

NANCY B. WHITE
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404)335-0710

January 30, 1997

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

RE: Docket No. 960833-TP;960846-TP;960916-TP

Dear Mrs. Bayo:

Enclosed please find for filing one original and 15 copies of BellSouth's Proposed Language and Rationale regarding the unresolved and disputed contract provisions contained within the proposed BellSouth and AT&T Interconnection Agreement. Some of the issues that are unresolved were not arbitrated. Although BellSouth has filed proposed language and rationale on those issues, BellSouth does not believe the issues are properly before this Commission and AT&T should not be permitted to raise them at this time. Further, BellSouth is submitting within this filing its proposed Price Schedule for Part IV and BellSouth's proposed Attachment 15. The joint filing with AT&T will not include these items.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG 2 _____
- LIN 5 _____
- OPC _____
- RCR _____
- SEC 1 _____
- WAS _____
- OTH _____

Sincerely,

Nancy B. White

Nancy B. White

cc: Parties of Record
A. M. Lombardo
R. G. Beatty
W. J. Ellenberg

DOCUMENT NUMBER-DATE
01153 JAN 30 97
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
DOCKET NO. 960916-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Federal Express this 30th day of January, 1997 to the following:

Staff Counsel
Florida Public Service
Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Floyd R. Self, Esq.
Norman H. Horton, Jr., Esq.
Messer, Caparello, Madsen,
Goldman & Metz, P.A.
215 South Monroe Street
Suite 701
Tallahassee, FL 32302-1876
(904) 222-0720

Brad Mutschelknaus
Kelley Drye & Warren, L.L.P.
Suite 500
1200 19th Street, N.W.
Washington, D.C. 20036

Nancy B. White
(30)

CERTIFICATE OF SERVICE
DOCKET NO. 960833-TP
DOCKET NO. 960846-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express this 30th day of January, 1997 to the following:

Tracy Hatch
AT&T Communications of the
Southern States, Inc.
101 North Monroe Street
Suite 700
Tallahassee, FL 32301
(904)425-6364
(904)425-6343 (fax)

Donna Canzano
Florida Public Service
Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399
(904)413-6204

Robin D. Dunson, Esq.
1200 Peachtree Street, NE
Promenade I, Room 4038
Atlanta, GA 30309
(404)810-8689

Mark A. Logan, Esq.
Brian D. Ballard, Esq.
Bryant, Miller & Olive, P.A.
201 S. Monroe Street
Tallahassee, FL 32301
(904)222-8611

Richard D. Melson, Esq.
Hopping Green Sams & Smith
123 South Calhoun Street
Tallahassee, FL 32314
(904)222-7500

Nancy B. White (m)

ORIGINAL
FILE 68649

**Mediation of AIN Services
Issue Subject of Arbitration
Issue 1A**

Contract Provision in Dispute--

Attachment 2, Section 12.2.10.1.1

BellSouth's Proposed Language--

12.2.10.1.1 DELETE

BellSouth's Rationale for Position--

The language of section 12.2.10.1 of Attachment 2 incorporates the decision of the Commission regarding the issue of mediation. The FCC in its *First Order and Report* deferred to the state commissions on the issue regarding mediation for AIN services. This Commission has conducted that inquiry and has accumulated a record. The Commission specifically found a sufficient record to warrant BellSouth's request for a mediation device. AT&T's proposed language requires BellSouth to provide access through mediation with complete parity. It is acknowledged by BellSouth that there is a slight delay, however not a significant delay, when access through mediation occurs. The slight delay is overshadowed by the network security gained through the mediation device.

The Florida commission has a sufficient record to authorize the use of mediation and the language of 12.2.10.1 reflects that decision. Section 12.2.10.1.1 should be deleted.

**Nonrecurring charges for Unbundled Network Elements
Not Subject of Arbitration Proceeding
(AT&T's Categorization Issue 1B)**

Contract Provision in Dispute--

Part II, section 30.7

BellSouth's Proposed Language--

30.7 BellSouth shall charge AT&T the rates set forth in Part IV when directly interconnecting any network element or combination to any other network element or combination. If BellSouth provides such service to an affiliate of BellSouth, that affiliate shall pay the same charges.

