (DCMS) which increase the amount of traffic that transmission facilities carry, and by echo cancelers or echo suppressers.**

**15.2.5.4.1.20.2 No clipping incidents shall occur on any call.**

#### **15.2.5.4.2 Digital Impairments**

**Digital impairments occur in the signal wherever it is transmitted in digital format. These errors are usually introduced upon conversion of the signal from analog to digital, as well as at interfaces between digital components. While many digital impairments have little impact on subjective voice quality, they can impact voiceband data performance.**

##### **15.2.5.4.2.1 Signal Correlated Distortion**

**15.2.5.4.2.1.1 Signal correlated distortion (SCD) is unwanted noise or distortion introduced into a signal through the conversion of a signal from analog to digital format or through digital processing that changes the transmitted signal. SCD affects performance when a sign is being transmitted. The primary sources of SCD are signal encoders, echo cancelers, digital loss pads, and robbed bit signaling. SCD affects both voice and voiceband data performance.**

**15.2.5.4.2.1.2 The NID-to-end-office connection shall allow:**

frequency offset and drift, changes in propagation delay of terrestrial facilities due to temperature changes and changes in the distance of satellites from the earth. These events have a major impact on voiceband data performance.

15.2.5.4.2.3.2 The maximum digital timing jitter allowed in the 10 Hz to 8 kHz frequency band at any network interface or any terminal equipment in the network is 5 Unit Intervals (UI). The maximum digital timing jitter allowed in the 8 kHz to 40 kHz frequency band is 0.1 UI. The objective for wander is less than 28 UI at any network interface or terminal equipment.

**15.2.5.4.2.4 DS-1 Errored Seconds**

15.2.5.4.2.4.1 An Errored Second (ES) on a DS-1 facility is any second during which at least 1 bit is in error. The impact of an ES on performance depends on the number of errors that occur during a second. Typically, voice performance is not significantly impacted by ES but they can cause errors in voiceband data transmissions.

15.2.5.4.2.4.2 Each BellSouth network shall have less than 20 ESs per 24 hour period.

**15.2.5.4.2.5 DS-1 Severely Errored Seconds**

15.2.5.4.2.5.1 A severely Errored Second (SES) is any second during which a DS-1 has an error rate exceeding 0.001. An SES can be caused by a loss of framing, a slip, or a protection switch. SESs have impacts on both voice and voiceband data performance. For voice, a SES will

to the probability that a task will be completed successfully, given that it is successfully begun.

**15.2.5.5.1 Blocked Calls**

**15.2.5.5.1.1** Blocking is the fraction of call origination attempts denied service during a stated measurement period. Blocking occurs because of competition for limited resources within the network.

**15.2.5.5.1.2** For intraLATA toll service and local exchange service, the blocking level from originating (NID) to terminating NID shall not exceed 1% in any hour, except under conditions of service disruption. For access to or egress from a long distance network, the blocking rate shall not exceed 0.5% in any hour.

**15.2.5.5.2 Downtime**

Downtime is the period of time that a system is in a failed state.

**15.2.5.5.2.1** The average downtime for all subscriber Loop Combinations shall be less than 49 minutes per year. The maximum downtime for 99% of all subscriber Loop Combinations shall be less than 74 minutes per year.

**15.2.5.5.2.2** The average downtime for an end office switch shall be less than 3 minutes per year. The average downtime for individual trunks shall be less than 28 minutes per year. The average downtime for digital trunk groups shall be less than 20 minutes per year. The average downtime for an individual line appearance at the switch shall be less than 28 minutes per year. The average downtime for a Remote Terminal (RT) shall be less than 17 minutes per year. The average downtime for an individual line on a Remote Terminal (RT) shall be less than 13 minutes per year.



## **MCImetro-BellSouth Florida Interconnection Agreement**

**15.2.5.5.4.2** The maximum dial tone removal interval shall be  $\leq 500$  milliseconds.

### **15.2.5.5.5 Post Dial Delay**

**15.2.5.5.5.1** Post Dial Delay (PDD) is the amount of time a caller must wait after entering or dialing the last digit of a Destination Telephone Number (DTN) before hearing a valid audible network response. The PDD for an end user is measured from the time the caller has pressed or dialed the last digit of a DTN until receipt of an audible network response.

**15.2.5.5.5.2** The requirements given reflect an end-to-end CCS7 protocol for MCI end users. Where a mixture of CCS7 and inband (MF) signaling protocols are employed, an increase in the PDD can be expected.

#### **15.2.5.5.5.2.1 PDD 1 - A - Intra LSO**

**15.2.5.5.5.2.1.1** Intra-LSO calls do not employ external signaling protocols. The PDD for intra-LSO calls flows are dependent upon the processor cycle time and traffic load conditions. This PDD is assumed to be between subscribers on the same LSO, between the Remote Switch Modules (RSMs) on the same Host, or between an RSM and Host subscribers.

**15.2.5.5.5.2.1.2** The objective for intra-LSO PDD is less than 310 milliseconds for 50% of all calls and less than 460 milliseconds for 95% of all calls.

#### **15.2.5.5.5.2.2 PDD1 - B - LSO to Another Local LSO**

## **MCImetro-BellSouth Florida Interconnection Agreement**

providers however does not necessarily utilize CCS7 signaling. There are three basic egress signaling configuration. They are:

**15.2.5.5.5.2.3.2.1 Network Inter-Connect, CCS7 between MCI and the local telephone company.**

**15.2.5.5.5.2.3.2.2 Inband Multifrequency (MF) signaling protocols without a BellSouth egress tandem in the connection.**

**15.2.5.5.5.2.3.2.3 Inband MF signaling protocols with a BellSouth egress tandem in the connection.**

**15.2.5.5.5.2.3.2.3.1 Calls from an MCI LSO to other LSOs outside the local service area are assumed to have multiple STPs for 1+ traffic in the access and PSTN portion of the connection. The egress from the PSTN for 1+ traffic is again dependent upon the interface agreements in that service area and may consist of CCS7 or inband MF protocols.**

**15.2.5.5.5.2.3.2.3.2 Calls from an MCI's LSO to another MCI LSO with a mixture of CCS7 or all inband signaling protocols are expected to receive PDDs on the average of 2.9 seconds with 95% in  $\leq 6.5$  seconds.**

**15.2.5.5.5.2.4 Impact of Number Portability (NP)**

**If a call forwarding option is used as an interim solution for NP, the delay due to additional switching in the local access shall not exceed 0.4 seconds when MCI is direct connected to the BellSouth end office, and 0.8 seconds**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**Operator Services provided by BellSouth. Additionally, post dial delay from the Operator Services to destination numbers shall be no worse than that provided by BellSouth. Post dial delay for connections to MCIm local directory services shall be no worse than directory services provided by BellSouth. Additionally, post dial delay from the directory system to destination numbers shall be no worse than that provided by BellSouth.**

### **15.2.5.7 Operator Systems**

**Operator System connections shall comply with the requirements for the Loop Combination, Local Switching, Operator Service, and Directory Assistance Service requirements.**

### **15.2.5.8 Common Transport**

**Specific requirements for this Network Element or Ancillary Function are in the Common Transport section. In all cases the performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." Allocation of impairments shall be negotiated between MCIm and BellSouth consistent with sound engineering principles.**

### **15.2.5.9 Dedicated Transport**

**Specific requirements for this Network Element are in the Dedicated Transport section. In all cases the performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." (Allocation of impairments shall be negotiated between MCIm and BellSouth consistent with sound engineering principles.)**

### **15.2.5.10 Signaling Transfer Points**

**Specific requirements for this Network Element are in the Signaling Transfer Points section. In all cases the performance of this Network Element shall meet the general requirements stated in "General Performance Requirements." (Allocation of impairments shall be negotiated between MCIm and BellSouth.)**

### **15.2.5.11 Signaling Link Transport**

## **MCImetro-BellSouth Florida Interconnection Agreement**

### **15.3.1 Scope:**

**This Section refers specifically to requirements on the use of redundant network equipment and facilities for protection, restoration, and disaster recovery.**

### **15.3.2 Requirements**

**15.3.2.1 BellSouth shall provide protection, restoration, and disaster recovery capabilities at parity with those capabilities provided for their own services, facilities and equipment (e.g., equivalent circuit pack protection ratios, facility protection ratios).**

**15.3.2.2 BellSouth shall provide Network Elements and Ancillary Functions equal priority in protection, restoration, and disaster recovery as provided to their own services, facilities and equipment.**

**15.3.2.3 BellSouth shall provide Network Elements and Ancillary Functions equal priority in the use of spare equipment and facilities as provided to their own services, facilities and equipment.**

**15.3.2.4 BellSouth shall restore Network Elements which are specific to MCI end user subscribers on a priority basis as MCI may designate.**

## **15.4 Synchronization**

### **15.4.1 Definition:**

**Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.**

### **15.4.2 Technical Requirements**

## **MCImetro-BellSouth Florida Interconnection Agreement**

interconnecting DS0 circuits to a single clock source and by limiting the interconnection of DS0 equipment to less than 1,500 cable feet. Therefore, a BITS shall provide DS1 and composite clock signals when the appropriate composite signal is a 64-kHz 5/8<sup>th</sup> duty cycle, return to zero with a bipolar violation every eighth pulse (B8RZ).

### **15.4.2.2.2 Inter-Building**

**15.4.2.2.2.1** BellSouth shall provide inter-building synchronization at the DSI rate, and the BITS shall accept the primary and secondary synchronization links from BITS in other buildings. From hierarchical considerations, the BITS shall be the highest stratum clock within the building and BellSouth shall provide operations capabilities (this includes, but is not limited to: synchronization reference provisioning; synchronization reference status inquiries; timing mode status inquiries; and alarm conditions).

### **15.4.3 Synchronization Distribution Requirements**

**15.4.3.1** Central office BITS shall contain redundant clocks meeting or exceeding the requirements for a stratum 2 clock as specified in ANSI T1.101-1994 and Bellcore TR-NWT-001244 Clocks for the Synchronized Network: Common Genetic Criteria.

**15.4.3.2** Central office BITS shall be powered by primary and backup power sources.

**15.4.3.3** If both reference inputs to the BITS are interrupted or in a degraded mode (meaning off frequency greater than twice the minimum accuracy of the BITS, loss of frame, excessive bit errors, or in Alarm Indication Signal), then the stratum clock in the BITS shall provide the necessary bridge in timing to allow the network to operate without a frame repetition or deletion (slip free) with better performance than 1 frame repetition or deletion (slip) per week.

## MCImetro-BellSouth Florida Interconnection Agreement

time. For example, for integration times of 25 seconds, TDEV shall be less than 15.8 nanoseconds.

### 15.5 SS7 Network Interconnection

#### 15.5.1.1 Definition:

Figure 8 depicts Signaling System 7 (SS7) Network Interconnection. SS7 Network Interconnection is the interconnection of MCI local Signaling Transfer Point (STPs) with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), MCI local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

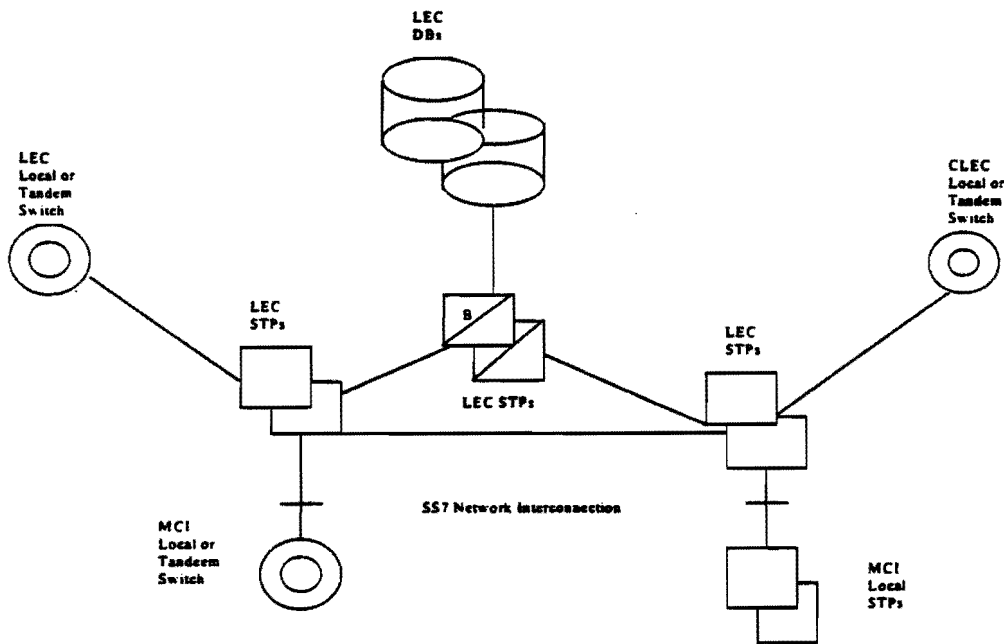


Figure 8. SS7 Network Interconnection

#### 15.5.2 Technical Requirements

15.5.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

15.5.2.1.1 BellSouth local or tandem switching systems;

## MCImetro-BellSouth Florida Interconnection Agreement

FIGURE 9. Interswitch TCAP Signaling for SS7 Network Interconnection

15.5.2.4 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

15.5.2.5 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1. 111 (Reference 12.5.2). This includes:

15.5.2.5.1 Signaling Data Link functions, as specified in ANSI T1.111.2;

15.5.2.5.2 Signaling Link functions, as specified in ANSI T1.111.3; and

15.5.2.5.3 Signaling Network Management functions, as specified in ANSI T1.111.4.

15.5.2.6 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112 (Reference 12.5.4). In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4.

15.5.2.7 Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination.

15.5.2.8 Where the destination signaling point is an MCI local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of MCI local STPs, and shall not include SCCP Subsystem Management of the destination.

## MCI metro-BellSouth Florida Interconnection Agreement

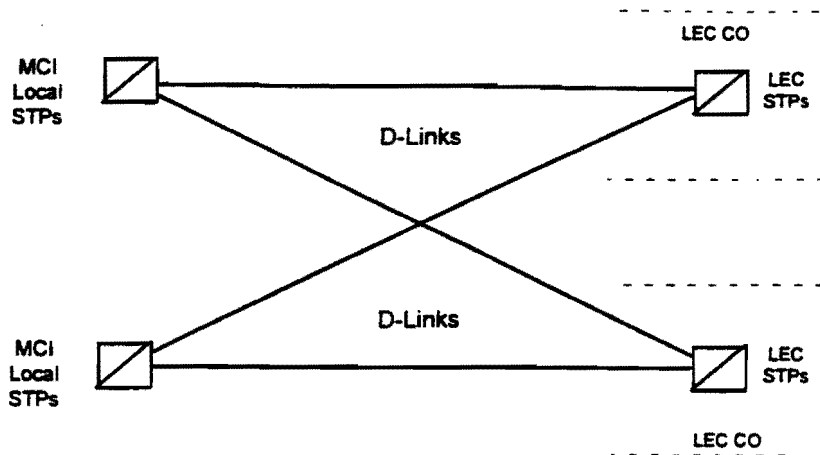


FIGURE 10. D-LINK Interface

15.5.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, including but not limited to a DSX-1, in the Central Office (CO) where the BellSouth STPs is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting MCI local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs.

15.5.3.3.1 In each LATA, there will be two signaling points of interconnection (SPOIs). The requirement for two SPOIs is driven by the critical importance attached by all parties to signaling link diversity.

15.5.3.3.2 Each party will designate one of the two SPOIs in the LATA. A SPOI can be any existing cross connect point in the LATA. Since each party will designate a SPOI, we believe that both parties will be incented to select reasonable and efficient SPOI locations.

15.5.3.3.3 Each signaling link requires a port on each party's STP, which each party shall provide without explicit charge.



**MCImetro-BellSouth Florida Interconnection Agreement**

**15.5.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);**

**15.5.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;**

**15.5.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);**

**15.5.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;**

**15.5.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);**

**15.5.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;**

**15.5.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);**

**15.5.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);**

**15.5.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);**

**15.5.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;**

**15.5.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;**

## **MCImetro-BellSouth Florida Interconnection Agreement**

**15.6.1.3** When requested by MCIm and a third party carrier, BellSouth shall provide interconnections between MCIm's network, and the other carrier's network through the BellSouth network at transmission rates designated by MCIm, including, but not limited to DS1, DS3, and STS-1. BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers through the BellSouth network, and at MCIm's request, BellSouth shall record and keep records of such traffic for MCIm billing purposes.

