MCI REQUIREMENTS FOR INTERCARRIER AGREEMENTS

INTERCONNECTION AND ACCESS, UNBUNDLING, RESALE, ANCILLARY SERVICE, AND ASSOCIATED ARRANGEMENTS

I. INTERCONNECTION

Definition: The connection of the telecommunications facilities and equipment of any telecommunications carrier with the ILEC's network for the transmission and routing of telephone exchange and exchange access services.

Interconnection can occur at any technically feasible point within the ILEC's network, and must be at least equal in quality to that provided by the ILEC to itself and at rates, terms and conditions that are just, reasonable and non-discriminatory.

REQUIREMENTS

1. Point of Interconnection
2. Trunking
3. Traffic Types
4. Signaling
5. Compensation
6. Business Processes
   - 6.1 Order Processing
   - 6.2 Provisioning & Installation
   - 6.3 Trouble Resolution, Maintenance, Customer Care
   - 6.4 Billing
7. Quality of Service
8. Information

Business Area	Requirement
1. Point of Interconnection (POI):	1.1 Each interconnecting carrier must designate at least one POI on the other carrier's network for each local calling area. Each carrier has the responsibility for providing its own facilities to route calls (1) originating on its network and terminating on the other carrier's network to its POI, and (2) originating on the other local exchange carrier's network, but terminating on its network from that carrier's POI. There is no requirement that a carrier establish more than one POI for any local calling area, but nothing should prevent MCI from designating more than one POI upon mutual agreement of the carriers. There should be no charge for provision of the POI facilities. **GTE Position:** GTE's tandems cover more than one local calling area. GTE argrees to one POI per tandem. If one party is ordering trunks/facilities from the other, there will be a charge. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.2 POIs may be at any technically feasible point on the networks, including, but not limited to: tandem switches, end office switches or other wire centers. Collocation is not a requirement for establishing a POI. POIs can be established via meetpoint, collocation and other mutually agreed to methods.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.3 Carriers agree to install efficient and sufficient facilities to route calls (1) originating on its network and terminating on the other carrier's network to its POI, and (2) originating on the other local exchange carrier's network, but terminating on its network from that carrier's POI, and will work cooperatively to ensure such.

GTE Position: GTE suggested joint planning meeting. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.4 ILEC may not impose any restrictions on traffic types delivered to/from the POI(s).

GTE Position: All basic traffic types O.K. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.5 A carrier may make any modifications or additions to its designated POIs in order to add capacity or establish new POIs. Such changes should not require a new contract, but should be covered by a master service agreement

GTE Position: GTE will require an updated appendix when new services are added or a new POI is established. Need to flesh out process to ensure crispness. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.6 Each carrier preserves the option to designate its POI at the most efficient point for its purposes.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.7 A carrier should not impose on the other the inefficiencies of its network design; any additional costs resulting from the inefficiencies of an ILEC's network design should be borne by the ILEC and not imposed on MCI.

GTE Position: GTE may require additional trunking based on their network configuration and the product set MCI requires (i.e., ISDN switching). We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language

for this issue. Thus, we seek arbitration on this issue.

1.8 Once traffic is delivered to the POI, it is the terminating carrier's responsibility to terminate the traffic to its end users. Calls should be terminated using the same network, ensuring the same quality of service, as the carrier provides its own customers.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2. Trunking

2.1 Trunking should be available to any switching center designated by either carrier: including end offices, local tandems, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. Carriers should have the option for either one-way or two-way trunking. Directionality in this case refers to the traffic flowing between two networks, not to the logical or physical configuration of the trunk. All trunks should be configured two way for testing purposes.

GTE Position: GTE's preference is 2-way; based on configuration of switch, may have to do 1-way. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.2 There should be no restrictions on the types of traffic that can be combined on a single trunk group. In the eventuality that there is good reason for traffic separation then the carrier receiving the traffic should determine the types of traffic that can be combined (e.g. local, intraLATA toll, interLATA access). To the extent necessary to apply the appropriate compensation arrangement, Percent Usage reporting should be established.

GTE Position: Yes, except no IXC traffic maybe combined. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.3 Carriers should offer B8ZS Extended Super Frame (ESF) facilities to each other, and will make these facilities available to allow for transmission of voice and data traffic.

GTE Position: Where available, GTE will provide B8ZS. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.4 Trunking should be available at any feasible point that is used in the

transmission of voice, data or other types of traffic (e.g., file servers, SCPs, DXCs, ATM switches, etc.)

GTE Position: GTE will and does connect STP and ATM to STP today. Cannot envision SCP connection to another carrier SCP. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3. Traffic Types:

3.1 Carriers should provide the necessary facilities and equipment to allow for the exchange of the following types of traffic between ILEC(s) and MCI:

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.2 **Local Exchange** - local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party without the use of access codes

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.3 **Exchange Access** - The offering of access to telephone exchange services or facilities origination and termination of intraLATA or interLATA toll services.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.4 **IXC Transit** - the ILEC must provide intermediary network access service between MCI and any IXC for the purpose of completing interLATA or intraLATA toll traffic. Each carrier will provide their own network access services to the IXC on a meet-point basis.

GTE Position: Agreement between IXC and MCI must be in place. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.5 **Other Transit functions** - the ILEC must provide intermediary tandem switching and transport services for MCI's connection of its end user to a local end user of other CLECs, ITCs, and wireless telecommunications providers.

GTE Position: Agreement with 3rd party must be in place. We believe we may have reached agreement in principle with GTE,

however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.6 **Intelligent network** - The ILEC must provide open logical and physical interconnection points to AIN/IN interface in their network. Refer to Section X, Part 6.

GTE Position: Pending industry standard guidelines. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.7 **Other Services** - The ILEC must provide connection and call routing for 911, E-911, directory assistance, and operator assistance services.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.8 **Network surveillance** - The ILEC must provide access to monitoring, surveillance and other fraud control functions in its network.

GTE Position: GTE requires further clarification.

4. Signaling:

4.1 ILEC must provide interconnection to and from intelligent network, signaling, monitoring, surveillance and fraud control points.

GTE Position: GTE requires further clarification.

4.2 ILEC shall provide and implement all SS7 Mandatory and Optional parameters as well as procedures that are defined in the ANSI standards even if today's services do not specifically requires these features. These functions shall include:

a. All functions of the ISUP, TCAP, SCCP, MTP as specified in the ANSI specifications.

b. All functions of the OMAP including MTP Routing verification Test(MRVT) and SCCP Routing Verification Test(SRVT).

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.3 ILEC shall provide options to interconnect all the systems connected to the ILEC SS7 network. These options shall include:

A & E-Link access from the MCI local switching system.
D-Link access from MCI STPs.
F-link access to the ILEC EO/AT and to ILEC Data Bases.

GTE Position: O.K. for A, E, and D links. No for F links, monitoring a problem.

4.4 ILEC shall provide a signaling link which consists of a 56 kbs transmission path or other rates as defined by ANSI standards between MCI designated signaling Points of Interconnect (SPOIs), satisfying an appropriate requirement for physical diversity.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.5 ILEC shall meet or exceed SS7 performance objectives as described in Bellcore TR-905 section 7, MTP and SCCP performance as specified in ANSI.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.6 Carriers shall have the option for Multi-frequency (MF) signaling, but only when either party does not have the technical capability to provide SS7 facilities.

GTE Position: Agree with exception: E911 is MF (systems are engineered this way by government agencies). We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.7 Other Requirements:

a. CIP (CIC within the SS7 call set-up signaling protocol) at no charge.

GTE Position: CIP is provided on access at no charge today. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

b. All SS7 signaling parameters must be provided including Calling Party Number (CPN). All privacy indicators must be honored.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

c. Carriers must provide to one another signaling System 7 (SS7) trunking.
   - GR-394 SS7 interconnect to IXCS
   - GR 317 SS7 interconnection between ILEC/MCI switches.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.8 Carriers must support intercompany 64kbps clear channel.

GTE Position: Where available; not on GTD5 offices. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.9 Carriers will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7- based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.10 Inter-network connection and protocol must be based on industry standards developed through a competitively neutral process, consistent with section 256 of the Federal Telecommunications Act of 1996, open to all companies for participation. All carriers must adhere to the standard.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

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

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5. Compensation:

5.1 Exchange Access

5.1.2 Exchange access must be priced at TSLRIC. This includes both switched and special access.

GTE Position: TSLRIC plus contribution to overhead.

5.2 Reciprocal Compensation

5.2.1 See XIII. Reciprocal Compensation Arrangements for Local Exchange Traffic.

GTE Position: Reciprocal compensation -- no to bill and keep; GTE does not believe that rates must be symmetrical. GTE expects to negotiate a mutually agreed upon rate. Would charge access for interLATA toll; negotiate local rate.

5.2.2 There should be no charge for the provision of POI facilities.

GTE Position: Yes, however if required, MCI must lease facilities to POI.

5.2.3 The ILEC will absorb any Non Recurring Charges (NRCs) incurred by MCI as a result of network redesigns/reconfigurations initiated by the ILEC to its own network.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.3 SS7 - SS7 links must be priced at TSLRIC

GTE Position: Disagree

5.4 Transit - Transit must be priced at TSLRIC

GTE Position: Disagree

6. Business Processes

6.1 Order Processing:

6.1.1 The ILECs must establish dedicated carrier ordering centers, available 7 days a week, 24 hours a day.

GTE Position: Yes to dedicated centers; no for 7 x 24. GTE requested demand forecast.

6.1.2 Standardized electronic interfaces for the exchange of ordering information must be made available using industry standard order formats and methods. Electronic bonding should be established to provide direct access to the ILEC order processing database

GTE Position: ASR via EXACT planned. Date TBD. While GTE agress with concept, no plans exist for electronic interface today.

6.1.3 The ILEC is responsible for ordering facilities to terminate traffic to MCI. MCI will supply Firm Order Commitments (FOC) and Design Layout Reports (DLR) as described in 6.2.1.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.4 When 2-way trunking is employed, the parties will select a mutually

agreeable automated ordering process.

GTE Position: ASR via exact. While GTE agress with concept, no plans exist for electronic interface today.

6.2 Provisioning & Installation

6.2.1 ILECs need to establish and adhere to competitive intervals for the delivery of FOCs, DLRs and facilities. Such intervals need to ensure that facilities are provisioned in timeframes and according to standards that meet or exceed those that the ILEC provides to itself for its own network and/or to end users. Intervals should not exceed 10 business days where facilities are available.

GTE Position: GTE agrees to the 10-day interval, noting that there may be exceptions in specific situations. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3 Trouble Resolution, Maintenance, Customer Care

6.3.1 The ILECs must establish dedicated carrier service centers available 7 days a week, 24 hours a day.

GTE Position: Service center available 7 x 24, dispatch available 6 days, 8 X 5.

6.3.2 Voice response units or similar technologies should be used to refer/transfer calls from customers to the proper carrier for action.

GTE Position: Live person would provide MCI 800 number to calling end user; GTE does not have warm transfer capability via VRU at this time.

6.3.3 MCI must have real time read and write access via an electronic interface to the ILEC's maintenance and trouble report systems including the following systems and/or functionality:

- Trouble reporting/dispatch capability - access must be real time
- Repair status/confirmations; maintenance/trouble report systems
- Planned/Unplanned outage reports

GTE Position: While GTE agress with concept, no plans exist for electronic interface today.

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

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.5 Maintenance service options must be unbundled to permit the use of qualified third party contractors for maintenance/repair of interconnect facilities.

GTE Position: GTE may agree to some type of enhanced escalation procedures. No third party contractors.

6.3.6 ILECs need to adopt multi-ILEC trouble management procedures developed by the Network Operations Forum (NOF) (See Appendix 3).

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.7 Escalation process - NOF (See Appendix 3).

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

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

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.9 Carriers will provide each other with a trouble reporting number that is readily accessible and available 24 hours a day, 7 days a week. In addition, carriers will provide each other test-line numbers and access to test lines.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.10 Cooperative practices and processes for law enforcement and annoyance call handling must be specified.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.4 Billing

6.4.1 ILECs and MCI agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycle.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.4.2 Meet point billing arrangements should be made available to MCI as a CLEC on the same terms and conditions as made available to other independent LECs engaged in meet point billing arrangements with the ILEC. MCI requires multiple bill/single tariff arrangements to be implemented.

GTE Position: Each carrier sends own bill at own tariff rate.

6.4.3 There should be no discrete development charges imposed on MCI for the establishment of meet point billing arrangements.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.4.4 The ILEC will prepare and transmit Inward Terminating call records for the appropriate IXC to MCI

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.4.5 The ILEC will receive EMR summary records from MCI for Inward Terminating and Outward Originating calls for the appropriate IXC, and use these records to bill access charges to the IXC.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.4.6 The ILEC must agree to capture inward terminating call records and send them to MCI or their billing agent in a format to be advised by MCI.

GTE Position: As long as it conforms to industry standard format.

MCI agrees to capture EMR summary records for Inward Terminating and outward originating calls and send them to ILEC in daily files via
a media to be advised by MCI.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual

language for this issue. Thus, we seek arbitration on this issue.

6.4.7 ILEC will provide MCI with IXC billing information for IXCs that transit ILEC tandem. Any IXC billing information provided by ILEC to MCI with respect to Meet Point Billing will be used solely for that purpose.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.4.8 ILEC must agree to exchange test files to support implementation of meeting point billing prior to live bill production

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.4.9 When MCI owns the end-office, the ILEC will not bill the RIC to either MCI or the IXC.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.4.10 The ILECs must indemnify MCI for any fraud due to network compromise (e.g., Clip-on, missing information digits, missing toll restriction, etc.).

GTE Position: GTE requires further clrification.

7. Quality of Service

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

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

7.2 Both parties must agree to specified design objectives on local interconnection facilities. MCI's standard is P.01 in the busy day busy hour.

GTE Position: GTE requires further clarificaiton.

7.3 Interconnect circuit provision and restoration should take priority over any other non-emergency ILEC network requirement.

GTE Position: GTE in process of confirming plans for restoration of facilities.

7.4 ILEC should adhere to competitive intervals for installation of POIs

and in no case should be longer than 60 calendar days

GTE Position: GTE agrees unless no facilities are available.

7.5 The parties must agree to a process for emergency, short-interval augmentations to account.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

7.6 The companies must agree upon a mechanism for deal with breach of agreed quality-of-service standards.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

7.7 ILEC must provide maintenance services to MCI customers in a manner that is timely, consistent and at parity with the ILEC's customers. At a minimum, the quality of the leased elements should match that of the ILEC's own elements and in general conform to all applicable Bellcore and ANSI requirements specific to the type of service to be provided.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

8. Information

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

GTE Position: Confirmation provided at due date +1.

8.2 The ILEC must publish comparative data reporting ILEC vs. CLEC quality of service (average length of outages, percentage of call failures, etc.)

GTE Position: GTE requires further clarificaiton.

8.3 The parties shall periodically exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail to assure traffic completion to and from all customers within the appropriate calling areas.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

8.4 ILEC must provide and update an electronic copy of their switch Network ID Database with complete list of feature/functions by

switch, NPA/NXXs, bus/res counts and identification, rate centers, etc.

GTE Position: All of this information is under review.

(See Appendix 5 for Interconnect Architecture and Trunking Topology Diagrams)

II. NON-DISCRIMINATORY ACCESS TO NETWORK ELEMENTS

DEFINITION: ILEC must offer to any requesting telecommunications carrier unbundled access to all physical and logical network elements at any technically feasible point without restriction as to how they are combined with each other or with components supplied by the requesting telecommunications carrier to provide a telecommunications service.

REQUIREMENTS

1. Unbundled Element List
2. General Requirements
3. Compensation
4. Quality of Service
5. Information
6. Business Processes
   - 6.1 Order Processing
   - 6.2 Provisioning and Installation
   - 6.3 Trouble Resolution, Maintenance and Customer Care
   - 6.4 Billing

Business Area	Requirement
1. Unbundled Element List	1.1 **LOCAL LOOP** (detailed in section IV), composed of the following elements which can be purchased separately: Network Interface Device/Unit Loop Distribution Digital Loop Carrier/analog cross connect Loop Feeder **GTE Position:** See Section IV - Local Loops. 1.2 **LOCAL SWITCHING** (detailed in section VI) composed of the following rate elements: Line Port Trunk Port Switch Capacity including Signaling/Database required to create or bill call path **GTE Position:** See Section VI - Local switching. 1.3 **TANDEM/TRANSIT SWITCHING** The establishment of a temporary path between two switching offices through a third (tandem) switch. **GTE Position:** Please see Section V. 1.4 **ANCILLARY SERVICES** (detailed in sections VII and VIII) Operator Service DA 911

GTE Position: See Sections VII and VIII.

1.5 **TRANSPORT** (detailed in section V)
Dedicated Interoffice Trunks, with and without electronics,
Common Interoffice Trunks
Multiplexing/Digital Cross Connect

GTE Position: See Section V.

1.6 DATA SWITCHING
An element that provides data services (e.g., frame relay or ATM) switching functionality.

GTE Position: Open issue. GTE will review.

1.7 **INTELLIGENT NETWORK and ADVANCED INTELLIGENT NETWORK** (detailed in section I and X)

GTE Position: See Section X.

2. General Requirements

2.1 Any telecommunications carrier must have nondiscriminatory access to the unbundled ILEC network elements, and their functional components, used in any ILEC products or service including:

Grandfathered products and services

Tariffed and non-tariffed products and services

Existing products and services e.g. expanded interconnection, or physical collocation, must be unbundled into placement cage and fiber route components

Enhanced products and services e.g. ADSL, BDSL, ISDN, BISDN services

Future products and services e.g. ATM services using non-E.164

GTE Position: Existing customers with grandfathered services - yes. O.K. for tariff; no for non-tariff. GTE to research collo items, and enhanced and ATM services.

2.2 Carrier access must not be restricted:

ILEC should not take any steps to construct the network in such a way that prevents access to network elements. The ILEC should work to facilitate access to network elements.

Artificial restrictions on use of components to be eliminated. e.g. No restrictions on the carrier's selection of equipment to deploy in the placement cage. No restrictions on the type of traffic that the carrier

provides using the components.

Components be combined without restriction. e.g. The carrier installs selected equipment in a placement cage at an ILEC central office and terminates ILEC unbundled loops into that cage. The carrier purchases ILEC or CAP transport to extend the unbundled loops back to its switching network.

GTE Position: See Section XV - Collocation.

2.3 Carrier must be at parity with the ILEC (or its affiliates) in provision of unbundled elements. This must at a minimum include:

Switch features at parity
Treatment during overflow/congestion conditions at parity
Equipment/interface protection at parity
Power redundancy at parity
Sufficient spare facilities to ensure provisioning, repair, performance, and availability at parity
Standard interfaces
Real time control over switch traffic parameters.
Real time access to integrated test functionality.
Real time access to performance monitoring and alarm data affecting MCI network.

GTE Position: GTE will review. "Real time control...; real time access..." are the problem.

2.4 ILECs must implement open Physical and Logical interconnection points to fully unbundle their AIN/IN network (See Section X Part 6.0).

GTE Position: GTE will provide the services from the AIN platform, but not the functionality of the platform itself.

3. Compensation

3.1 All unbundled network elements and their unbundled functional components must be priced at TSLRIC

Example: transport services not priced at current special access transport rates

GTE Position: Disagree

3.2 ILEC pricing must reflect the full imputation of all costs of the factors of production utilized in providing any given service.

GTE Position: Disagree

3.3 Ability to purchase any equipment from ILEC at prices that reflect their costs.

GTE Position: Disagree

4. Quality of Service

4.1 The companies must agree on a mechanism for dealing with breaches of agreed quality-of-service standards

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.2 Provisioning support 7 days a week, 24 hours a day

GTE Position: Reference individual sections.

4.3 Any new electronic interface must have no negative impact on existing interfaces MCI or other carriers have with the ILEC today for traditional services.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.4 Intervals and level of service no less than tariff or, if it is higher, no less than currently being performed by the ILEC for its own customers or for other carriers, whichever is higher.

GTE Position: GTE agrees to intervals of due date + 1. Parity not achieved in this area.

4.5 Negotiated performance metrics with the ILEC. Results to be reviewed quarterly or on an as needed basis.

GTE Position: Process needs to be defined.

4.6 The ability to determine customer's existing service and feature configuration by access to the appropriate database with the appropriate authorization.

GTE Position: Disagree

4.7 ILEC must provide maintenance services on Unbundled Elements provisioned to MCI in a manner that is timely, consistent and at parity with the ILEC's customers. At a minimum, the quality of the leased elements should match that of the ILEC's own elements and in general conform to all applicable Bellcore and ANSI requirements specific to the type of service to be/being provided.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.8 The ILEC must develop a formal process to track, analyze and continuously improve service levels.

GTE Position: Formal process must be defined.

5. Information

5.1 Identification and description of all elements related to providing service

5.2 A list/description of all services and features available down to street address detail, including: Type of Class 5 Switch by CLLI, line features availability by LSO, and service and capacity availability by LSO. MCI further requires a complete layout of the data elements that will be required to provision all such services and features.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.3 Detailed description of the criteria and process used for handling facility and power outages on an agreed upon severity and priority basis.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.4 The ILEC must provide an initial electronic copy and a hard copy of the service address guide (SAG), or its equivalent, on a going forward basis. Updates are expected as changes are made to the SAG.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.5 The ILEC to provide engineering information on all unbundled elements/combinations used for data, private line, foreign exchange, voice, etc. This would include the information that would normally be provided on records such as the detailed design layout records for loops and circuits.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

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

GTE Position: GTE may not unbundle new offerings or services that are proprietary however, will provide parity with other CLECs.

6. Business Processes

6.1 Order Processing

6.1.1 A real-time Electronic Communication interface to the ILEC for ordering and provisioning. (i.e. Electronic Access to SAG or its equivalent)

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.2 The ability to order any defined element using agreed upon ordering/provisioning codes and have those codes flow through for billing.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.3 Although MCI shall purchase the Unbundled Local Switching (ULS) element by committing to a minimum amount of line port, trunk ports and switch capacity on an end office by end office basis, business processes must be in place to allow that capacity to be utilized by individual customers, in combination with other network elements.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.4 Particular combinations of elements, hereafter referred to as combinations, identified and described by MCI can be ordered and provisioned as combinations, and not require the enumeration of each element within that combination on each provisioning order. When MCI removes or replaces one element of a combination they must not be required to reorder the remaining elements of the combination over again.

GTE Position: Open issue. GTE needs to research.

6.1.5 Appropriate ordering/provisioning codes must be established for each identified combination.

GTE Position: Open issue. GTE needs to research.

6.1.6 When combinations are ordered where the elements are currently interconnected and functional, those elements must remain interconnected and functional.

GTE Position: Open issue. GTE needs to research.

6.1.7 When purchasing switching capabilities, until such time as numbering is administered by a third party, MCI requires the ability to obtain telephone numbers on-line from the ILEC, and to assign these numbers with MCI customer on-line. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the ILEC.

GTE Position: Yes, but can only hold numbers for a fixed number of days.

6.1.8 When purchasing switching capabilities, MCI requires the ability to order all available features on that switch. (e.g., call blocking of 800, 900, 976,

700 calls by line or trunk on an individual service basis).

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.9 The ability to have the ILEC end office AIN triggers initiated via a service order from MCI.

GTE Position: Industry issue - not feasible today.

6.1.10 MCI and the ILEC must negotiate a standard service order/disconnect order format.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.11 When necessary, MCI requires the "real time" ability to schedule installation appointments with the customer on-line and access to the ILEC's schedule availability.

GTE Position: No system available for real time access.

6.1.12 "Real-time" response for: Firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by LSO (such as Digital Copper, Copper Analog, ISDN, etc.), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardizes against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options that were provisioned, at the time of order completion, by the ILEC for all MCI local customers. This applies to all types of service orders and all elements.

GTE Position: No system available for realtime access.

6.1.13 The ILEC to notify MCI if a customer requests changes to their service at the time of installation. Specific scenarios and a process to handle changes will be required.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.14 Expedite and escalation processes for ordering and provisioning.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.15 MCI requires a process to expedite an order on a customers behalf.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.2 Provisioning and Installation

6.2.1 The ILEC to provide all test and turn-up procedures and to provide all testing in support of the unbundled elements/combinations/services ordered by MCI. Testing and turn-up should be product specific and tailored to what is being ordered and how it will be used.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.2.2 The ILEC to notify MCI prior to disconnect of any MCI unbundled element/combination/service.

GTE Position: Displacing carrier should notify of disconnect - not ILEC unless they are the ones displacing.

6.2.3 All notices, invoices, and documentation provided to the customer at the customer's premises by the ILEC's field personnel be branded MCI.

GTE Position: All leave behind documentation would be non-branded.

6.2.4 The ability to test or have the ILEC test all elements/combinations.

GTE Position: GTE will test all elements that they provide. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3 Trouble Resolution, Maintenance and Customer Care:

6.3.1 A real-time automated industry standard electronic interface (EBI) to perform the following functions:

Trouble Entry
Obtain Trouble Report Status
Obtain Estimated Time To Repair (ETTR) and ILEC Ticket Number
Trouble Escalation
Network Surveillance- Performance Monitoring (i.e., proactive notification of "auto detects" on network outages from the local supplier)

GTE Position: No system available for real time access.

6.3.2 A process for the management of misdirected service calls must be developed

GTE Position: Soft turn back (they would provide the end user customer our 800 number).

6.3.3 A jointly developed process with the ILEC to conduct Busy Line Verification (BLV) and Emergency Interrupt.

GTE Position: Agrees that a process needs to be developed. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.4 ILEC establish and staff a Maintenance Center to act as MCI's single point of contact (SPOC) for all maintenance functions and should operate on a 24 hour day, 7 days a week basis.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.5 All trouble shooting will be performed by the ILEC and the ILEC will be responsible for the reported trouble until turned back to MCI.

GTE Position: GTE will accept troubles from MCI and test until resolved. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.6 An escalation process for resolving maintenance troubles.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.7 The ILEC must perform a Mechanized Loop Test (Quick Test) at the request of MCI while MCI is on line.