BellSouth's Rationale for Position--

The Commission decision regarding pricing is clear and BellSouth has set forth the nonrecurring charges for unbundled elements in its price schedule as delineated by the Commission. AT&T's proposal would not allow BellSouth to recover its costs in provisioning the network element or combination as requested by AT&T. The costs associated with providing a service, even an unbundled service, are different than when such service is being provided to one's own customers. Such rates for the network elements and combinations must, pursuant to section 252(d) of the Act, be based on cost and may include a reasonable profit.

Further, the issue raised in 30.7 was not specifically addressed by AT&T in its arbitration petition nor in the arbitration proceeding itself. AT&T's pricing and cost witnesses certainly had the opportunity to discuss the issue in the testimony filed. At this time in the proceeding, AT&T should not be allowed to bring new issues before the Commission for its consideration.

**Pricing
Subject of Arbitration
Issue 1B**

Contract Provisions in Dispute--

Part IV - Pricing

BellSouth's Proposed Language--

See attached Price Schedule.

BellSouth's Rationale for Position

BellSouth's proposed price schedule contains all of the Commission ordered rates. These rates are found on pages 3, 4, and 6. The Commission did not order specific rates for a number of services including AIN, physical and virtual collocation, rights of way and conduit access, intermediary transport, LIDB validation, 800 access screening, Calling Name query and DA Interconnection. Where BellSouth has proposed an interim rate, it is duly noted by footnote. BellSouth is proposing interim rates so that if AT&T requires such services prior to the establishment of a permanent rate, there will be a rate available.

BELLSOUTH RATES - FLORIDA

| RATE ELEMENT | PROPOSED RATES | | | |
|--|------------------------|--|--------------|--|
| | MONTHLY RECURRING | | NONRECURRING | |
| AIN RELATED SERVICES | | | | |
| Mediation (1) | Cost plus contribution | | | |
| Service Creation Tools | | | | |
| PortEdge Service Limited Service Offering (2) | | | | |
| 1. Service Establishment (per state) | | | | |
| (a) Initial Setup | -- | | \$ 300.00 | |
| 2. Service Charge | | | | |
| (a) AdWatch Service (per wire center) | \$ 4.95 | | \$ 20.00 | |
| (b) DesignEdge Service (per subscriber per state) | | | \$ 10.00 | |
| 3. Port Connection | | | | |
| (a) Dial/Shared Access | -- | | \$ 150.00 | |
| (b) ISDN Access | -- | | \$ 350.00 | |
| 4. User Identification Codes | | | | |
| (a) Per User ID Code | -- | | \$ 75.00 | |
| 5. Security Card (per User ID Code) | | | | |
| (a) Initial or Replacement | -- | | \$ 70.00 | |
| 6. Storage | | | | |
| (a) Per Unit | \$ 1.00 | | -- | |
| 7. Session | | | | |
| (a) Per Minute | \$ 0.03 | | -- | |
| 8. Company Performed Session | | | | |
| (a) Per Minute | \$ 2.00 | | -- | |
| DesignEdge Service Limited Service Offering (2) | | | | |
| 1. Service Establishment Charge (per state) | | | | |
| (a) Initial Setup | -- | | \$ 500.00 | |
| 2. Trigger Access Charge (Per trigger, per DN) | | | | |
| (a) Terminating Attempt | -- | | \$ 10.00 | |
| (b) Off-hook Delay | -- | | \$ 10.00 | |
| (c) Off-hook Immediate | -- | | \$ 10.00 | |
| (d) 10-digit PODP | \$ 10.00 | | \$ 15.00 | |
| (e) CDP | -- | | \$ 10.00 | |
| (f) Feature Code | -- | | \$ 10.00 | |
| 3. Basic Messaging Element Charge | | | | |
| (a) Per basic messaging element | \$ 0.02 | | -- | |
| 4. DesignEdge Type 1 Node Charge (per DesignEdge service subscription) | | | | |
| (a) Per node, per basic messaging element | \$ 0.005 | | -- | |
| 5. SCP Storage Charge (per PortEdge service account) | | | | |
| (a) Per 100 Kilobytes (or fraction thereof) | \$ 1.00 | | -- | |
| 6. DesignEdge service Monthly Report | | | | |
| (a) Per DesignEdge service subscription | \$ 2.00 | | \$ 8.00 | |
| Note(s): | | | | |
| 1. This service is under development. | | | | |
| 2. The Commission did not order rates for AIN services. The rates displayed reflect BellSouth's proposed rates. They are based on existing Florida market trial rates. | | | | |