**15.6.1.4** BellSouth shall provide two-way trunk groups for interconnections. At MCIm's request, BellSouth shall provide unidirectional traffic on such trunks, in either direction, effectively operating them as if they were one-way trunk groups.

**15.6.1.5** BellSouth shall provision trunks without any user restrictions (e.g., option for two-way trunking where mutually agreed to, and no unnecessary trunk group fragmentation by traffic types; provided that the Party receiving the traffic has the right to receive traffic in the manner set forth in Section 1.1.2 of Attachment IV).

**15.6.1.6** All trunking provided by BellSouth shall adhere to the applicable performance requirements set forth in the "General Performance Requirements" section of this Agreement.

**15.6.1.7** At MCIm's request, BellSouth shall provide for overflow routing from a given trunk group or groups onto another trunk group or groups as MCIm designates.

**15.6.1.8** BellSouth and MCIm shall agree on the establishment of two-way trunk groups for the exchange of traffic for other IXCs. These trunk groups can be provided in a "meet point" arrangement.

**15.6.1.9** Interconnection shall be made available upon MCIm's request at any Technically Feasible point of interface. All trunk interconnections shall be provided, including, SS7, MF, DTMF, DialPulse, PRI-ISDN (where available), DID (Direct Inward Dialing), CAMA-ANI, and trunking necessary so that interim NP can be provided.

## **MCImetro-BellSouth Florida Interconnection Agreement**

BellSouth shall provide one trunk group per NPA served by the local BellSouth switch.

15.6.1.10.4.2 BellSouth shall provide such trunks as one-way trunks from the BellSouth network to the MCIm network.

15.6.2 Network Interconnection between BellSouth and MCIm shall meet or exceed all of the requirements for Network Interconnection set forth in the following technical references:

15.6.2.1 GR-317-CORE, Switching System generic requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994;

15.6.2.2 GR-394-CORE, Switching System generic requirements for Interexchange Carrier Interconnection Using the Integrated Services Digital Network User Part (ISDNUP), Bellcore, February, 1994;

15.6.2.3 FR-NWT-000271, OSSGR Operator Services Systems generic requirements, Bellcore, 1994 Edition; and

15.6.2.4 FR-NWT-000064, LATA Switching Systems Generic Requirements (LSSGR), Bellcore, 1994 Edition.

### ***Section 16. Basic 911 and E911***

See Attachment VIII, Section 6.1.1 911 General Requirements and Section 6.2.1 911 System Interface and Exchanges

### ***Section 17. Directory Assistance Data***

See Attachment VIII, Section 6.1.6, Directory Assistance Data General Requirements and Section 6.2.2, Directory Assistance Data Interfaces and Exchanges.

**Attachment IV**  
**Interconnection**

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**TABLE OF CONTENTS**

**Attachment IV  
INTERCONNECTION**

Section 1.	Local Interconnection Trunk Arrangement	IV - 1
Section 2.	Compensation Mechanisms	IV - 2
Section 3.	Signaling	IV - 4
Section 4.	Network Servicing	IV - 5
Section 5.	Network Management	IV - 8
Section 6.	Busy Line Verify and Interrupt	IV - 9
Section 7.	Usage Measurement	IV - 9
Section 8.	Responsibilities of the Parties	IV - 10

## **MCIm-BellSouth Florida Interconnection Agreement**

1.2.1 BellSouth "Interconnection Point" or "IP" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between MCIm and BellSouth for the local interconnection of their networks. MCIm will separate traffic destined for different tandems onto separate trunk groups at the IP.

1.2.2 MCIm shall designate at least one IP in the LATA in which MCIm originates local traffic and interconnects with BellSouth. MCIm will be responsible for engineering and maintaining its network on its side of the IP. BellSouth will be responsible for engineering and maintaining its network on its side of the IP. If and when the parties choose to interconnect at a mid-span meet, MCIm and BellSouth will jointly provision the fiber optic facilities that connect the two networks and shall share the financial and other responsibilities for that facility.

1.2.2.1 Upon MCIm's request for additional points of interconnection, BellSouth will interconnect with MCIm at any Technically Feasible point on BellSouth's network of MCIm's choosing using the same technical configuration or using other arrangements, including but not limited to mutually agreed upon mid-span fiber meets, entrance facilities, telco closets, and physical or virtual collocation.

1.2.2.2 Within three (3) business days of MCIm's written request for IP, BellSouth shall identify any known Environmental Hazard or Hazardous Materials existing in the IP route or location.

1.2.2.3 BellSouth shall allow MCIm to perform any environmental site investigations, including, but not limited to, asbestos surveys, MCIm deems to be necessary in support of its collocation needs, at MCIm's request.

1.2.2.4 If interconnection is complicated by the presence of Environmental Hazards or Hazardous Materials, and an alternative route is available, BellSouth shall make such alternative route available for MCIm's consideration.

## ***Section 2. Compensation Mechanisms***

### **2.1 Interconnection Point**

2.1.1 Each party is responsible for bringing their facilities to the IP.

## **MCIm-BellSouth Florida Interconnection Agreement**

**2.4.1** When calls from MCIm are terminating on BellSouth's network through the BellSouth tandem, MCIm will pay to BellSouth the tandem switching rate.

**2.4.2** When BellSouth terminates calls to MCIm's subscribers using MCIm's switch, BellSouth shall pay to MCIm the appropriate interconnection rate(s). BellSouth shall not compensate MCIm for transport and tandem switching unless MCIm actually performs each function.

**2.4.3** MCIm may choose to establish direct trunking to any given end office. If MCIm leases trunks from BellSouth, it shall pay charges for dedicated or common transport. For calls terminating from MCIm to subscribers served by these directly trunked end offices, MCIm shall also pay BellSouth the end office switching rate. For BellSouth traffic terminating to MCIm over the direct end office trunking, BellSouth shall pay the same rate.

### ***Section 3. Signaling***

**3.1** Signaling protocol. The parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.

**3.2** The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

**3.2.1** OSS7, while planned by BellSouth, is not presently available.

**3.3** Refer to Attachment III, Section 15.5 for detailed terms of SS7 Network Interconnection.

**3.4** Both parties agree that the standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, MCIm will agree to using other interconnection protocols on

**MCI-BellSouth Florida Interconnection Agreement**

**4.1.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;**

**4.1.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.**

**4.1.2 Parties shall meet to review and reconcile their forecasts if forecasts vary significantly. The parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following;**

**4.1.2.1 If the parties are unable to reach such a reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average CCS utilization for the third month is under seventy-five percent (75%) of capacity, either party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity.**

**4.1.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity.**

**4.1.3 Each party shall provide a specified point or points of contact for planning Forecasting and trunk servicing purposes.**

**4.1.4 Trunking can be established to tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0 level, DS-1 level, DS-3/OC-3 level, or higher, as designated by MCI. Initial trunking will be established between the MCI switching centers and BellSouth's access tandem(s). The parties will utilize direct end office trunking under the following conditions:**



## **MCIm-BellSouth Florida Interconnection Agreement**

Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

**4.3.2** As discussed in this Agreement, both parties will jointly manage the capacity of Local Interconnection Trunk Groups. BellSouth's or MCIm's Trunk Servicing Group will send a Trunk Group Service Request (TGSR) to the other party to trigger changes they desire to the Local Interconnection Trunk Groups based on their capacity assessment. The affected party will issue an ASR to the other party:

**4.3.2.1** within ten (10) business days after receipt of the TGSR upon review of and in response to BellSouth's TGSR, or

**4.3.2.2** at any time as a result of either party's own capacity management assessment, to begin the provisioning process.

**4.3.3** The standard interval used for the provisioning of Local Interconnection Trunk Groups shall be determined by Subscriber Desired Due Date, but in no event shall it be longer than ten (10) working days.

**4.3.4** Orders that comprise a major project that directly impacts the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIm work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

**4.3.5** MCIm and BellSouth agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. MCIm and BellSouth agree to exchange an up-to-date list on a quarterly basis.

### ***Section 5. Network Management***

#### **5.1 Protective Protocols**

## **MCIIm-BellSouth Florida Interconnection Agreement**

7.2 Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

7.3 Where MCIIm provides local exchange services via switch facilities, each party shall provide to the other, within 20 calendar days after the end of each BellSouth fiscal quarter (commencing with the first full fiscal quarter after the effective date of this agreement), a usage report with the following information regarding traffic originating from facilities provided by the originating party and terminated over the Local Interconnection Trunk Groups:

7.3.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) at the state level terminated to each other over the Local Interconnection Trunk Groups and

7.3.2. Percent Local Use (PLU)

### ***Section 8. Responsibilities Of The Parties***

8.1 BellSouth and MCIIm agree to treat each other fairly, nondiscriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.

8.2 MCIIm and BellSouth agree to exchange such reports and/or data as provided in this Attachment in Section 7.3 to facilitate the proper billing of traffic. Either party may request an audit of such usage reports on no fewer than 10 business days' written notice and any audit shall be accomplished during normal business hours at the office of the party being audited. Such audit must be performed by a mutually agreed-to independent auditor paid for by the party requesting the audit and may include review of the data described in Section 7 above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other party.

8.3 MCIIm and BellSouth will review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. BellSouth and MCIIm will work together to begin providing these forecasts within 30 days from the Effective Date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either BellSouth or MCIIm.

**MCI-BellSouth Florida Interconnection Agreement**

**8.6.9 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.**

**Attachment V**  
**Collocation**

**TABLE OF CONTENTS**

**Attachment V  
COLLOCATION**

<b>Section 1.</b>	<b>Introduction</b>	<b>V-1</b>
<b>Section 2.</b>	<b>Technical Requirements</b>	<b>V-1</b>
<b>Section 3.</b>	<b>License</b>	<b>V-8</b>
<b>Section 4.</b>	<b>Technical References</b>	<b>V-8</b>

## **MCImetro-BellSouth Florida Interconnection Agreement**

**2.2 BellSouth shall provide intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) as requested by MCI to meet MCI's need for placement of equipment, interconnection, or provision of service.**

**2.3 BellSouth agrees to allow MCI's employees and designated agents unrestricted access to MCI dedicated space in manned BellSouth offices twenty-four (24) hours per day each day of the week. BellSouth may place reasonable security restrictions on access by MCI's employees and designated agents to the MCI collocated space in unmanned BellSouth offices. Notwithstanding, BellSouth agrees that such space shall be available to MCI's employees and designated agents twenty-four (24) hours per day each day of the week.**

**2.3 A security escort may be required for access to BellSouth premises or MCI space in some locations for non-BellSouth personnel. MCI agrees to provide its employees who will access the space with a picture identification badge containing the employee name, a recent photograph of the employee and the MCI company name and/or logo. Agent representatives will be required to have an identification badge containing the representative's name and company name.**

**2.4 MCI may collocate the amount and type of equipment it deems necessary in its collocated space in accordance with FCC Rules and Regulations. BellSouth shall not restrict the types of equipment or vendors of equipment to be installed, provided such equipment is for the provision of telecommunications service. All equipment placed in an BellSouth space for collocation must meet applicable industry standards.**

**2.5 BellSouth shall permit the interconnection of a collocating telecommunications carrier network with that of another collocating telecommunications carrier at the BellSouth premises and the interconnection of collocated equipment to the collocated equipment of another telecommunications carrier within the same premises through the purchase of BellSouth cross-connects.**

**2.5.1 Subject to Section 2.5, MCI may choose to lease unbundled transport from the BellSouth, or from a third carrier, rather than construct facilities to the BellSouth central office or facility where equipment will be collocated.**

**2.5.2 Charges for all services provided pursuant to this Attachment shall be as set forth in Attachment I.**

## **MCImetro-BellSouth Florida Interconnection Agreement**

space occupied by MCIm, or in the general area of the AC and DC power plants which support MCIm equipment that may directly impact MCIm's equipment arrangement, facilities or power supply. Notification of any emergency related activity shall be made immediately prior to the start of the activity so that MCIm can take any action required to monitor or protect its service.

**2.14 BellSouth shall construct the collocated space in compliance with MCIm's collocation request. Any deviation to MCIm's request will be jointly negotiated between the parties.**

**2.15 MCIm and BellSouth will complete an acceptance walk through of collocated space requested from BellSouth. BellSouth will correct any deviations to MCIm's original or jointly amended request within 5 business days after the walk through or a negotiated time frame, depending on the magnitude of the deviation, at BellSouth's expense. Any other additions or changes to the original or jointly amended request will be at MCIm's expense.**

**2.16 BellSouth shall provide Telephone Equipment drawings depicting the exact location for BellSouth Point of Termination Bay(s) to MCIm at the first joint planning meeting.**

**2.17 A joint planning meeting between BellSouth and MCIm will commence within a maximum of seven (7) business days, unless the parties jointly agree upon a later date, from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. The following information will be exchanged or determined at the meeting.**

**2.17.1 Telephone equipment drawings depicting the exact path with dimensions for MCIm Outside Plant Fiber ingress and egress into collocated space.**

**2.17.2 BellSouth shall provide power cabling connectivity information including the sizes and number of power feeders and power feeder fuse slot assignment on the BellSouth BDFB.**

**2.17.3 Work restriction guidelines.**

**2.17.4 BellSouth contacts and escalation process (names and telephone numbers and escalation order) for the following areas:**

**Engineering  
Provisioning  
Billing**

## **MCImetro-BellSouth Florida Interconnection Agreement**

bring itself into compliance with such industry standards as soon as technologically feasible.

**2.22.1** Central office power supplied by BellSouth into the MCIm equipment area, shall be supplied in the form of power feeders (cables) on cable racking into the designated MCIm equipment area. MCIm's certified vendor shall be responsible for the installation of power cabling from BellSouth's power distribution frame associated with the collocation space to the designated MCIm equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of MCIm equipment. The termination location shall be as requested by MCIm. Any deviations will be jointly negotiated by BellSouth and MCIm.

**2.22.2** BellSouth shall provide power as requested by MCIm to meet MCIm's need for placement of equipment, interconnection, or provision of service.

**2.22.3** BellSouth power equipment supporting MCIm's equipment shall:

**2.22.3.1** Comply with applicable industry standards (e.g., Bellcore and NEBS) or manufacturer's equipment power requirement specifications for equipment installation and physical equipment layout;

**2.22.3.2** Have redundant power feeds with physical diversity and battery back-up at parity with that provided for similar BellSouth equipment;

**2.22.3.3** Provide, upon MCIm's request via the BFR process, the capability for real time access to performance monitoring and alarm data that impacts (or potentially may impact) MCIm traffic;

**2.22.3.4** Provide central office ground, connected to a ground electrode located within the MCIm collocated space, at a location which meets BellSouth's Standards and is jointly agreed upon by the parties at the initial planning meeting identified in Section 2.17 preceding of this Attachment V.

**2.22.3.5** Provide feeder capacity and quantity to support the ultimate equipment layout for MCIm equipment in



## **MCImetro-BellSouth Florida Interconnection Agreement**

Materials is required, Intervals for physical collocation shall be a maximum of ninety (90) days from the date BellSouth receives MCI's firm order request. Requirements, terms and conditions for virtual collocation will be pursuant to section 20 of BellSouth's FCC #1 tariff.

2.25 Insurance requirements for collocation are subject to the provisions of section 11.7 of Part A of this Agreement.

### ***Section 3. License - Left Blank Intentionally***

### ***Section 4. Technical References***

BellSouth agrees to comply with all Bellcore and ANSI standards that are directly applicable to construct, supply and maintain collocation facilities. Such standards may include, without limitation:

National Electrical Code (NEC)

NEBS Generic Engineering Requirements for System Assembly and Cable Distribution (Bellcore)

Generic Requirements for -24, -48, -130, and -140 volt central office power plant rectifiers (Bellcore)

**Attachment VI**  
**Right of Way**

**ATTACHMENT VI**

**Rights of Way (ROW), Conduits, and Pole Attachments**

**TABLE OF CONTENTS**

<b>1. RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS</b>	<b>1</b>
<b>2. UNUSED TRANSMISSION MEDIA</b>	<b>39</b>

## MCI - BellSouth Florida Interconnection Agreement

herein. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".