GTE Position: Quick Test will be performed where available. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.8 The ILEC to provide progress status reports so that MCI will be able to provide end user customers with detailed information and an estimated time to repair (ETTR).

The ILEC will close all trouble reports with MCI. MCI will close all trouble reports with the end user. MCI's outside technicians will clear troubles to the network interface and provide callback from the fault location to MCI.

GTE Position: Procedures need to be agreed upon. GTE requires clarification.

6.3.9 Maintenance charges (time and materials, by customer, per event) must be

provided verbally at ticket close out. The ILEC will use an MCI branded form that will be signed by the customer, capturing all maintenance and service charges incurred by the customer and forwarded or faxed to the MCI work center by the end of the day when the repair is completed.

GTE Position: Open issue. GTE will research. Trouble & Maintenance branding a problem.

6.3.10 Pre-screening of any ILEC activities that will incur charges to MCI. This includes authorization by MCI if a dispatch is required to the customer premises as well as verification of actual work completed.

GTE Position: GTE will research.

6.3.11 All ALIT/SLIT (Auto / Subscriber Line Tests) tests performed on MCI customers' lines that result in a failure must be reported to MCI.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.12 MCI branded, or at a minimum a non branded, customer-not-at-home card be left at the customers premises when an MCI customer is not at home for an appointment.

GTE Position: Card would be non-branded.

6.3.13 MCI will coordinate dispatches to the customer premises. This includes re-dispatches for customer not-at-home.

GTE Position: Dispatch appointments need to be coordinated. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

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

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.15 Individual Emergency Restoration and Disaster Recovery Plans be developed. The Plans should outline methods for the restoration of each central office in the local network provider territory as well as contain site specific restoration alternatives which could be implemented based on the magnitude of the disaster. Each plan should incorporate at a minimum the following elements:

GTE Position: Plan needs to be developed. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.16 ILEC Single Point of Contact (SPOC)

Responsible for notification of MCI work center

Responsible for the initiation of the ILEC's restoration plan

Responsible for status and problem resolution during the entire restoration process

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.17 Restoration Equipment Dispatch Plan

Documented procedure on how the equipment will be dispatched to restoration site

Estimated maximum time for the restoration equipment to arrive on site

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3.18 Prior notification, with the option to influence the decision (time frame - TBD), of any scheduled maintenance activity performed by the local supplier that may be service affecting to MCI local customers (i.e., cable throws, power tests, etc.).

GTE Position: Scheduling should be coordinated. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.4 Billing:

6.4.1 Invoices must be presented in a Carrier Access Billing Systems (CABS) format in order to facilitate standard industry auditing practices.

GTE Position: It is GTE's intent to use "CABS-like" system however, this system has not yet been developed.

6.4.2 MCI and the ILEC agreement on the flow and format of CARE records for correct provisioning and billing to IXCS.

GTE Position: We believe we may have reached agreement in principle

with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

(See Appendix 4 for diagrams of Unbundled Elements)

III. NON-DISCRIMINATORY ACCESS TO POLES, DUCTS, CONDUITS, RIGHT-OF-WAY

DEFINITION: Poles, ducts, conduits, and right of way refer to all the physical facilities and legal rights needed for access to pathways across public and private property to reach customers. These include poles, pole attachments, ducts, conduits, entrance facilities, equipment rooms, remote terminals, cable vault, telephone closets, rights of way, or any other inputs needed to create pathways to complete telephone local exchange and toll traffic. These pathways may run over, under, or across or through streets, traverse private property, or enter multi-unit buildings.

REQUIREMENTS
1. Access
2. Compensation
3. Information
4. Quality of Service
5. Business Processes

Business Area	Requirement
1. Access	1.1 ILEC must provide any telecommunications carrier requesting access with equal and non-discriminatory competitively neutral access to, without limitation, any pole, pole attachment, duct, conduit, entrance facilities, equipment rooms, remote terminals, cable vaults, telephone closets, ROW, and any other pathways on terms and conditions equal to that obtained by the ILEC. Other users of these facilities cannot interfere with the availability or use of these facilities by MCI. **GTE Position:** First come, first serve excluding planning horizon (5 years); if turned down, they would provide documentation to us. Access to poles O.K. No pole attachments. Need definition of pathways. Rooms, etc. O.K. to extent GTE controls. 1.2 ILEC must provide access to building entrance conduits (including all Building Entrance Links equipment spaces, conduits and risers) to reach customers **GTE Position:** To the extent links, etc. are controlled by GTE and not building owner, O.K. Building entrance links are typically controlled by building owner. 1.3 ILEC must provide MCI access to the unbundled network interface device **GTE Position:** Disagree 1.4 Any ILEC having equipment on, over, under, across or through public or private property must permit the use of such equipment by any other telecommunications carrier on an equal and non-discriminatory basis. **GTE Position:** GTE needs carification. 1.5 Any authorization to attach to poles, overlashing requirements, or

modifications to the conduit system or other pathways to allow access to and egress from the system shall not be hindered, restricted or unreasonably withheld or delayed. Such access and use shall be on terms and conditions identical to those the ILEC provides to itself and its affiliates for the provision of exchange, exchange access and interexchange services.

GTE Position: GTE believes it is illegal to stonewall or delay. Decisions would be made in a cooperative forum. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.6 ILEC should agree to take no action to interfere with or attempt to delay, the granting of permits to MCI for (1) use of public ROWs and (2) access to private premises from property owners.

GTE Position: GTE will comply with the law. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.7 The ILEC must provide a requesting carrier access to pole, duct and conduit capacity currently available or that can be made available.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2. Compensation

2.1 This paragraph deleted or moved.

2.2 Any costs for improvements to/expansions of poles, etc. should be prorated on a non-discriminatory and neutral basis among and all users of the facility.

GTE Position: GTE's reading of 224i of Telecommunications Act suggests that costs must be borne by the cost-causer (rearrangements of others on pole, etc.).

2.3 No application fees should apply.

GTE Position: Open issue. GTE has not yet decided on this issue. Any fees would be cost-based.

2.4 Fees must be fixed for term of contract.

GTE Position: Open issue. GTE believes act mandates recalculation of rates per FCC formula. Potential that act allows negotiation of ROW contract, if so, O.K. They will research.

2.5 Charges shall be consistent with the provisions in the act.

	GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
3. Information	3.1 ILEC must provide routine notification of changes to poles, conduits, ROW.
	GTE Position: GTE will provide notification on any changes to ROW that could have an impact on MCI.
	3.2 ILEC must provide timely and open access to current pole-line prints, conduit prints, and make available maps of conduit and manhole locations, and allow manhole/conduit break-outs, and audits to confirm usability.
	GTE Position: Subject to definition of the process.
	3.3 ILEC must provide regular report on the capacity status and planned increase in capacity of each of these access channels to facilitate construction planning.
	GTE Position: GTE will confirm.
	3.4 The ILEC must provide information on the location of, and the availability to access conduit, poles, etc., to any telecommunications carrier requesting such information, within 10 working days after the request.
	GTE Position: Open issue. GTE working to determine this interval.
	3.5 The ILEC must not provide information to itself or its affiliates sooner than it provides to other telecommunication carriers.
	GTE Position: GTE would treat all requests from affiliates or others on a first come first serve basis. They will provide capacity to themselves first.
4. Quality of Service	4.1 The companies must agree on a mechanism for dealing with breaches of agreed quality-of-service standards.
	GTE Position: GTE agrees that a process needs to be developed. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
5. Business Processes	5.1 Processes should be non-discriminatory and competitively neutral. For example, Firm Order Commitments (FOCs) should be completed

in the order in which they are received. FOCs should be required from the ILEC itself as they are from the CLEC.

GTE Position: GTE agrees that processes should be non-discriminatory and competitively neutral. GTE disagrees that FOC's should be required from the ILEC as they are from the CLEC.

5.2 Following provision by the ILEC of the information referred to in 3.4 above, ILEC must provide capacity within 30 days of receipt of a committed order from MCI.

GTE Position: GTE in process of determining this interval.

IV. UNBUNDLED LOCAL LOOPS

DEFINITION: The transmission path, or any segment of such transmission path, which provides the connection between an end user's premises and the main distributing or other designated frame within the central office serving the end user. It does not include the end user's inside wiring, nor does it include switching facilities. Unbundled loops must be available to support Voice Grade subscriber services, as well as services (such as ISDN) that require that facilities be free of intrusive devices such as loop coils or bridge taps. Loop facilities at DSO, DSI, E1 and DS3 levels must also be made available

REQUIREMENTS
1. Unbundled Local Loop Elements
2. General Requirements
3. Compensation
4. Business Processes
   - 4.1 Order Processing
   - 4.2 Provisioning and Installation
   - 4.3 Trouble Resolution, Maintenance and Customer Care
   - 4.4 Billing
5. Quality of Service
6. Information

Business Area	Requirement
1. Unbundled Local Loop Elements	The following elements, can be purchased separately. 1.1 **Network Interface Device/Unit:** The point of demarcation between the end user's inside wiring and the Unbundled Loop. **GTE Position:** GTE does not agree that sub-loop is technically possible. System limitations for day 1. GTE will do loops, systems to be developed for later. Would consider sub-loop on an ICB basis. Loops are tariffed in TX, MI. 1.2 **Loop Distribution**: The portion of the outside plant cable from the network interface (NI) or building entrance terminal (BET) at the customer's premise to the terminal block appearance on the distribution side of a feeder distribution interface (FDI). In case there is a distribution closure near the customer's premise, loop distribution consists of the drop between the distribution closure and the customer's NI and the twisted pair from the closure to the terminal block in the FDI. For a hybrid fiber-coax (HFC) application with a multi-line network interface unit (NIU) near the customer's premise, loop distribution consists of the outside plant cable connection for telephony that runs from the NIU to the NI/BET at the customer's premise (single line NIUs are typically mounted on the

outside wall, similar to the NI). Wireless technology may also be used to support all, or segments of, the local loop. Transceiver equipment may be located at the customer premises, distribution enclosure or FDI to provide wireless links. Typically, loop distribution is copper twisted pair, but can also be coax or fiber, or a combination of these.

GTE Position: Disagree

1.3 **Digital Loop Carrier/Analog Cross Connect**

The equipment used to assign and connect multiple incoming Loop Distribution elements to an equal or smaller number of Loop Feeder channels. When the number of Loop Feeder channels is smaller than the number of loop distribution channels, the process is referred to as concentration.

GTE Position: Disagree

1.4 **Loop Feeder**:

The Loop Feeder is the physical facility (copper, coax, fiber, wireless or any combination) between the digital loop carrier or FDI, in the case of twisted pair, and the main distributing or other designated frame within the central office or similar environment (e.g., closets in the case of remote sites, or head end in the case of HFC).

GTE Position: Disagree

2. General Requirements

2.1 Unbundled loops available throughout the ILEC territory.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.2 Unbundling of feeder from distribution with distribution loops made available at any MCI specified network interface point located within a 500 foot radius of the ILEC loop/feeder aggregation point.

GTE Position: Potential for ICB arrangement.

2.3 Interoffice transport to connect unbundled loops to the CLECs switch must be available throughout the ILEC's territory.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.4 ILEC may not measure traffic that traverses the unbundled loop.

GTE Position: GTE does not plan to measure traffic unless required by state law (Texas).

2.5 There must be efficient means of connecting unbundled loops to MCI network. Specifically, this means:

Equipment placement. The ability for MCI to place DLC or other equipment of its choice without restriction in the ILEC wire center, without need for Collocation. The ILEC must supply (at TSLRIC) any cabling or related facilities required to connect the placement equipment to the loop distribution element.

Loop transport. MCI should have the option of purchasing ILEC unbundled transport (at any transmission level) between placed equipment and MCI network.

GTE Position: Open issue. DLC is O.K., other equipment TBD. No to TSLRIC. Loop transport No - GTE to review policy.

2.6 ILEC network design and implementation must be consistent with accepted industry standards and practices.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3. Compensation

3.1 Unbundled loops and components must be priced at TSLRIC.

GTE Position: Disagree

3.2 Cost based term and volume discounts must be offered, including discounts that are aggregated across unbundled local loops and resold retail services. In the event a carrier does not meet their volume commitment, their discount should be calculated retroactively using the tier in which their performance falls. Take or Pay penalties are unacceptable.

GTE Position: GTE is willing to discuss term and volume discounts by service, but will not agree to aggregate.

3.3 Volume/Revenue commitments, if any, for resale services shall either directly, or indirectly, be relieved through the purchase of Unbundled Loops. Furthermore, such commitments shall always include the entire service area of the ILEC.

GTE Position: Same as above - not willing to tie unbundled loop and resold services together.

4. Business Process

4.1 Order Processing

4.1.1 Fully mechanized, in a form substantially similar to that currently

used for the ordering of special access services. Automated interfaces shall be provided into a centralized operations support systems data base for determining service availability on loops (e.g. ISDN), confirmation of order acceptance and ongoing order status. Letters of agency shall not be required to initiate an order. Also, Unbundled Loops converted from another CLEC shall not require a disconnect order from the other CLEC prior to provisioning the conversion.

GTE Position: Mechanization is a timing issue. GTE's planned direction is to provide automation. LOA Policy - letter on file, must be available if requested. GTE would not require disconnect order from losing CLEC. Conversion would need to be coordinated.

4.2 Provisioning and Installation

4.2.1 Automated interfaces must be provided by the ILEC into a centralized operations support systems data base for installation scheduling and confirmation of circuit assignments. ILEC must make end to end capacity available per MCI forecasts within established intervals. ILEC must not provide service inferior to that which it provides its customers, as demonstrated through reporting on ILEC facility performance (average transmission loss, use of bridge taps, outage frequency and MTTR detail, copper/fiber mix, etc.)

GTE Position: Timing issue. Working standards. GTE does not know timing or means at this time.

4.2.2 Automated interfaces must be provided by the ILEC into a centralized operations support systems data base for completion confirmation. Installation intervals must be established to ensure that service can be established via unbundled loops in the same timeframe as the ILEC provides services to its own customers, as measured from date of customer order to date of customer delivery.

GTE Position: Interfaces not yet available. GTE agrees that install intervals should be at parity.

4.3 Trouble Resolution, Maintenance and Customer Care:

4.3.1 Automated interfaces must be provided into a centralized operations support systems data base for real time network monitoring to proactively identify potential service degradation. Such systems must monitor and report on the integrity of the ILEC network, isolate troubles and initiate repair operations, test individual unbundled loops and generate maintenance and repair notices that impact any end user's ability to complete calls. Ongoing maintenance practices on unbundled loops must equal or exceed the practices employed by the ILEC for facilities used to provide retail services.

GTE Position: Automated interfaces to be developed. Timing an issue. Interface may be developed on an industry basis.

Maintenance practices - agree.

4.3.2 The ILEC must develop a process to identify the carrier for each unbundled loop and establish automated intercompany referral and/or call transfer processes. In addition, the ILEC must not in any way hinder MCI from deploying modern DLC equipment (TR303) throughout the unbundled loop/transport network.

GTE Position: GTE will provide "warm body hand off" No restriction on DLC equipment. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.3.3 Automated interfaces must be provided into a centralized operations support systems data base for field dispatch scheduling (in order to schedule appointments with end users), status of repairs and confirmation of repair completion. The mean time to repair Unbundled Loops must be less or equal to on average than the mean time to repair reported by the ILEC for its retail customers.

GTE Position: Systems availibility issue. GTE agrees to provide MTTR equal to ILEC.

4.3.4 Dedicated service centers must be established to handle service issues, escalations, resolution of billing issues and other administrative problems. Automated interfaces must be provided into a centralized customer support systems data bases for access to services and features purchased from ILEC and credit history of converting end users.

GTE Position: Dedicated Service Center (not physically sep. - separate bay.) Systems availibility issue.

4.3.5 Maintenance service options must be unbundled to permit the use of qualified third party contractors for maintenance/repair of unbundled local loops

GTE Position: Disagree

4.4 Billing:

Invoices must be presented in a Carrier Access Billing Systems (CABS) format in order to facilitate standard industry auditing practices.

GTE Position: CABS-like system is objective - timing is in question - Internal GTE systems meetings planned for July.

5. Quality of Service

5.1 See Section II - part 4 - Quality of Service

6. Information 6.1 See Section II - part 5 - Information

V. UNBUNDLED LOCAL TRANSPORT

DEFINITION: Unbundled transport includes any and all physical facilities used to connect any two points on telecommunications networks. Common Transport is shared between MCI and the ILEC or other CLECs; Dedicated Transport is dedicated to MCI. Components to support all levels of transmission must be available, including Voice Grade, DSO, DS1, DS3, E1, VT and STS based, OC-3, OC-12, OC-48, OC-192 and other levels. Dark fiber must also be available. Multiplexing and Digital Cross Connect Systems required to multiplex or otherwise groom transport elements must also be available.

REQUIREMENTS

1. Unbundled Local Transport Elements
2. General Requirements
3. Compensation
4. Quality of Service
5. Business Processes
6. SONET Systems
7. Information

Business Area	Requirement
1. Unbundled Local Transport Elements	1.1 Dedicated Interoffice Trunks with and without electronics **GTE Position:** Dedicated trunks tariffed in interexchange tariff. 1.2 Common Interoffice Trunks **GTE Position:** Interoffice trunks tariffed. 1.3 Multiplexing/Digital Cross Connect **GTE Position:** MUX/DTC tariffed today. 1.4 Dark Fiber **GTE Position:** GTE does not believe Act mandates dark fiber.
2. General Requirements	2.1 Ability for MCI to utilize ILEC Unbundled Local Transport facilities to route traffic from the ILEC switch to another carrier **GTE Position:** GTE needs clarification. 2.2 Compliance with Bellcore/industry standards (format, interfaces, performance monitoring, alarms, etc.). **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
3. Compensation	3.1 All components must be priced at TSLRIC.

GTE Position: Disagree

4. Quality of Service

4.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.

GTE Position: GTE agress that a mechanism needs to be developed. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.2 Equipment/interface/facility protection must be provided at parity with the ILEC.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.3 Redundant power supply and/or battery back-up must be provided at parity with ILEC.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.4 Spare facilities and equipment necessary to support provisioning/repair in time frames consistent with ILEC practice.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.5 Intervals and level of service no less than tariff or, if it is higher, no less than currently being performed by the ILEC for its own customers or for other carriers, whichever is higher.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5. Business Processes

5.1 Fully mechanized ordering, provisioning, installation, trouble handling, maintenance and customer care processes, with necessary systems interfaces.

GTE Position: System timing issue.

5.2 Maintenance service options must be unbundled to permit the use of qualified third party contractors for maintenance/repair of unbundled local transport.

GTE Position: Disagree

6. SONET Systems

6.1 For SONET systems, the following additional requirements apply:

6.2 Compliance with SONET and Bellcore standards.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3 Real-time access to all SONET performance monitoring and alarm information.

GTE Position: It is GTE's intent to provide access when systems can support (with needed firewalls, etc.).

6.4 Equipment/interface/facility protection.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.5 Redundant power supply/battery back-up.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.6 Synchronization from both a primary and secondary Stratum 1 level timing source.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.7 Interworking with SONET standard equipment from other vendors.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.8 Data Communications Channel (DCC) connectivity.

GTE Position: GTE plans to provide product - at a cost. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.9 For ring systems:

- Diverse fiber routing and building entrance
- Dual ring interworking support
- No single point of failure
- Protection lock-out and support of extra traffic (LSR only)

	GTE Position: All are available; can review in access cookbook. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	6.10 Support the Physical Interfaces specified in the IIILC issue 026.
	GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
7. Information	See Section II, Part 5.

VI. UNBUNDLED LOCAL SWITCHING

***DEFINITION**: The unbundled local switching (ULS) element consists of all the functionality residing in a central office switch and/or remote switching systems needed to provide the full array of local exchange services, including switched access service. The ULS element creates the desired communications path between a customer's local loop and another point needed to complete a call, based on signals originated by the end user and/or a telecommunications carrier. The tandem switch may also be used to provide certain features and functionality when these capabilities are not yet available in the central office.*

REQUIREMENTS
1. Unbundled Local Switching Elements
2. General Requirements
3. Compensation
4. Quality of Service
5. Business Processes
6. Tandem Switching
7. Information

Business Area	Requirement
1. Unbundled Local Switching Elements	1.1 **Line Port:** The physical connection between the customer's local loop and the end office switch or remote switching system and the functionality residing therein. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.2 **Trunk Port**: The physical connection between the end office switch or remote switching system and dedicated or common transport and the functionality residing therein. **GTE Position:** GTE does not agree to interoffice trunking. This is provided via access and interconnection. 1.3 **Switching Capacity:** The capacity of the switching functions (switch matrix and processor) used to connect line ports to line ports, line ports to trunk ports, trunk ports to line ports, and trunk ports to trunk ports. **GTE Position:** To be provided on a usage basis, associated with port. 1.4 **Signaling and Databases:** Necessary to create and bill the desired communications path between a customer's local loop and another point needed to complete a call.

(This component is described in greater detail Section X).

GTE Position: GTE does not believe that access to all databases is a part of the Act.

2. General Requirements

2.1 MCI can purchase a ULS element at each ILEC end office switch. The purchase is made in minimum blocks of line ports, minimum levels of trunk port capacity, and a minimum level of busy hour capacity measured for a time period of one year or longer.

GTE Position: Purchase subject to availability. "Minimum level of busy hour capacity" - GTE suggests associated level of BH capacity.

2.2 Switching functionalities in the ULS element include dialtone, screening, recognition of service request, recognition of call-specific information, digit analysis, routing, testing, recordings, signal generation, call completion or handoff, SSP functionality and tables, PIC tables, trunk tables, class of service tables, billing record generation, and AIN tables.

GTE Position: If functionalities are resident within switch. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.3 The various functional components of the ULS element must be made available on an unbundled basis wherever technically feasible.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.4 The ULS element must be available to MCI in combination with other unbundled network elements.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.5 MCI's purchase of the ULS element for a specific switch avails to it all the features and functionality of that switch.

GTE Position: Features are either provided with port or may be purchased separately.

2.6 MCI can interconnect loops from any source to the line port(s) that it purchases, either as part of the ULS element or as an unbundled switch component, on the same terms/conditions/intervals as loops provided by the ILEC.

GTE Position: GTE agrees MCI can use another carrier's UBL. GTE

also agrees this would be under the same terms and conditions. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.7 MCI can use the ULS element to provide any local exchange service, including switched access services.

GTE Position: Yes, excluding switched access service.

2.8 MCI must have access to the ILEC AIN functionality (as described in Section X)

GTE Position: MCI may have access to AIN services; not functionality.

3. Compensation

3.1 The ULS element and all of its unbundled functional components must be priced at TSLRIC. Cost-based term and volume discounts can be negotiated.

GTE Position: Disagree

3.2 Line- related costs should now (and in the future) be recovered through a per-line charge assessed on contracted capacity (i.e., lines) with an additional per-line charge assessed if the purchaser exceeds its contracted level.

GTE Position: Disagree, GTE believes there should be per line and MOU charges.

3.3 Trunk-related costs should now (and in the future) be recovered through a minute of use charge.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.4 Busy hour-related costs should (initially) be recovered through a combination of line charges and usage charges reflecting the relative use of the switch for line-to-line connections (line charges) and line-to-trunk connections (usage charges).

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.5 In the future, systems may be in place that make it feasible to introduce a third rate element that directly measures busy hour processor/switch matrix usage.

GTE Position: GTE agrees with this philosophy. We believe we may

have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.6 Optional functionality to support CLASS/Customer Calling features would be included with the contracted capacity. No additional charges would apply.

GTE Position: Charges would apply.

3.7 Functionality to craft Centrex offerings (call transfer, special dialing, etc.) must be available at cost-based prices.

GTE Position: Open issue. GTE will review feasibility of Centrex port offering.

3.8 If the ILEC can demonstrate incremental cost associated with Centrex features, then a charge can be applied at TSLRIC. If not, then Centrex functionality would be included as non-chargeable options.

GTE Position: Disagree

4. Quality of Service

4.1 The ILEC must guarantee the same grade of service as it provides itself or its affiliates.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.2 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.

GTE Position: GTE agrees with the need for a mechanism. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.3 Mechanisms must be in place that allow MCI to monitor ILEC compliance with grade of service and capacity obligations.

GTE Position: GTE agrees on the need to set up agreed upon process for monitoring. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.4 Refer to Section II, Part 4 - Quality of Service

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5. Business Processes

5.1 MCI must have access to a real-time electronic communication interface to the ILEC for ordering and provisioning, installation, repair, maintenance and customer care.

GTE Position: Timing of systems under review. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.2 Refer to Section II, Part 6 - Business Processes

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6. Tandem Switching

6.1 The requirements include, but are not limited to:

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

GTE Position: GTE agrees where available and technically feasible. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

7. Information

See Section II, Part 5 - Information

VII. NON-DISCRIMINATORY ACCESS TO 911, DA, OPERATOR SERVICES

DEFINITION In order to complete 911 /E911, directory assistance and operator calls, MCI must have non discriminatory access to the switches, databases, and other network elements used by the ILEC in the completion of such calls.

REQUIREMENTS

911

1. General Requirements
2. Compensation
3. Quality of Service
4. Information
5. Business Processes

Directory Assistance

1. General Requirements
2. Compensation
3. Quality of Service
4. Information
5. Business Processes

Operator Services

Business Area	Requirement
911	***Definition: Non-Discriminatory access to 911 switches, databases and other network elements to ensure the proper routing and completion of 911/E911 calls from end users on the MCI network.***
1. General Requirements	1.1 Interconnection to 911 selective routing switch to route calls from MCI network to correct Public Safety Answering Point (PSAP). **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.2 Identification of default arrangements **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.3 Automated interface to Automatic Location Identification (ALI) database **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.4 ILEC must identify any special routing arrangements to complete

overflow.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.5 ILEC must identify any requirements for emergency backup number in case of massive trunk failures.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.6 ILEC must provide sufficient planning information regarding anticipated move to the use of SS7 signaling within the next 12 months.

GTE Position: Dependent upon needs of county government.