BELLSOUTH RATES - FLORIDA

| RATE ELEMENT | PROPOSED RATES | | | |
|---|-------------------|-------|--------------|----------------|
| | MONTHLY RECURRING | | NONRECURRING | |
| AIN RELATED SERVICES (Cont'd) (1) | | | | |
| Design Edge Service (Cont'd) | | | | |
| 7. DesignEdge service Special Study | | | | |
| (a) Per DesignEdge service subscription | -- | \$ | 10.00 | |
| 8. DesignEdge service Call Event Report | | | | |
| (a) Per DesignEdge service subscription | \$ | 2.00 | \$ | 8.00 |
| 9. DesignEdge service Call Event Special Study | | | | |
| (a) Per DesignEdge service subscription | -- | | \$ | 10.00 |
| COLLOCATION - VIRTUAL (2) | | | | |
| COLLOCATION - PHYSICAL (3) | | | | |
| Application Fee | | | \$ | 3,850.00 |
| Space Preparation Fee | | | | ICB |
| Space Construction Fee | | | \$ | 4,500.00 |
| Cable Installation - Per Entrance Cable | | | \$ | 2,750.00 |
| Floor Space Zone A, Per Square Foot | \$ | 7.50 | | |
| Floor Space Zone B, Per Square Foot | \$ | 6.75 | | |
| Power, Per AMP | \$ | 5.00 | | |
| Cable Support Structure, Per Entrance Cable | \$ | 13.35 | | |
| POT Bay (Optional Point of Termination Bay) | | | | |
| 2-Wire | \$ | 0.40 | | |
| 4-Wire | \$ | 1.20 | | |
| DS1 | \$ | 1.20 | | |
| DS3 | \$ | 8.00 | | |
| Cross-Connects | | | | |
| 2-Wire Analog | \$ | 0.30 | \$ | 15.20 - First |
| | | | \$ | 15.20 - Add'l |
| 4-Wire Analog | \$ | 0.50 | \$ | 15.20 - First |
| | | | \$ | 15.20 - Add'l |
| DS1 | \$ | 8.00 | \$ | 155.00 - First |
| | | | \$ | 27.00 - Add'l |
| DS3 | \$ | 72.00 | \$ | 155.00 - First |
| | | | \$ | 27.00 - Add'l |
| Security Escort | | | | |
| Basic - 1st half hour | | | \$ | 41.00 |
| Overtime - 1st half hour | | | \$ | 48.00 |
| Premium - 1st half hour | | | \$ | 55.00 |
| Basic - additional | | | \$ | 25.00 |
| Overtime - additional | | | \$ | 30.00 |
| Premium - additional | | | \$ | 35.00 |
| Note(s): | | | | |
| 1. The Commission did not order rates for AIN services. The rates displayed reflect BellSouth's proposed rates. They are based on existing Florida market trial rates. | | | | |
| 2. The Commission ordered BellSouth to file a TSLRIC cost study for virtual and physical collocation. The rates displayed are BellSouth's proposed interim rates and are set forth in Section E20 of the Access Service Tariff. | | | | |
| 3. The Commission ordered BellSouth to file a TSLRIC cost study for virtual and physical collocation. The rates displayed are BellSouth's proposed interim rates. | | | | |