1.1.6 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

1.1.7 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

1.1.8 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Attachment, the term refers to conduit systems owned or controlled by BellSouth.

1.1.9 Cost. The term "cost" as used herein refers to charges made by BellSouth to MCI for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in Attachment I of this Agreement shall apply for such work.

1.1.10 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Attachment, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.

1.1.11 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

1.1.12 The acronym "FCC" refers to the Federal Communications Commission.

1.1.13 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

1.1.14 Joint User. The term "joint user" refers to a utility which has entered into an agreement with SBT providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.

## **MCIm - BellSouth Florida Interconnection Agreement**

ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on MCIm's behalf," "personnel performing work on MCIm's behalf," and similar terms specifically include, but are not limited to, MCIm, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by MCIm and their respective officers, directors, employees, agents, and representatives.

**1.1.22 Person acting on BellSouth's behalf.** The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

**1.1.23 Pole.** The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

**1.1.24 Pole Attachment Act.** The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. ' 224.

**1.1.25 Prelicense survey.** The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCIm's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCIm's facilities.

**1.1.26 Right of Way (ROW).** The term "right of way" refers to the right to use the land or other property of another party to place

## **MCIIm - BellSouth Florida Interconnection Agreement**

attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Attachment.

**1.2.2.2** MCIIm agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.

**1.2.3** Licenses. Subject to the terms and conditions set forth in this Attachment, BellSouth shall issue to MCIIm one or more licenses authorizing MCIIm to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this State on a first come, first served basis. If BellSouth determines that the pole, conduit or duct space specifically requested by MCIIm is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on engineering concerns, BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCIIm's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system, provided that BellSouth shall provide written notice to MCIIm within a reasonable time specifying in detail the reasons for denying MCIIm's request. If MCIIm disagrees with BellSouth's determination, the matter may be submitted to the Alternative Dispute Resolution Process described in Part A of this Agreement

**1.2.4** Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford MCIIm access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located and any other owned or controlled ROW.

**1.2.4.1** BellSouth shall provide MCIIm with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such

**MCIIm - BellSouth Florida Interconnection Agreement**

one party any right to interfere with the other party's access to any such public or private rights-of-way.

**1.2.6 Left Blank Intentionally**

**1.2.7 No Effect on BellSouth's Rights to Manage its Own Facilities.**

This Attachment shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

**1.2.7.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or**

**1.2.7.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with MCIIm's pole attachment, conduit occupancy or ROW use, rights provided by licenses Issued pursuant to this Attachment .**

**1.2.8 No Effect on MCIIm's Rights to Manage its Own Facilities.**

This Attachment shall not be construed as limiting or interfering with MCIIm's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

**1.2.8.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which MCIIm deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or**

**1.2.8.2 To enter into new agreements or arrangements with other persons or entities permitting MCIIm to attach or place**

## MCIm - BellSouth Florida Interconnection Agreement

proposed construction, reconstruction, expansion or replacement to enable MCIm, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of MCIm.

1.2.9.4 At MCIm's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.

1.2.9.5 BellSouth will allow MCIm and other parties to reserve capacity under the same time frames, terms and conditions that it affords itself. This includes reservation of emergency ducts as well as ducts for growth and other purposes.

MCIm, if it so chooses may reserve one emergency duct for itself and then offer to share this duct with other telecommunication carriers that are willing to enter into such a sharing agreement.

1.2.10 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROWs will be granted by BellSouth on an equal basis to BellSouth, MCIm and other telecommunication service providers.

### 1.3 REQUIREMENTS AND SPECIFICATIONS

1.3.1 Published Standards Incorporated in this Attachment by Reference. MCIm agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Attachment :

1.3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

1.3.1.2 The National Electrical Code (NEC); and

1.3.1.3 The National Electrical Safety Code (NESC).

1.3.2 Changes in Published Standards. MCIm agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 1.3 of this



## **MCIIm - BellSouth Florida Interconnection Agreement**

kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.

1.3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when MCIIm's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.

1.3.4.3 New construction splices in MCIIm's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.

**1.3.5 Additional Specifications Applicable to Connections.** The following specifications apply to connections of MCIIm's conduit to BellSouth's conduit system:

1.3.5.1 MCIIm will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install MCIIm facilities will be performed by MCIIm or its contractor at MCIIm's expense. In no event shall MCIIm or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

1.3.5.2 BellSouth may monitor, at MCIIm's expense, the entrance and exit of MCIIm's facilities into BellSouth's manholes and the placement of MCIIm's facilities in BellSouth's manholes.

1.3.5.3 If MCIIm constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If MCIIm's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.

**1.3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally.** Duct clearing, rodding or modifications required to grant MCIIm access to BellSouth's conduit

## **MCIIm - BellSouth Florida Interconnection Agreement**

any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

1.3.6.5 All of MCIIm's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards.

1.3.6.6 MCIIm's facilities shall be plainly identified with MCIIm's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.

1.3.6.7..Left Blank Intentionally..

1.3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

1.3.6.9 Any leak detection liquid or device used by MCIIm or personnel performing work on MCIIm's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Bellcore.

1.3.6.10 When MCIIm or personnel performing work on MCIIm's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, MCIIm and all personnel performing work on MCIIm's behalf shall follow procedures which MCIIm deems appropriate for the protection of persons and property. MCIIm shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. MCIIm will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. MCIIm has sole responsibility for the safety of all personnel performing work on MCIIm's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend MCIIm's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to

## **MCIIm - BellSouth Florida Interconnection Agreement**

**1.3.7.3 MCIIm shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.**

**1.3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of MCIIm's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve MCIIm or personnel performing work on MCIIm's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.**

**1.3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of MCIIm's work at the work site, BellSouth's employee or agent shall have the authority to suspend MCIIm's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by MCIIm or personnel performing work on MCIIm's behalf.**

### **1.3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. MCIIm agrees that:**

**1.3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;**

**1.3.8.2 All persons acting on MCIIm's behalf, including but not limited to MCIIm's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;**

**1.3.8.3 MCIIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Attachment; and**

**1.3.8.4 MCIIm (and any person acting on MCIIm's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.**

### **1.3.9 Compliance with Environmental Laws and Regulations. MCIIm acknowledges that, from time to time, environmental**

section.

1.3.9.4 Left Blank Intentionally.

1.3.10 Compliance with Other Governmental Requirements.

MCIm agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. MCIm shall comply with all applicable statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. MCIm shall establish appropriate procedures and controls to assure such compliance.

1.3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 1.3, the most stringent standard or specification shall apply.

1.3.12 MCIm Solely Responsible for the Condition of Its Facilities.

MCIm shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in 1.3.1-1.3.11 above. In this regard, BellSouth shall have no duty to MCIm to inspect or monitor the condition of MCIm's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of MCIm's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed MCIm violation of the requirements of this Agreement; and (2) inspection of MCIm facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by MCIm. Either party may audit the other party's compliance with the terms of this Section 1.3.12.

1.3.13 Efficient Use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full compliment of inner-ducts will be installed which can be accommodated under sound engineering principles. The number

## **MCIm - BellSouth Florida Interconnection Agreement**

conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of MCIm's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, MCIm shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

### **1.5 FACILITIES AND LICENSES**

**1.5.1 Licenses Required.** Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, MCIm must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license and, in any event, BellSouth shall issue such license within twenty (20) business days from (i) submission of the license application if make-ready work is not required, or (ii) completion of make-ready work, if make-ready work is needed.

#### **1.5.2 Provision of Records and Information to MCIm.**

**1.5.2.1** In order to obtain information regarding facilities, MCIm shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide MCIm with information regarding the types, quantity and location (which may be provided by provision of route maps and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by MCIm. Provision of information under the terms of this section shall include the right of MCIm employees or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCIm's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties.

**1.5.2.2** ..Left Blank Intentionally.

#### **1.5.3 MAKE-READY WORK**

**1.5.3.1** If performed by BellSouth, make-ready work to

1.5.4.1 Each application for a license under this Attachment shall specify the proposed route of MCIIm's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which MCIIm desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which MCIIm desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which MCIIm desires to attach to each pole.

1.5.4.2 Each application for a license under this Attachment shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 1.8.1 of this Attachment, and an indication of whether MCIIm will, at it's option, perform it's own make-ready work.

1.5.4.3 The parties agree to the establishment of a joint task force, consisting of representatives of MCIIm and BellSouth, which will develop all procedures necessary to effectuate the provisions of this Section 1.5. Matters to be addressed by the joint task force include, without limitation, the development of time frames for BellSouth's provision of record information and availability determinations and for the processing of license applications; the establishment of guidelines to address the number of MCIIm applications which may be processed simultaneously by BellSouth; and any other matters necessary to effectuate the provisions of this Attachment. The parties agree to negotiate in good faith to achieve agreement on all matters presented to the joint task force and to reduce said agreement to writing within sixty (60) calendar days from the Effective Date of this Agreement.

1.5.5 Assignment of Conduit, Duct and Pole Space. Within twenty (20) business days of receipt of MCIIm's application. BellSouth shall approve the assignment of space for pole attachment and conduit occupancy. If no make ready work is required, such assignment shall include a granting of the license. If make ready is to be performed by BellSouth, such assignment shall remain in effect until make ready costs are presented to MCIIm and approval by MCIIm pursuant to the timeframes herein stated. If MCIIm approves BellSouth's make ready costs, MCIIm shall have twelve (12) months from the date of assignment or sixty (60) days after

**MCIIm - BellSouth Florida Interconnection Agreement**

**[BellSouth name]**

**[Address, phone and fax]**

**1.6 PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)**

**1.6.1 MCIIm's Priorities.** When MCIIm has multiple applications on file with BellSouth, MCIIm shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

**1.6.2 Prelicense Survey.** After MCIIm has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate MCIIm's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If MCIIm gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCIIm's expense.

**1.6.2.1** The purpose of the prelicense survey is to determine whether space is available for MCIIm's proposed attachments or whether MCIIm's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to MCIIm for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

**1.6.2.2** Based on information provided by BellSouth, MCIIm shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCIIm's needs.

**1.6.2.3** BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that MCIIm's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances,

## MCIIm - BellSouth Florida Interconnection Agreement

and conduit occupancy licenses and issue such licenses within twenty (20) business days of receipt of MCIIm's application.

**1.7.3 Multiple Applications.** MCIIm acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

**1.7.3.1** All applications will be processed on a first-come, first served basis.

**1.7.4 Agreement to Pay for All Make-Ready Work Completed.** MCIIm's submission of written authorization for make-ready work shall also constitute MCIIm's agreement to pay additional cost-based charges, if any, for completed make-ready work.

**1.7.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities.** MCIIm shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of MCIIm's facilities in or to BellSouth's structures.

**1.7.6 Make-Ready Work on an Expedited Basis.**

**1.7.6.1.1** If MCIIm is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If MCIIm accepts BellSouth's offer, upon completion of the make-ready work MCIIm shall pay such additional charges, if any.

**1.7.7 License.** When MCIIm's application for a pole attachment or conduit occupancy license is approved, and all required



**1.8.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System.** The following procedures shall apply before MCIm places facilities in BellSouth's conduit system:

**1.8.2.1** MCIm shall give written notice of the type of facilities which are to be placed; and

**1.8.2.2** BellSouth shall designate the manner in which MCIm's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. BellSouth shall provide to MCIm space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

**1.8.3 BellSouth Not Responsible for Constructing or Placing Facilities.** BellSouth shall have no obligation to construct any facilities for MCIm or to attach MCIm's facilities to, or place MCIm's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Attachment, any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

**1.8.4 MCIm Responsible for Constructing, Attaching and Placing Facilities.** Except where otherwise mutually agreed by MCIm and BellSouth, MCIm shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts at MCIm's sole cost and expense. MCIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of MCIm's facilities and for directing the activities of all persons acting on MCIm's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.

**1.8.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements.** MCIm shall construct its facilities in accordance with the provisions of this Attachment and all licenses issued hereunder.

**1.8.5.1** MCIm shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in Section 1.3 of this Attachment.

**1.9.3 MCIm Responsible for Maintenance of MCIm's Facilities.**

MCIm shall maintain its facilities in accordance with the provisions of this Attachment (including but not limited to all Requirements set forth above in Section 1.3 of this Attachment ) and all licenses issued hereunder. MCIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of MCIm's facilities and for directing the activities of all persons acting on MCIm's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

**1.9.4 BellSouth Not Responsible for Maintaining MCIm's Facilities.**

BellSouth shall have no obligation to maintain any facilities which MCIm has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

**1.9.5 Information Concerning the Maintenance of MCIm's**

**Facilities.** Promptly after the issuance of a license permitting MCIm to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, MCIm shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of MCIm's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of MCIm's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on MCIm's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of MCIm's facilities as reasonably necessary to demonstrate that MCIm and all persons acting on MCIm's behalf are complying with the requirements of this Attachment and licenses issued hereunder.

**1.9.6 Identification of Personnel Authorized to Have Access to**

**MCIm's Facilities.** All personnel authorized to have access to MCIm's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

make-ready work is necessary BellSouth shall endeavor to minimize its costs. If it is determined that such make-ready work is required, within twenty (20) business days of such determination BellSouth shall provide MCIm with the estimated costs for make-ready work and a Make-Ready Due Date.

1.11.1.2 MCIm shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as MCIm, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to MCIm.

**1.11.2 Rearrangement of MCIm's Facilities at BellSouth's Request.** MCIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. MCIm agrees that MCIm will, upon BellSouth's request, and at BellSouth's expense, but at no cost to MCIm, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. MCIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. MCIm shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

1.11.2.1 MCIm shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service

## **MCIm - BellSouth Florida Interconnection Agreement**

**Attachment and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).**

**1.13.1.1 BellSouth will give MCIm advance written notice of such inspections, and MCIm shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCIm.**

**1.13.1.2 Such inspections shall be conducted at BellSouth's expense, provided, however, that MCIm shall bear the cost of inspections as delineated in Section 1.3.12.**

**1.13.2 No Duty to MCIm. Neither the act of inspection by BellSouth of MCIm's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve MCIm of any responsibility, obligations or liability under this Attachment or otherwise existing.**

### **1.14 NOTICE OF NONCOMPLIANCE**

**1.14.1 Notice of Noncompliance. If, at any time, BellSouth determines that MCIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, BellSouth may send written notice to MCIm specifying the alleged noncompliance. MCIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIm does not dispute BellSouth's assertion that such facilities are not in compliance, MCIm agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.**

**1.14.2 Disputes over Alleged Noncompliance. If MCIm disputes BellSouth's assertion that MCIm's facilities are not in compliance, MCIm shall notify BellSouth in writing of the basis for MCIm's assertion that its facilities are in compliance.**

**1.14.3 Failure to Bring Facilities into Compliance. If MCIm has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in**

**MCIIm - BellSouth Florida Interconnection Agreement**

**1.15.1 Licensing or Removal of Unauthorized Attachments.** If any of MCIIm's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require MCIIm to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, MCIIm may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at the end of such sixty (60) day period, at BellSouth's option remove MCIIm's facilities without liability, and the expense of such removal shall be borne by MCIIm. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if MCIIm provides reasonable documentation of such placement. If MCIIm is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures, described in Part A of this Agreement. If BellSouth prevails in such Dispute Resolution, then MCIIm will pay two years worth of the applicable charges.

**1.15.1** Nothing contained in the Agreement or any license issued hereunder shall be construed as requiring MCIIm to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than MCIIm.

**1.15.2 Prompt Payment of Applicable Fees and Charges.** Fees and charges for unauthorized pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not MCIIm is permitted to continue the pole attachment or conduit occupancy.

**1.15.3 No Implied Waiver or Ratification of Unauthorized Use.** No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment or otherwise; provided, however, that MCIIm shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said

## MCIIm - BellSouth Florida Interconnection Agreement

mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

### 1.18 ADVANCE PAYMENT AND IMPUTATION

1.18.1 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth in Attachment 1 of this Agreement and shall be payable annually.