1.7 ILEC must identify any special default ESN requirements.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.8 ILECs must adopt NENA standards for street addressing and abbreviations.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.9 ILECs must adopt use of a Carrier code (NENA standard 5- character field) on all ALI records received from CLCs; Carrier code will be useful when remote call forwarding is used as an interim "solution" to local number portability, and will be even more important when a true local number portability solution has been implemented.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2. Compensation

2.1 The mechanism to compensate carriers for the costs of network facilities must be equitable and non discriminatory across all local exchange carriers.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.2 Interconnection and database access must be priced at TSLRIC or at

any rate charged to other interconnected carriers, whichever is lower.

GTE Position: GTE will research pricing arrangement.

3. Quality of Service

3.1 Established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.2 ILEC must provide the service reliability expectations for Bell-provided 911 facilities.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.3 In a resale situation where it may be appropriate for the ILEC to update the ALI database, it must be updated with MCI data in interval that is no less than is experienced by the ILEC's customers, or than for other carriers, whichever is faster, at no additional cost.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.4 Availability of 800 number, direct tandem numbers available 24 hours, 7 days a week, together with Service Managers' names and escalation lists with work, after hours and pager numbers.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4. Information

4.1 Availability of mechanized Master Street Address Guide (MSAG) and routine updates.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.2 Mapping of NXXs to Selective Routers and PSAPs. Where NXXs are split across geographic boundaries for 911 routing purposes, mapping should be provided identifying the splits.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.3 ILEC must provide reporting to identify the locations of E911 tandems with CLLI codes.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.4 ILEC must provide reporting to identify rate center to wire center to Central Office relationships; which 911 tandems serve which NXXs, primarily or exclusively.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.5 ILEC must provide NXX overlay maps and detailed NXX boundaries, as well as network maps to identify diversity routing.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.6 ILEC must provide report to identify which ALI databases cover which states or areas of the state.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.7 Points-of-contact for each ALI database administrator.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

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

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5. Business Processes

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

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.2 ILEC must provide priority restoral of trunk or network outages on the same terms/conditions it provides itself (and without the

imposition of TSP).

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.3 ILEC must provide notification of any pending tandem moves, NPA splits, or scheduled maintenance outages in advance with enough time to react.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.4 Need for mutual aid agreement to assist with disaster recovery planning

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.5 ILEC must provide automated interface and access to the ALI database to enable MCI to maintain and update their records in a timely basis.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.6 ILEC must implement a process to identify and correct errors to the ALI database to ensure that the accuracy of data stored by new entrants is no less that their own data.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.7 ILEC must identify process for handling of "reverse ALI"

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

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

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.9 ILEC must indemnify MCI for ILEC-caused errors in the maintenance, updating and processing of customer information to the

	ALI database. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
Directory Assistance	***Definition: In order to provide customers of ILEC/MCI access to ubiquitous directory assistance services, whereby they can gain information on all assigned numbers regardless of the exchange service provider, methods and procedures need to be developed to 1) incorporate ILEC and MCI customer data into each other's directory assistance databases; 2) provide access to each other database(s) for their customers; 3) to buy and sell components of each others directory assistance and use.***
1. General Requirements	1.1 Ability to make MCI's data available to anyone calling the ILEC's DA, and the ILEC's data available to anyone calling MCI's DA. **GTE Position:** Open issue. GTE will store MCI data. GTE will research terms & conditions for providing GTE data to MCI. 1.2 ILEC should store proprietary customer information provided by MCI in their Directory Assistance database; such information should be able to be identified by source provider in order to provide the necessary protection of proprietary information. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.3 License options should be made available to limit the ILEC's use of MCI's data to directory assistance or to grant greater flexibility in their use of the data with proper compensation to the owner of the data. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.4 MCI to be able to complete 411 calls utilizing components of ILEC's DA network. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.5 Resale of bundled service, using ILEC DA operators and platform. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual

language for this issue. Thus, we seek arbitration on this issue.

1.6 Ability to acquire ILEC data and processed directory assistance feeds in accordance with the specification in Appendix 2.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.7 MCI should be able to buy the components or any combination of components, that comprise the ILEC directory assistance service and package them as required.

Unbundled Directory Platform.
Unbundled Directory Database and Sub Databases
Unbundled Directory Data.

GTE Position: GTE to provide clarification on position.

1.8 Availability of service enhancements on a non-discriminatory basis at cost.

GTE Position: GTE to provide clarification on position.

1.9 Carrier-specific branding should be available. Inquiries from MCI customers should be answered with an MCI specific branded salutation.

GTE Position: Agree for facilities basis, disagree for all resale services. GTE branding will be maintained.

2. Compensation

2.1 There should be no charge for ILEC storage of MCI customer information in the Directory Assistance Database.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.2 Unbundled directory assistance elements should be made available on a reciprocal basis between MCI/ILEC for the exchange of data.

GTE Position: Disagree

2.3 As an alternative, compensation for DA can be resolved along with arrangements for White/Yellow page directories. The arrangements must be mutually reciprocal and must accommodate the other non-directory assistance services.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3. Quality of Service

3.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.

GTE Position: Agree that a mechanism must be developed. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.2 End-to-End interval for updating database must be the same as provided to the ILEC's end users.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.3 Automated interface into ILEC database for updating and inquiries.

GTE Position: Open issue. Yes, to updates. No, to inquiries.

3.4 Quality Standards equivalent to that provided their own customers.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.5 Agreement on speed-to-answer standards.

GTE Position: Parity will be provided. GTE will agree to PUC mandated standards.

3.6 Dialing parity including no unreasonable dialing delays

GTE Position: GTE researching position on providing DA data.

4. Information

4.1 Complete definition of rules for directory assistance listing (ordering data elements)

GTE Position: Procedures in CLEC Handbook. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.2 Agreement to data exchange standards for acquisition of directory assistance data (See Appendix 2).

GTE Position: Disagree

5. Business Processes	5.1	DA database needs to be updated and maintained with MCI data for customers who: Disconnect Change carrier Install "Change" orders Are Non-Published and/or Non Listed Are Listed Specify Non-Solicitation **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	5.2	Each carrier bills its own end-users **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	5.3	Requirements for intercompany billing will be dependent upon the resolution of compensation issues. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	5.4	MCI shall be billed in CABS format. **GTE Position:** GTE to transition to CABS. Timing to be determined.
	5.5	Intercompany procedures need to be developed to correct errors when they are identified in the database. **GTE Position:** GTE agrees on the need for procedures. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
Operator Services		***Definition: Those systems which provide for processing and recording of special call types which include toll calls, public telephone call types as well as other call types requiring operator intervention/assistance. Operator assistance call types would include BLV/EI (busy line verification/emergency interrupt), or provide an intercept functionality to those call types where the caller dials a number that has been changed or disconnected.***
1. General	1.1	A jointly developed process with the ILEC to conduct BLV/EI.

GTE Position: A process needs to be developed. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.2 Resale Operator Services from the ILEC, branded MCI utilizing MCI's rates for both Card and Operator Services functions and provided at least at parity for services delivered.

GTE Position: Disagree

1.3 Resale of ILEC's Operator Services MCI Branded and utilizing MCI's rates for both Card and Operator Services.

GTE Position: Disagree

1.4 Service deliverables to include the following:

1. Local call completion - 0+ and 0-, billed to Calling Cards, Collect and Third Party
2. Billable - Time and Charges Etc.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

VIII. WHITE/YELLOW PAGE DIRECTORY LISTINGS

DEFINITION: The ability of MCI's customers to be able to obtain printed directories that includes all customers on the public switched network (within a defined geographic area) regardless of their local service provider.

REQUIREMENTS

1. General Requirements
2. Types of Directory Listings
3. Business Processes
   - 3.1 Order Processing
   - 3.2 Provisioning/Distribution
   - 3.3 Trouble Resolution, Maintenance, Customer Care
   - 3.4 Billing
4. Compensation
5. Quality of Service
6. Information

Business Area	Requirement
1. General Requirements	1.1 The ILEC to include MCI specific information in the information pages of their directories. **GTE Position:** Info. page is provided (no charge). GTE will research 1/2 page or full page availability. 1.2 Publication of MCI subscriber listings in ILEC directories (main listing in White and Yellow pages). **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.3 Distribution of directory to MCI subscribers on a non-discriminatory basis. **GTE Position:** (MCI to provide customer name and address.) Initial distro. no cost. Additional copies will be charges. Foreign books would be charged. Procedures will be outlined. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.4 Customized cover for directories **GTE Position:** Disagree 1.5 Use of ILEC recycling services **GTE Position:** Yes, provided recycling is available. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we

seek arbitration on this issue.

2. Types of Directory Listings

2.0 It is required that MCI subscribers can be included in the following types of directory listings:

2.1 Primary White Page Listings

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.2 Primary Yellow Page Listings

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.3 Additional White Page Listings

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.4 Additional Yellow Page Listings

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.5 Non-Pub/Non-List

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.6 Foreign Listings

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.7 Alternate Call Listings

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.8 Information Listings

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.9 Advertising

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.10 List Rentals

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3. Business Processes

3.1 Order Processing:

3.1.1 Order processing procedures need to be established to update directory database on a defined, regular basis with MCI customer information.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.1.2 Electronic format needs to be defined for exchange of customer data, to include the following types of data elements:

Transaction (new listing, change name, change address, disconnect, etc.)
Service Provider
Order Number
Telephone Number
Completion Date
Bus/Res Indicator
Exchange
List Name
"Old" List Name (for changes)
List Rental Omission
List Address
Zip Code
Location/Service Address (for delivery)
Billing Name, Address, Zip Code
Billing Telephone Number
List Type
SIC Codes
Yellow Page Headings
Record Type (Main/Additional Listings)
Type of Accounting (Gov't affiliation)
Previous Telephone Number (changes)
Referral Telephone Number (changes)

Delivery Quantity
New Connect Delivery
Format Instructions (indent, etc.)

GTE Position: GTE will adhere to OBR standard once implemented. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.1.3 The ILEC must provide the ability for MCI to electronically query the LEC listing system to view customer listings.

GTE Position: Open issue. Compatibility does not exist today. Feasibility under review.

3.1.4 The ILEC must provide the ability for MCI to electronically transmit multi-line listing orders.

GTE Position: Transmission will be provided via NDM or Direct-Connect for updates and exchange of listings. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.1.5 A process for managing multi-owner captions is required.

GTE Position: Existing process tobe utilized. GTE to provide detail.

3.1.6 The ILEC must provide a complete report showing all listing appearances at least one month prior to book close.

GTE Position: Directory will provide. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.2 Provisioning/Distribution:

3.2.1 Initial and secondary distribution arrangements must be available.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.3 Trouble Resolution, Maintenance & Customer Care:

3.3.1 Intercompany procedures need to be established to prevent errors, and to correct them when they do occur.

GTE Position: Procedures exist; should be applicable to MCI.

3.4 Billing:

3.4.1 This paragraph deleted or moved.

3.4.2 Invoice MCI subscribers directly for Yellow Pages advertising bills.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.4.3 Invoice MCI subscriber directly for advertising/white page bolding. Charges for additional and foreign White Pages listings should be billed to MCI and itemized at the ANI sub account level.

GTE Position: Open issue. GTE to research.

3.4.4 Intercompany billing dependent on resolution of compensation.

GTE Position: Open issue. MCI to clarify.

3.4.5 Need to determine proper form of administrative billing between billing carriers.

GTE Position: Procedures need to be established. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4. Compensation

4.1 There should be no additional charge for distribution.

GTE Position: Second end user distribution chargeable to CLEC.

4.2 There should be no charge for inclusion of MCI subscriber listings in ILEC directories.(White and Yellow Pages).

GTE Position: No charge for primary listing. Additional options chargable. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.3 Any additional charges that are made to customers should be on a non-discriminatory basis.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5. Quality of Service

5.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.

GTE Position: GTE agrees that procedures need to be established.

We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.2 Listing update intervals must be the same as, those used by the ILEC for its own customers

GTE Position: Parity with retail plus CLEC interval.

6. Information

6.1 Publishing cycles and deadlines need to be provided to MCI to ensure timely delivery of MCI information.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.2 Service location information needs to be exchanged if directory publisher is to deliver books.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.3 Description of calling areas covered by each directory.

GTE Position: Calling area maps will be provided. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.4 The ILEC must provide regular updates of the following information:

- Yellow page heading codes
- Directory names and codes
- Directory product changes
- Listing format rules
- Listing alphabetizing rules
- Standard abbreviations
- Titles and Designations

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

IX. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

DEFINITION: The ability to obtain code assignments and other numbering resources on the same terms and conditions available to ILECs.

REQUIREMENTS

1. General Requirements
2. Compensation
3. Quality of Service
4. Information
5. Business Processes

Business Area	Requirement
1. General Requirements	1.1 Administration and assignment of numbers should be moved to a neutral third party. In the interim while ILECs are still administering numbering, the following should apply. **GTE Position:** GTE is numbering administrator in Florida only. 1.2 The ILEC must assign NXXs to new entrants on a non-discriminatory basis and on the same basis as to itself. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.3 No restriction on ability to assign NXXs . **GTE Position:** Parity with other carriers, ILECs. 1.4 Testing and loading of MCI's NXXs should be the same as ILEC's NXXs. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.5 This paragraph deleted or moved. **Not applicable** 1.6 This paragraph deleted or moved. **Not applicable** 1.7 Access arrangements for 555 line numbers. **GTE Position:** Open issue. GTE has nothing in place at this time. GTE to research. 1.8 Access to abbreviated dialing codes i.e. #XXX., XXX#. **GTE Position:** Open issue. GTE has nothing in place at this time.

		GTE to research.
	1.9	When purchasing switching capabilities, until such time as numbering is administered by a third party, MCI requires the ability to obtain telephone numbers on-line from the ILEC, and to assign these numbers with MCI customer on-line. This includes vanity numbers. Reservation and aging of numbers remain the responsibility of the ILEC. **GTE Position:** GTE does not support 3rd party handling for individual line numbers.
2. Compensation	2.1	The ILEC must assign NXXs to new entrants without the imposition of charges that are not imposed upon itself. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
3. Quality of Service	3.1	The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards. **GTE Position:** GTE agrees that mechanism needs to be developed. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	3.2	ILECs must load NXXs according to industry guidelines, including the terminating LATA in which the NXXs/rate center is located. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
4. Information	4.1	Until such time that number administration is moved to an independent third party, the ILECs must provide routine reporting on NXX availability, fill rates, and new assignments. **GTE Position:** Responsibility of numbering administrator. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	4.2	The ILEC's must provide detailed planning and implementation requirements for NPA-NXX splits. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5. Business Processes

5.1 Any forecasts required to be submitted prior to re-establishment of an independent national third party should be provided through an independent agent working on behalf of the local number administrator.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

X. NON-DISCRIMINATORY ACCESS TO DATABASES AND ASSOCIATED SIGNALING NECESSARY FOR CALL ROUTING AND CALL COMPLETION

DEFINITION: There are two types of databases to which MCI requires access: 1) those that support non-call processing applications, and 2) those that support call processing applications. Examples of information stored in non-call processing databases include customer payment records and billing name and address. Examples of call processing databases include the LIDB and advanced intelligent network(AIN) databases. Signaling refers to the capability to access call processing databases using transport links and messaging protocols which are separate from the transport and switching used to complete the actual call.

REQUIREMENTS

1. General Requirements
2. Databases Required
3. Compensation
4. Quality of Service
5. Business Processes
6. AIN/IN Platform
7. Signaling

Business Area	Requirement
1. General Requirements	1.1 For unbundling, MCI requires that all databases (non-call processing and call processing) and signaling capabilities be available for discrete purchases by MCI and priced at TSLRIC. **GTE Position:** Disagree 1.2 MCI should be able to designate the signaling point of interconnection for access to databases and signaling at any technically feasible point. **GTE Position:** Disagree
2. Databases Required	2.1 Examples of databases that MCI requires non-discriminatory access via electronic bonding include but are not limited to the following: LNP Database (TSLRIC) Billing Name and Address Database (TSLRIC) LIDB (TSLRIC) Directory Assistance (TSLRIC) Access to toll free databases (TSLRIC) Centrex business Group Database Listing Services Database (TSLRIC)

	Intercept Database Operator Reference Database (TSLRIC) CRIS Service Location Database ALI Database for 911 MSAG OSS Databases TMN type database Repair/Dispatch Database Installation/Order Processing Databases Switch Network ID Database, with complete list of feature/functions by switch, NPA/NXXs, bus/res line counts, rate centers, etc. Local Calling area database CMDS system (TSLRIC) Inventory Database Number Assignment Database Usage Data Customer payment records Calling party name within the SS7 call set-up signaling protocol. CLASS features Emergency services database Customer payment history. Databases containing service handling/routing information Universe list (TSLRIC) **GTE Position:** In general, GTE does not believe this access is mandated by the Act. Those databases for R&M, PROV, CRIS, will be made available through some type of electronic bonding.
3. Compensation	3.1 Database dips resulting in a call terminating with the ILEC should not be charged to MCI.

	GTE Position: Disagree
	3.2 Signaling Capabilities must be priced at TSLRIC.
	GTE Position: Disagree
	3.3 Access to all databases marked above as TSLRIC must be priced at TSLRIC.
	GTE Position: Disagree
	3.4 Access to all other databases must be provided at no charge.
	GTE Position: Disagree
4. Quality of Service	4.2 MCI database queries must receive equal priority as those of the ILEC/other companies.
	GTE Position: GTE does not agree that access should be provided.
	4.3 Detailed tracking of usage and call termination point for MCI queries against SCP database.
	GTE Position: GTE does not agree that access should be provided.
	4.4 MCI database queries must receive equal reliability, availability and performance as that provided to the ILEC/other companies and must be at least at industry standard levels.
	GTE Position: GTE agrees however, would not provide direct access.
	4.5 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.
	GTE Position: GTE agrees that a mechanism would need to be developed if database access were provided.
5. Business Process	5.1 The ILEC must continue to administer and maintain the database (including provisioning of MCI customer data as appropriate).
	GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	5.2 Procedures are required for validating that information supplied by MCI is accurately provisioned in the ILEC databases.
	GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual

language for this issue. Thus, we seek arbitration on this issue.

5.3 A signaling link shall consist of a 56 kps transmission path between MCI designated POIs.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6. AIN/IN Platform

6.1 ILECs must implement AIN/IN interconnection points to fully unbundle the ILEC AIN/IN network.

GTE Position: GTE will provide services via the AIN platform, but will not provide full access to platform.

6.2 ILEC must provide, without mediation, the following requirements using the existing SS7 signaling and AIN switch capabilities:

6.2.1 Exchange of AIN TCAP messages between ILEC Service Switching Point (SSP) and MCI Service Control Point (SCP).

GTE Position: Disagree

6.2.2 Provisioning of ILEC triggers in the ILEC network and access of all triggers currently available to the ILEC for offering AIN-based services that are at least equivalent to the ILEC's own capabilities using SS7 TCAP messages.

GTE Position: Disagree

6.2.3 Service Creation and Service Management - The ILEC must provide MCI with access to ILEC service creation and services management platforms for MCI to create and provision services for its customers.

GTE Position: Open issue. GTE will research.

6.3 IILC (Information Industry Liaison Committee) Issue #026 defines additional interconnection points needed to fully unbundle the ILEC's AIN/IN network. Some of the interconnection points specified in Issue #026 are not available at this time and warrant further study. The ILEC will work cooperatively to ensure agreement to and implementation of these interconnection points by May 1998.

GTE Position: GTE will research.

6.4 ILEC is required to work technical feasibility of these remaining interconnection points in an established industry technical forum that operates under due process and is focused on implementation.

GTE Position: GTE will research.

6.5 Except in situations where it can be unequivocally substantiated, mediation will not be required.

GTE Position: GTE will research.

6.6 Where the need for mediation is unequivocally substantiated it must be competitively neutral and should be included in the study effort referred to above.

GTE Position: GTE will research.

7. Signaling

See Signaling in section I - Interconnection

XI. LNP, ILNP, VIA RCF, DID OR OTHER ARRANGEMENTS

DEFINITION: The three categories of number portability are: service portability; geographic portability; and, most important to MCI at this time, provider portability. For purposes of meeting the checklist requirements in the statute MCI requires provider portability be implemented.

Provider Portability is the ability of users of telecommunications services to retain , at the same location, existing telecommunication numbers without impairment of quality, reliability or convenience when switching from one telecommunications carrier to another .

REQUIREMENTS

1. General Requirements
2. Compensation
3. Quality of Service
4. Information
5. Business Processes

Business Area	Requirement	
1. General Requirements	1.1	Immediate implementation of interim solutions to permit customers to change to MCI without changing their telephone numbers. Such interim solutions would include Remote Call Forwarding (RCF), Flexible DID, or Route Indexing. These solutions must be offered in a manner that results in no impairment of functioning, quality, reliability or convenience. DID must be provided with SS7. **GTE Position:** GTE has tariffed RCF. Flex DID not planned.
	1.2	Commit to deployment of Local Routing Number (LRN) database solution for LNP by 9/1/97. After 9/1/97, ILEC should assume ALL costs of providing RCF, Flex DID and Route Indexing. ILEC should provide detailed progress reports on its implementation plans for LRN. They should provide detailed conversion schedules by end office for implementation of LNP/LRN. **GTE Position:** GTE intends to file petition for recon on LNP order.
2. Compensation	2.1	Establishment of competitively neutral cost recovery for RCF/DID/RI to ensure that the costs of LNP and ILNP are shared by all carriers, not just the new market entrants. Such competitive neutral solutions would NOT include the imposition of retail rates on RCF/DID/RI solutions, the imposition of NRCs on the installation, or the levying of incremental path charges. **GTE Position:** Disagree
	2.2	MCI is entitled to the terminating access charges associated with calls terminating to ported numbers assigned to its subscribers (whether via

ILNP or LNP)

GTE Position: GTE agrees that a portion of the access belongs to MCI. To be negotiated (meet-point arrangement).

2.3 Recovery of database solution costs on a competitively neutral basis. Each carrier will be responsible for recovery of its own internal network implementation costs. NPAC/SMS costs will be recovered through a combination of: 1) charges for download broadcasts, priced at incremental costs, to all entities connecting to the NPAC/SMS; and 2) all other costs recovered by participating carriers in the portability area, apportioned in a competitively neutral manner, e.g., based on each carriers share of total access lines in the portability area.

GTE Position: GTE looking for a cost recovery mechanism.

3. Quality of Service

3.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.

GTE Position: GTE agrees that a mechanism needs to be developed. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.2 For both LNP and ILNP the quality of service, features and functionality of the calls to the ported numbers should be identical to the quality of service of the calls to the non-ported numbers. Capabilities must include, but should not be limited to, the ability to receive collect calls and bill to third party numbers, provision of intercept announcements upon disconnect.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4. Information

4.1 The format of the data required for interim Local Number Portability must be provided to MCI.

GTE Position: OBF - standard forms available. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5. Business Processes

5.1 Update OSS, Network, Customer Care, Repair, Billing, CMDS, ALI, LIDB, 411 databases and CARE and other administrative systems to accommodate LNP and ILNP and properly identify the carrier serving the customer with a ported number.

GTE Position: All updates will be done when order completed. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.2 The LSR must be used to communicate all ILNP requests.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.3 Individual RCF implementation should be completed within 2 days.

GTE Position: GTE to follow up.

XII. NON-DISCRIMINATORY ACCESS TO SUCH SERVICES OR INFORMATION NECESSARY TO ALLOW REQUESTING CARRIER TO IMPLEMENT DIALING PARITY

DEFINITION: The duty to provide dialing parity to competing provider of telephone exchange services and telephone toll service and the duty to permit all such providers to have non-discriminatory access to telephone numbers, operator services, directory assistance, and directory listing with no unreasonable dialing delays.

REQUIREMENTS 1. Intralata External Issues
2. General Issues Requirements
3. Compensation

Business Area	Requirement	
1. Intralata External Issues	1.1	ILECs should provide dialing parity for intraLATA toll, operator assisted and directory assistance calls **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	1.2	Full 2-PIC technology must be deployed on an end-office basis to allow for intraLATA dialing parity and presubscription (toll equal access) **GTE Position:** Will be deployed as ordered. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
2. General Requirements	2.1	Any end user should be able to access MCI's network for services using the same dialing protocol that the end user would use to access the same service on the ILEC network **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	2.2	ILEC must provide routine reporting on local dialing plans by switch type and end office and identify any scheduled changes **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.
	2.3	See Section IX for Directory Assistance requirements.
	2.4	See Section X for Directory Listings requirements.

2.5 Equivalent number allocation

GTE Position: GTE requires further information to clarify.

2.6 Equivalent call set up/call processing times

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.7 Dialing delays no longer than that experienced by ILEC's own customer for processing calls on the ILEC network.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.8 The ILEC must agree to continue their Casual Billing Service once existing agreements expire.

GTE Position: Open issue. Will agree to continue Casual Billing Service. Terms and conditions may change (treatment, collection, CAP issues).

3. Compensation

3.1 Implementation costs of 2-PIC technology must be shared by all intraLATA toll providers including the ILECs.

GTE Position: Open issue. GTE to follow up.

3.2 Cost recovery should mirror the FCC cost recovery guidelines for interLATA equal access as described in the Code of Federal Regulations.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.3 The costs should be recovered over a 8 year period.

GTE Position: GTE to follow up.

3.4 The costs should be tracked and evaluated prior to the end of the cost recovery period.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

XIII. RECIPROCAL COMPENSATION ARRANGEMENTS

DEFINITION: Compensation arrangements established between interconnecting co-carriers for the exchange of telecommunication services on a mutual, reciprocal and procompetitive basis.