1.18.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

1.18.1.2 Charges shall be prorated retroactively in the event of the removal of MCIIm's facilities.

1.18.2 The amount of any advance payment required under this Section 3.20 shall be due within sixty (60) days after receipt of an invoice from BellSouth.

1.18.3 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Attachment for all of the conduits, ducts, and poles it occupies and uses.

### 1.19 ASSURANCE OF PAYMENT

1.19.1 In the event MCIIm fails to demonstrate credit worthiness, MCIIm may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably

**Exhibit I**

**ADMINISTRATIVE FORMS AND NOTICES**

This Exhibit II lists the types of administrative forms to be utilized in connection with this Attachment .

**LIST OF ADMINISTRATIVE FORMS**

Authorization for Make-Ready Work  
Application and Conduit Occupancy License  
Conduit System Diagram  
Cable to Occupy Conduit  
Equipment Housings to be Placed in manholes  
Notification of Surrender or Modification of Conduit  
Occupancy License by Licenses  
Notifications of Unauthorized Attachments by Applicant  
Application and Pole Attachment License  
Pole, Anchor and Guy Strand Details  
Application and Unused Transmission Media License  
Application Survey Data  
Notification of Surrender or Modification of Pole  
Attachment License by Licenses

**Attachment VI I**  
**Number Portability**



**TABLE OF CONTENTS**

**Attachment VII  
NUMBER PORTABILITY**

Section 1.	BellSouth Provision of Number Portability	VII - 1
Section 2.	Interim Number Portability (INP)	VII - 1
Section 3.	Number Portability (NP)	VII - 3
Section 4.	Requirement for INP and NP	VII - 8

## **MCIm - BellSouth Florida Interconnection Agreement**

BellSouth shall provide FLEX-DID on an individual number basis as specified by MCIm. Also, inter-switch signaling is usually limited to multi-frequency (MF). This precludes passing CLID to the MCIm switch. However, BellSouth intends to use SS7.

**2.3 Route Indexing:** Route Indexing may take two forms: Route Index-Portability Hub (RI-PH) or Directory Number-Route Index (DN-RI).

**2.3.1 Where Technically Feasible, RI-PH will route a dialed call to the BellSouth switch associated with the NXX of the dialed number. The BellSouth switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to MCIm. The prefixed dialed number is transmitted to the BellSouth tandem switch to which MCIm is connected.**

The prefix is removed by the operation of the tandem switch and the dialed number is routed to MCIm's switch so the routing of the call can be completed by MCIm.

**2.3.2 DN-RI is a form of RI-PH that requires direct trunking between the BellSouth switch to which the ported number was originally assigned and the MCIm switch to which the number has been ported. The BellSouth switch shall send the originally dialed number to the MCIm switch without a prefix.**

**2.3.3 BellSouth shall provide RI-PH or DN-RI on an individual telephone number basis, as designated by MCIm. Where Technically Feasible, MCIm may designate both methods so that calls to ported numbers are first directed to the MCIm switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.**

**2.3.4 For both RI-PH and DN-RI the trunks used may, at MCIm's option, and where Technically Feasible, be the same as those used for exchange of other local traffic and toll traffic with BellSouth. At MCIm's option, the trunks shall employ SS7 or in band signaling.**

**2.4 LERG Reassignment:** Portability for an entire NXX shall be provided by utilizing reassignment of the block to MCIm through industry recognized guidelines and the Local Exchange Routing Guide (LERG). Updates to translations in the BellSouth switching office from which the telephone number is ported will be made by the BellSouth prior to the date on which LERG changes become effective, in order to redirect calls to the MCIm switch via route indexing or the INP method specified by MCIm.

## **MCIm - BellSouth Florida Interconnection Agreement**

**3.1.2** Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.

**3.1.3** The NP network architecture shall not subject alternate local exchange carriers to any degradation of service compared to BellSouth in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay, and MCIm shall not be required to rely on the BellSouth network for calls completing to its ported subscribers.

**3.1.4** When an office is equipped with NP, all NXXs in the office shall be defined as portable and translations will be changed in all service provider switches to open those NXXs for database queries. If a switch serves multiple rate centers, then at a minimum, all of the NXXs for a rate center in that switch shall be made portable when any one of them is turned up.

**3.1.5** When an NXX is defined as portable, it shall also be defined as portable in all LRN-capable offices which have direct trunks to the given switch.

**3.1.6** Upon introduction of LRN in a market area, the tandems (local and access) shall be among the first converted, with no unreasonable delay. All portable NXXs shall be recognized in these tandems as portable, with queries launched from these switches.

**3.1.7** Left blank intentionally

**3.1.8** When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at "some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider.

**3.1.9** During the process of porting a subscriber, the donor service provider shall implement the 10-Digit trigger feature. When the donor provider receives the porting request, the 10-Digit trigger shall be applied to the Subscriber's line at least 24 hours prior to the order due date in order to overcome donor network time delays in the disconnection of the subscriber. Alternatively, when an

## **MCIIm - BellSouth Florida Interconnection Agreement**

needlessly in the call path.

**3.3.3 BellSouth shall furnish MCIIm with the first six digits of the originating LRN when it supplies MCIIm with the Jurisdiction Information Parameter for the Initial Address Message.**

**3.3.4 BellSouth agrees to begin the introduction of LRN to end user subscribers who may begin changing local service providers and retaining their existing telephone number based on the time line set out by the FCC in its Telephone Number Portability Order (CC Docket No. 95-116), or as per a State order if such time for introduction of LRN set by the State is earlier than would result under the FCC Order.**

**3.3.5 The generic requirements for LRN are specified in the following publications: Generic Switching and Signaling Requirements for Number Portability, Issue 1.03, September 4, 1996 [Editor - Lucent Technologies, Inc.]; Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.31, Final Draft, March 24, 1996 [Editor - Ameritech Inc.]; and Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 [Editor - Nortel].**

### **3.4 Additional NP Requirements**

**3.4.1 For local calls to a portable NXX native to another end-office, BellSouth shall query an external database as soon as the call reaches the first NP-capable switch in the call path. An LRN-capable originating switch shall query on a local call to a portable NXX as soon as it determines that it (the originating switch) does not serve the dialed number.**

**3.4.2 BellSouth shall be the default carrier for database queries where a participating carrier is unable to perform its own query due to abnormal conditions.**

**3.4.3 BellSouth will provide MCIIm INP and NP for subscribers moving to a different location, or staying at the same location, within the same rate center area.**

### **3.5 SMS Administration**

**BellSouth will work cooperatively with other local service providers to establish the NP Service Management System (SMS). The SMS shall be administered by a neutral third party, to provide for the efficient porting of**

## **MCIm - BellSouth Florida Interconnection Agreement**

signaling is used BellSouth shall provide the Jurisdiction Information Parameter in the SS7 Initial Address Message. (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.03, September 4, 1996 (Editor - Lucent Technologies, Inc.))

3.7.3 BellSouth shall provide a 10-Digit Global Title Translation (GTT) Node for routing queries for TCAP-based operator services (e.g., LIDB).

3.8 BellSouth OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.00, Final Draft, April 12, 1996.

### ***Section 4. Requirements for INP and NP***

#### **4.1 White and Yellow Page Listings**

LEC shall provide and maintain for MCIm one (1) white page and one (1) yellow page (if applicable) listing for each MCIm subscriber that has ported its number from BellSouth, consistent with that specified for Provisioning in this Agreement. The listing and handling of listed and nonlisted telephone numbers will be at least at parity with that provided by BellSouth to its own subscribers.

#### **4.2 Call Referral Announcements**

BellSouth shall allow MCIm to order call referral announcements, and specify the particular announcement from BellSouth's standard set of call referral announcement options, on a per telephone number basis, for telephone numbers which MCIm has ported from BellSouth to MCIm and for which such ILNP measures have, at MCIm's direction, been terminated.

#### **4.3 Testing**

BellSouth and MCIm shall cooperate in conducting MCIm's testing to ensure interconnectivity between systems. BellSouth shall inform MCIm of any system updates that may affect the MCIm network and BellSouth shall, at MCIm's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

#### **4.4 Engineering and Maintenance**

**Attachment VIII**  
**Business Process**  
**Requirement**

**TABLE OF CONTENTS**

**ATTACHMENT VIII**

**BUSINESS PROCESS REQUIREMENTS**

<b>SECTION 1. GENERAL BUSINESS REQUIREMENTS</b>	<b>1</b>
<b>1.1 Procedures</b>	<b>1</b>
1.1.1 BellSouth Contact with Subscribers	1
1.1.2 Expedite, Escalation, and Disaster Procedures	2
1.1.3 Operational and Technological Changes	3
1.1.4 Subscriber of Record	3
1.1.5 Work Center Interface Procedures	3
<b>1.2 Service Offerings</b>	<b>4</b>
1.2.1 Changes in Retail Service Offerings	4
1.2.2 Telephone Service Priority	5
1.2.3 Caller ID	4
1.2.4 TTY/TDD	4
1.2.5 Blocking Services	5
1.2.6 Training Services	5
1.2.7 Carrier Identification Codes	5
<b>SECTION 2. ORDERING AND PROVISIONING</b>	<b>6</b>
<b>2.1 General Business Requirements</b>	<b>6</b>
2.1.1 Ordering and Provisioning Parity	6
2.1.2 Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC)	7
2.1.3 Street Address Guide (SAG)	7
2.1.4 CLASS and Custom Features	8
2.1.5 Subscriber Payment History	8
2.1.6 Carrier Selection	9
2.1.7 Notification to Long Distance Carrier	9
2.1.8 Number Administration/Number Reservations	10
<b>2.2 Service Order Process Requirements</b>	<b>12</b>
2.2.1 OBF Compliance	12
2.2.2 Service Migrations and New Subscriber Additions	12
2.2.3 Intercept Treatment and Transfer of Service Announcements	13
2.2.4 Desired Due Date (DDD)	13
2.2.5 Subscriber Premises Inspections and Installations	14
2.2.6 Firm Order Confirmation (FOC)	14

## MCI/metro - BellSouth Florida Interconnection Agreement

4.2.4 Emergency Information	50
4.2.5 Rejected Recorded Usage Data	50
4.2.6 Interfaces	51
4.2.7 Formats & Characteristics	51
4.2.8 Controls	53
<b>4.3 Standards</b>	<b>54</b>
<b>4.4 Performance Measurements</b>	<b>54</b>
<b>4.5 Reporting</b>	<b>58</b>
<b>SECTION 5. MAINTENANCE</b>	<b>56</b>
<b>5.1 General Requirements</b>	<b>58</b>
<b>5.2 Systems Interfaces and Information Exchanges</b>	<b>62</b>
<b>5.3 Procedures</b>	<b>64</b>
<b>5.4 Performance Measurements and Reporting</b>	<b>62</b>
5.4.1 Cycle Time Measurements	63
5.4.2 Quality	63
5.4.3 Reporting	63
<b>SECTION 6. MISCELLANEOUS SERVICES &amp; FUNCTIONS</b>	<b>64</b>
<b>6.1 General Requirements</b>	<b>66</b>
6.1.1 Basic 911 and E911 General Requirements	64
6.1.2 Directory Assistance Service	74
6.1.3 Operator Services	76
6.1.4 Directory Assistance and Listings Service Requests	80
6.1.5 Left Blank Intentionally	
6.1.6 Directory Assistance Data	82
<b>6.2 Systems Interfaces and Exchanges</b>	<b>81</b>
6.2.1 Basic 911 and E911 Information Exchanges and Interfaces	81
6.2.2 Directory Assistance Data Information Exchanges and Interfaces	84



## **MCImetro - BellSouth Florida Interconnection Agreement**

**1.1.1.3 BellSouth shall not use MCIm's request for subscriber information, order submission, or any other aspect of MCIm's processes or services to aid BellSouth's marketing or sales efforts.**

### **1.1.2 Expedite, Escalation, and Disaster Procedures**

**1.1.2.1 No later than sixty (60) days after the Effective Date of this Agreement, BellSouth and MCIm shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. Such procedures may include, without limitation, intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within sixty (60) days after the Effective Date of this Agreement.**

**1.1.2.2 BellSouth and MCIm agree to jointly develop and implement a detailed service restoration plan and disaster recovery plan to be in effect by year end 1997. A joint task team will commence development within 30 days of execution of this Agreement for implementation throughout 1997, reaching full deployment by year end 1997.**

**Such plans shall incorporate BellSouth's Emergency Contingency Plans for Residence and Business Repair centers. The Plans shall conform to the FCC Restoration Guidelines, to the NSEP (National Security Emergency Preparedness) procedures and adhere to the guidelines developed by the TSP (Telecommunications Service Priority) System office with the NCS (National Communication System) Agency.**

**The Plans shall include at a minimum: (i) provision for immediate access by MCIm via the Electronic Interface to be established pursuant to Section 3, to information indicating the existence, location and source of any emergency network outage affecting MCIm customers; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) methods and**

## **MCImetro - BellSouth Florida Interconnection Agreement**

**1.1.5.1 BellSouth and MCI shall, within 60 days of the Effective Date of this Agreement, develop and implement Work Center (Local Carrier Service Center) Interface Procedures for each function/business process.**

### **1.2 Service Offerings**

#### **1.2.1 Changes in Retail Service Offerings**

**1.2.1.1 BellSouth shall notify MCI of any proposed changes in the terms and conditions under which BellSouth offers Telecommunications Services to subscribers who are not Telecommunications Service providers or carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in retail rates at least forty-five (45) days prior to the effective date of such change, or concurrent with BellSouth's internal notification process for such change. MCI recognizes that certain revisions may occur between the time BellSouth notifies MCI of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify MCI of such revisions consistent with BellSouth's internal notification process but MCI accepts the consequences of such mid-stream changes as an uncertainty of doing business and therefore will not hold BellSouth responsible for any resulting inconvenience or cost incurred by MCI.**

**1.2.1.2 BellSouth shall notify MCI of any proposed changes in the terms and conditions under which it offers unbundled Network Elements including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or charges in rates at least forty-five (45) days prior to the effective date of such change, or concurrent with BellSouth's internal notification process for such change. MCI recognizes that certain revisions may occur between the time BellSouth notifies MCI of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify MCI of such revisions consistent with BellSouth's internal notification process but MCI accepts the consequences of such mid-stream changes as an uncertainty of doing business and therefore will not hold BellSouth responsible for any resulting inconvenience or cost incurred by MCI.**

## **MCImetro - BellSouth Florida Interconnection Agreement**

initial training and training due to significant BellSouth system or interface changes to MCIIm at no charge.

### **1.2.7 Carrier Identification Codes**

BellSouth shall provide to MCIIm the active Carrier Identification Codes (CIC) for both Dial 1 and 800 services for each of its access tandems on a one time basis in accordance with OBF standards.

## **Section 2. Ordering and Provisioning**

### **2.1 General Business Requirements**

#### **2.1.1 Ordering and Provisioning Parity**

2.1.1.1 For preordering and provisioning, the parties agree to implement the BellSouth approved and implemented EBI standard for Local Service Requests ("LSR") within 12 months of the implementation of the EBI interface for Access Service Request provisioning. MCI further agrees to accept on an interim basis, until such time as EBI is implemented for LSR, the interfaces approved by BellSouth.

2.1.1.2 During the term of this Agreement, BellSouth shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCIIm to provide at least the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as BellSouth provides itself, its Affiliates or its own subscribers. BellSouth shall provide MCIIm with the same level of ordering and provisioning support as BellSouth provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that BellSouth uses and/or which are required by law, regulatory agency, or by BellSouth's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to MCIIm under this Agreement.

## **MCImetro - BellSouth Florida Interconnection Agreement**

**2.1.3.1 Within thirty (30) days after the Effective Date of this Agreement, BellSouth shall provide to MCI the SAG data, or its equivalent, in electronic form. All changes to the SAG shall be made available to MCI on the same day as the change to the data is made.**

### **2.1.4 CLASS and Custom Features**

**2.1.4.1 For purchase of unbundled network elements, MCI may order the entire set of CLASS and Custom features and functions, or, where Technically Feasible, a subset of any one or any combination of such features. For resale purposes, BellSouth shall provide MCI with a list of features and functions available on an end office by end office basis.**

### **2.1.5 Subscriber Payment History**

**2.1.5.1 To the extent each party has such information, MCI and BellSouth agree to make available to each other such of the following subscriber information as the subscriber authorizes BellSouth or MCI to release:**

**2.1.5.1.1 Applicant's name;**

**2.1.5.1.2 Applicant's address;**

**2.1.5.1.3 Applicant's previous phone number, if any;**

**2.1.5.1.4 Amount, if any, of unpaid balance in applicant's name;**

**2.1.5.1.5 Whether applicant is delinquent on payments;**

**2.1.5.1.6 Length of service with prior local or intraLATA toll provider;**

**2.1.5.1.7 Whether applicant had local or intraLATA toll service terminated or suspended within the last six months with an explanation of the reason therefor; and,**

## **MCImetro - BellSouth Florida Interconnection Agreement**

to BellSouth. MCIm shall provide any updates to the contact number list in writing to BellSouth.

### **2.1.7 Notification to Long Distance Carrier**

**2.1.7.1** BellSouth agrees to notify MCI using OBF-approved CARE transactions, whenever an MCI subscriber who is provided local service through services for resale or unbundled Network Elements changes MCI PIC status.

**2.1.7.2** BellSouth shall support and implement new Transaction Code Status Indicators (TCSIs) defined by OBF in support of local resale to enable MCI to provide seamless subscriber service.

**2.1.7.2.1** BellSouth shall implement TCSIs used in conjunction with the new Local Service Provider (LSP) Identification Code, where applicable, for handling Account Maintenance, Subscriber Service, and Trouble Administration issues. These TCSIs include 4001/02/05, 4201-4205, 4301, 2033, 2233, 3147, 3148, 3149, and others as OBF may define.

**2.1.7.2.2** In addition, BellSouth shall implement TCSIs used in conjunction with the new Ported Telephone Number field to link "shadow" and ported telephone numbers in support of Interim Number Portability. These TCSIs may include 2231, 3150, 3151, and others as OBF may define.

**2.1.7.3** Where available, BellSouth shall provide to MCI the Local Service Provider ID (LSP) on purchased lists of MCI PIC'd and non-PIC'd subscribers.

**2.1.7.4** Where available, BellSouth shall provide the Ported Telephone Number (PTN) on purchased CARE lists of MCI PIC'd and non-MCI PIC'd subscribers.

**2.1.7.5** Upon written notice from MCIm, BellSouth shall process IXC PIC changes for MCIm subscribers.

### **2.1.8 Number Administration/Number Reservations**

**2.1.8.1** Until Number Administration functions are assumed by a neutral third party in accordance with FCC Rules and

**2.2 Service Order Process Requirements**

**2.2.1 OBF Compliance**

**2.2.1.1** In accordance with OBF standards, BellSouth and MCIm shall follow the OBF-developed ordering and provisioning process standards. These processes include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/ rejection, firm order confirmation, delay notification, and completion notification. BellSouth agrees to work cooperatively to implement future OBF-developed processes related to ordering and provisioning.

**2.2.2 Service Migrations and New Subscriber Additions**

**2.2.2.1** For resale services, BellSouth shall not require a disconnect order from a subscriber, another local service provider, or any other entity, to process an MCIm order to establish MCIm Local Service and/or migrate a subscriber to MCIm local service.

**2.2.2.2** BellSouth shall not intentionally or unnecessarily disconnect any subscriber service or existing features at any time during the migration of a Resale subscriber to MCIm service, unless disconnection is required by an MCIm order changing the service type.

**2.2.2.3** For services MCIm will provide through unbundled Network Elements, BellSouth shall, upon receipt of a BellSouth Blanket Agency Agreement Letter for Local Service Provider provided in the Ordering Guidelines, recognize MCIm as an agent for the subscriber in requesting the migration of services provided by another BellSouth or another CLEC. In addition, BellSouth shall not disconnect any BellSouth services provided to the BellSouth subscriber until MCIm notifies BellSouth that MCIm's unbundled elements are installed and operational, except where existing BellSouth facilities are being reused.

**2.2.2.4** Unless otherwise directed by MCIm, when MCIm orders resale services or Network Elements, where applicable, all trunk or telephone numbers currently associated with existing services shall be retained without

## **MCImetro - BellSouth Florida Interconnection Agreement**

facilities are available, shall complete the order on the Desired Due Date.

**2.2.4.3** BellSouth shall supply MCIm with due date intervals to be used by MCIm personnel to determine service installation dates.

**2.2.4.4** Subsequent to an initial order submission, MCIm may require a new/revised due date that is earlier than the original due date requested. BellSouth will make best effort to meet MCIm's requested due date, and applicable expedite charges set forth in Attachment I will apply.

**2.2.4.5** Any special or preferred scheduling options available, internally or externally to BellSouth, for ordering and provisioning services shall also be available to MCIm.

### **2.2.5 Subscriber Premises Inspections and Installations -**

**2.2.5.1** MCIm shall perform or contract for all needs assessments, including equipment and installation requirements, at the subscriber premises on the subscriber's side of the demarcation point.

**2.2.5.2** BellSouth shall provide MCIm with the ability to schedule subscriber premises installations.

**2.2.5.3** In accordance with BellSouth's procedures and on parity with provision of such services to BellSouth's customers, BellSouth shall provide extended demarcation beyond the NID, at MCIm's request, using intrabuilding riser and lateral beyond the NID.

### **2.2.6 Firm Order Confirmation (FOC)**

**2.2.6.1** BellSouth shall provide to MCIm, via an electronic interface, a Firm Order Confirmation (FOC) for each MCIm order provided electronically. The FOC shall contain on a per line and/or trunk basis, where applicable, an enumeration of MCIm's ordered unbundled Network Elements (and the specific BellSouth naming convention applied to that element or combination), features, functions, resale services, options, physical interconnection, quantity, and BellSouth Committed Due Date for order completion.

## **MCImetro - BellSouth Florida Interconnection Agreement**

**BellSouth technician should notify MCIm in the presence of the MCIm Customer so that MCIm can negotiate authority to install the requested service directly with that customer and the technician and revise appropriate ordering documents as necessary.**

### **2.2.9 Jeopardy Situations**

**2.2.9.1 BellSouth shall provide to MCIm notification of any jeopardy situations prior to the Committed Due Date, missed appointments and any other delay or problem in completing work specified on MCIm's service order as detailed on the FOC.**

### **2.2.10 Cooperative Testing**

#### **2.2.10.1 Network Testing**

**2.2.10.1.1 BellSouth shall perform all pre-service testing prior to the completion of the order, including testing on local service facilities and switch translations, including, but not limited to, verification of features, functions, and services ordered by MCIm.**

**2.2.10.1.2 Within 24-hrs of MCIm's request for scheduled cooperative testing, BellSouth shall perform said testing with MCIm (including trouble shooting to isolate any problems) to test Network Elements purchased by MCIm in order to identify any problems.**

#### **2.2.10.2 Systems and Process Testing**

**2.2.10.2.1 LEC shall cooperate with MCIm upon request to test all operational interfaces and processes and thereby ensure that they are in place and functioning properly and efficiently.**

### **2.2.11 Service Suspensions/Restorations**

**2.2.11.1 Upon MCIm's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Network Element, feature, function, or resale service. BellSouth shall use its best efforts to provide restoration**



## **MCImetro - BellSouth Florida Interconnection Agreement**

**2.2.15.3** When MCIm orders Network Elements or Combinations that are currently interconnected and functional, Network Elements and Combinations shall remain connected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of Network Elements.

**2.2.15.4** Order combinations of Contiguous Network Elements shall be available to be ordered (i) on a case-by-case basis for those Network Elements that are subscriber-specific; or (ii) on a common-use basis for those Network Elements that are shared by multiple subscribers.

**2.2.15.5** Network Elements shall be identified and ordered by MCIm so that they can be provisioned together. MCIm may specify the functionality of a combination without the need to specify the configuration of the individual Network Elements needed to provide that functionality.

**2.2.15.6** When ordering a Combination, MCIm shall have the option of ordering all features, functions and capabilities of each Network Element.

**2.2.15.7** When MCIm orders Network Elements, BellSouth shall provision at parity with services provided to BellSouth subscribers all features, functions, and capabilities of the Network Elements which include, but are not limited to:

**2.2.15.7.1** The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's subscribers, such as telephone number, white page listing, and dial tone; and

**2.2.15.7.2** All other features that the switch is equipped to provide, including, but not limited to, custom calling, custom local area signaling service features, and MULTISERV, as well as any Technically Feasible customized routing functions provided by the switch.

**2.2.15.8** When MCIm orders Network Elements, BellSouth shall provide technical assistance to ensure compatibility between elements.

## **MCImetro - BellSouth Florida Interconnection Agreement**

required to develop distinct processes or interfaces by class of service.

**2.3.1.3** BellSouth and MCI shall agree on and implement interim solutions for each interface within thirty (30) days after the Effective Date of this Agreement, unless otherwise specified in Exhibit A of this Attachment. The interim interface(s) shall, at a minimum, provide MCI the same functionality and level of service as is currently provided by the electronic interfaces used by BellSouth for its own systems, users, or subscribers.

**2.3.1.4** Interim interfaces or processes may be modified, if so agreed by MCI and BellSouth, during the interim period.

**2.3.1.5** Until the electronic interface is available, BellSouth agrees that the Local Carrier Service Center (LCSC) or similar function will accept MCI orders. Orders will be transmitted to the LCSC via an interface or method agreed upon by MCI and BellSouth.

**2.3.1.6** BellSouth shall provide to MCI a list of all CLASS and Custom features and functions within ten (10) days of the Effective Date of this Agreement and shall provide updates to such list at the time new features and functions become available.

### **2.3.2 Ordering and Provisioning for Resale Services**

**2.3.2.1** BellSouth shall make available to MCI a list of all intraLATA and interLATA carriers available for subscriber selection on a central office level.

**2.3.2.2** *Left blank intentionally.*

**2.3.2.3** BellSouth shall provide MCI with customer service records, including without limitation Customer Proprietary Network Information (CPNI), except such information as BellSouth is not authorized to release either by the customer or pursuant to applicable law, rule or regulation.

**2.3.2.3.1** BellSouth shall provide to MCI, on a restricted basis which will appropriately safeguard subscribers' privacy, a real-time, electronic interface to BellSouth's subscriber information systems which

## **MCImetro - BellSouth Florida Interconnection Agreement**

**BellSouth's Products and Services Inventory Management System (P/SIMS) data via Network Data Mover file transfer. BellSouth shall update this data at least once a week from BellSouth's P/SIMS database. The data shall be available at all times and MCIm may retrieve the data at any time on a mutually agreed upon schedule which will allow MCIm to download the file once it is updated by BellSouth**

**2.3.2.5 At MCIm's option, BellSouth will provide MCIm the capability to validate addresses by access to BellSouth's Regional Street Address Guide (RSAG) via dial-up or LAN to WAN access. Implementation time frames will be negotiated between the parties.**

**2.3.2.6. BellSouth will provide MCIm on-line access to telephone number reservations by April 1, 1997. Until on-line access is available via electronic interface, BellSouth agrees to provide MCIm with a ready supply of telephone numbers as described in Section 2.1.8.2.**

**2.3.2.7 At MCIm's option , BellSouth will provide MCIm the capability to reserve telephone numbers electronically. Up to 100 telephone numbers per CLLI/Terminating Traffic Area may be reserved at MCIm's request, for MCIm's sole use. BellSouth will provide additional numbers manually at MCIm's request in order that MCIm will have sufficient numbers available to meet expected needs. In situations where there are limited numbers available, BellSouth may limit the number of telephone numbers that can be reserved for a particular CLLI/TTA. The telephone number reservations made in this manner are valid for MCIm's assignment for ninety (90) days from the reservation date. BellSouth will make the telephone number reservations available to MCIm via diskette or via electronic file transfer. BellSouth agrees to implement an electronic interface to allow MCIm to reserve telephone numbers via an on-line electronic interface no later than April 1, 1997.**

**2.3.2.8 BellSouth Local Carrier Service Center (LSCS) will assign vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID and Hunting arrangements, as requested by MCIm, and documented in Work Center Interface agreements.**

## **MCImetro - BellSouth Florida Interconnection Agreement**

**service due date intervals, schedule appointments, and adjust pending order due dates in real-time.**

**2.3.3.4 BellSouth shall provide to MCIm upon request advance information of the details and requirements for planning and implementation of NPA splits at least 6 months prior to implementation of the split.**

**2.3.3.5 BellSouth shall provide to MCIm information on charges associated with special construction. Until real-time, electronic interface is available, BellSouth agrees that BellSouth will immediately notify MCIm of any charges associated with necessary construction.**

**2.3.3.6 BellSouth shall provide MCIm with results from mechanized loop tests.**

**2.3.3.7 BellSouth shall provide MCIm with confirmation of circuit assignments.**

## **2.4 Standards**

### **2.4.1 General Requirements**

**2.4.1.1 MCIm and BellSouth shall use the OBF standards for ordering and provisioning codes to be used for Network Elements. These codes shall apply to all aspects of the unbundling of elements and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC). Some unbundled Network Elements will continue to be ordered utilizing the ASR process.**

## **2.5 Performance Measurements and Reporting**

**2.5.1 In providing Services and Elements, BellSouth will provide MCIm with the quality of service BellSouth provides to itself and its end-users. BellSouth's performance under this Agreement shall provide MCIm with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures, whichever is higher. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the performance standards that are specified**

**MCImetro - BellSouth Florida Interconnection Agreement**

changes to the measurements and the standard shall be required or, if process improvements shall be required.

**2.5.3 Provisioning Performance Standards**

**2.5.3.1 Installation functions performed by BellSouth will meet the following performance standards:**

MCImetro - BellSouth Florida Interconnection Agreement

<i>Business or Residential</i>	98% met within 5 days
<b>FEATURE CHANGES</b>	
Orders received before 12:00 p.m.	99% completed on day of receipt
Orders received after 12:00 p.m.	99% completed before 12:00 p.m. next Business Day

<b>Product or Service</b>	<b>Interval</b>
<b>SERVICE DISCONNECTS</b>	
<b>With no premises visits</b>	
<i>Business or Residential</i>	98% met within within 4 hours after receipt of Service Order
<b>With CO change or subscriber premises visit</b>	
<i>Business or Residential</i>	98% met within 24 hours after receipt of Service Order
<b>Unbundled switching elements</b>	
<i>Business or Residential</i>	98% met within 4 hours
<b>Other unbundled elements</b>	
<i>Business or Residential</i>	98% met within 24 hours

**Committed Due Date**

**Resale:**

Residence: >99% met

Business: >99.5% met

UNE: > 98% met

**Service Orders Provisioned Correctly as Requested**

**Resale:**

Residence: >99% met

Business: > 99.5% met

## **MCImetro - BellSouth Florida Interconnection Agreement**

measure, report or track for itself or its own subscribers. In the event such system is not developed exclusively for MCIm, but rather is developed for use with other CLECs, as well as MCIm, BellSouth shall allocate to MCIm, on a competitively neutral basis, MCIm's share of the costs associated with such system.

### **Section 3. Connectivity Billing and Recording**

This Section 3 describes the requirements for BellSouth to bill and record all charges MCIm incurs for purchasing services under this Agreement.

#### **3.1 Procedures**

3.1.1 BellSouth shall comply with various industry, OBF, and other standards referred to throughout this Agreement. To satisfy these requirements, both parties shall adhere to mutually agreed upon interpretations of all standards referred to in this Agreement.

3.1.2 BellSouth shall record and bill in accordance with this Agreement those charges MCIm incurs as a result of MCIm purchasing from BellSouth services, as set forth in this Agreement (hereinafter "Connectivity Charges").

3.1.3. BellSouth will bill charges for interconnection and resale (within 180 days of the execution of this agreement) in a CABS format. BellSouth will conform each CABS bill in accordance with CABS guidelines.

3.1.4 Each service purchased by MCIm shall be assigned a separate and unique billing code in the form agreed to by the parties and such code shall be provided to MCIm on each Connectivity Bill in which charges for such services appear.

3.1.4.1 Each such billing code shall enable MCIm to identify the service as ordered by MCIm.

3.1.5 Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to MCIm. All Connectivity Charges billed to MCIm shall indicate the state from which such charges were incurred.

3.1.6 BellSouth shall bill MCIm for each service supplied by BellSouth to MCIm pursuant to this Agreement at the rates forth in this Agreement.