REQUIREMENTS 1. Local Service/Mutual Traffic Exchange
2. Cost Basis

Business Area	Requirement
1. Local Service/Mutual Traffic Exchange	1.1 All ILEC's have the duty to provide reciprocal compensation arrangements for the transport and termination of telecommunications between interconnecting co-carriers. In order to implement this requirement in the most efficient manner, the specifically recognized option of "Mutual Traffic Exchange" (AKA "bill and keep") should be implemented immediately. This option will ensure that compensation will be mutual, reciprocal and symmetrical. **GTE Position:** Disagree 1.2 Each carrier will be responsible for originating/terminating traffic to/from the meet point (POI) with the other carrier. No monetary charges made by either carrier for the termination of traffic for other carriers. Rather, each carrier will be compensated "in kind" by having its traffic terminated on the other carriers' networks. **GTE Position:** Disagree
2. Cost Basis	2.1 If a situation develops where traffic flows are persistently out of balance there may be a requirement to replace mutual traffic exchanges with an explicit compensation rate. In this situation the rate must: **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 2.2 Be priced at TSLRIC incurred by the ILEC. **GTE Position:** Disagree 2.3 In no case be greater that the cost the ILEC imputes to its services for the transport and termination of its own telecommunications services **GTE Position:** Open issue. GTE to research. 2.4 Be unitary, mutual, reciprocal and uniform between carriers. **GTE Position:** We believe we may have reached agreement in

principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.5 Be independent of the switch type involved in terminating the call.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.6 Have no transport mileage element.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

XIV. RESALE

DEFINITION: The provision to another carrier at wholesale rates of any telecommunications service that the ILEC provides at retail to subscribers who are not telecommunications carriers and that the carrier may resell to subscribers.

REQUIREMENTS

1. General Requirements
2. Compensation
3. Quality of Service
4. Information
5. Business Processes
   - 5.1 Order Processing
   - 5.2 Provisioning & Installation
   - 5.3 Trouble Resolution, Maintenance & Customer Care
   - 5.4 Billing
6. Carrier Selection
   - 6.1 Inter and IntraLATA PIC
   - 6.2 Local Carrier Selection

Business Area	Requirement
1. General Requirements:	1.1 All services offered to end-users of the ILEC must be available for resale by MCI. **GTE Position:** At this time, GTE has not filed resale tariffs unless state ordered. Only the specific services that were mandated, were filed. GTE does not plan to resell voicemail, inside wire maintenance or calling card, but does plan to directly bill the end user if they want to retain service. 1.2 Every retail service rate, including promotions, discounts and option plans, must have a corresponding wholesale rate. **GTE Position:** Promotions excluded. GTE to provide definition of specifics. 1.3 No conditions may be placed on the resale of any retail service except for the single provision within the Act which allows a state commission to restrict resale between certain categories of subscribers. Sec. 251(c)(4)(B). **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.4 MCI requires that the existing databases and signaling supporting the retail service continue to be provided as part of the wholesale service. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.5 All retail services offered to end users, including but not limited to, contract and tariffed services must be offered for resale and should include but not be limited to:

Voice, data, video and imaging

Local exchange services as defined already in rules, including 1-MB, 1MR, 1FB and 1FR custom calling features, including all CLASS services

Promotions, optional calling plans, special pricing plans, etc.

Calling card

Directory (including white and yellow page) services

Operator services

ISDN BRI and PRI

Trunk services (flat-rated and measured) including all types of PBX trunks

IntraLATA toll

Public access line service and semi-public coin telephone service

Foreign exchange services

Call blocking services (part of Basic Local Exchange)

Centrex and all feature Packages

Voice messaging, video dialtone

Any combination of packages

GTE Position: GTE will not offer contract services; promotions, calling card, voice messenger or inside wire maintenance.

1.6 If the ILEC still sells a service to any end users under grandfathered arrangements, they must make it available for resale at wholesale rates to those end users.. If a service withdrawn from certain customers remains available to some customers, it must be made available for resale.

GTE Position: List of grandfathered services which can be resold to be provided.

1.7 The ILEC must agree to a minimum notice period for changes/introduction/ discontinuation of services so that resellers have an opportunity to make the necessary modifications to their ordering, billing and customer service systems, and so that they can provide sufficient customer notification regarding any changes.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.8 "Trial" products must be available to resellers, and resellers (and their customers)should be able to participate in trials.

GTE Position: Open issue. GTE to research.

1.9 There should be no prohibition on how MCI can combine resold wholesale services with other network elements to create new services.

GTE Position: GTE believes definition of resale implies bundling. Links would allow this type of configuration.

1.10 MCI preserves the right to determine whether it purchases unbundled network element vs. resold service.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.11 Carrier specific branding should be available on all points of customer-contact (e.g., directory assistance, intercept tapes, customer service centers, repair, etc.)

GTE Position: GTE reviewing branding issue. At this time, DA and OS will be GTE - branded. For end user dispatch, GTE will provide unbranded leave behind card.

1.12 ILEC must allow MCI, when purchasing wholesale service, to utilize unbundled signaling links for connection to the interconnecting carrier's IN and AIN platforms.

GTE Position: GTE believes definition of Resale implies bundling of services.

1.13 ILEC must agree not to make modifications to individual MCI resold lines/accounts unless authorized by MCI (excluding change of carrier)

GTE Position: GTE will provide VM, IW, Card if customer desires. They would not do any changes to end user account.

1.14 MCI's local customers be able to retain their existing ILEC provided telephone number without loss of feature capability and ancillary services such as, but not exclusively: DA, 911/E911 capability. Both

MCI and the ILEC will work cooperatively on exceptions.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

1.15 ANI over T1 functionality must be made available.

GTE Position: Open issue. GTE will research.

2. Compensation:

2.1 The Wholesale price for each retail service must be determined based on the costs the ILEC will avoid when the service is resold.

GTE Position: GTE reviewing pricing.

2.2 Local carrier change charge no greater than TSLRIC and in no event should it be at such a level as to create a barrier to customer choice.

GTE Position: Disagree

2.3 The differential between wholesale and retail rates must apply to retailers promotions.

GTE Position: Certain promotions, GTE researching.

2.4 The avoided cost differential between the retail and wholesale rates must be the same, in percentage terms, across all rate elements, features and functions.

GTE Position: Disagree

2.5 In cases where a wholesale service is not equal in all respects to the retail service, an additional discount shall apply to compensate for the lack of equality.

GTE Position: Disagree. GTE's intent is that all services would be of equal quality.

2.6 The differential between wholesale and retail rates must be reviewed/adjusted on an annual basis.

GTE Position: Open issue. GTE to research.

2.7 ILECs must produce cost studies within specified timeframe as part of good faith negotiations.

GTE Position: GTE does not plan to provide cost studies as a part of negotiations.

2.8 Non discriminatory cost based term discounts should be available.

GTE Position: Open issue. GTE to research.

2.9 Non discriminatory cost based volume discounts should be available.

GTE Position: Open issue. GTE to research.

2.10 Commitment for term and volume discounts should be based on revenue rather than line count.

GTE Position: Open issue. GTE will research.

2.11 Commitment for term and volume discounts should be region-wide (rather than state-wide).

GTE Position: Open issue. GTE will research.

2.12 Commitment should be able to be met either through revenues driven by resold facilities OR unbundled facilities.

GTE Position: GTE intends to keep pricing for UBL and resale separate.

2.13 Discount should apply to SLC (without impacting the CCL).

GTE Position: Disagree

2.14 Take-or-Pay penalties are unacceptable. In the event a carrier doesn't meet their volume commitment, their discount should be re-calculated retroactively using the tier in which their performance falls.

GTE Position: Open issue. GTE to research.

2.15 Wholesale rates must be tariffed.

GTE Position: Rates will be public; via tariff or price list. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2.16 Installation charges should be based on avoided costs.

GTE Position: Open issue. Pending order.

2.17 There must be no charge for incomplete call attempts.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3. Quality of Service:

3.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.

GTE Position: GTE agrees that a process must be developed. For pure migration, GTE will note requestor date. We believe we may have reached agreement in principle with GTE, however, we have not yet

agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.2 Installation intervals must be established that ensure that service can be installed to customers of the reseller in the same timeframe as the ILEC provides services to its own customers, as measured from date of customer order to date of customer delivery.

GTE Position: GTE will provide parity with their end users. GTE believes that ultimately E-bonding will provide solution to provisioning intervals. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.3 ILEC may not provide service inferior to that which it provides its customers, as demonstrated through new comparative reports (ILEC direct sale vs. MCI resale vs. "all other CLEC" resale) on ILEC service performance (install interval, outage frequency and duration, etc.).

GTE Position: GTE will provide parity with their end users. GTE believes that ultimately E-bonding will provide solution to provisioning intervals. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.4 Ongoing maintenance practices on resold services shall equal the practices employed by the ILEC in support of their retail services.

GTE Position: GTE will provide parity with their end users. GTE believes that ultimately E-bonding will provide solution to provisioning intervals. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.5 There should be no impact to the access network as a result of the establishment of resale arrangements.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4. Information

4.1 The ILEC must be required to provide the agreements they have made with other CLECs and with its own affiliates.

GTE Position: Will provide resale agreements only for affiliates "acting as reseller".

4.2 The ILEC must identify service, feature and product availability for all products at end office level or at a finer level of granularity if availability varies at such a level. Specific examples include, but are

not limited to Centrex availability. A definition/explanation of ordering and provisioning requirements is also required.

GTE Position: GTE will provide region wide. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

4.3 Information in 4.2 must be real time and provided on-line.

GTE Position: Yes, conditioned on Systems Development (Prod. Guide versus S.A.G.). We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5. Business Processes

5.1 Ordering

5.1.1 Dedicated CLEC service center, available 7 days X 24 hours which must be required to meet rigorous service/quality/performance standards

GTE Position: Open issue. Now 8 am - 8 pm Eastern; requests forecasts for work effort/staffing. GTE's intent is to extend staffing hours into evening when needed.

5.1.2 Ability for MCI to order local carrier selection and interLATA and intraLATA PICS on a unified order

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.1.3 No requirement for a signed LOA in order to process an order.

GTE Position: "As is order" requires LOA; LSR only must specify feature detail.

5.1.4 Confirmation of the installation/change processed to MCI. In addition, customers must have a mechanism for confirming their carrier similar to the 700 number utilized by interexchange carriers.

GTE Position: Yes to FOC; GTE to investigate 700 issue.

5.1.5 That the ILEC provide at the time of order completion notification of the local features/products/services/elements/combinations that were provisioned for all MCI local customers. This applies to all types of service orders and all elements. MCI requires the ILEC provide any customer status which qualifies the customer for a special service (e.g. DA exempt, lifeline, etc.)

GTE Position: Open issue. GTE agrees in concept. Will review.

5.1.6 On-line access to CRIS and routine reconciliation between CRIS records and MCI customer records should be established.

GTE Position: Open issue. NOCV on line access not available. Online access under review.

5.1.7 Access should be provided to telephone line number and loop assignment system(s).

GTE Position: Plans to provide pools of numbers. Cost recovery still an issue.

5.1.8 MCI must have the ability to reserve ANIs real time, via access to the telephone line number (TLN) and card assignment system(s) and line information data base (LIDB).

GTE Position: Open issue. Access to TLN probable; LIDB, Card, no.

5.1.9 Access to system(s) that provide the list of interexchange carrier (IXC) primary interexchange carrier (PIC) choices.

GTE Position: Agree, access to be developed. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.1.10 Access to system(s) that provide the existing customer service and equipment record when a change has been authorized

GTE Position: Disagree

5.1.11 Automated interfaces for service order confirmation, including:

ANI confirmation
All services should be transferred to the resellers - transparent to the customer, especially card
Directory update
Features update
Essential Service Line (ESL)
MCI ability to block, suspend, and restore end-user access
Confirm receipt
Verify install date/features/directory listing
Exception reporting to highlight missed service installs
InterLATA and intraLATA toll PIC changes or selections
Account Maintenance (moves/changes)

GTE Position: No as-is transfers; no card. GTE to confirm remainder.

5.2 Provisioning & Installation

5.2.1 Automated interfaces shall be provided into a centralized operations support systems data base for completion confirmation.

GTE Position: Does not exist; investigate development.

5.2.2 Establishment of service resale shall not result in any disruption to the customer's service.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.2.3 The ILEC is responsible for rerouting long distance and intraLATA toll traffic to the PIC carriers concurrent with fulfillment of the resale service order.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.3 Trouble Resolution, Maintenance & Customer Care

5.3.1 Automated read and write access to ILEC maintenance and trouble report systems. Access must be via an electronic interface real-time and on a first come first serve basis. Such systems must monitor and report on the integrity of the ILEC network, isolate troubles and initiate repair operations, and generate maintenance and repair notices that impact any end user's ability to complete calls.

GTE Position: Open issue. Needs assessment.

5.3.2 The ILEC must develop a process to identify the carrier for each resold service and establish appropriate intercompany referral processes.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.3.3 The ILEC must initiate exception reporting which communicates both planned and unplanned outages and restorals to MCI.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.3.4 Dedicated service centers must be established to handle service issues, escalations, resolution of billing issues and other administrative problems. Automated interfaces shall be provided into a centralized customer support systems data bases for access to services and features purchased from ILEC and credit history of converting end users.

GTE Position: GTE intends to staff with CLEC specialists;

development needed for automation; provision of credit history.

5.3.5 Automated interfaces shall be provided into a centralized operations support systems data base for field dispatch scheduling (in order to schedule appointments with end users), status of repairs and confirmation of repair completion. The mean time to repair resold services shall be no greater than the mean time to repair reported by the ILEC for its retail customers.

GTE Position: Automation development required; goal is parity.

5.3.6 All customers must be able to continue the established local dialing protocol to access the repair center of their local service provider. Upon dialing "611" (where available) the customer should be presented with a non-branded menu that requests the customer input their telephone number. Once the telephone number is provided, the customer would be transferred to the repair center of their local service provider. In the near term while the ILEC receives a repair call from an MCI customer, it should be received unbranded and transferred to the appropriate MCI repair center.

GTE Position: No warm transfer. End user would be given MCI's 800#.

5.3.7 The ILEC must make available an inside wiring maintenance option.

GTE Position: Disagree

5.4 Billing

5.4.1. **Wholesale ILEC Billing**

5.4.1.1 The underlying network provider is the appropriate recipient of all access charges, and should be responsible for directly billing the IXCs for the access related to interexchange calls generated by resold customers.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.4.1.2 Monthly invoices must be presented in a Carrier Access Billing Systems like(CABS) format in order to facilitate standard industry auditing practices. Other requirements include:

GTE Position: Systems development required; end user billing through mid 1997; assessment needed.

5.4.1.3 The ILEC will not bill MCI's end users for any recurring or non-recurring charges. MCI will be billed for all charges associated with MCI wholesale accounts.

GTE Position: Except below the line (BTL) services from GTE

5.4.2 **MCI End User Local Billing**

5.4.2.1 Daily receipt of local usage at the call detail level in standard EMR/EMI industry format.

GTE Position: Under review. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.4.2.2 Access to Bellcore CMDS in and out-collect process for inter-region alternately billed messages via a CMDS sponsor

GTE Position: Under review. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.4.2.3 Access to in and out-collect process for intra-region alternately billed messages via the appropriate Bellcore Client Company

GTE Position: Under review. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.4.2.4 Long term neutral third party in and out-collect process for inter and intra-region alternately billed messages

GTE Position: 1) MCI to provide EMDS sponsor name? 2) GTE to send out collects to MCI or CMDS host? 3) Who pays CMDS charges if applies?

5.4.2.5 Information on customer's selection of billing method, special language billing, etc. is required

GTE Position: GTE requires further clarification.

5.4.2.6 Billing data must be provided to MCI by the ILEC on a daily basis. The usage must be no older than that used in the ILECs own billing system.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.4.3 **MCI End User Long Distance Billing**

5.4.3.1 The ILEC must return EMI records to IXCs with the OBF standard

message reject code which indicates that the ILEC no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/reseller serving the end user.

GTE Position: Pending OBF clarification. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.4.3.2 The ILEC must exchange telephone number line level detail with IXCs for all resold numbers regardless of IXC PIC.

GTE Position: GTE requires further information to clarify.

5.4.3.3 ILEC's must provide BNA via industry standard record exchanges (e.g., EMI, CARE)

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.4.3.4 Billing data must be provided to MCI by the ILEC on a daily basis. The usage information must be no older that that used in the ILEC's own billing system.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6. Carrier Selection

6.1 Inter and IntraLATA PIC

6.1.1 The LEC should implement electronic bonding with the IXCs for IXC PIC processing, providing real-time processing of presubscription orders directly by the IXC, via a gateway, into the LECs switch within 15-30 minutes.

GTE Position: Development required; time interval in question.

6.1.2 When a CLEC resells local services (becomes the end-user's local service provider), the LEC shall continue to provide PIC processing as described in 6.1.1 above.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.3 End-user of a LEC changes IXC (all key process steps have been included for clarification):

IXC requests change: the LEC must provide confirmation of

activation of the PIC change to the new IXC, together with BNA.

LEC initiates change: the LEC must provide confirmation of activation of the PIC change to the new IXC, together with BNA.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.4 End user of a CLEC changes IXC (all key process steps have been included for clarification):

IXC requests change: the LEC must provide confirmation of activation of the PIC change to the new IXC together with OCN of the CLEC (The IXC will obtain the BNA from the CLEC).

CLEC requests change: The CLEC requests that the LEC makes the IXC change, the LEC returns confirmation of activation to the CLEC, the CLEC must provide confirmation of the change to the new IXC together with BNA.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.5 A third party should be designated to provide auditing of actual PIC processing performance by the LEC.

GTE Position: Open issue. Non-third party.

6.1.6 Only the IXC or the customer's local service provider can change the customer's IXC PIC.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.7 All LECs/CLECs must provide account maintenance (CARE) processing to IXCs.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.8 The IXC data must be considered proprietary and protected.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.9 The current FCC customer verification process for IXC PIC must be continued.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.10 The new local service provider must appropriately notify the old and new IXC of the IXC PIC. This should be accomplished through new CARE records.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.1.11 The LEC must agree to benchmark performance standards for PIC processing and provide routine reporting to measure install intervals, rejects, and other criteria.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.2 Local Carrier Selection

6.2.1 The ILEC should implement voice response unit mechanisms to advise customers of the availability of services from other entrants, and their business office reps should be provided scripts on how to handle inquiries regarding local competitors in a manner that is non-disparaging and non-discriminatory.

GTE Position: VRU no; GTE agrees to scripting for CLEC customer inquiries.

6.2.2 In the event the VRU is by-passed, the ILEC should not take orders in their business office for MCI, but instead should transfer all calls to MCI's business office.

GTE Position: No transfer; "soft turnback" give referral.

6.2.3 Any "warm-line" arrangements that the ILEC have installed for new customers should terminate at a neutral recording that advises the customer of the available choices for local service.

GTE Position: Disagree

6.2.4 Only the new provider can issue a connect order to ILEC.

GTE Position: We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.2.5 Although the former local service provider may need to be involved in the provisioning process, a disconnect order from the former provider

should not be required prior to working the new provider's service order for new service.

GTE Position: Per outcome at OBF. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.2.6 The network provider must notify the former carrier of the loss of the service.

GTE Position: Post implementation. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

6.2.7 A customer verification process mirroring the FCC Long Distance process should be established and used by both ILECs and CLECs.

GTE Position: GTE to clarify.

XV. COLLOCATION

DEFINITION: Collocation is the physical placement of MCI equipment necessary for interconnection or access to unbundled network elements at the premise of the ILEC. Virtual collocation may be provided if the ILEC demonstrates that physical collocation is not practical for technical reasons or due to space limitations.

REQUIREMENTS
1. General Requirement
2. Compensation
3. Quality of Service
4. Information
5. Business Processes

Business Area	Requirement
1. General Requirement	1.1 Collocation should be suitable for use in MCI - ILEC local interconnection and MCI access to unbundled ILEC network components. **GTE Position:** We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.2 Option to convert existing virtual collocations to physical collocations. **GTE Position:** Will offer per mandate; waiting for FCC decision on Aug. 8 for more direction. Prefer virtual - GTE plans to continue to offer. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue. 1.3 Collocators must be allowed to lease intraoffice and/or interoffice facilities (e.g., DSO, DSI, etc.) from the ILEC to meet the collocators need for placement of equipment, interconnection or provision of service. **GTE Position:** Disagree 1.4 There must be no restrictions on collocation equipment. (See Section II 2.2 for details). **GTE Position:** Disagree. GTE will not agree to placement of any equipment that has switching functions. 1.5 Collocated CLECs should be allowed to interconnect with each other at the collocation, using leased facilities if desired. **GTE Position:** Disagree. GTE suggests purchase of a special access line to connect CLEC to CLEC.

1.6 There shall be no requirement that the collocator build-out and provide facilities, such as, fiber or radio, to the collocation. A collocation may also be served exclusively via leased transport or though a combination of ILEC leased and interconnect carrier provided transport.

GTE Position: MCI may lease facilities into the collo, but, there is no build-out requirements. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

2. Compensation

2.1 Collocation and all associated services must be priced at TSLRIC.

GTE Position: Disagree

2.2 Cost of conversion from existing virtual collocations to physical collocations must be borne by ILEC.

GTE Position: Issue moot in GTE territory. They prefer virtual; would continue this arrangement. If move done, service order charges would apply.

3. Quality of Service

3.1 The companies must agree on a mechanism for dealing with breaches of agreed Quality-of-Service standards.

GTE Position: GTE agrees that some type of service agreement is needed. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.2 The ILEC must meet a maximum 90 day interval for establishing a new collocation.

GTE Position: GTE sees 90 days as a reasonable interval with exceptions possible beyond control. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.3 Conversion of existing virtual collocations to physical collocations should have no impact on new collocations.

GTE Position: GTE prefers virtual, so there would be no forced conversions.

3.4 Conversion of existing virtual collocations to physical collocations must be completed in reasonable timeframes.

GTE Position: 90 days as above in 3.2. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

3.5 Transition from current access facilities to expanded interconnect facilities must be within an agreed upon time frame.

GTE Position: Need to establish an agreed upon timeframe.

4. Information

4.1 The ILEC must provide routine reports on the availability of space in locations throughout its network.

GTE Position: GTE would provide specific information for specific offices upon request.

5. Business Processes

5.1 Transition from current access facilities to expanded interconnect facilities must be completed without a new installation order.

GTE Position: GTE is willing to work transition on a cut sheet basis. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

5.2 Transition from current access facilities to expanded interconnect facilities should require only the portion of the circuit within the Central Office to be rearranged.

GTE Position: GTE is willing to work transition on a cut sheet basis. We believe we may have reached agreement in principle with GTE, however, we have not yet agreed on contractual language for this issue. Thus, we seek arbitration on this issue.

Appendix 1

Customer Provisioning, Billing and Servicing Standards Necessary for Local Service Competition

The following is an description of the key billing, provisioning, and customer service areas that require industry standards to insure effective local competition. These items will be pursued in the venues of public policy (FCC, PUC) and Local Exchange Company (LEC) negotiations. These standards apply to both resold services and unbundled elements.

I. Ordering and Provisioning

In order for the Certified Local Exchange Company (CLEC) to be at parity with the incumbent LEC, the following service ordering and provisioning requirements must be met by the incumbent LEC:

A. *Real-time automated pre-service ordering system interface*

The CLEC must have real-time access through automated interfaces to the incumbent LEC pre-service ordering system(s) including the following systems and/or functionality:

- Telephone line number and loop assignment system(s).
- Incumbent LEC must provide access to systems that support the interim RCF number portability solution.
- Systems created to track and assign unbundled elements to customers.
- Work force administration system(s) for scheduling installation.
- System(s) listing the features and service availability by central office.
- New provider assumes all ordering and provisioning responsibilities of the telephone line number; therefore, the CLEC must have access to the telephone line number (TLN) card assignment system(s) and line information data base (LIDB).
- System(s) that provide the list of interexchange carrier (IXC) primary interexchange carrier (PIC) choices.
- System(s) that provide the existing customer service and equipment record when authorized local carrier change is effected.
- The incumbent LEC and CLECs must participate in a local exchange repetitive debtor process which would disclose unpaid closed account information (e.g. debtors).

The incumbent LEC must establish dedicated ordering and service centers for the CLEC.

B. *Real-time automated provisioning service order interface and confirmation*

The CLEC must have real-time access through automated interfaces to the incumbent LEC service ordering system(s) including the following systems and/or functionality:

- The CLEC must have access to the system(s) that provide for telephone number activation.
- The CLEC must have the ability to update the incumbent LEC telephone directory. This information would be included on the service order to the incumbent LEC.
- The incumbent LEC must provide a listing of the existing features on the customer's account. CLECs must have the ability to order new features for the customer.
- The CLEC must have the ability to update the 911 system(s) in the unbundled services environment.
- The CLEC must have the ability to provision a line as an Essential Service Line (ESL).
- The CLEC must have the ability to include IXC PIC selection on the service order interface. The PIC selection must cover both inter and intraLATA PICs.
- The CLEC must have the ability to block, suspend, and restore end-user access. This ability must cover all services, nut just local service.
- For unbundled services the incumbent LECs need to establish and adhere to competitive intervals for the delivery of FOCs, Detail Layout Records (DLRs), and facilities. Such intervals need to ensure that facilities are provisioned in timeframes and according to standards that meet or exceed those that the incumbent LEC provides to itself for its own network and/or to end-users.
- The incumbent LEC is responsible for ordering service to terminate traffic to the CLEC. The CLEC will supply FOCs, and DLRs as described above.

C. *Real-time automated service order confirmation/status*

The CLEC must have real-time access via automated interfaces to the incumbent LEC service ordering system(s) including the following systems and/or functionality:

- Confirmation must be provided to the CLEC that the service order was received.

- Verification must be provided to the CLEC of the install date, features ordered, and directory listing.
- The incumbent LEC must provide exception reporting which highlights missed service installs.
- CLECs must have capability to access install status on a real-time basis.
- CLEC data must be treated as proprietary and partitioned in the incumbent LEC system(s).

II. Billing

In order for the CLEC to be at parity with the incumbent LEC, the following end-user billing requirements must be met by the incumbent LEC:

A. *Daily receipt of local usage in standard EMR format*
The incumbent LEC must provide a daily transmission of local usage to the CLEC using the EMR industry standard.

B. *Access to Bellcore CMDS in and out-collect process for inter-region alternately billed messages via a CMDS sponsor*
The CLEC must be able to participate in the Bellcore CMDS in an out-collect transport and settlements process for alternately billed messages that originate and bill in different Bellcore Client Company territories via a CMDS sponsor.

C. *Access to in and out-collect process for intra-region alternately billed messages via the appropriate Bellcore Client Company*
The CLEC must be able to participate in the Bellcore Client Company transport and settlements process for alternately billed messages that originate and bill in same Bellcore Client Company territory.

D. *Long term neutral third party in and out-collect process for inter and intra-region alternately billed messages*
The preferred solution for transporting and settling alternately billed messages that originate and bill in the same and different Bellcore Client Company territories is via a neutral third party administrator. The incumbent LEC should be required to cooperate with third party administrator, and provide whatever information is necessary for it to carry out the clearinghouse function.

E. *Provision of billing information for casual usage*

All local service providers must provide the necessary information needed for billing of casual usage. This includes the billing name and address (BNA) associated with the casual usage.

F. *Return EMI records to IXCs with CLEC disconnect rejection code along with OCN of ANI*

The incumbent LEC must return EMI records to IXCs with the CLEC disconnect rejection code along with the Operating Company Number (OCN) of the associated ANI. This is necessary because there does not exist any line information database or database product that provides the OCN of telephone lines at the Working Telephone Number (WTN) level; therefore, IXCs may incorrectly send usage to the incumbent LEC when another CLEC, under Total Service Resale or interim Remote Call Forwarding Local Number Portability, is providing service for the WTN. The OCN must be provided so that the IXC will know which local company provides service for the WTN.

III. **Customer Account Record Exchange (CARE) and Account Maintenance**

In order for the CLEC to be at parity with the incumbent LEC, the following customer CARE and account maintenance requirements must be met by the incumbent LEC:

A. *611 Protocols for repair*

All customers must be able to continue to use the existing "611" dialing protocol to access the repair center of their local service provider. The local service provider could then brand the repair service. The CLEC and LEC will implement a "warm transfer" process for misdirected repair calls.

B. *Directory Listing and Operator Service*

The incumbent LEC should be required to list CLEC end-users in directory assistance and listing database(s) free of charge. The incumbent LEC should pass the operator handled/directory assistance (DA) call to the CLEC or provide CLEC branded operator services and DA at the discretion of the CLEC.

C. *IXC PIC processing*

The IXC PIC process should include the following capabilities:

- The incumbent LEC should implement electronic bonding with the IXCs for IXC PIC processing.

- The incumbent LEC must provide confirmation of the PIC change to the IXC including BNA information when the incumbent LEC is the local service provider. When a CLEC is the local service provider, the incumbent LEC must provide confirmation of the PIC change and the OCN of the CLEC to the IXC.
- The CLEC must provide the BNA to the IXCs optimally, real-time; minimally, within three days of the PIC change at the switch.

- A third party should be designated to provide auditing of actual IXC PIC processing performance.
- Only the IXC or the customer's local service provider is authorized to order a change in the customer's IXC PIC.
- All local service providers must provide account maintenance (CASE) processing to IXCs.
- The IXC data must be considered proprietary and protected.
- The current FCC customer verification process for IXC PIC must be continued.

D. *Local PIC processing*

The process for customer selection of a local service provider should include the following capabilities:

- Only the new provider can issue a connect order to the incumbent LEC. Although the former local service provider may need to be involved in the provisioning process, a disconnect order from the former provider should not be required prior to working the new provider's service order for new service.
- The incumbent LEC must notify the former local service carrier of the loss of the service.
- The new local service provider must appropriately notify the old and new IXCs of the IXC PIC. This may/must be accomplished through new CARE records.
- The local service company data must be considered proprietary and protected.
- A customer verification process mirroring the FCC LD process must be established.

E. *Option of CLEC listed in the incumbent LEC telephone directory*

The CLEC must have the option of being listed as a local service provider in the information pages (customer guide section) of the white pages and yellow pages directories, and must list their customers in the incumbent LEC telegraph directory.

IV. Maintenance

In order for the CLEC to be at parity with the incumbent LEC, the CLEC must have read and write access to the incumbent LEC maintenance and trouble report system(s) including the following systems and/or functionality:

A. *Trouble reporting/dispatch capability*

The CLEC must have read and write access through an electronic interface to the incumbent LEC trouble reporting and dispatch system(s). Access must be real-time and on a first come first serve basis.

B. *Repair status, confirmations*
The CLEC must have read and write access through an electronic interface to the incumbent LEC maintenance and trouble report system(s) that will provide status on and confirmation of trouble tickets.

C. *Planned/unplanned outage and restoral reports initiated by wholesaler*
The incumbent LEC must initiate exception reporting which communicates both planned and unplanned outages and restorals to the CLEC.

V. **Access Billing**
In order for the CLEC to be at parity with the incumbent LEC, the following access billing requirements must be met by the incumbent LEC:

A. *CLEC is billed for wholesale service based on CABS standards*
The incumbent LEC should bill the CLEC for wholesale services using the Carrier Access Billing System (CABS) standards. The bills should be received through an automated and electronic interface.

VI. **Data Availability**
In order for the CLEC to be at parity with the incumbent LEC, the following data must be made available by the incumbent LEC:

A. *Customer lists*
The incumbent LEC must be required to provide customer lists to the CLEC for the purposes of directory listings.

B. *Network points of interconnection*
The incumbent LEC must provide to the CLEC information concerning all network points of interconnection.

C. *List of telephone exchanges*
The incumbent LEC must provide to the CLEC a listing of all telephone exchanges.

D. *Switch locations*
The incumbent LEC must provide to the CLEC a listing of all switch locations.

E. *Product Integrity*
In general, the incumbent LEC must provide data that allows the IXCs and the CLECs to control fraud.

F. *Comparative Reporting*
The incumbent LECs must provide reporting for their install time frames for their local service end-users. The LECs should also provide reporting comparing their wholesale services offer with their retail services offer.

VII. **Public Policy only items**
In order for the CLEC to be at parity with the incumbent LEC, the following end-user billing requirements must be met by the incumbent LEC:

A. *Pricing and service information about LEC agreements with other CLECs*
The incumbent LEC must be required to provide pricing and service information concerning the agreements they have made with other CLECs.

B. *Rate and feature information to be published in a tariff by the incumbent LEC*
The incumbent LEC must be required to file a tariff which provides information on their rates and features.

Appendix 2

UNBUNDLED DIRECTORY ASSISTANCE

Unbundled directory assistance includes the necessary hardware, software, data bases, and data used to perform directory services.

1. Directory Platforms: The hardware and software used to provide directory services. Access to the platform will be provided in such a way so as to allow remote directory stations to be connected to the platform.

2 . Directory Data Bases: The data bases with information on individual telephone numbers including the name, address, zip code, city (or other location identifier) and the ability to search for telephone numbers based on a name, address or other location identifier.

3. Directory Data: The information in other data bases used to populate directory data bases (see attachment 1).

Attachment I

I. Overview of Requirements
II. Indented Listing (Caption) Requirements
III. Data Processing Requirements
IV. Listing types
V. Listing Styles
VI. Data Field Element Requirements
VII. Glossary

I. INFORMATION REQUIREMENTS OVERVIEW:

1. List of NPA-NXX=s relating to the listing records being provided.
2. List of Directory Section names and their associated NPA-NXX=s.
3. List of Community Names expected to be associated with each of the NPA NXX=s for which listing records will be provided.
4. List of Independent Company names and their associated NPA-NXX=s for which their listing data will be included in the Telco=s listing data.
5. List of Independent Company names and their associated NPA-NX-X=s for which their listing data is a part of the Telco=s directory database, but the Telco is not to provide the listing data to MCI under this request.
6. Listing volume totals by directory section, NPA, and state.
7. Average daily update volume by directory section, NPA, and state.
8. Identify any area wide or universal service numbers which may be listed. Identify the telephone number to be provided to callers outside the servicing area.
9. Identify any listing condition(s) unique to the Telco=s serving area which may require special handling in data processing in the directory.
10. Indented Listings (Captions) should be identified and delivered handled as specified.

II. CONSIDERATIONS RELATING TO AN INDENTED LISTING (CAPTION) SET REQUIREMENTS:

1. Use of line numbers, or other methods, to ensure the integrity of the caption set and identify the sequence or placement of a listing record within the caption set. A sufficient range of numbers between listing records is required to allow for the expansion of the caption set. A method is also required to permit the caption header record to be identified, but each level of indent is not required to be recapped, placement of the indent is based on line number. This method does require stringent edits to ensure the integrity of the caption set.

2. Use of guideline or recapped data to identify previously established header and sub-header records for placement of data within the caption set. This pen-nits flexibility to easily expand the caption set. This method also requires that, in addition to the caption header record, each level of indent be recapped in order to properly build the caption set.

3. In order to maintain the integrity of caption replacement, with end-of-day umulative effect, ne OUT record must be sent to delete the entire caption set, followed by IN activity each listing record within the caption set.

4. MCI requires listing instruction codes on the service order which indicate how the set is to appear in the published directory.

III. DATA PROCESSING REQUIREMENTS:

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.

2 Identify tape or dataset label requirements.

3. Identify tracking information requirements. For example, use of header and trailer records for tracking date and time, cycle numbers, sending a receiving site codes, volume count for the given tape/dataset. It may also be helpful to have some filler fields for future use.

4. Identify dates MCI should not expect to receive daily update activity.

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.

6. Identify information that will enable MCI to identify listings within an indented list (caption) set. For example:

   a. When a particular listing has been designated to be filed as the first listing for a given level (0-7) of indent - usually out of alpha sequence.

   b. When an alternate call listing (e.g. If no answer) relates to multiple preceding listings o the same level.

7. Identify any other pertinent information needed to properly process the data.

IV. LISTING TYPES

LISTED - The listing information is available for all directory requirements.
NONLISTED - The listing information is available to all directory requirements, but the information does not appear in the annually published street directory.
NON-PUBLISHED -
A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. MCI may confirm the address, but is not permitted to receive the non-published telephone number. .

V. LISTING STYLES

LISTING STYLE DESCRIPTION

STRAIGHT LINE - All listing information is formatted in a straight line. Data generally consists of Name, Address, Community, and Telephone Number. Additional data may consist of dialing instructions or other general information relating to the listing.

INDENTED LISTING SET - STRAIGHT LINE UNDER (SLU) - Two or more listing records relating to the same listed customer. The first is formatted as a straight line listing with the additional listing(s) indented one degree under the straight line listing. These are sometimes referred to as professional listings where the business information is identified in the straight line format, with the residence information indented one degree. It is also very common to have a residence listing with a children's number or fax as the indented listing-Generally, there are no more than 3 indented listings within a Straight Line Under (SLU) set.

INDENTED LISTING SET - CAPTION SET - Formatted with one listing header record and multiple indented listing records. See detailed description below.

INDENTED LISTING (CAPTION) SET

HEADER RECORD - Contains listed name; address and telephone number data fields are blank.

SUB-HEADER RECORD/LISTING - May contain name data only, or may include address and telephone number data. Associated subordinate records may, or may not be present.

INDENTED NAME LISTING - Contains name data, may or may not have address data, and telephone number data.

INDENTED ADDRESS LISTING - Contains address and telephone number data, the name data text field is blank.

LEVEL OF INDENT- Header record is zero (0), sub-header and indented records range from I - 7.

VI. DATA FIELD ELEMENTS

REQUIREMENTS FOR INITIAL PROCESSING AND DAILY UPDATE ACTIVITY DATA FIELD DATA ELEMENT FIELD LENGTH

ACTION CODE A = Add I = InD = Delete or 0 = out Required: I alpha character.

RECORD NUMBER - Sequentially assigned number to each record for a given process (test, initial load, or update activity). Number assignment begins with 0000000 I and is incremented by I for each record on the file. Required: 8 digits NPA Area code relating to the directory section the record is to be listed. Required: 3 digits.

COMPANY IDENTIFIER - The 4-character company code as defined in Section 8 of the National Exchange Carrier Association, Inc. Tariff. Required: 4 digits.

DIRECTORY SECTION - Name of the directory section where the record is to be listed. Required: Maximum of 50 alpha characters.

LISTING IDENTIFIER F = Foreign C = Cross-ReferenceE = Enterprise (WX number requiring operator assistance to connect the call) W = Wide area or universal service Optional: 1 alpha character.

FILE REPLACEMENT B = Business (4)R = Residence (I)G = Government (2)BR = Business & Residence (5)BG = Business & Government (6)BRG = Business, Residence, & Government (7) Required: Maximum of 3 alpha characters LISTING TYPE L = ListedN = Non-ListedNP = Non-Published Required: Maximum of 2 alpha characters.

LISTING STYLE S = Straight line I = Indented listing set, An Indented listing relates to either a caption or Straight Line Under (SLU) set listing. Required: I alpha

character.

INDENT LEVEL 0 = Non-indented record, 8 = Level of indented record, Required: I digit.

ADDRESS HOUSE NUMBER - For example: 123, A-123, A-123-1/2 - Optional-. Maximum of 20 alphanumeric characters, including hyphen, space, and slash.

ADDRESS PRE-DIRECTIONAL - For example: N, S, E, W, NE, SW, NORTH - Optional: Maximum of 5 alpha characters.

ADDRESS STREET NAME - For example: Main, Peachtree-Dunwoody, HWY 75 at Exit 30 Optional- Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.

ADDRESS SUFFIX OR THOROUGHFARE - For example: SUITE 160, ST, or WAY- Optional: Maximum of 20 numeric, alpha, or alphanumeric characters.

ADDRESS POST DIRECTION - For example: N,S, NE, SW Optional: Maximum of 5 alpha characters.

ADDRESS ZIP CODE 5-digits or ZIP + 4 - Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4.

COMMUNITY NAME - 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.

STATE NAME ABBREVIATION - Identifies the state associated with the community name; 2-character state abbreviation used by the US Postal Office. Maximum of 2 alpha characters.

INFORMATION TEXT - Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE DIAL I & THEN, CALL COLLECT, or TDD ONLY. The various types of Information Text must be identified to MCI. Optional: Maximum of 250 alpha, numeric, or alphanumeric characters.

NAME - FIRST WORD - Surname of a Residence or Business listing, or first word of a Business or Government listing. Multi-word or hyphenated surnames should be treated as one word. Required for a zero (0) level record. Optional if an indented (level I - 8) record, unless the name text present in the indented record relates to a surnames. Maximum of 50 alpha, numeric, alphanumeric, or special characters.

NAME - SUBSEQUENT WORD(S) - Given name and/or initial (s) of a Surnames listing or Additional word(s) for a Business or Government listing Expected if the First Word is the Surname of a Residence or Business listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters,

LINEAL DESCENT e.g. SR, JR, III. If Lineal Descent 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. Optional: Maximum 10 alpha characters.

TITLE(S) e.g. MRS, LT COL, RET SGR, DR. - Multiple titles are acceptable. If title data cannot be uniquely identified, it should be include with the Listed Name Subsequent Word(s) data and placed at the end of the name 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. Optional: Maximum of 20 alpha characters.

DEGREE 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.

NICKNAME - Another name the listed customer may be known by, Optional-. Maximum of 20 alpha characters.

BUSINESS DESIGNATION - Term used to identify the listed customer =s profession, business, or location, e.g. ATTY, CARPETS, OFC - Optional: Maximum of 50 alpha characters.

STANDARD TELEPHONE NUMBER * NPA NXX-LINE - Optional: 12 characters, including space and hyphen

NON-STANDARD TELEPHONE NUMBER * Telephone numbers less than or more than the standard telephone number. Optional: Minimum of I 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.

Appendix 3

NOF ISSUE #226 WORKING DOCUMENT

11. ACCESS SERVICES PROVIDED BY MULTIPLE EXCHANGE CARRIERS

A. General

11.1
These procedures apply when Access Service is requested by an ASC and isprovided by two or more ASPs.

11.2
The ASC will order from the ASPs the access services required to provide its overall service.

11.3
For multi-Access Service Provider (ASP) access service it is recommended that a single Access Service Provider Coordinator (ASPC) point, specific to the function being performed

Before an Access Service Request (ASR) is issued by the ASC for an access service involving multiple ASPs, the ASPs involved should have a mutually agreeable working arrangement in place to allow one of the ASPs to be the "Access Service Provider Coordinator (ASPC), for that function, for the installation access service provided.

11.4
Each ASP is responsible for working cooperatively with ASCs and other ASPs to ensure that access services are installed, tested and turned up in a timely manner and that trouble conditions are resolved without undue delay and participate in repair verification as required.

B. Installation

11.5
Installation as used in this document pertains to that portion of the total provisioning process which starts when the order, e.g., "Work Order Record and Detail" (WORD) or equivalent is received by the ASPs and includes installations, changes, and disconnects.

11.6
The ASPC will:

- Ensure that their company's equipment and facilities are installed and tested by the Plant Test Date (PTD).
- Receive and log status on the Designed Verified and Assigned Date (DVA) or equivalent. If the OASP has not provided status within 24 hours after DVA or equivalent, the ASPC will

- contact the OASP and request status.
- Prior to cooperative acceptance tests, schedule and coordinate preservice tests, to ensure that the overall access service is installed correctly and meets design parameters.
- Upon completion of the preservice tests, the ASPC will contact the ASC and advise that the access service is ready to be turned up. The ASC has the option of acceptance with or without cooperative acceptance testing. The ASC is not obligated to accept the service prior to the due date.

11.7
The Other Access Service Provider (OASP) will:

- Ensure that their company's equipment and facilities are installed and tested by PTD.
- Contact the ASPC and provide circuit status.
- Cooperate with the ASPC to perform the preservice tests and acceptance tests as required.

11.8
The first point of switching ASP will arrange for field forces to be dispatched when required and participate in the acceptance testing with the ASC.

C. Common Completion

11.9
A common completion date will be utilized by all involved ASPs. Therefore, no ASP may complete its order until the entire Access Service is completed and accepted by the ASC.

D. Jeopardy

11.10
If one or more ASPs cannot complete its portion of the overall Access Service on the Due Date, this should be considered a jeopardy situation by all ASPs involved. If, after a specified period of time (to be determined locally) past the due date, the overall Access Service remains incomplete due to ASP problems, those ASPs who completed their portion of the access service will review the status of the incomplete portions via the ASPC to determine the actual or approximate duration of the existing jeopardy condition and notify the ICSC or equivalent.

E. Maintenance

11.11
The ASC will be responsible for acceptance of trouble reports from its end user. The ASC should first test its facilities to determine if the trouble is in its network. If a trouble is found, the ASC will clear the trouble and no referral to an ASP is necessary. If the trouble is sectionalized towards a connecting ASP the trouble report will be referred to the ASP. The ASP(s) will work cooperatively

with the ASC to sectionalize the trouble.

The following information should be exchanged when handing off or referring the trouble:

- Trouble report number or equivalent
- Contact telephone number
- Contact ID (ie., name or initials)
- Time and date report was received from ASC
- ASC testing information (If requested by ASP)
- Circuit ID (41 Character CLCI)
- Non-Circuit specific (Circuit ID may not be appropriate)
- Trouble reported
- Other information that may be of assistance (e.g., history, subsequent reports)

11.12
Upon receipt of a trouble report from the ASC, the ASP will conduct, independently or cooperatively with the ASC, tests required to determine if the trouble is in its own equipment and facilities or to the point of interface of an adjacent OASP(s).

11.13
If the trouble is found to be in the ASP's equipment or facilities, the trouble report will be closed out with the ASC and the following information will be provided:

- Trouble report number or equivalent
- Date & Time Cleared
- Status of Circuit(s) [temporary or permanent repair]
  -- If temporary, estimated time of restoral
- Contact name or initials and telephone number of the person closing out the report
- Type & Nature of trouble found and action taken
- ASP Testing Information (if Requested by ASC)
- Circuit ID (if applicable)

11.14

11.14A
If there is no trouble found in the ASP's own network, they shall refer/handoff the trouble to the OASP and provide the following information:

- Trouble report number or equivalent (ASC)

- Contact telephone number (ASC)
- Contact ID (ASC) (ie., name or initials)
- Time and date report was received from ASC
- ASP Testing information (If requested by OASP)
- 41 Character CLCI for circuit specific problems
- Non-Circuit specific (Circuit ID may not be appropriate)
- Trouble reported
- Other information that may be of assistance (e.g., history, subsequent reports, ASC Testing information, if available)

11.14B

In the event a premature or improper hand-off has occurred, the ASP will resume cooperative testing with the OASP in order to sectionalize the trouble.

11.14C

When the ASP has referred/handed off the trouble report to an OASP, the ASP will close out the trouble report with the ASC and provide the following information:

- Trouble report number or equivalent (ASC)
- Trouble report number of OASP
- Time and date report was referred/handed off to the OASP
- Contact telephone number (OASP)
- Contact ID (OASP) (ie., name or initials)
- ASP Testing information (If requested by ASC)
- Trouble disposition (Test OK, NTF, Found OK)
- Circuit Identification (if applicable)
- Contact Name or initials of person closing the report

If the trouble report requires further handoff/referral by the OASP to succeeding ASPs, the identity of the OASP switches to ASP when the referral is made.

11.15

The OASP will:

- Cooperatively test with the ASP to determine trouble location.
- Accept the trouble report when sectionalized into its equipment or facilities.
- The OASP will provide status to the ASC upon request.
- Upon clearing trouble, contact the ASC to closeout the trouble report.

11.16

Trouble Ticket Exceptions

The following information is provided in an effort to assist service providers and service Customers in the resolution of troubles that fall outside of the normal ticket resolution flow once the original ticket has been closed out with the ASC.

Request for Test Assistance

When a request for a test assist is made to an ASP, the ASP shall provide the necessary assistance to facilitate the request.

A ticket (non-measured) shall be created for administration of test assist referrals, subsequent request for a test assist may result in additional tickets being created. In the event that additional tickets are created all relevant information from the prior trouble tickets/test assist tickets should be cross referenced.

Request for escalation Assistance From ASC

It is the responsibility of all service providers and service customers to work cooperatively to resolve all trouble reports as expeditiously as possible.

The ASC is responsible for escalations to an OASP associated with trouble tickets when the trouble has been isolated/referred by an ASP to an OASP. When a request for escalatio assistance is made by the ASC to an ASP the ASP will provide any information concerning escalatioin numbers or names that they may have to the requesting ASC. At the ASC managers request, the ASP manager may participate on a phone call in an attempt to assist the ASC in escalating to the OASP.

If the ASC refers the problem back to the ASP, it should be understood that the process will reinitiate at the escalation level when the problem was initially referred into the OASP.

11.17

In the event the trouble can not be sectionalized (e.g., no trouble found, intermittent type of problems), then the ASC and all ASPs/OASPs will cooperatively work together (e.g., cooperative testing) to locate and/or isolate the problem. Once the problem has been sectionalized then previously developed process for ASP/OASPs shall be followed as developed and outlined in paragraphs 11.11, 11.13 and/or 11.14C.

Appendix 4

Typical Loop Combinations

Figure 1, Typical Loop Combinations, illustrates several loop combination examples based on typical LEC design and deployment practices. The following describes each configuration at a high level.

Configuration A - Copper Pair Facilities

Network interface is connected to copper pairs and routed through loop distribution and loop feeder facilities, then terminated on a main distributing frame (MDF) in the central office. Cross-connects are used to interconnect each subscriber copper pair to voiceband (DS0) switch interfaces for POTs and switched special services or other equipment for special non-switched services.

Configuration B - Universal Digital Loop Carrier

Universal digital loop carrier (UDLC) systems are used to concentrate loop distribution facilities into DS1 links that traverse the loop feeder to the central office. UDLCs support POTs and most switched and non-switched special services.

Network interface is connected through loop distribution on copper pairs routed to a remote terminal (RT). Each pair is terminated into a UDLC that multiplexes the DS0 voiceband circuits into DS1 circuits. Loop feeder consisting of copper facilities or fiber systems are used to transport the DS1 circuits to the central office where they are demultiplexed by a UDLC central office terminal (COT) into the original DS0 voiceband circuit and terminated on a distributing frame. Cross-connects are used to interconnect the DS0 voiceband circuits with DS0 switch interfaces for POTs and switched special services or other equipment for special non-switched services.

High speed DS1 data services may also terminate directly into fiber systems that are transporting UDLC DS1s. Demultiplexing at the central office derives the original DS1 data circuit for routing to the narrowband DXC.

Configuration C - Integrated Digital Loop Carrier

Integrated digital loop carrier (IDLC) systems are essentially extensions of the switch into loop feeder facilities. Equipment is used to concentrate loop distribution into DS1 links interconnected directly to the switch via loop feeder facilities. IDLCs support only POTs and some switched special services. Other switched and non-switched special services are groomed to copper or UDLC facilities.

Network interface is connected through loop distribution on copper pairs routed to a RT. Each pair is terminated into an IDLC that multiplexes the DS0 voiceband circuits into DS1 circuits. Loop feeder consisting of copper facilities or fiber systems are used to transport the DS1 circuits to the central office where they are terminated into a narrowband digital cross-connect (DXC). The DS1 circuits are then routed to a DS1

interface integrated directly into the switch. Demultiplexing into individual DS0 channels takes place inside the switch.

Configuration D - Asynchronous Fiber/Carrier

Asynchronous fiber systems are used to support IDLC systems and high speed data connections. POTs and special services are supported similar to Scenario C except that IDLC systems are further multiplexed into DS3 or higher circuits that are transported over loop feeder on fiber to the central office and terminated into a wideband DXC. High speed DS1 data services may also terminate into the asynchronous system for transport.

DS3 and/or DS1 interconnections through the wideband and narrowband DXCs are provided directly into the switch where POTs and switched special traffic is demultiplexed into DS0 channels. DS1 services are routed to corresponding terminating equipment in the central office.

Configuration E - SONET Systems

SONET facilities are employed in the loop feeder to support carrier systems and high speed data services. Access to services carried on SONET facilities is available at the central office over several interfaces within the digital hierarchy.

Network interface is connected through loop distribution on copper pairs routed to a RT. Each pair is terminated into a SONET carrier system or add/drop multiplexor that multiplexes the DS0 voiceband circuits into 1.5 Mb/s virtual tributaries (VT). DS1 or greater high speed data services are also terminated into the SONET equipment and mapped into VTs.