## **MCImetro - BellSouth Florida Interconnection Agreement**

meet specifications or that such party cannot process. Such transmission shall be corrected and resubmitted to the other party, at the resubmitting party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions shall be thirty (30) days from the issue date of the bill in a form that can be processed and that meets the specifications set forth in this Attachment.

**3.1.14** BellSouth shall deliver to a location specified by MCIm, billing information via Network Data Mover (NDM), magnetic tape or paper, as agreed to by MCIm and BellSouth. In the event of an emergency, system failure or other such condition which prevents BellSouth from transmitting via NDM, BellSouth shall notify MCIm of such difficulties within twenty four (24) hours of detection. BellSouth shall deliver to a location specified by MCIm billing information via magnetic tape or paper, as agreed to by MCIm and BellSouth. The parties acknowledge that all tapes transmitted to the other party via US Mail or Overnight Delivery and which contain Connectivity Billing data shall not be returned to the sending party.

**3.1.15** Subject to the terms of this Agreement, including without limitation Section 3.1.18 of this Attachment VIII, MCIm shall pay BellSouth within thirty (30) days from the issue date of the bill. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

**3.1.16** Left Blank Intentionally

**3.1.17** Left Blank Intentionally

**3.1.18** Bill Reconciliation

**3.1.18.1** Each party agrees to notify the other party upon the discovery of a billing discrepancy "Notice of Discrepancy".

**3.1.18.2** In the event of such Notice of Discrepancy, the parties shall endeavor to resolve the discrepancy within sixty (60) calendar days notification using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period.



## **MCImetro - BellSouth Florida Interconnection Agreement**

**Connectivity Bill provided to MCIm pursuant to this Attachment VIII. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by MCIm for payment. All other non-capital recurring collocation expenses shall be billed to MCIm in accordance with this Agreement. (The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the Connectivity Charges associated with collocation.) The bill label for such collocation charges shall be entitled 'Expanded Interconnection Service.' The bill label for non-capital recurring collocation expenses shall be entitled "Collocation."**

**3.1.22 LEC shall be responsible for billing and collecting charges from IXCs for access related to interexchange calls generated by resale subscribers.**

**3.1.23 When MCIm owns the end office, BellSouth shall not bill RIC to either MCIm or other IXCs.**

**3.1.24 Left Blank Intentionally**

**3.1.25 BellSouth shall establish a switched access meet point billing arrangement with MCIm. This arrangement will include tandem routed IXC calls and IXC calls routed through a line that is ported via Remote Call Forward (RCF) or FLEX DID from the BellSouth to MCIm.**

**3.1.25.1 MCIm will bill for carrier common line, local switching, RIC, and its portion of the transport charges for tandem routed IXC calls. For lines that are ported from the BellSouth to MCIm, BellSouth will bill only transport charges. MCIm will bill for all other applicable access charges.**

**3.1.25.2 BellSouth and MCIm will provide all necessary switched access records to each other for access billing.**

### **3.2 Information Exchange and Interfaces**

**3.2.1 BellSouth shall provide MCIm monthly Connectivity Bills that include all Connectivity Charges incurred by and credits and/or adjustments due to MCIm for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. BellSouth shall issue multiple bills per month, on the first day of the month until otherwise notified by MCIm and the billing cycle shall be on a calendar basis. Each Connectivity Bill provided by BellSouth to MCIm shall include:**

## **MCImetro - BellSouth Florida Interconnection Agreement**

**3.2.5 BellSouth shall separately identify, via USOCs, business charges from residence charges, as appropriate, and shall assign a specific adjustment or reference number provided by MCIm to each adjustment and credit included on the Connectivity Bill.**

### **3.2.6 Left Blank Intentionally**

**3.2.7 BellSouth and MCIm shall issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section 3. On Connectivity Bills BellSouth renders to MCIm, BANs shall be 13 character alpha/numeric. The Bill Date shall be the same day month to month. Each party shall provide the other party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The parties shall provide one Connectivity Billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All Connectivity Bills must be received by the other party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next business day. If either party fails to receive Connectivity Billing data and information within the time period specified above the payment due date will be extended by the number of days receipt has been delayed.**

**3.2.8 BellSouth shall make best efforts to issue all Connectivity Bills containing such billing data and information in accordance with the most current version of CABS /SECABS published by Bellcore, or its successor, or such later versions as are adopted by Bellcore, or its successor. To the extent that there are no CABS, or SECAB standards governing the formatting of certain data, such data shall be issued in the format mutually agreed to by BellSouth and MCIm.**

**3.2.9 BellSouth and MCIm agree that each party shall transmit Connectivity Billing information and data in the appropriate CABS or SECAB format electronically via NDM to the other party at the location specified by such party. MCIm data centers will be responsible for originating the calls for data transmission. BellSouth shall transmit in accordance with mutually agreed to technical specifications. MCIm will supply to BellSouth its RACF ID and password before the first transmission of data via NDM. Any changes to either party's NDM Node ID must be sent to the other**

## **MCImetro - BellSouth Florida Interconnection Agreement**

**3.2.13 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel**

**3.2.14 Tape labels shall conform to IBM OSNS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are 80-character records recorded in EBCDIC, odd parity.**

**3.2.15 BellSouth shall conform to the Standard Volume Label Format which will be prescribed by MCIm.**

**3.2.16 BellSouth shall use The IBM Standard Dataset Label Format which will be prescribed by MCIm**

**3.2.17 BellSouth shall use mutually agreed upon test & production dataset formats**

### **3.3 Standards**

**3.3.1 Within thirty (30) days of the execution of this Agreement, BellSouth shall send to MCIm connectivity bill data in the appropriate mechanized format (i.e. CABS or SECAB) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data from BellSouth MCIm will notify BellSouth if the connectivity billing transmission meets MCIm's testing specifications. If the transmission fails to meet MCIm's testing specifications, BellSouth shall make the necessary corrections. At least three (3) sets of testing data must meet MCIm's testing specifications prior to BellSouth sending MCIm a mechanized production connectivity bill for the first time via electronic transmission or tape. Thereafter, BellSouth may begin sending MCIm production connectivity bills via electronic transfer on the next Bill Date, or within ten (10) days, whichever is later.**

**3.3.2 At least thirty (30) days prior to any change in existing formats or change to a different format, BellSouth shall send to**

*3.4.1.3 Completeness: There shall be no more than 20 omissions per one (1) million records.*

3.4.2 If MCI<sub>m</sub> requests, in writing, a higher level of performance than BellSouth provides to its own subscribers, BellSouth shall inform MCI<sub>m</sub>, in writing, of the amount MCI<sub>m</sub>'s desired performance level exceeds that which BellSouth provides to its subscribers as well as a reasonable estimate of what it would cost BellSouth to meet, measure, and report these standards. If MCI<sub>m</sub> then communicates, in writing, to BellSouth that it desires such higher levels of performance, MCI<sub>m</sub> shall pay BellSouth for the costs incurred in providing such higher level of service. Moreover, MCI<sub>m</sub> shall pay all mechanisms necessary to capture and report data, required to measure, report or track any performance measurement that BellSouth does not, as of the Effective Date, measure, report or track for itself or its own subscribers. In the event such system is not developed exclusively for MCI<sub>m</sub>, but rather is developed for use with other CLECs, as well as MCI<sub>m</sub>, BellSouth shall allocate to MCI<sub>m</sub>, on a competitively neutral basis, MCI<sub>m</sub>'s share of the costs associated with such system.

#### **Section 4 Provision Of Subscriber Usage Data**

This Section 4 sets forth the terms and conditions for BellSouth's provision of Recorded Usage Data (as defined in this Attachment VIII) to MCI<sub>m</sub> and for information exchange regarding long distance billing.

##### **4.1 Procedures**

###### **4.1.1 General**

4.1.1.1 BellSouth shall comply with BellSouth EMR industry standards in delivering customer usage data to MCI<sub>m</sub>.

4.1.1.2 BellSouth shall provide MCI<sub>m</sub> with Recorded Usage Data in accordance with provisions of Section 4 of this document.

4.1.1.3 BellSouth shall provide MCI<sub>m</sub> with copies of detail usage on MCI<sub>m</sub> accounts. However, following execution of this Agreement, MCI, may submit and BellSouth will accept a PON for a time and cost estimate for development by BellSouth of the capability to provide copies of other detail

## **MCImetro - BellSouth Florida Interconnection Agreement**

**4.1.1.9 BellSouth shall establish a Local Carrier Service Center (LCSC) or similar function to serve as MCIm's single point of contact to respond to MCIm call usage, data error, and record transmission inquiries.**

**4.1.1.10 BellSouth shall provide MCIm with a single point of contact, Remote Identifiers (IDs), and assistance in resolving usage data volume fluctuations for each sending location.**

**4.1.1.11 MCIm shall provide a single point of contact responsible for receiving usage transmitted by BellSouth and receiving usage tapes from a courier service in the event of a facility outage.**

**4.1.1.12 BellSouth shall bill and MCIm shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in this Agreement.**

**4.1.1.13 Without waiver of, and in addition to the Audit and Examination rights in the Section 22 (Audits and Examinations of Part A) of this Agreement, upon reasonable notice and at reasonable times MCIm or its authorized representatives may examine BellSouth's documents, systems, records and procedures which relate to the recording and transmission of the Usage data to MCIm under this Attachment.**

### **4.1.2 Charges**

**4.1.2.1 BellSouth shall charge fees as delineated in Attachment I.**

**4.1.2.2 No charges shall be assessed for incomplete call attempts, nor will attempts be delivered to MCIm for calls which originate from lines purchased by MCIm for resale.**

### **4.1.3 Central Clearinghouse & Settlement**

**4.1.3.1 In connection with CMDS hosting functions, BellSouth shall comply with Clearinghouse and Incollect/Outcollect procedures in accordance with CMDS standards.**

## **MCImetro - BellSouth Florida Interconnection Agreement**

available from the data supplied by MCIm to BellSouth before the day of loss); and

**4.1.4.2.3** If the loss occurs on a day not a holiday but one (or more) of the days lost is a holiday, BellSouth will use additional corresponding days from the next most recent month for which MCIm supplied data to BellSouth before the day of loss.

### **4.1.5 Testing, Changes and Controls**

**4.1.5.1** The Recorded Usage Data, EMR format, content, and transmission process shall be tested in a manner mutually agreed upon by BellSouth and MCIm.

**4.1.5.2** Interface Testing: The purpose of this test is to ensure that the usage records can be sent by BellSouth to MCIm and can be accepted and processed by MCIm. BellSouth shall provide a test file to MCIm's designated Regional Processing Center (RPC) in the format that shall be used for live day-to-day processing. The file shall contain that production data which MCIm and BellSouth agree upon. MCIm shall review the file and verify that it conforms to agreed upon EMR standards. MCIm shall notify BellSouth in writing whether the format is acceptable. MCIm shall also provide BellSouth with the agreed-upon control reports as part of this test.

**4.1.5.3** Operational Test: The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by BellSouth and MCIm.

**4.1.5.4** For testing purposes BellSouth shall provide MCIm with BellSouth recorded, unrated usage for a minimum of five (5) consecutive days. MCIm shall provide BellSouth with the message validation reports associated with test usage.

**4.1.5.5** Test File: Test data should be transported via NDM whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in this Agreement.

**4.1.5.6** Periodic Review: Control procedures for all usage transferred between BellSouth and MCIm shall require

**4.1.5.8.2** When the negotiated changes are to be implemented, MCI and/or BellSouth shall arrange for testing of the modified data in a mutually agreed Post Conversion Test Plan designed to encompass all types of changes to the usage data transferred by BellSouth to MCI and the methods of transmission for that data.

**4.1.5.9 BellSouth System Change Description:**

**4.1.5.9.1** For a BellSouth change to the Recorded Usage Data, BellSouth shall provide MCI with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

**4.1.5.9.2** During the initial negotiations regarding the change, BellSouth shall provide a list of the specific records and/or systems impacted by the change to designated MCI personnel.

**4.1.5.9.3** BellSouth shall also provide MCI a detailed description of the changes to be implemented. It shall include sufficient detail for designated MCI personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

**4.1.5.10 Change Negotiations:**

**4.1.5.10.1** MCI shall be notified in writing of all proposed negotiations initiated by BellSouth. In turn, MCI shall notify BellSouth in writing of proposed change negotiations initiated by MCI. These written notifications will be directed to the single point of contact for the respective companies.

**4.1.5.10.2.** After formal notification of planned changes, whether originated by BellSouth or MCI, designated MCI personnel shall schedule negotiation meetings as required with designated BellSouth personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

## **MCImetro - BellSouth Florida Interconnection Agreement**

usage which they record on lines purchased by MCIm for resale. Any billable Category, Group and/or Record types approved in the future for BellSouth shall be included if they fall within the definition of local service resale. MCIm shall be given notification thirty (30) days prior to implementation of a new type, category and / or record.

4.2.1.2 BellSouth shall provide rated EMR records only when explicit consent for sending such records has been obtained from MCIm. The following records shall be rated by BellSouth:

Category 01	Operator handled, person to person, collect calls, bill to third number, SSP record query
Category 03	Credit & adjustments
Category 41	Subscriber credit

4.2.1.3 All messages billable to an MCIm account will BellSouth be transmitted to MCIm. BellSouth recorded usage billable to MCIm Subscribers.

4.2.1.4 Data Delivery Schedules: Data shall be delivered to MCIm by BellSouth daily (Monday through Friday) unless otherwise negotiated. MCIm and/or BellSouth Data Center holidays are excluded. BellSouth and MCIm shall exchange schedules of designated Data Center holidays.

### **4.2.2 Supporting Billing Information**

#### **4.2.2.1 Returned Long Distance Messages and Invoices**

4.2.2.1.1 EC shall return message records or invoices to MCI for messages or invoices which cannot be billed to a BellSouth end user because BellSouth no longer serves the end user for the associated messages or invoices as a result of the end user telephone number being served by another LEC/CLEC. BellSouth will return IC messages as misdirected if BellSouth no longer serves the end user.

4.2.2.1.2 Message records or invoices shall be returned as part of the established unbillable process. Returned messages or invoices shall be in industry-



## **MCImetro - BellSouth Florida Interconnection Agreement**

electronic Network Data Mover ("NDM") feed or magnetic tape, as specified by MCI, for MCI customers.

### **4.2.3 Product/Service Specific**

**4.2.3.2 BellSouth shall provide a Specialized Service / Service Provider Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.**

### **4.2.4 Emergency Information**

**4.2.4.2 MCI shall arrange transport facilities per BellSouth tariffed services. BellSouth shall transmit via NDM whenever possible. In the event usage transfer cannot be accommodated by NDM because of extended (one (1) business day or longer) facility outages, BellSouth shall contract for a courier service to transport the data via tape. The data tape will be transported via courier service and costs for delivery will be borne by the company responsible for the outage.**

**4.2.4.3 BellSouth shall comply with the following standards when emergency data is transported to MCI on tape or cartridge via a courier. The data shall be in fixed or variable block format as specified by MCI and:**

**Tape: 9-track, 6250 (or 1600) BPI (Bytes per inch)**

**Cartridge: 38,000 BPI (Bytes per inch)**

**LRECL: 2,472 Bytes**

**Parity: Odd**

**Character Set: Extended Binary Coded Decimal Interchange Code (EBCDIC)**

**External labels: Exchange Carrier Name, Dataset Name (DSN) and volume serial number**

**Internal labels: IBM Industry OS labels shall be used. They consist of a single volume label and two sets of header and trailer labels.**

### **4.2.5 Rejected Recorded Usage Data**

**4.2.5.1 If MCI should encounter significant volumes of errored messages that prevent processing by MCI within its systems, BellSouth will work with MCI to jointly determine the source and appropriate error resolution.**

**MCImetro - BellSouth Florida Interconnection Agreement**

and shall be transmitted, via a direct feed, to MCI. The following is a list of EMR records that MCI can expect to receive from BellSouth:

Header Record	20-20-01
Trailer Record	20-20-02
Detail Records *	01-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 33, 35, 37, 80, 81, 82, 83
	10-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 35, 37, 80, 81, 82, 83
Credit Records	03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Rated Credits	41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Cancel Records	51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82, (58 -01 -xx where the record being canceled is unrated)
Correction Records	71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

\* Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5

In addition, BellSouth shall provide a 42-50-01 Miscellaneous Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.