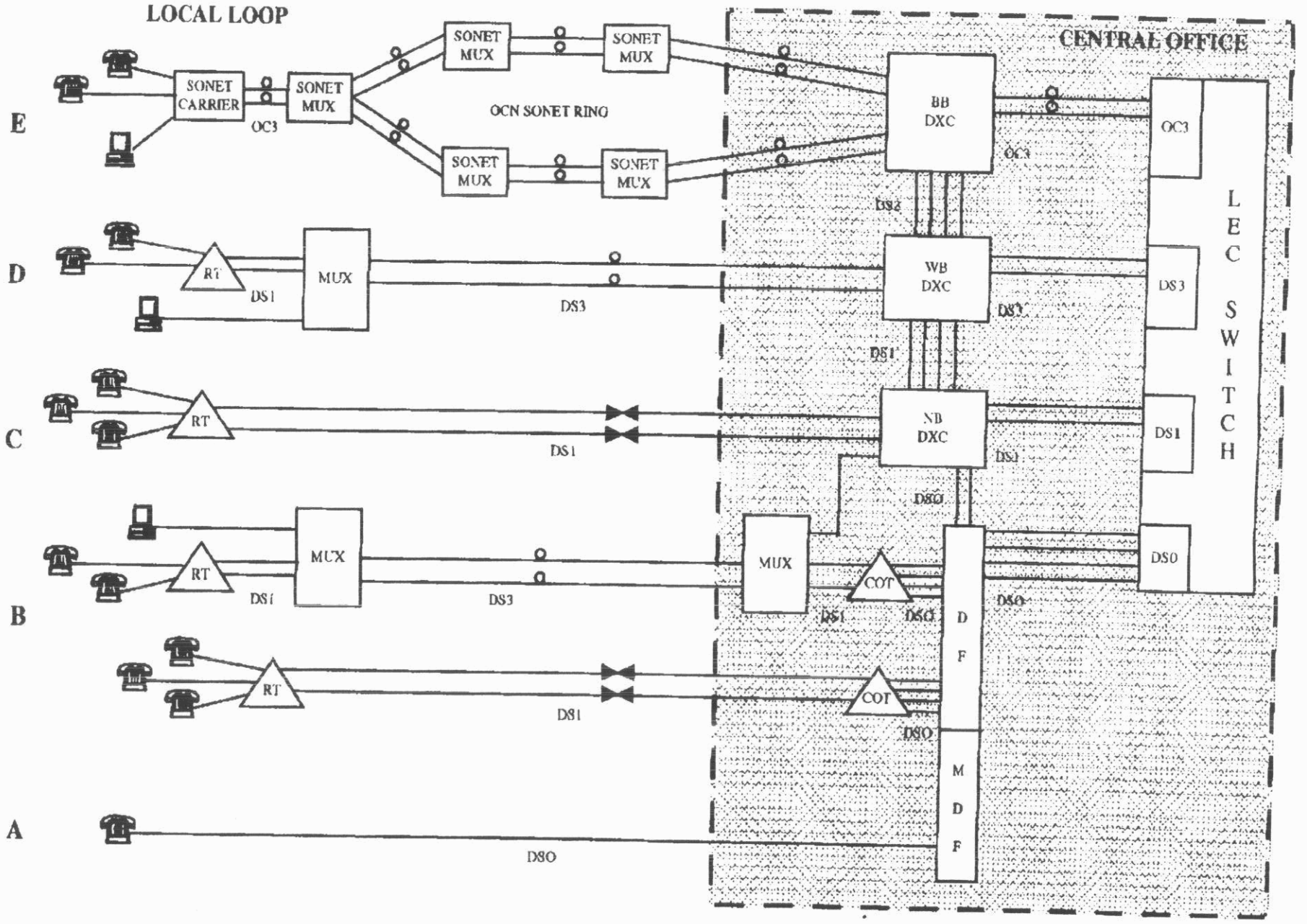
VTs are combined into faster signals and transported on SONET OC-N fiber systems to the central office where they are terminated on a broadband DXC. OC-N signals are demultiplexed and routed to specific interfaces within the broadband DXC.

DS0 voiceband services may remain multiplexed together and interconnected directly to an OC3 switch interface or routed to other DXCs and demultiplexed to interface with the switch at lower DS1 or DS0 rates. Additional demultiplexing is accomplished within the switch interface to derive DS0 channels from OC3 and DS1 inputs.

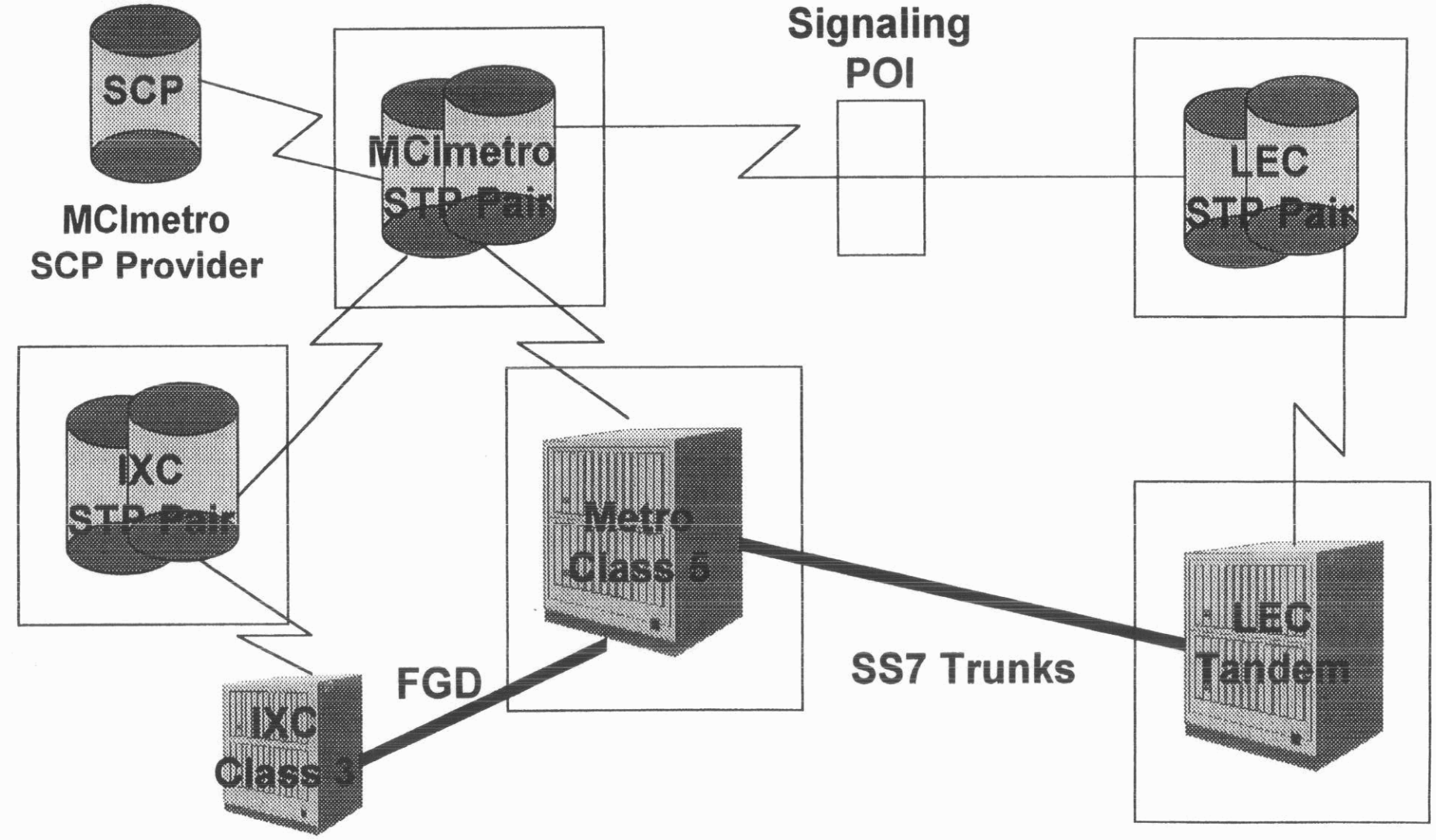
High speed services may appear at an interface on the broadband DXC or routed to the wideband or narrowband DXCs.

(Figure 1 attached)

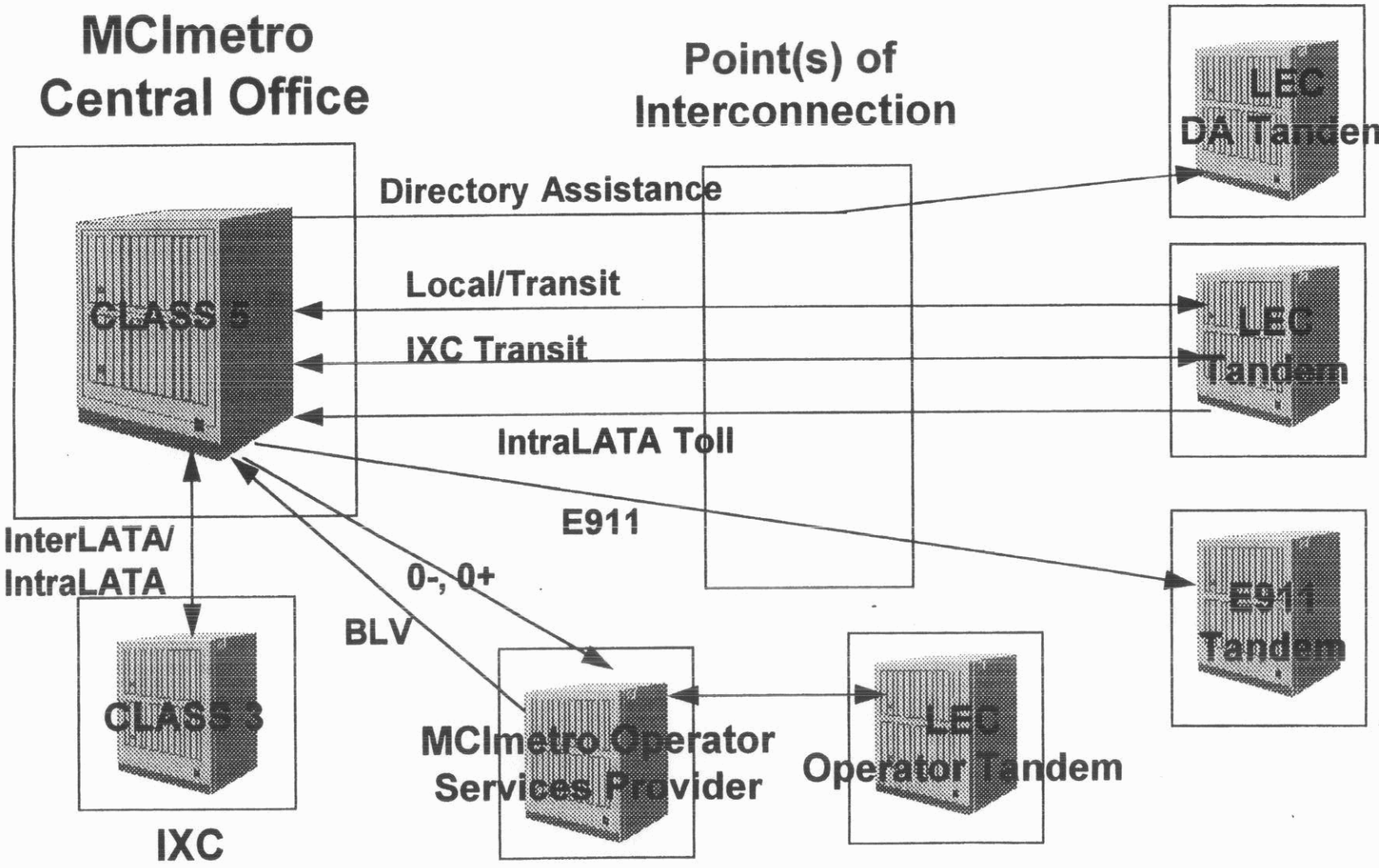
Figure 1: TYPICAL LOOP COMBINATIONS



SS7 Interconnection Architecture



Generic Trunking Topology

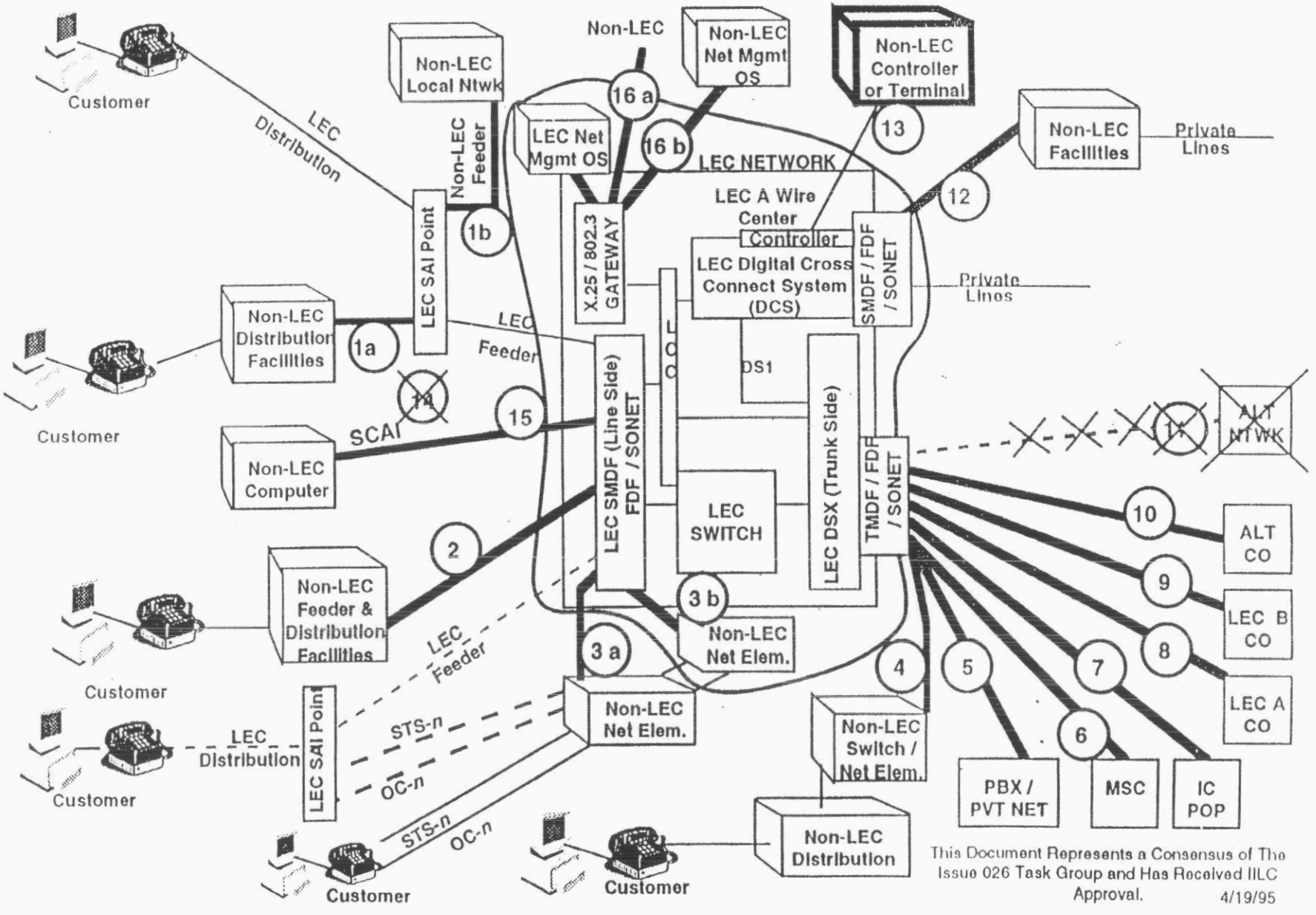


Physical Interconnection Requests

This section reflects requests made by Non-LEC industry participants for specific interconnections to LEC networks.

This Document Represents a Consensus of The Issue 026 Task Group And Has Received IILC Approval.

OVERALL DIAGRAM OF REQUESTS FOR UNBUNDLED PHYSICAL INTERCONNECTION - POINTS 1 - 16



This Document Represents a Consensus of The Issue 026 Task Group and Has Received IILC Approval. 4/19/95

Description of Physical Interconnection Requests

Use in Conjunction with Diagrams

1a Non-LEC connects on the distribution side of the LEC's Serving Access Interface (SAI), using LEC feeder plant, with Non-LEC distribution facilities to the end user.

1b Non-LEC connects on the feeder side of the LEC's SAI, using LEC distribution facilities, connected to a Non-LEC local network.

2 Non-LEC connects its outside plant (feeder and distribution facilities) to the line-side of the LEC's Subscriber Main Distributing Frame (SMDF).

3a Non-LEC requires interconnection at the LEC SMDF to gain access to the LEC's outside plant.

3b Any of the Non-LEC facilities used in 3a might be collocated within the LEC network.

4 Non-LEC uses LEC interoffice facilities and interexchange access; Non-LEC may provide competitive local switching and distribution.

5 Non-LEC interconnects to the LEC DSX (trunkside main frame) at T1 speeds.

6 Same arrangement as 5, where the Non-LEC is a Mobile Switching Center for air-to-ground, paging, 2-way cellular, PCS, etc.

7 Same as 5, where the Non-LEC is establishing an interexchange point of presence.

8 Same as 5, where Non-LEC is selling interoffice transport to LEC, between two LEC central offices.

9 Same as 5, where Non-LEC is selling transport to and between two different providers, one of whom is a LEC.

10 Non-LEC switch is integrated into the LEC network (i.e., with addressing capability), at same or similar functional levels (e.g. EO-to-EO or AT-to-AT).

11 Deleted by IILC.

12 Non-LEC interconnects (through any of several possible elements such as FDF, D-banks, optical facilities, etc.) with LEC Digital Cross Connect System (DCS) and uses the DCS to perform remote network reconfiguration of private line facilities.

13 A Non-LEC obtains real- or near-realtime control of capabilities inherent in a LEC's DCS as they apply to Non-LEC private line facilities on that DCS. Communication may be via Non-LEC controller to LEC controller or Non-LEC terminal to LEC controller. The actual physical connection may be via leased private line or dial-up.

14 Removed by 026 Task Group.

15 A Non-LEC's computer connects to a LEC's switch via SCAI.

16a Non-LEC's SONET equipment unit(s) interconnect to LEC Data Comunications Channel (DCC) and/or Local Communication Channel (LCC) via a gateway, to gain access to LEC Network Management Operations System (NMOS) and telemetry equipment.

16b Non-LEC NMOS interconnects to LEC DCC or LCC via same gateway used by LEC Net. Mgmt OS.

EXPLANATORY NOTES

Except for the overall diagram on the first page, the diagrams that follow seek to represent only those aspects of the network significant to the interconnection point being addressed on any given page. Thus, lack of a trunkside FDF, etc. on a diagram depicting a lineside interconnection is not intended to imply that through connectivity can not be made.

Note 1.

SONET could be accommodated over this interconnection if the facilities are fiber. This would enable transport of broadband services, based on transport rates of 52 Mbs, 155 Mbs, 622 Mbs, etc. Switched broadband services require a broadband switch, while broadband private lines require broadband loops and channel mileage services. (See Figure A, below, for an example of a typical collocation arrangement.)

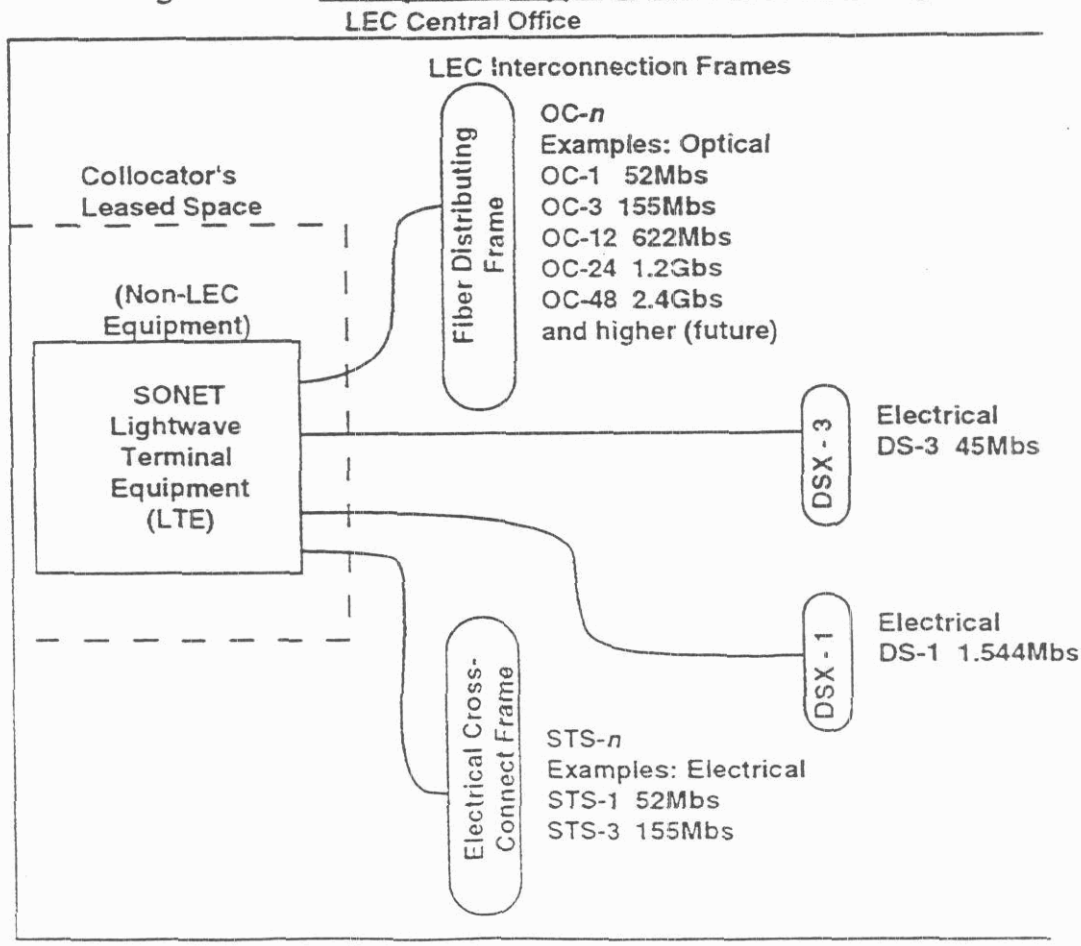
Note 2.

The actual physical facilities constituting the interconnection could be either LEC- or Non-LEC-owned/provided, could be collocated at the LEC Central Office and could include optical/electrical multiplexers (SONET, asynch, etc.), D-Banks, etc.

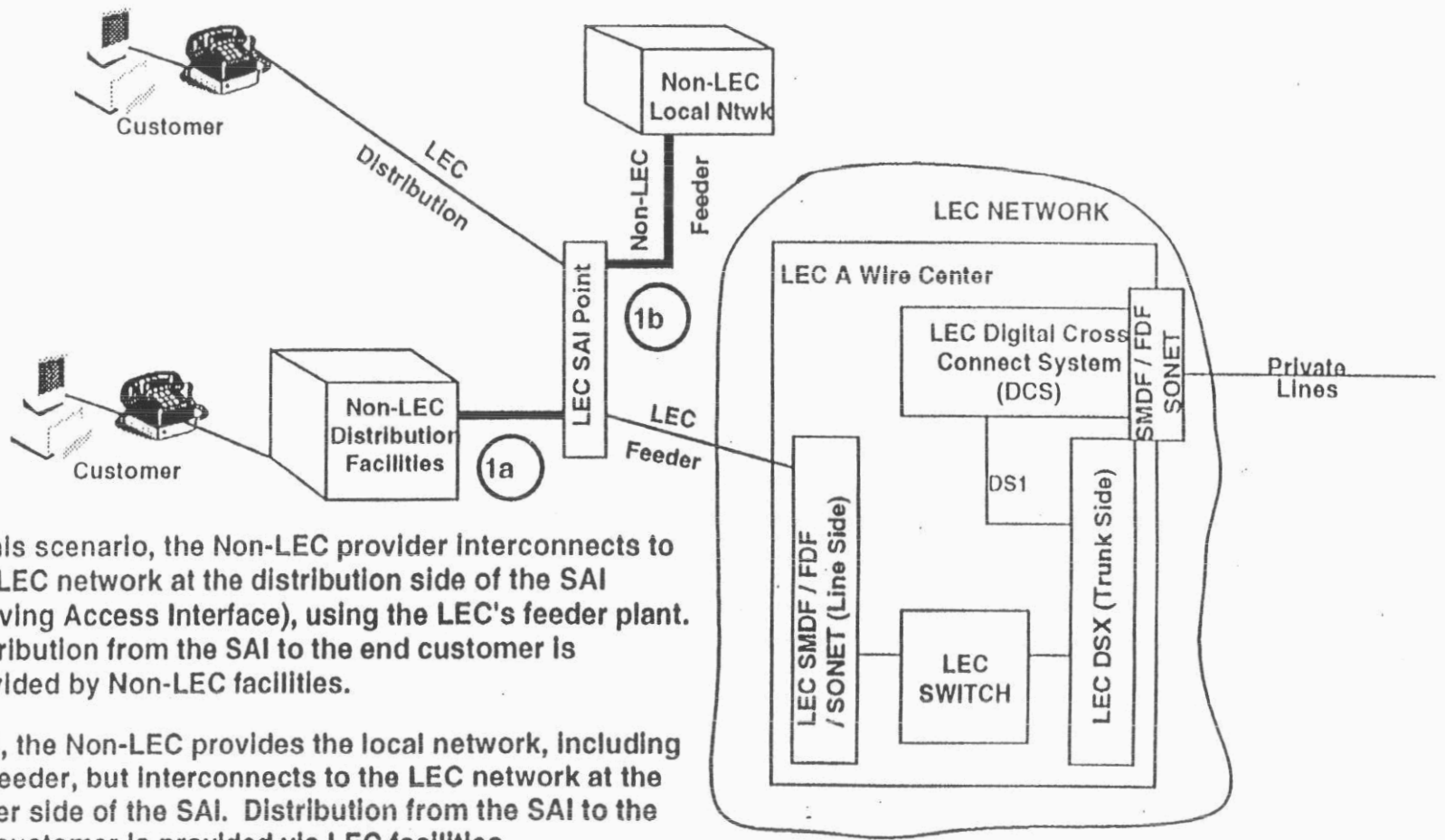
Note 3.