4.2.7.3 BellSouth shall comply with the most current version of Bellcore standard practice guidelines for formatting EMR records.

4.2.7.4 The Interfacing Bell RAO, OCN, and Remote Identifiers shall be used by MCI to control invoice sequencing and each shall have its own invoice controls.

4.2.7.5 The file's Record Format (RECFM) shall be Variable Block with 175 character EMR record, plus modules if appropriate.

4.2.7.6 Initially, BellSouth may elect not to comply with specific sorting requirements. However, MCI may elect to require BellSouth to sort PACKS in accordance with MCI specifications at a later date.

## **MCImetro - BellSouth Florida Interconnection Agreement**

**4.2.8.6 Incollect Pack Processing:** This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

**BellSouth Name**  
**Reseller Total Messages processed in a pack**  
**Packs processed shall reflect the number of**  
**messages initially erred and accepted within a pack**  
**Reseller Total Packs processed**

**4.2.8.7 MCIm** requires information on a subscriber's selection of billing method, special language billing, and other billing options.

### **4.3 Standards**

**4.3.1** When requested by MCIm for security purposes, BellSouth shall provide MCIm with Recorded Usage Data as soon as practical. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.

**4.3.2** BellSouth shall include the Working Telephone Number (WTN) of the call originator on each EMR call record where Technically Feasible.

**4.3.3** End user subscriber usage records and station level detail records shall be in packs in accordance with EMR standards.

**4.3.4** BellSouth shall provide Recorded Usage Data to MCIm on a schedule to be determined by the parties once a day Monday through Friday except holidays.

**4.3.5** BellSouth shall segregate and organize the Recorded Usage Data in a manner mutually agreed upon between BellSouth and MCIm..

### **4.4 Performance Measurements**

**4.4.1 Account Maintenance.** When notified by a CLEC that an MCIm Customer has switched to CLEC service, BellSouth shall provision the change, and notify MCIm that the customer has changed to another service provider ("OUTPLOC") within one (1) business day, 100% of the time.

**MCImetro - BellSouth Florida Interconnection Agreement**

**Metric:**

Total number of Recorded Usage Data records delivered during current month  
minus Number of Usage Call Records held in error file at the end of the current  
month

$$\frac{\text{Total number of Recorded Usage Data records delivered during current month} - \text{Number of Usage Call Records held in error file at the end of the current month}}{\text{Total number of Recorded Usage Data Records delivered during current month}} \times 100$$

**Measurement:**

Criteria

Meets Expectations  $\geq 99.99\%$  of all records delivered  
4.4.5 Accuracy

BellSouth will provide Recorded Usage Data in the format, and with the content as defined in the current BellCore EMR document.

**Metric:**

Total Number of Recorded Usage Data Transmitted Correctly

$$\frac{\text{Total Number of Recorded Usage Data Transmitted Correctly}}{\text{Total Number of Recorded Usage Data Transmitted}} \times 100$$

**Measurement:**

Criteria

Meets Expectations  $\geq 99.99\%$  of all recorded records delivered

4.4.6 Data Packs

BellSouth will transmit to MCIIm all packs error free in the agreed-upon format.

**Measurement:**

Meets Expectations 6 months of Transmitted Packs without a rejected pack

Notes: All measurements will be made on a Rolling Period.

4.4.7 Recorded Usage Data Accuracy

BellSouth will ensure that the Recorded Usage Data is transmitted to MCIIm error free. The level of detail includes, but is not limited to: detail required to Rating

## **MCImetro - BellSouth Florida Interconnection Agreement**

BellSouth shall allocate to MCI, on a competitively neutral basis, MCI's share of the costs associated with such system.

### **4.5 Reporting**

**4.5.1** BellSouth shall agree to develop reports to be used for local usage and for PIC change data performance measurement within (sixty) 60 days of the Effective Date of this Agreement.

#### **4.5.2 Left Blank Intentionally**

##### **4.5.2.1 Left Blank Intentionally**

## **Section 5. Maintenance**

### **5.1 General Requirements**

For maintenance, the parties agree to implement the BellSouth approved EBI standard within 12 months of the signing of this Agreement. MCI understands that within such 12 month period BellSouth may not be able to make full implementation of the approved EBI standard, and provided BellSouth uses its best efforts to fully implement such standard as soon as possible, MCI agrees to accept less than full implementation at the conclusion of the 12 month period. MCI further agrees to accept on an interim basis, until such time as EBI is implemented, the interfaces approved by BellSouth.

**5.1.1** BellSouth shall provide repair, maintenance, testing, and surveillance for all Telecommunications Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.

**5.1.1.1** During the term of this Agreement, BellSouth shall provide necessary maintenance business process support as well as those technical and systems interfaces required to enable MCI to provide at least the same level and quality of service for all services for resale, functions, features, capabilities and unbundled elements or combinations of elements as BellSouth provides itself, its subscribers any of its Affiliated or subsidiaries or any other entity. BellSouth shall provide MCI with the same level of maintenance support as BellSouth provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that BellSouth uses and/or which are

## **MCImetro - BellSouth Florida Interconnection Agreement**

**5.1.5 BellSouth shall provide MCIIm with the same scheduled and non-scheduled maintenance including, without limitation, required and recommended maintenance intervals and procedures for all Local Services, Network Elements and Combinations provided to MCIIm under this Agreement that it currently provides for maintenance of its own network. Procedures for scheduled and non-scheduled maintenance will be documented in the work center agreements.**

**BellSouth shall negotiate the release of any scheduled and non-scheduled maintenance for Unbundled Network Elements or Large Business Subscribers' service with MCIIm prior to any activity which may impact those services.**

**For services provided through resale, the BellSouth agrees to provide scheduled maintenance for residence and small business subscribers, consisting of cable throws, performed with test sets which prevent the subscribers' services from being interrupted during the activity. BellSouth shall monitor individual cutover work to insure that the service is not in use prior to the cut. Central office conversions shall be publicized through the media and will occur after midnight and before 4:00 A.M., unless MCIIm is provided with written notification.**

**For misdirected calls, BellSouth and MCIIm shall advise customers to contact MCIIm and BellSouth, respectively, and offer the customer the contact number upon request.**

**5.1.6 Left Blank Intentionally**

**5.1.7 Left Blank Intentionally**

**5.1.8 BellSouth shall inform MCIIm of repair completion and trouble reason as soon as possible after restoration of network elements, or Combinations, and any other trouble reports by MCIIm. Notification should be provided via electronic interface, when available.**

**5.1.9 BellSouth and MCIIm shall mutually develop escalation procedures to be followed if, in MCIIm's judgment, any performance standard defined in this Agreement is not met for any individual trouble report. The escalation procedures to be provided shall include telephone numbers of BellSouth management personnel**

## **MCImetro - BellSouth Florida Interconnection Agreement**

### **5.1.16 Additional Unbundling Requirements**

**5.1.16.1** When trouble is reported by a subscriber served through unbundled network elements, MCIm will test its network to identify any problems. If no problems are identified with the MCIm network, MCIm will open a trouble report with BellSouth. BellSouth shall then test its portion of the network and perform repairs as required in the timeframes set forth below in this Agreement.

**5.1.16.1.1** MCIm will coordinate combined testing or repair activities until trouble is resolved. BellSouth shall provide repair updates to MCIm.

### **5.2 Systems Interfaces and Information Exchanges**

**5.2.1.1** For line based (POTS) Resold Local Service, BellSouth shall develop a real-time, on-line Electronic Interface for access by MCIm to BellSouth's maintenance systems and databases, in order to allow MCIm to: (i) receive "estimated time to repair" ("ETTR") on a real-time basis; (ii) based on the nature of the reported trouble, perform electronic test at time of entry and provide test results to MCIm; and (iii) provide final closure on trouble tickets entered into BellSouth maintenance system for an MCIm subscriber. This capability will be deployed by March 31, 1997.

In addition BellSouth agrees to continue to develop the electronic interface capability to provide MCIm with ability to: (iv) receive timely notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment; and (v) retrieve all applicable time and material charges at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts incurred in each such category, and total by customer, per event).

**5.2.1.2** As an option to the above, MCIm may opt to use the existing Electronic Communications gateway interface for line based (POTS) Resold Local Service. This interface will allow MCIm maintenance personnel and customer services representatives to perform the following functions for MCIm subscribers: (i) enter a new trouble ticket into the BellSouth

## **MCImetro - BellSouth Florida Interconnection Agreement**

**5.2.6 BellSouth agrees to advise MCIm of any central office failure that is known at the time of any inquiry or trouble report. BellSouth agrees to continue to use its best efforts to implement a process which will provide automatic notification to MCIm at the time of trouble ticket entry.**

**5.2.7 BellSouth agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all residence and small business trouble reports.**

**5.2.8 BellSouth agrees to develop, with MCIm's cooperation, mutually acceptable workcenter interface agreements to document methods and procedures for interim and final interfaces for each service within sixty (60) days following the effective date of this Agreement or MCIm's notice to BellSouth of its initiation of that service. The sixty (60) day period shall be extended to the extent of any delay attributable to MCIm.**

### **5.3 Procedures**

**5.3.1 Maintenance charges for premises visits by BellSouth employees or contractors shall be billed to MCIm and not to the subscriber.**

**5.3.1.1 If additional work is required, BellSouth employees or contractors shall call MCIm from subscriber premises so that MCIm can schedule a new appointment with BellSouth and subscriber at the same time.**

**5.3.1.2 BellSouth employees or contractors shall present the subscriber with an unbranded form, or MCIm provided MCIm branded form, detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary.**

**5.3.1.3 The BellSouth employees or contractors shall use its best efforts obtain the subscriber's signature upon said form, and use the signed form to input maintenance charges into the BellSouth repair and maintenance database (accessible by way of electronic interface). These charges shall include any charges for inside wiring work by BellSouth employees or contractors.**

### **5.4 Performance Measurements and Reporting**



## **MCImetro - BellSouth Florida Interconnection Agreement**

MCIm will transmit repair calls to the BellSouth repair bureau by telephone. In such event, the following standards shall apply: The BellSouth repair bureau shall answer its telephone and begin taking information from MCIm within twenty (20) seconds of the first ring, ninety-five percent (95%) of the time. Calls answered by automated response systems, and calls placed on hold, shall be considered not to meet these standards.

5.4.7 BellSouth will miss meeting end user appointments that require a premise visit less than 1% of the time.

5.4.8 If MCIm requests, in writing, a higher level of performance than BellSouth provides to its own subscribers, BellSouth shall inform MCIm, in writing, of the amount MCIm's desired performance level exceeds that which BellSouth provides to its subscribers as well as a reasonable estimate of what it would cost BellSouth to meet, measure, and report these standards. If MCIm then communicates, in writing, to BellSouth that it desires such higher levels of performance, MCIm shall pay BellSouth for the costs incurred in providing such higher level of service. Moreover, MCIm shall pay all mechanisms necessary to capture and report data, required to measure, report or track any performance measurement that BellSouth does not, as of the Effective Date, measure, report or track for itself or its own subscribers. In the event such system is not developed exclusively for MCIm, but rather is developed for use with other CLECs, as well as MCIm, BellSouth shall allocate to MCIm, on a competitively neutral basis, MCIm's share of the costs associated with such system.

### **Section 6. Miscellaneous Services & Functions**

#### **6.1 General Requirements**

##### **6.1.1 Basic 911 and E911 General Requirements**

6.1.1.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

6.1.1.2 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/ Data Management System (ALI/DMS) and the E911 tandem switch, to determine to

**MCImetro - BellSouth Florida Interconnection Agreement**

**6.1.1.7.2 In government jurisdictions where BellSouth has obligations under existing Agreements as the primary provider of the 911 System to the county, MCIm shall participate in the provision of the 911 System as follows:**

**6.1.1.7.2.1 Each party shall be responsible for those network portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.**

**6.1.1.7.2.2 Host BellSouth shall be responsible for maintaining the E-911 database BellSouth including validating MCIm updates against MSAG and posting valid updates to E911 database. Errors will be returned to MCIm for correction and transmission of valid updates.**

**6.1.1.7.3 If a third party is the primary service provider to a government agency, MCIm shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and MCIm are totally separate from this Agreement and BellSouth makes no representations on behalf of the third party.**

**6.1.1.7.4 If MCIm or Affiliate is the primary service provider to a government agency, MCIm and BellSouth shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.**

**6.1.1.7.5 Interconnection and database access shall be priced as specified in Attachment I or at any rate charged to other interconnected carriers, whichever is lower.**

**6.1.1.7.6 BellSouth shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.**

**MCImetro - BellSouth Florida Interconnection Agreement**

**6.1.1.10.5 MCIm shall assign an E911 database coordinator charged with the responsibility of forwarding MCIm end user ALI record information to BellSouth or via a third-party entity, charged with the responsibility of ALI record transfer. MCIm assumes all responsibility for the accuracy of the data that MCIm provides to BellSouth.**

**6.1.1.10.6 MCIm shall provide information on new subscribers to BellSouth within one (1) business day of the order completion. BellSouth shall update the database within two (2) business days of receiving the data from MCIm. If BellSouth detects an error in the MCIm provided data, the data shall be returned to MCIm within two (2) business days from when it was provided to BellSouth. MCIm shall respond to requests from BellSouth to make corrections to database record errors by uploading corrected records within two (2) business days.**

**6.1.1.10.7 BellSouth agrees to treat all data on MCIm subscribers provided under this Agreement as strictly confidential and to use data on MCIm subscribers only for the purpose of providing E911 services.**

**6.1.1.10.8 BellSouth shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from MCIm at such time as a NENA standard carrier codes is implemented. The Carrier Code will be used to identify the carrier of record in INP configurations.**

**6.1.1.10.9 BellSouth shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.**

**6.1.1.11 Left blank intentionally**

**6.1.1.12 The following are basic 911 and E911 Network Requirements:**

**6.1.1.12.1 BellSouth, at MCIm's option, shall provide a minimum of two (2) E911 trunks per Numbering Plan Area (NPA) code, or that quantity which will**

**MCImetro - BellSouth Florida Interconnection Agreement**

**government entities and PSAPs, as necessary.**

**6.1.1.12.6.2 When requested by MCIm, LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.**

**6.1.1.12.6.3 Technical specifications for network interface, Technical specifications for database loading and maintenance.**

**6.1.1.12.7 Left blank intentionally**

**6.1.1.12.8 BellSouth shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. BellSouth must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).**

**6.1.1.12.9 Left Blank intentionally**

**6.1.1.12.10 Left blank intentionally**

**6.1.1.12.11 Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.**

**6.1.1.12.12 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual circuit level. Monitoring shall be conducted by BellSouth for trunks between the tandem and all associated PSAPs.**

**6.1.1.12.13 Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.**

## **MCImetro - BellSouth Florida Interconnection Agreement**

**6.1.1.13.8** BellSouth shall notify MCIIm within 30 days of BellSouth's decision to implement "reverse ALI" inquiries by public safety entities.

**6.1.1.13.9** BellSouth shall continue its existing process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

**6.1.1.13.10** BellSouth must provide the ability for MCIIm to update 911 database with end user information for lines that have been ported via INP or NP.

**6.1.1.13.11** MCIIm may, at its discretion, further request additional and/or modified reporting as business needs demand.

### **6.1.2 Directory Assistance Service**

**6.1.2.1** BellSouth shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by MCIIm subscribers directly to either the MCIIm DA service platform or BellSouth DA service platform as specified by MCIIm. BellSouth shall provide MCIIm with selective routing via Line Class Codes on a first-come, first-served basis. BellSouth may reserve for itself a reasonable number of line class codes. Further, MCIIm and BellSouth shall continue to work with the appropriate industry groups to develop a long term solution for selective routing.

**6.1.2.2** MCIIm subscribers shall be provided the capability by BellSouth to dial the same telephone numbers for access to MCIIm Directory Assistance that BellSouth subscribers to access BellSouth Directory Assistance.

**6.1.2.3** BellSouth shall provide Directory Assistance functions and services to MCIIm for its subscribers as described below until, at MCIIm's discretion, BellSouth routes calls to the MCIIm Directory Assistance Services platform.