The physical interconnection facilities may need to be copper, fiber, twisted pair, etc. and may need to accommodate various forms of messaging, as defined in TRs (e.g., TR 08, TR 303).

Figure A Example of a Typical Collocation Arrangement



INTERCONNECTING IN THE OUTSIDE PLANT -- POINTS 1a and 1b



(1a) In this scenario, the Non-LEC provider interconnects to the LEC network at the distribution side of the SAI (Serving Access Interface), using the LEC's feeder plant. Distribution from the SAI to the end customer is provided by Non-LEC facilities.

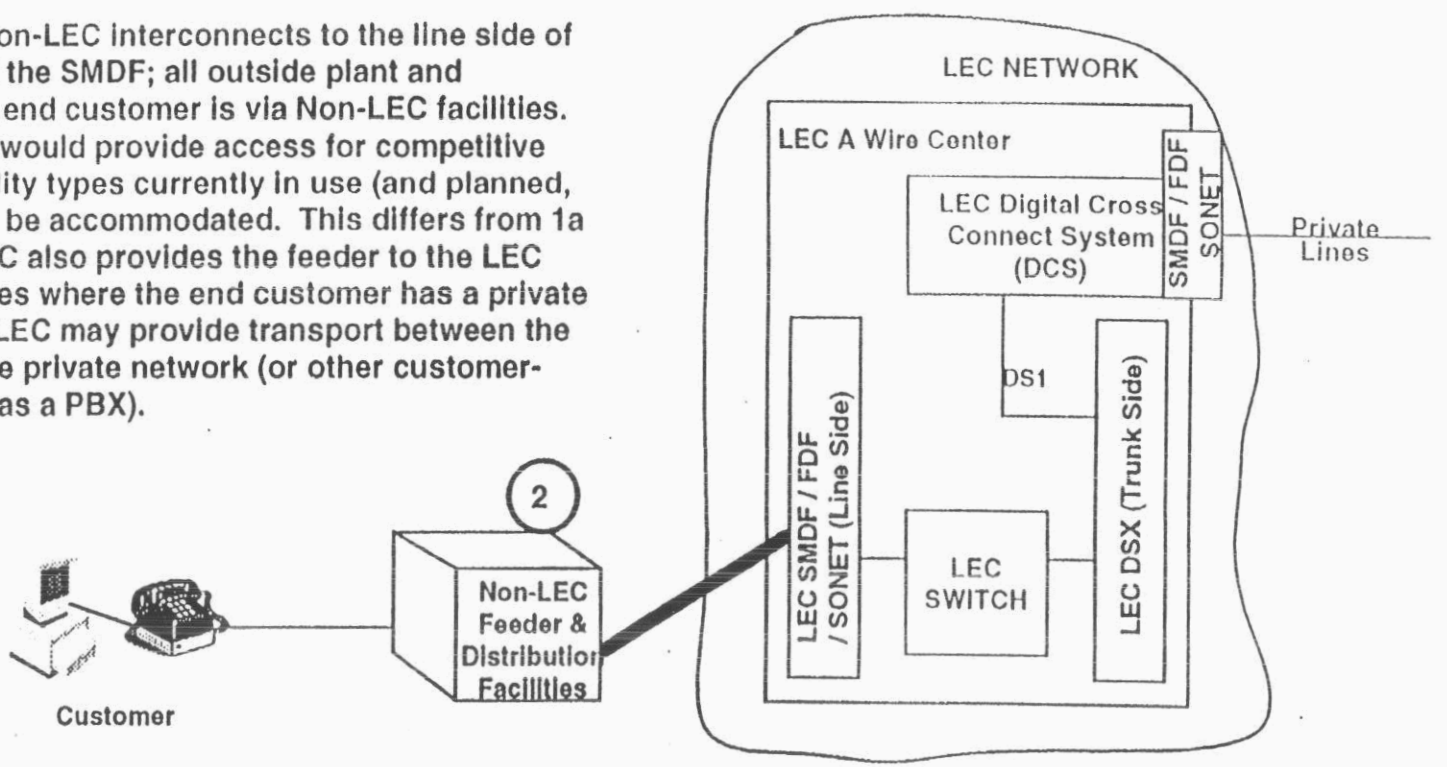
(1b) Here, the Non-LEC provides the local network, including the feeder, but interconnects to the LEC network at the feeder side of the SAI. Distribution from the SAI to the end customer is provided via LEC facilities.

See Also: Notes 1, 2 and 3 in the Explanatory Notes.

This Document Represents a Consensus of The Issue 026 Task Group and Has Received IILC Approval. 4/19/95

INTERCONNECTING AT THE MAIN DISTRIBUTING FRAME VERTICALS -- POINT 2

(2) In this case, the Non-LEC interconnects to the line side of the LEC switch, at the SMDF; all outside plant and distribution to the end customer is via Non-LEC facilities. This arrangement would provide access for competitive transport. All facility types currently in use (and planned, e.g., fiber) need to be accommodated. This differs from 1a in that the Non-LEC also provides the feeder to the LEC switch. In instances where the end customer has a private network, the Non-LEC may provide transport between the LEC switch and the private network (or other customer-owned CPE, such as a PBX).



See Also: Notes 1, 2 and 3 in the Explanatory Notes.

This Document Represents a Consensus of The Issue 026 Task Group and Has Received IILC Approval.4/19/95

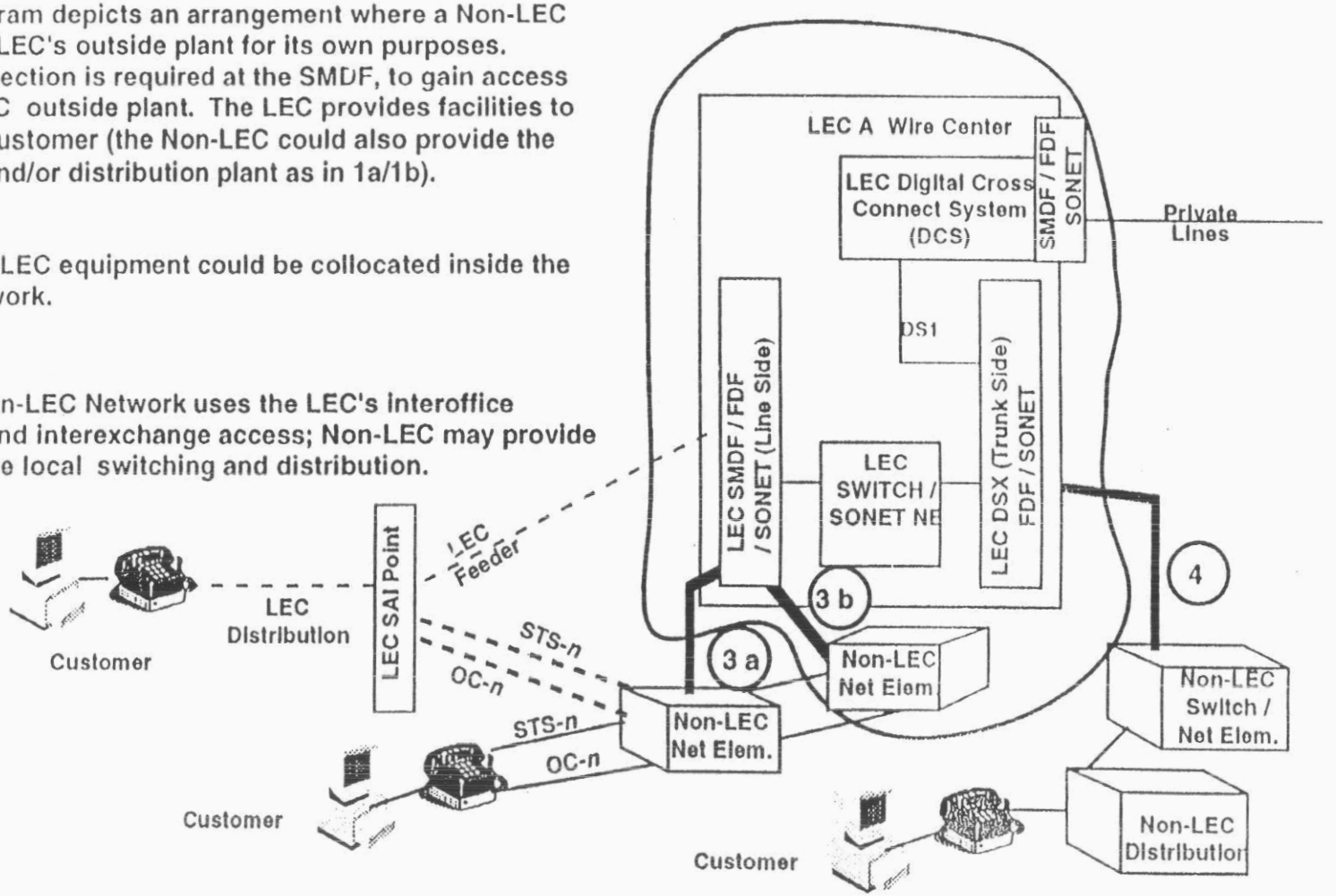
INTERCONNECTING AT THE MAIN DISTRIBUTING

FRAME VERTICALS (cont'd) -- POINTS 3 & 4

(3 a) This diagram depicts an arrangement where a Non-LEC uses the LEC's outside plant for its own purposes. Interconnection is required at the SMDF, to gain access to the LEC outside plant. The LEC provides facilities to the end customer (the Non-LEC could also provide the feeder, and/or distribution plant as in 1a/1b).

(3 b) The Non-LEC equipment could be collocated inside the LEC network.

(4) Here, a Non-LEC Network uses the LEC's interoffice facilities and interexchange access; Non-LEC may provide competitive local switching and distribution.



See Also: Note 1 in the Explanatory Notes.

This Document Represents a Consensus of The Issue 026 Task Group and Has Received IILC Approval. 4/19/95

INTERCONNECTING ON THE TRUNK SIDE

- POINTS 5, 6, 7, 8 & 9

These interconnections are essentially all the same in that they use LEC switching, but allow a Non-LEC to provide transport between the LEC's switch and some other entity; they differ only in what entity exists at the other end of the transport "pipe" from the LEC switch (hence, potentially, the signaling protocol) and in the service boundaries of the Non-LEC (e.g., inter- vs. intra-LATA). The point of interconnection on all of these arrangements is via the LEC's DSX (through TMDF or other electrical protection, or through FDF for test access), or via trunk side cross connects on the interoffice facilities side of the LEC switch.

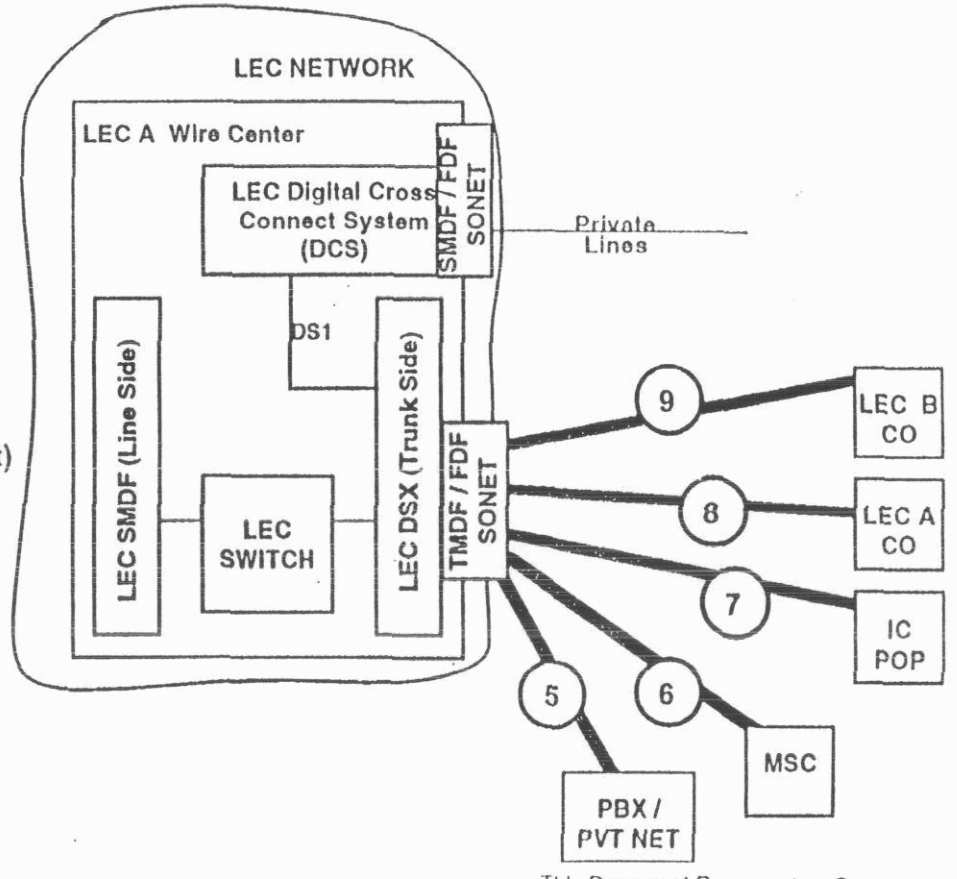
(5) The Non-LEC interconnects to the LEC DSX (at T1 speeds) from the trunk side of the switch.

(6) Mobile Switching Center (MSC -- a generic term which includes air-ground, paging, 2-way mobile, cellular, PCS.)

(7) IC POP

(8) Same LEC, other switch (interoffice transport)

(9) Different LEC's switch



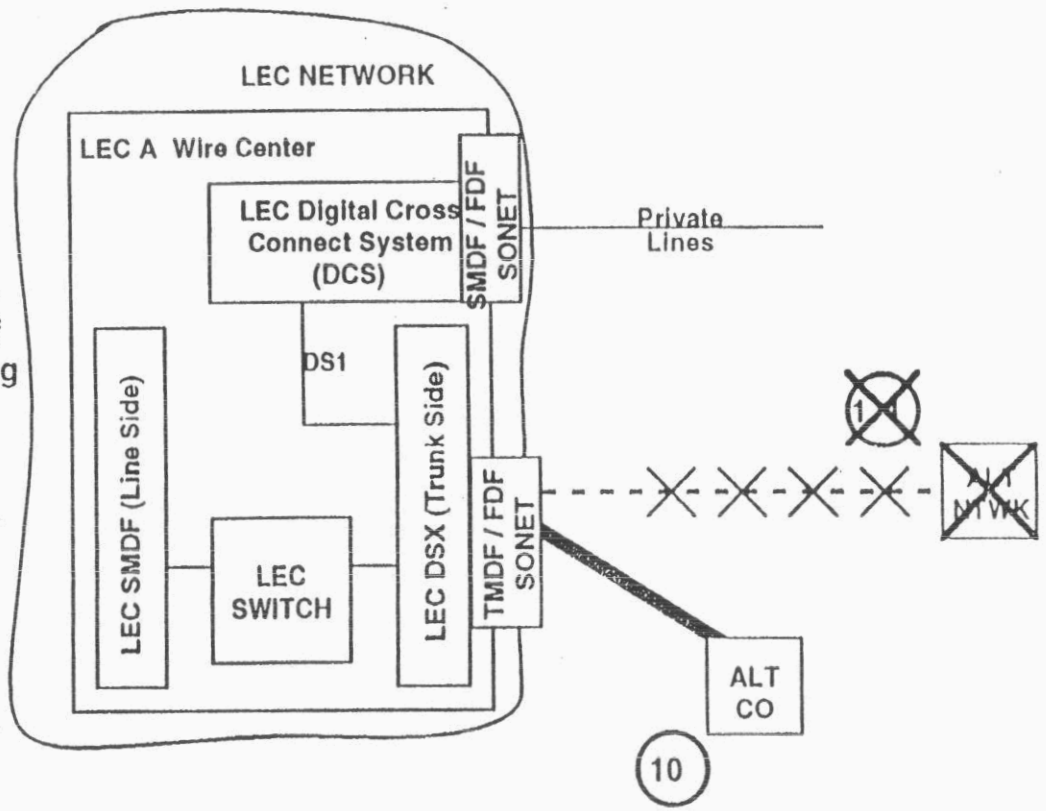
See Also: Note 1 in the Explanatory Notes.

This Document Represents a Consensus of The Issue 026 Task Group and Has Received IILC Approval. 4/19/95

INTERCONNECTING NETWORKS - POINTS 10 & 11

(10) Non-LEC switch is connected directly to LEC switch (internetwork transport) as if in the same network (i.e., with addressing capability) and at the same or similar functional level (e.g. EO-EO, AT-AT).

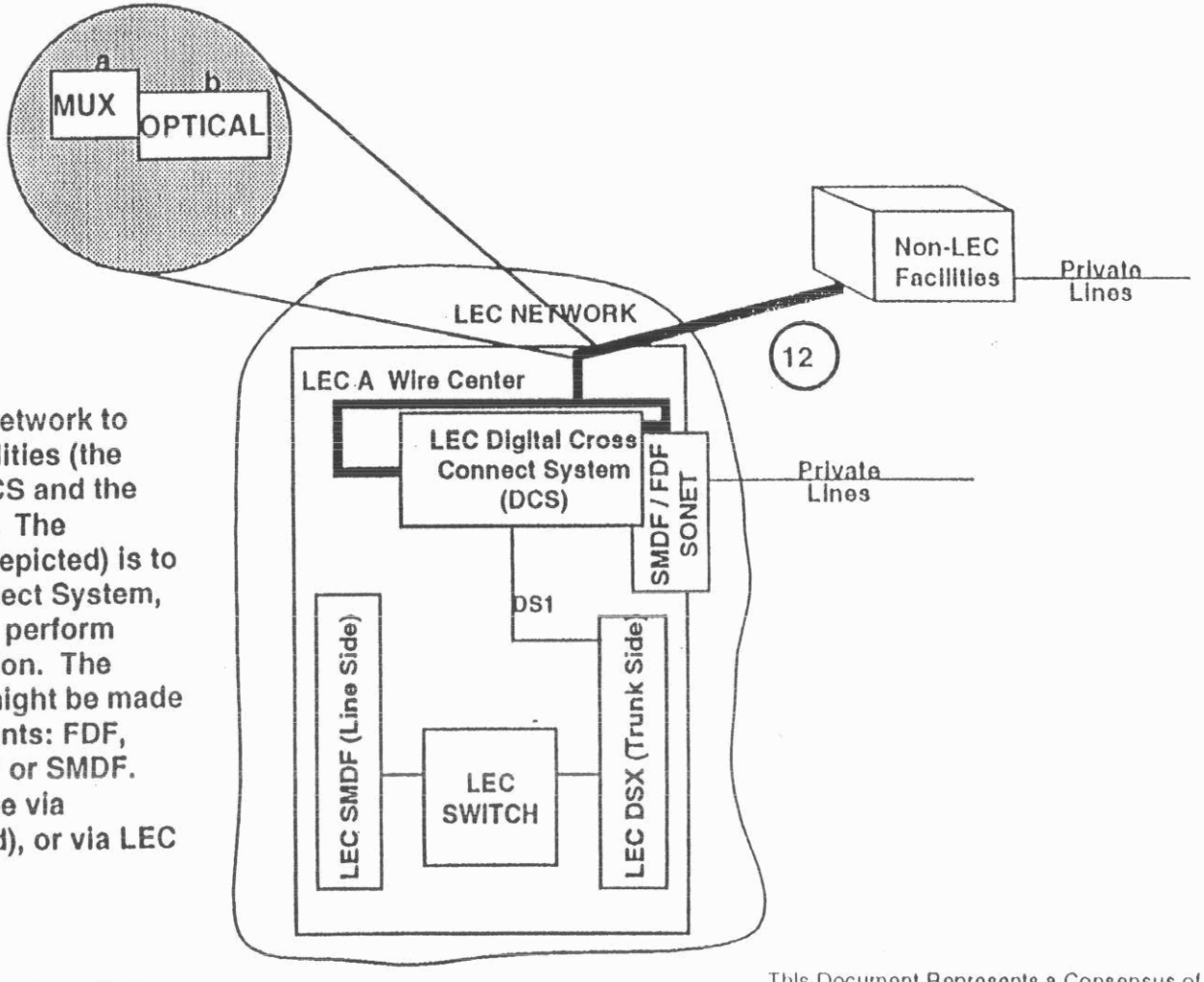
(11) Non-LEC network overlaps LEC network service area; no interconnection (if needed, use 10). *Deleted by IILC 7/15/92, since it was same as 4 - 10, but lacked need for interconnection.*



This Document Represents a Consensus of The Issue 026 Task Group and Has Received IILC Approval. 4/19/95

See Also: Note 1 in Explanatory Notes.

PRIVATE LINE INTERCONNECTION - POINT 12



(12) The Non-LEC uses the LEC network to connect with private line facilities (the facilities between the LEC DCS and the Non-LEC, are LEC-provided). The functional interconnection (depicted) is to the LEC's Digital Cross Connect System, which allows the Non-LEC to perform remote network reconfiguration. The actual physical connection might be made through any of several elements: FDF, DSX-3, DSX-1 D-banks, TMDF or SMDF. This connection might also be via multiplexers (one at each end), or via LEC optical facilities.

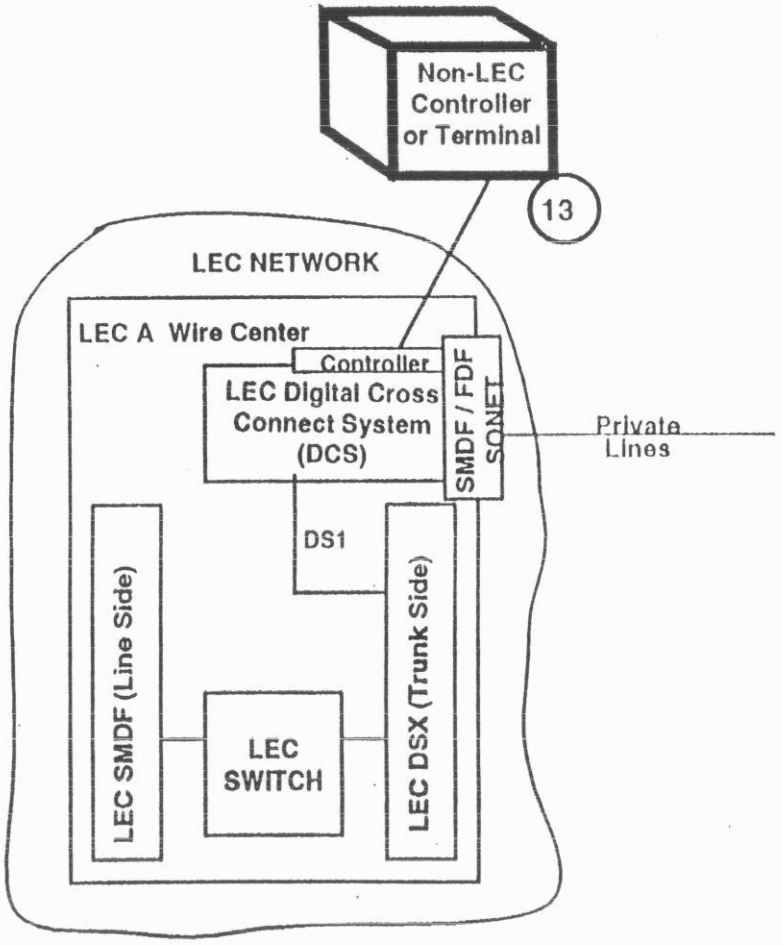
See Also: Notes 1 and 2 in the Explanatory Notes.

This Document Represents a Consensus of The Issue 026 Task Group and Has Received IILC Approval. 4/19/95

FACILITIES CONTROL INTERCONNECTION

- POINT 13

(13) This request pertains to the functionality of DCS control and provides a Non-LEC with online real- or near real- time control of capabilities inherent in a LEC's DCS as they apply to the Non-LEC's private line facilities on that DCS. DCS control is desired, which may be via a Non-LEC controller connected to the LEC DCS controller, or via a LEC controller from a Non-LEC terminal. The actual physical connection could be via leased private line or dial-up.



See Also: Note 2 in the Explanatory Notes.