**6.1.2.3.1** BellSouth agrees to provide MCIIm subscribers with the same Directory Assistance service available to BellSouth subscribers.

## **MCImetro - BellSouth Florida Interconnection Agreement**

**6.1.2.3.9.1 A minimum of two subscriber listings and/or addresses or BellSouth parity per MCIm subscriber request.**

**6.1.2.3.9.2 Name and address to MCIm subscribers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth subscribers.**

**6.1.2.3.9.3 Upon request, call completion to the requested number for local and intraLATA toll calls shall be sent to the network specified by MCIm. Rating and billing shall be done by MCIm.**

**6.1.2.3.9.4 Populate the Directory Assistance database in the same manner and in the same time frame as for BellSouth subscribers.**

**6.1.2.3.9.5 Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for MCIm subscribers as for BellSouth's subscribers.**

**6.1.2.3.9.6 When requested by MCIm, BellSouth shall provide instant credit on directory assistance calls as provided to BellSouth subscribers. BellSouth**

**6.1.2.4 BellSouth shall provide data regarding billable events as mutually agreed upon by MCIm and BellSouth.**

### **6.1.3 Operator Services**

**6.1.3.1 BellSouth shall provide for the routing of local operator services calls (including but not limited to 0+, 0-) dialed by MCIm subscribers directly to either the MCIm operator service platform or BellSouth operator service platform as specified by MCIm. BellSouth shall provide MCIm with selective routing via Line Class Codes on a first come-first served basis. BellSouth may reserve for itself a reasonable number of line class codes. Further, MCIm and BellSouth shall continue to work with the appropriate**

## **MCImetro - BellSouth Florida Interconnection Agreement**

**6.1.3.3.3.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.**

**6.1.3.3.3.7 BellSouth shall complete station-to-station calls.**

**6.1.3.3.3.8 BellSouth shall process emergency calls when the caller dials 0- in error.**

**6.1.3.3.3.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.**

**6.1.3.3.3.10 BellSouth shall process emergency call trace, subject to mutual agreement of MCI and BellSouth on applicable processes.**

**6.1.3.3.3.11 BellSouth shall process operator-assisted directory assistance calls.**

**6.1.3.3.3.12 Upon a subscriber request for either a rate quote or time and charges, BellSouth shall, through a neutral response, inquire of the subscriber from which carrier the rate or time and charge is requested. The operator will transfer the call to that carrier.**

**6.1.3.3.3.13 Left blank intentionally**

**6.1.3.3.3.14 BellSouth shall route 0- traffic to a "live" operator team.**

**6.1.3.3.3.15 When requested by MCI, BellSouth shall provide instant credit on operator services calls as provided to BellSouth subscribers.**

**6.1.3.3.3.16 Caller assistance for the disabled in the same manner as provided to BellSouth subscribers.**

**6.1.3.3.3.17 If and when available, BellSouth shall provide operator-assisted conference calling. BellSouth**

## **MCImetro - BellSouth Florida Interconnection Agreement**

whether the number has been ported and shall direct the request to the appropriate operator.

6.1.3.15 BellSouth shall explore the technical feasibility of the following: Where INP is deployed and when a BLV/BL1 request for a ported number is directed to a BellSouth operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall confirm whether the number has been ported and shall direct the request to the appropriate operator.

6.1.3.16 Charges for services provided pursuant to Section 6.1.3 shall be as set forth in Attachment I.

### **6.1.4 Directory Assistance and Listings Service Requests**

6.1.4.1 These requirements pertain to BellSouth's DA and Listings Service Request process that enables MCIm to (a) submit MCIm subscriber information for inclusion in BellSouth Directory Assistance and Directory Listings databases; (b) submit MCIm subscriber information for inclusion in published directories; and (c) provide MCIm subscriber delivery address information to enable BellSouth to fulfill directory distribution obligations.

6.1.4.1.1 BellSouth shall accept orders via electronic interface in accordance with approved TCIF EDI technical mapping within nine (9) months of published release of that approved standard. In the interim, BellSouth shall create a standard format for electronic exchange by which MCIm can place directory listing orders for resold single line residence and resold simple business, six lines or less, by April 1, 1997. BellSouth shall provide electronic exchange for directory listing orders associated with interim number portability, unbundled loops and unbundled ports no later than April 1, 1997

6.1.4.1.2 BellSouth will provide to MCIm the following Directory Listing Migration Options, valid under all interconnection methods, including but not limited to, Resale, Unbundled Network Elements and Facilities-Based:



## **MCImetro - BellSouth Florida Interconnection Agreement**

**6.1.4.1.8 BellSouth shall not charge for storage of MCIIm subscriber information in the DA and DL systems.**

**6.1.4.1.9 MCIIm shall not charge for storage of BellSouth subscriber information in the DA and DL systems.**

**6.1.5 Left blank intentionally**

**6.1.6 Directory Assistance Data**

**6.1.6.1 BellSouth shall provide to MCIIm, to the extent authorized, the residential, business, and government subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non-discriminatory manner. MCIIm may combine this element with any other Network Element for the provision of any Telecommunications Service.**

**6.1.6.2 Upon request, BellSouth shall provide an initial load of subscriber records via electronic data transfer for ILECS, CLECs and independent Telcos included in their Directory Assistance Database, to the extent authorized. The NPAs included shall represent the entire BellSouth operating territory. The initial load shall reflect all data that is current as of one business day prior to the provision date.**

**6.1.6.3 BellSouth shall provide MCIIm, to the extent authorized, a complete list of ILECs, CLECs, and independent Telcos that provided data contained in the database.**

**6.1.6.4 All directory assistance data shall be provided in the format as specified in "Directory Assistance Data Information Exchanges and Interfaces" below or in Bellcore standard F20 format.**

**6.1.6.5 On a daily basis, BellSouth shall provide updates (end user and mass) to the Listing Information via electronic data transfer. Updates shall be current as of one business day prior to the date provided to MCIIm.**

**6.1.6.6 Left Blank Intentionally**

**6.2.1.3 The TN data is managed in ALI by the BellSouth, but the responsibility for providing the data resides with each Local Service Provider.**

**6.2.2 Directory Assistance Data Information Exchanges and Interfaces**

**6.2.2.1 Subscriber List Information**

**6.2.2.1.1 BellSouth shall provide to MCIm, when an industry standard is available, and upon request by MCIm, all published Subscriber List Information (including such information that resides in BellSouth's master subscriber system/accounts master file) via an electronic data transfer medium and in a format which is acceptable to MCIm, on the same terms and conditions and at the same rates that the BellSouth provides Subscriber List Information to itself or to other third parties. When industry standards are available, all changes to the Subscriber List Information shall be provided to MCIm on the same day as the change occurred through the electronic data transfer medium used to transmit the initial Subscriber List Information. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.**

**6.2.2.2 This section addresses data format requirements and data inclusion requirements for directory assistance data information exchange between BellSouth and MCIm. BellSouth shall provide MCIm the following:**

**6.2.2.2.1 List of NPA-NXX's relating to the listing records being provided.**

**6.2.2.2.2 List of Directory Section names and their associated NPA-NXX's.**

**6.2.2.2.3 List of Community Names expected to be associated with each of the NPA-NXX's for which listing records shall be provided.**

**6.2.2.2.4 List of Independent Company names and their associated NPA-NXX's for which their listing**

## **MCImetro - BellSouth Florida Interconnection Agreement**

addition to the caption header record, each level of indent be recapped in order to properly build the caption set.

**6.2.2.3.3** In order to maintain the integrity of caption replacement, with end-of-day cumulative effect, one OUT record must be sent to delete the entire caption set, followed by IN activity each listing record within the caption set.

**6.2.2.3.4** MCIm requires listing instruction codes on the service order which indicate how the set is to appear in the published directory.

**6.2.2.4 Data Processing Requirements:** BellSouth and MCIm shall mutually agree to standards on the following data processing requirements:

**6.2.2.4.1** Identify type of tape to be used in sending the test and initial load data. For example, reel or cartridge tape. Due to the size of an initial load, it would be generally expected to be on tape and the daily update activity via another media, such as NDM.

**6.2.2.4.2** Identify tape or dataset label requirements.

**6.2.2.4.3** Identify tracking information requirements. For example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given tape/dataset. It may also be helpful to have some filler fields for future use.

**6.2.2.4.4** Identify dates MCIm should not expect to receive daily update activity.

**6.2.2.4.5** Data should be received in uppercase. An asterisk (\*) should be used advise of the need to apply the reverse capitalization rule. However, if the provider determines to provide the listing data from a database that has already messaged the data and applied the capitalization rules, the asterisk may be omitted.

**MCImetro - BellSouth Florida Interconnection Agreement**

<b>INDENTED LISTING SET - STRAIGHT LINE UNDER (SLU)</b>	Two or more listing records relating to the same listed subscriber. The first is formatted as a straight line listing with the additional listing(s) indented one degree under the straight line listing.
<b>INDENTED LISTING SET - CAPTION SET</b>	Formatted with one listing header record and multiple indented listing records. See detailed description below.

**INDENTED LISTING (CAPTION) SET**

<b>HEADER RECORD</b>	Contains listed name; address and telephone number data fields are blank.
<b>SUB-HEADER RECORD/ LISTING</b>	May contain name data only, or may include address and telephone number data. Associated subordinate records may, or may not be present.
<b>INDENTED NAME LISTING</b>	Contains name data, may or may not have address data, and telephone number data.
<b>INDENTED ADDRESS LISTING</b>	Contains address and telephone number data; the name data text field is blank.
<b>LEVEL OF INDENT</b>	Header record is zero (0), sub-header and indented records range from 1 - 7.

**MCImetro - BellSouth Florida Interconnection Agreement**

	<b>N</b> ' Non-Listed	alpha characters
	<b>NP</b> ' Non-Published	
<b>LISTING STYLE</b>	<b>S</b> ' Straight line <b>I</b> ' Indented listing set	Required: 1 alpha character
	An Indented listing relates to either a caption or Straight Line Under (SLU) set listing.	
<b>INDENT LEVEL</b>	<b>0</b> ' Non-indented record <b>1 - 8</b> ' Level of indented record	Required: 1 digit
<b>ADDRESS HOUSE NUMBER</b>	For example: 123, A-123, 123-1/2	Optional: Maximum of 20 alphanumeric characters, including hyphen, space, and slash
<b>ADDRESS PRE-DIRECTIONAL</b>	For example: N, S, E, W, NE, SW, NORTH	Optional: Maximum of 5 alpha characters
<b>ADDRESS STREET NAME</b>	For example: Main, Peachtree-Dunwoody, HWY 75 at Exit 30	Optional: Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.
<b>ADDRESS SUFFIX OR THOROUGHFARE</b>	For example: SUITE 160, ST, or WAY	Optional: Maximum of 20 numeric, alpha, or alphanumeric characters
<b>ADDRESS POST DIRECTION</b>	For example: N, S, NE, SW	Optional: Maximum of 5 alpha characters
<b>ADDRESS ZIP CODE</b>	5-digits or ZIP + 4	Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4
<b>COMMUNITY NAME</b>	Identifies the name of the community associated with the listing record. See Glossary for more details.	Maximum of 50 alphanumeric characters, including spaces and hyphen

**MCImetro - BellSouth Florida Interconnection Agreement**

data stream. If lineal descent is also in the Listed Name Subsequent Word(s) data field, title data should be placed following the lineal descent data.

<b>DEGREE</b>	e.g. MD, CPA, PHD. Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is also present, it should follow title data.	Optional: Maximum of 20 alpha characters
<b>NICKNAME</b>	Another name the listed subscriber may be known by.	Optional: Maximum of 20 alpha characters
<b>BUSINESS DESIGNATION</b>	Term used to identify the listed subscriber's profession, business, or location, e.g. ATTY, CARPETS, OFC	Optional: Maximum of 50 alpha characters
<b>STANDARD TELEPHONE NUMBER *</b>	NPA NXX-LINE	Optional: 12 characters, including space and hyphen
<b>NON-STANDARD TELEPHONE NUMBER *</b>	Telephone numbers less than or more than the standard telephone number.	Optional: Minimum of 1 digit, maximum of 22 characters, including spaces and hyphens

\* Either a Standard or Non-standard telephone is required for a zero level record unless the record is a Cross-reference listing or an Indented Listing (caption) Set record. A telephone number may, or may not be present on an Indented Listing Set record for level(s) 0-7.

MCImetro - BellSouth Florida Interconnection Agreement

<b>Other Information</b>					
<b>Business Function</b>	<b>Long-Term Solution*</b>	<b>Real-Time Access To Data**</b>	<b>Real Time Transaction Processing</b>	<b>Frequency/ Time Interval</b>	<b>Interim Solution</b>
BellSouth provides MCI m PICs available at a central office level	Electronic Interface		N/A		To be negotiated
MCI m views subscriber profile information at the line and trunk level.	Electronic Interface	Y	N/A	N/A	To be negotiated
MCI m views all features and services, including new services, trial offers and promotions available through BellSouth	Electronic Interface	Y	N/A	N/A	To be negotiated
MCI m views all services and features technically available from each switch that BellSouth may use to provide a Local Switching element.	Electronic Interface	Y	Y	N/A	To be negotiated

MCImetro - BellSouth Florida Interconnection Agreement

<b>Order Submission</b>					
<b>Business Function</b>	<b>Long-Term Solution*</b>	<b>Real-Time Access To Data**</b>	<b>Real Time Transaction Processing</b>	<b>Frequency/ Time Interval</b>	<b>Interim Solution</b>
MCIIm submits order for desired resold features and services, Local Services, unbundled elements and/or combinations of elements from BellSouth	Electronic Interface	Y	Y	N/A	To be negotiated
MCIIm orders local, intraLATA, InterLATA, and international service on a single order	Electronic Interface	Y	Y	N/A	To be negotiated
MCIIm requests suspension, termination or restoration of service	Electronic Interface	Y	Y	N/A	To be negotiated
MCIIm adjusts pending order due dates	Electronic Interface	Y	Y	N/A	To be negotiated



***MCIIm Comment***

***This exhibit specifies, for each information exchange between MCIIm and BellSouth, the type of interface, whether real-time access and processing is required, and the frequency of information exchanges. This information is required to ensure that both parties are in agreement on each others' interface requirements.***

**Attachment IX**  
**Security Requirements**

**TABLE OF CONTENTS**

**ATTACHMENT IX  
SECURITY REQUIREMENTS**

Section 1	Physical Security	IX - 1
Section 2	Network Security	IX - 2
Section 3	Revenue Protection	IX - 3
Section 4	Law Enforcement Interface	IX - 3

## **MCIm-BellSouth Florida Interconnection Agreement**

equipment.

1.7 Limiting the keys or other access methods used in its systems for spaces which contain or house MCIm equipment or equipment enclosures to BellSouth employees and representatives to emergency access only. MCIm shall further have the right to change locks or other access methods on all spaces where deemed necessary for the protection and security of such spaces. In such an event, MCIm shall provide BellSouth with replacement keys or equivalent.

1.8 Ensuring that doors that provide access to MCIm equipment enclosures are equipped to protect against removal of hinge pins.

1.9 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house MCIm equipment or equipment enclosures, as selected by MCIm and at MCIm's expense..

1.10 Providing prompt notification to designated MCIm personnel whenever BellSouth has determined that there has been an actual or attempted security breach. MCIm shall provide prompt notice to BellSouth when MCIm determines that an actual or attempted security breach of the MCIm secured space has occurred.

1.11 Ensuring that areas designated to house MCIm equipment are environmentally appropriate for the MCIm equipment installation, and, consistent with Attachment V, adequate to maintain proper operating conditions for the MCIm equipment.

### ***Section 2. Network Security***

2.1 MCIm's secured space shall be covered by the same back-up and recovery plan used for BellSouth space in the event of a system failure or emergency.

2.2 BellSouth shall install controls and logical security as set forth in Attachment V, Section 2.17.4, to (i) disconnect a user for a pre-determined period of inactivity on authorized ports; (ii) protect subscriber proprietary information; (iii) ensure both ongoing operational and update integrity, (iv) assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway; and (v) provide security equal to or better than that which BellSouth provides to itself (which shall include Design, Development,

**Attachment X**  
**Credit for Performance**

**ATTACHMENT X**

**Credits for Performance Standards Failures**

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