This Document Represents a Consensus of The Issue 026 Task Group and Has Received IILC Approval. 4/19/95

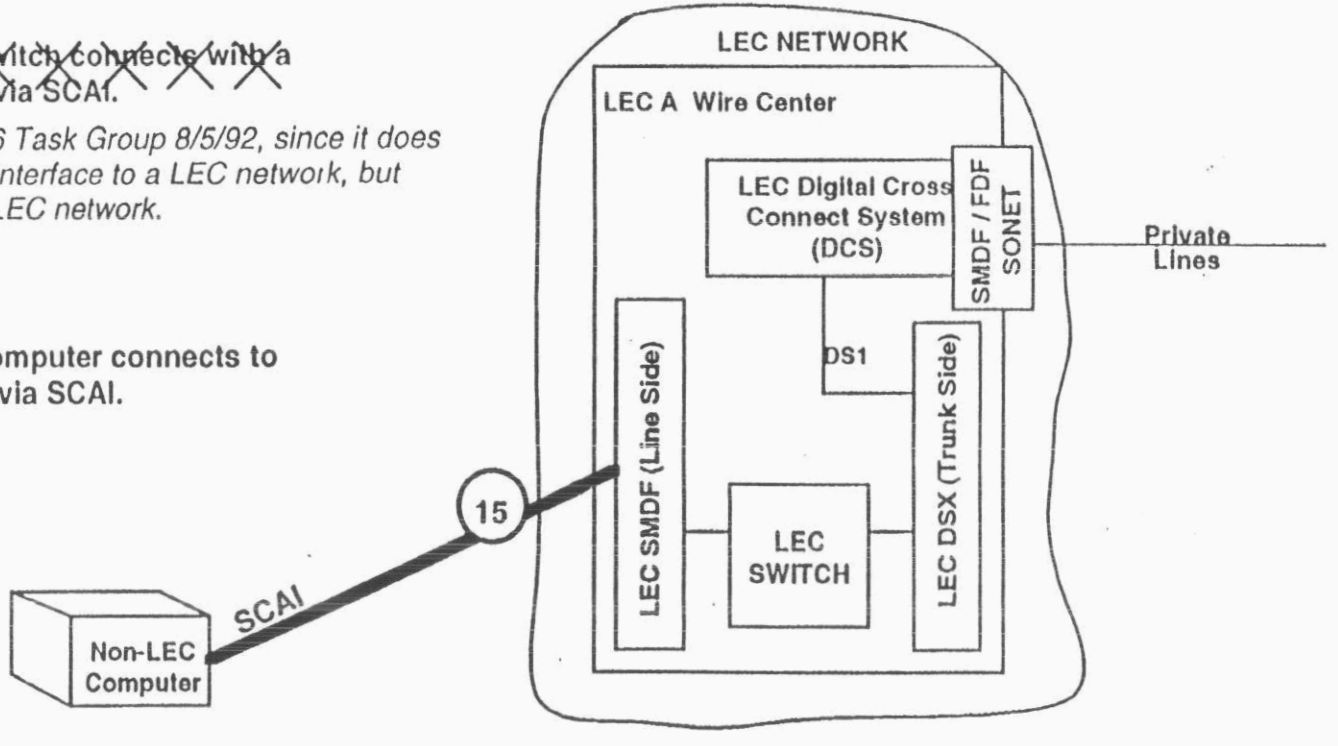
SWITCH-COMPUTER APPLICATIONS INTERFACE

(SCAI) - POINTS 14 & 15

~~14~~ ~~A Non-LEC's switch connects with a LEC computer via SCAI.~~

Removed by 026 Task Group 8/5/92, since it does not describe an interface to a LEC network, but rather to a Non-LEC network.

15 A Non-LEC's computer connects to a LEC's switch via SCAI.

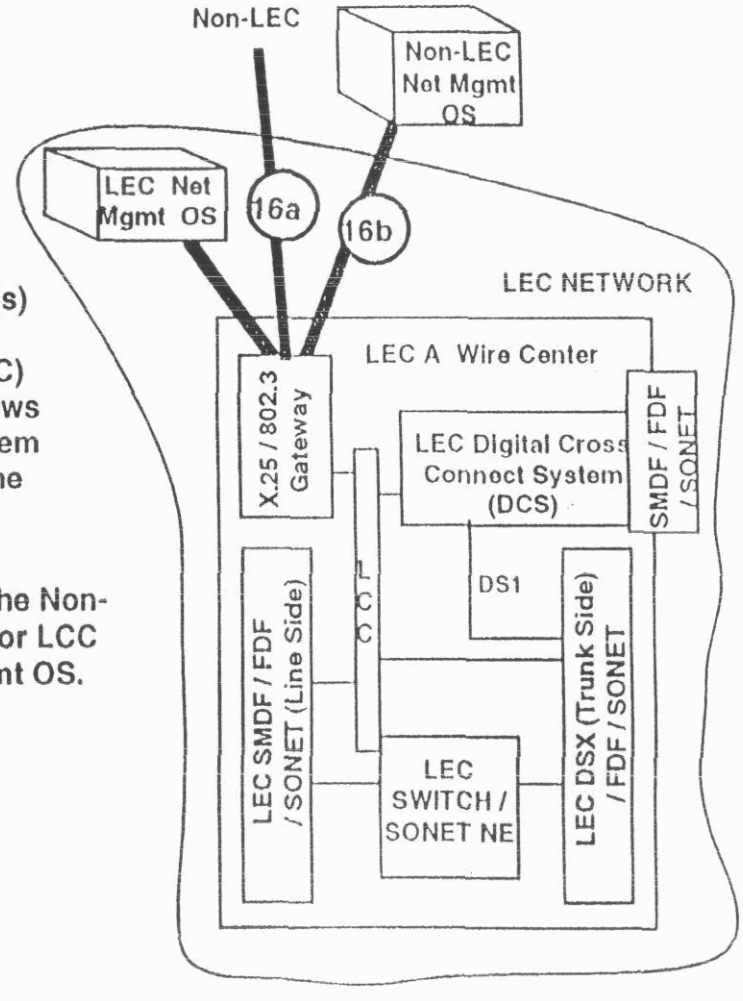


See Also: Note 2 in the Explanatory Notes.

This Document Represents a Consensus of The Issue 026 Task Group and Has Received IILC Approval. 4/19/95

OPERATIONS SYSTEMS INTERCONNECTION - POINTS 16 a and 16 b

A Non-LEC needs to be able to use a LEC's unbundled OC-n service element(s) as components of an end-to-end Non-LEC service offering. A further need of the Non-LEC is to have DCC function continuity, defined to contain either: a) OC-n intact OR b) OC-n payload, valid network management and DCC bits.



(16a) In the first scenario, the Non-LEC's SONET equipment unit(s) is(/are) interconnected to the LEC's Data Communications Channel (DCC) and/or Local Communications Channel (LCC) via an 802.3 / X.25 gateway. This interconnection point allows access to the LEC's Network Management Operations System (OS) and equipment telemetry to maintain the integrity of the Non-LEC's SONET offerings.

(16b) In the second application of this point of interconnection, the Non-LEC Net Mgmt OS is interconnected to the LEC's DCC and/or LCC via the same 802.3 / X.25 gateway used by the LEC Net Mgmt OS.

<u>See Also:</u> Notes 1 and 2 in the Explanatory Notes.

This Document Represents a Consensus of The Issue 026 Task Group and Has Received IILC Approval. 4/19/95

Terminology, Abbreviations and Graphic Conventions

Terminology

- **Non-LEC** corresponds to the current legal (FCC) definition of the beneficiaries of ONA.
- **Feeder**, as used here, is that portion of LEC outside plant between the central office and the point (SAI) where dedicated pairs are built/designated to specific customers. Feeder plant is a shared (among multiple end-users) resource (e.g., loop carrier systems and traditional copper plant).
- **Distribution** is that portion of outside plant which extends from the SAI to the customer's premises, including the drop (i.e., to Network Interface Unit, or NIU). Distribution plant is dedicated to individual subscribers.

Abbreviations

- **ALT** = Alternate Local Transport, a competing provider, within a LEC's local serving area, of local access, switching and/or transport of telecommunications-based service(s).
- **DCC** = Data Communications Channel, a signaling channel, is the overhead bit structure of the SONET standard (see below), which allows establishment of various facility connections among SONET devices, as well as extended management and control capabilities.
- **DCS** = Digital Cross Connect System, which differs from the DSX in that the DCS receives digital signals at one bit rate, separates the subrate signals and cross connects them at a lower bit rate. Example: a DCS1/0 cross connects DS-0 signals within DS-1 inputs and outputs.
- **DSX** = Digital Signal Cross-Connect, that trunk side equipment which cross connects a digital signal as a whole unit.
- **FDF** = Fiber Distributing Frame, equipment that connects optical facilities to CO equipment. Its main function is to provide test access to "look out" into fiber facilities for maintenance.
- **IC** = Interexchange Carrier, includes MCI, AT&T, Sprint, Allnet and many others.
- **LCC** = Local Communications Channel, any signaling channel (such as DCC, above) which allows network devices/elements to communicate with each other.

Abbreviations - cont'd

- **LEC** = Local Exchange Carrier, e.g., RBOCs, GTE, Alltel, etc.
- **MSC** = Mobile Switching Center, a generic term used to encompass a variety of facilities including cellular, paging, etc. Former terms, specific to the facility use, included Paging or Mobile Telephone Switching Office (PTSO or MTSO).
- **OC-*n*** = Optical Carrier, a fiber system on which *n* is equivalent to the payload or the speed of the system.
- **PBX** = Private Branch Exchange, a customer-provided piece of network equipment for call management and routing within the customer's network/premises.
- **POP** = Point of Presence, the junction between an IC's (or mobile or other carrier's) network and the LEC's network.
- **PVT NET** = Private Network, provided, maintained and managed by end-user(s), for sole use of the end-users in switching, routing and transport of voice/data/video messages. May be interconnected with public network facilities and/or other private networks.
- **SAI** = Serving Area Interface, the point in outside plant where feeder cables are connected to distribution cables.
- **SCAI** = Switch-to-Computer Applications Interface, a signaling protocol interface developing and evolving in the national and international standards arenas.
- **SMDF** = Subscriber (i.e., line side) Main Distributing Frame, the equipment that connects the customer pair to the CO switch. Its primary purpose is as electrical protection; should any outside plant take a large electrical charge, the MDF protects the CO equipment. It also provides test access to outside plant.
- **SONET** = Synchronous Optical Network,
- **STS-*n*** = Synchronous Transport Signal, where *n* equals the speed of the signal, or its payload.
- **TMDF** = Trunk (i.e., trunk side) Main Distributing Frame, the equipment that connects interoffice facilities (or internetwork facilities) to CO equipment -- the switch and/or the Digital Cross Connect System. As with all MDFs, its primary purpose is for electrical protection and for test access.

Graphic Conventions

▬▬ = that connection or link along which an interface will be/is defined to assure an effective communication path between the entities on either end. The interface would be a standard, open interface with published specifications. The physical interface might be defined to be inside or outside the basic public switched network, and would be developed, owned and maintained by one or the other terminating entities.

- - - - = a connection that is of little significance except to show the network context for the unbundling point of connection under discussion.

___ = other connections of a provider (LEC or Non-LEC) that relate to the provider's network as a whole (e.g., connections between various pieces of equipment or facilities).

PHYSICAL REQUEST ISSUES
OVERVIEW

Issues associated with administering and implementing physical interconnection are identified in the section dealing with Technical/Operational Issues. Issues included in this section deal with how interconnecting companies will coordinate end user service provisioning through service orders, testing, trouble reports, assignment procedures and directory availability. Also identified are issues associated with "one-on-one" interfaces involved with the sharing of space, capacity planning, network survivability and operational support systems.

Standards issues identified with Physical Requests are discussed in a separate section. Some of these, such as transmission performance and SONET, are being addressed in current standards proceedings, but will require review to assure that the outcome of these proceedings includes reflection of a multi-provider environment. On the other hand, the Task Group identified the Serving Access Interface as a requested physical interconnection point where no standards work has been initiated to date.

PHYSICAL REQUEST ISSUES
CATEGORY: TECHNICAL/OPERATIONAL (T/O)

Issue Number	Description of Issue	Requests Affected	Recomn
T/O 1	Assignment and Inventory		
	A) Current availability of and accuracy in assignment records related to Service Access Interface (SAI)	1a, 1b	NOF
	1) Undocumented pair changes, etc.		
	2) Priorities of service restoral vs. record keeping		
	B) The viability of telephone-number-based loop assignment systems in a multi-provider environment may need to be examined.	1-3	NOF
T/O 2	Trouble Report Administration		
	A) No industry guidelines exist regarding how end users should report trouble where a single customer's service is provided by multiple service providers (i.e., Who receives the trouble?)	1-5, 12, 15	NOF
	B) Industry guidelines may need to be modified or developed for trouble report control and coordination among the service providers jointly providing service to a single end user.	All but 8, 16	NOF
	C) Industry guidelines for handling "network-initiated" troubles may need to be revised to accommodate an expanded multi-provider environment.		
	1) What types of tests are appropriate and how frequently should they be initiated?	1-5	NOI
	2) Who tests joint links?	1-3,5	NOI
	D) Industry guidelines may need to be developed for cross-entity billing of trouble isolation and handling in a multi-provider environment.	All	ICE

NOTE: The term "LEC" is used to indicate the existing local exchange network and services provider; "Non-LEC" refers to all other providers.

PHYSICAL REQUEST ISSUES
CATEGORY: TECHNICAL/OPERATIONAL (T/O)

Issue Number	Description of Issue	Requests Affected	Recomm.
T/O 3	Testing		
	A) Responsibilities are not assigned and procedures may not exist for isolating trouble in a multi-provider environment.		
	1) Can network indicators (such as 120 IPM, "fast busy") be developed and implemented which would aid in indicating the source of network congestion?	1-5,15	NOF
	2) Will loop testing functionality, test access and dispatch be required of all providers in a multi-provider environment?	1-5, 12,15	NOF
	3) How can testing be coordinated in situations such as an unattended central office?	All but 16	NOF
	4) Will provider personnel have access to other providers' trouble shooting equipment, such as the automatic number announcement circuit (ANAC) or telemetering equipment?	All	ICB
	5) Will test messages and/orsignals be carried across networks? If so, how?	All but 16	NOF
	B) Separating the loop from the switch, or feeder loop plant from the distribution loop plant at the SAI, will cause difficulty in obtaining systems support.	1a,1b	ICB
	1) Unless test access is designed with separation of the distribution loop, no surveillance, testing and/or isolation can be administered without dispatch.		
	2) Guidelines regarding such multi-provider dispatch Do not exist.		
	C) Expansion of current "electrical" interconnection capabilities to other means (e.g., fiber-optics) may raise maintenance and repair and testing problems.	All but 16	NOF
T/O 4	Shared Space (e.g., physical, virtual collocation)		
	A) Availability and capacity (both current and planned) of space for facilities or interconnection	All but 13, 16	ICB
	1) The interconnection type requested (e.g., fiber vs. copper) could impact availability of space at interconnection points (e.g., SAI, conduit, C.O.).		
	B) Space Administration and Access	All but 13, 16	ICB
	1) How will limited space be allocated?		
	2) How can security be maintained in a shared environment? For example, will direct connections be allowed?		
	3) Who will have access to shared facilities?		
	4) Whose labor force will do the actual physical interconnection?		
	5) What are the responsibilties of each provider?		

NOTE: The term "LEC" is used to indicate the existing local exchange network and services provider; "Non-LEC" refers to all other providers.

PHYSICAL REQUEST ISSUES
CATEGORY: TECHNICAL/OPERATIONAL (T/O)

Issue Number	Description of Issue	Requests Affected	Recomm
T/O 5	Capacity Planning		
	A) Traditional LEC forecasts and engineering will not, by themselves, be sufficient to drive network deployment in a multi-provider environment.	All	ICB
	1) How will capacity engineering be accomplished for network components in a multi-provider environment?		
	2) When necessary, how can timely forecasts and planning information be assimilated among all parties ? Who could access such data?		
T/O 6	Provisioning		
	A) Load balancing in a multi-provider environment (e.g., Integrated Digital Loop Carrier, Hybrid Fiber/Coax)	1-10, 12,13	ICB
	B) Ability of operational support systems (OSSs) to operate in a multi-provider environment to allow assignment and design of circuits	All	ICB
T/O 7	Service Ordering		
	A) Service order coordination in a multi-provider environment	All	OBF
	B) Current service orders may not reflect some points of interconnection on a single end-user account.	All	OBF
	C) Work order records required for service connection may need to be distributed among multiple providers.	All	OBF
T/O 8	Service Order Codes		
	A) New service order codes may be required for unbundled network service components	All	OBF
	B) Sharing of service order codes among system providers should be examined.	All	OBF
T/O 9	Directory Listings and Databases		
	A) Providing directories and database services in a multi-provider environment	1-6, 10	ICB
	1) Will directories be developed on a separate or combined basis?		
	2) Who will handle Directory Assistance (DA) for Non-LEC customers? For a LEC customer asking for a Non-LEC number and vice versa?		
	3) How will DA operator recording and billing be done?		
	4) How will cross-charging for database entries be done?		

NOTE: The term "LEC" is used to indicate the existing local exchange network and services provider; "Non-LEC" refers to all other providers.

PHYSICAL REQUEST ISSUES
CATEGORY: TECHNICAL/OPERATIONAL (T/O)

Issue Number	Description of Issue	Requests Affected	Recomm.
T/O 10	Network Reliability and Survivability A) Concerns arise from collocation of equipment, without NEBS, UL, etc. compliance.	All	ICB
T/O 11	Operational Support Systems A) Procedures for OSS Access in a multi-provider environment. For example: - access only to allowed data - access only to subscribed functionalities - affect only "own" services	1-5,13 &15	IILC

NOTE: The term "LEC" is used to indicate the existing local exchange network and services provider; "Non-LEC" refers to all other providers.

PHYSICAL REQUEST ISSUES
CATEGORY: STANDARDS (S)

Issue Number	Description of Issue	Requests Affected	Recomm
S 1	Transmission Standards		
	A) Transmission quality standards (switching, transport and loop) may need to be reexamined to reflect a multi-provider environment	All but 16	T1
S 2	Service Access Interface (SAI)		
	A) Standards do not exist for third party interconnection at the SAI	1a,1b	T1
S 3	Synchronous Optical Network (SONET)	3,10, 12,13, 16	T1
	A) The Data Communications Channel (DCC) for SONET is not standardized for interoperability among different vendors' equipment		
	B) SONET transport cannot be partitioned any lower than the network element level		

NOTE: The term "LEC" is used to indicate the existing local exchange network and services provider; "Non-LEC" refers to all other providers.

This Document Reflects a Consensus of The Issue 026 Task Group and Has Received IILC Approval.

UNBUNDLING/INTERCONNECTION ISSUES
CATEGORY: PUBLIC POLICY (PP)

Issue Number	Description of Issue
PP 1	Network Reliability/ Survivability/Performance in a multi-provider environment A) As additional interconnection among networks is allowed, regulatory oversight associated with fault prevention and reporting must be accommodated. B) Network "Certification" procedures may need regulatory review. C) Minimum service levels, monitoring and network performance requirement may need regulatory review to assure they reflect a multi-provider environment.
PP 2	Carrier of Last Resort A) Carrier Of Last Resort (COLR) obligations and responsibilities may need t: be re-examined in a multi-provider environment (e.g., reserve facility capacity and cost recovery)
PP 3	Directory Listings and Database Services A) Public policy input may be necessary in resolving published directory and directory database listing issues. (Related issues are addressed in Physical issue T/O 9.)
PP 4	Operational Support Systems (OSS) A) Regulatory policies associated with access to OSSs may need to be examined to assure they reflect a multi-provider environment.
PP 5	Universal Service A) The need for, and definition of, Universal Service may need to be further examined for impacts from and on a multi-provider environment B) Obligations and responsibilities associated with Universal Service, if still a policy goal, may require revisions for a multi-provider environment C) Similarly, subsidies (both explicit and implicit) associated with any Universal Service policy may need to be examined to assure they reflect a multi-provider environment
PP 6	Interconnection A) Regulatory guidelines for reciprocity in providing interfaces may be require for interconnection, signaling and services in a multi-provider environment B) Existing regulatory and legal constraints that may inhibit a fully competitive multi-provider environment need to be examined and possibly revised (e.g resale rules/SPOI/market trials).
PP 7	Compensation A) Policies associated with investment made under rate of return regulation (particularly for facilities abandoned solely due to competition) may need review for impacts of a multi-provider environment

NOTE: The term "LEC" is used to indicate the existing local exchange network and services provider; "Non-LEC" refers to all other providers.

UNBUNDLING/INTERCONNECTION ISSUES
CATEGORY: PUBLIC POLICY (PP)

Issue Number	Description of Issue
PP 8	Network Disclosure A) Existing network disclosure rules, including requirements to disclose proprietary interfaces, may need to be examined to assure they reflect a multi-provider environment.
PP 9	Privacy/Protection of Customer Proprietary Network Information (CPNI) A) Rules for access to and use of provider and customer information by end users and other providers, may need to be developed or modified to ensure the privacy of all parties in a multi-provider environment.
PP 10	Law Enforcement Wire Taps A) Existing guidelines (including recently passed legislation) governing the proper placement of legally obtained wire taps may need to be examined to assure it reflects a multi-provider environment.
PP 11	Settlements A) Current settlement processes may need to be examined for impacts of a multi-provider environment.
PP 12	Customer Education A) Guidelines and requirements may be needed to educate providers and consumers on their interconnection opportunities and responsibilities, as competitive alternatives become available.
PP 13	Rights-Of-Way A) Rules, regulations and agreements concerning rights-of-way may need to be examined to assure they reflect a multi-provider environment.
PP 14	Essential Services A) Regulations, responsibilities and agreements on provision of essential services (e.g., 911 and Telecommunications Relay Service) may need to be examined for impacts of a multi-provider environment. B) Services requiring a database query in a multi-provider environment may need to be examined with regard to the following: • Should the time for an expected response expire, who is responsible for assuring the call goes to police, EMS or fire, if that was the intended destination? • What restrictions should be put on a provider to ensure that access to emergency services is protected? C) Policies on National Security/Emergency Preparedness (NS/EP) may need to be examined for impacts of a multi-provider environment.

NOTE: The term "LEC" is used to indicate the existing local exchange network and services provider; on-LEC" refers to all other providers.

Appendix 7
MCI Requirements for Intercarrier Agreements List of Acronyms

1-MB	One Message rate Business phone line
1FB	One Flat rate Business phone line
1FR	One Flat rate Residential phone line
1MR	One Message rate Residential phone line
ADSL	Asymmetrical Digital Subscriber Line
AIN	Advanced Intelligent Network
ALI	Automatic Location Identification
ALIT/SLIT	Auto / Subscriber Line Tests
ALT	Alternate Local Transport
ANSI	American National Standards Institute
ASC	Access Service Customer
ASP	Access Service Provider
ASPC	Access Service Provider Coordinator
ASR	Access Service Request
BET	Building Entrance Terminal
BISDN	Broadband Integrated Services Digital Network
BLV	Busy Line Verification
BNA	Billed Name [and] Address
BRI	Basic Rate Interface (1 of 2 subscriber interfaces per ISDN)
CABS	Carrier Access Billing Systems
CAMA-ANI	Centralized Automatic Message Accounting/Automatic Number Identification
CAP	Competitive Access Provider
CARE	Customer Account Record Exchange
CCL	Common Carrier Line
CIC	Carrier Identification Code
CIP	Carrier Identification Parameter
CLASS	Custom Local Area Signaling Service
CLEC	Certified Local Exchange Carrier
CLLI	Common Language Location Identifier
CMDS	Centralized Message Distribution System
COT	Central Office Terminal
CPN	Calling Party Number
CRIS	Customer Record/Information System
DA	Directory Assistance
DCC	Data Communications Channel
DID	Direct Inward Dialing
DLC	Digital Loop Carrier
DLR	Design Layout Reports
DS0	Digital Service, Level 0
DS1	Digital Service, Level 1
DS3	Digital Service, Level 3
DTMF	Dual Tone Multi Frequency
DVA	Designated Verified and Assigned Date
DXC	Digital Cross Connect
E1	(Euro equiv of T-1 but at 2,048 mbps)
EI	Emergency Interrupt
ESF	Extended Super Frame
ESL	Essential Service Line
ESN	Emergency Service Number

ETTR	Estimated Time To Repair
FCC	Federal Communications Commission
FDI	Feeder Distribution Interface
FOC	Firm Order Commitments
HFC	Hybrid Fiber-Coax
IDLC	Integrated Digital Loop Carrier
IILC	Information Industry Liaison Committee
ILEC	Incumbent Local Exchange Carrier
IN	Intelligent Network
interLATA	Local Access Transport Area
intraLATA	Local Access Transport Area
ISDN	Integrated Services Digital Network
ISUP	Integrated Services digital network User Part
IXC	Interexchange Carrier
LCC	Local Communications Channel
LEC	Local Exchange Company
LIDB	Line Information Database
LNP Database	Local Number Portability
LOA	Letter of Authorization
LRN	Local Routing Number
MDF	Main Distributing Frame
MECAB	Multiple Exchange Carrier Access Billing
MECOD	Multiple Exchange Carrier Ordering and Design
MF	Multi-Frequency
MRVT	MTP Routing Verification Test
MSAG	Master Street Address Guide
MSC	Mobile Switching Center
MTP	Message Transfer Part
MTTR	Mean Time To Repair
NI	Network Interface
NOF	Network Operations Forum
NPA	Numbering Plan Area
NRCs	Non-Recurring Charges
NIU	Network Interface Unit
OASP	Other Access Service Provider
OC-12	Optical Carrier, Level 12
OC-192	Optical Carrier, Level 192
OC-3	Optical Carrier, Level 3
OC-48	Optical Carrier, Level 48
OCN	Operating Company Number
OSS Databases	Operations Support Systems
PBX	Private Branch Exchange
PIC	Presubscribed Interexchange Carrier
POI	Point of Interconnection
POP	Point of Presence
POTs	Plain Old Telephone Service
PRI	Primary Rate Interface (1 of 2 interfaces for ISDN)
PSAP	Public Safety Answering Point
PTD	Plant Test Date

PUC	Public Utilities Commission
RCF	Remove Call Forwarding
ROW	Right of Way
RT	Remote Terminal
SAG	Service Address Guide
SAI	Serving Area Interface
SCAI	Switch-to-Computer Applications Interface
SCCP	Signaling Correction Control Part
SCPs	Service Control Point or Signal Control Point
SLC	Subscriber Loop Carrier
SLU	Straight Line Under
SMDF	Subscriber Main Distributing Frame
SMS	Service Management System
SONET	Synchronous Optical Network
SPOC	Single Point of Contact
SPOIs	Signaling Points of Interconnect
SRVT	SCCP Routing Verification Test
SS7	Signaling System 7
SSP	Service Switching Point
STS	Synchronous Transport Signal
TCAP	Transactional Capabilities Application Part
TLN	Telephone Line Number
TMDF	Trunk Main Distributing Frame
TMN	Telecommunications Management Network
TSLRIC	Total Service Long Run Incremental Cost
TSP	Telecommunication Service Priority
UDLC	Universal Digital Loop Carrier
ULS	Unbundled Local Switching
VRU	Voice Response Unit
VT	Virtual Tributaries
WORD	Work Order Record and Detail
WTN	Working Telephone Number