BELLSOUTH RATES - FLORIDA

| RATE ELEMENT | PROPOSED RATES | | | |
|--|-------------------|-----------|---|---------|
| | RATE PER YEAR | | NONRECURRING | |
| ACCESS TO POLES, DUCTS AND CONDUITS AND RIGHTS OF WAY (1) | | | | |
| - Poles | \$ 4.20 | | | |
| - Conduit, per foot | \$ 0.56 | | | |
| - Work performed by BellSouth employees as developed in accordance with FCC Accounting Rules | | | Loaded labor rate as developed in accordance with FCC Accounting Rules for work performed by BST employees. | |
| RATE ELEMENT | PROPOSED RATES | | | |
| | MONTHLY RECURRING | | NONRECURRING | |
| UNBUNDLED EXCHANGE ACCESS LOOPS | | | | |
| - 2 Wire Analog Voice Grade Loop | \$ 17.00 | \$ 140.00 | | - First |
| | | \$ 42.00 | | - Add'l |
| - 4 Wire Analog Voice Grade Loop | \$ 30.00 | \$ 141.00 | | - First |
| | | \$ 43.00 | | - Add'l |
| - 2 Wire ISDN Digital | \$ 40.00 | \$ 306.00 | | - First |
| | | \$ 283.00 | | - Add'l |
| - 4 Wire DS1 Digital Grade Loop | \$ 80.00 | \$ 540.00 | | - First |
| | | \$ 465.00 | | - Add'l |
| LOCAL TRANSPORT | | | | |
| Dedicated Transport | | | | |
| - DS1 per Facility Termination | \$ 59.75 | \$ 100.49 | Int | |
| - DS1 per Mile | \$ 1.60 | | | |
| - DS1 per Facility Termination, per mou | \$ 0.0005 | | | |
| Common Transport | | | | |
| - Facility Termination, per mou | \$ 0.00036 | | | |
| - Per mile | \$ 0.000012 | | | |
| CALL TRANSPORT AND TERMINATION (Compensation for Exchange of Local Traffic) | | | | |
| End Office Interconnection, per mou | \$ 0.002 | | | |
| Tandem Interconnection, mou | \$ 0.00325 | | | |
| LOOP CHANNELIZATION SYSTEM (inside C.O.) | | | | |
| - Per system | \$ 480.00 | \$ 350.00 | | - First |
| | | \$ 90.00 | | - Add'l |
| - Per C. O. Channel Interface - Voice | \$ 1.50 | \$ 5.75 | | - First |
| | | \$ 5.50 | | - Add'l |
| Note(s): | | | | |
| 1. The Commission did not order rates for rights-of-way. The rates displayed reflect BellSouth's proposed rates that are the cable television rates in effect today. | | | | |

BELLSOUTH RATES - FLORIDA

| RATE ELEMENT | PROPOSED RATES | | | |
|--|-------------------|-----|--------------|------------------|
| | MONTHLY RECURRING | | NONRECURRING | |
| NETWORK INTERFACE DEVICE (NID) | | | | |
| - per line, per month | \$ 0.76 | Int | | |
| END OFFICE SWITCHING | | | | |
| End Office Switching, usage, per mou | \$ 0.0175 | | | - First |
| Tandem Switching, per mou | \$ 0.0050 | | | - Add'l |
| Tandem Intermediary Charge (1) | \$ 0.0029 | | | |
| Unbundled Ports | | | | |
| - 2 Wire Analog Port, per line, per month | \$ 2.00 | | \$ 38.00 | - First |
| | | | \$ 15.00 | - Add'l |
| - 4 Wire Analog Port | \$ 10.00 | Int | \$ 38.00 | Int - First |
| | | | \$ 15.00 | Int - Add'l |
| - 2 Wire ISDN Port | \$ 13.00 | | \$ 88.00 | - First |
| | | | \$ 66.00 | - Add'l |
| - 2 Wire DID (2) | TBD | | TBD | - First |
| | | | TBD | - Add'l |
| - 4 Wire ISDN (2) | TBD | | TBD | - First |
| | | | TBD | - Add'l |
| - 4 Wire DS1 | \$ 125.00 | | \$ 112.00 | - First |
| | | | \$ 91.00 | - Add'l |
| - Rotary Service (hunting) | \$ 0.25 | | \$ 3.00 | |
| UNBUNDLED SIGNALING | | | | |
| CCS7 Signaling Connections (Links), 56 Kbps | \$ 5.00 | | \$ 400.00 | |
| CCS7 Signaling Termination (Port) | \$ 113.00 | | | |
| CCS7 Signaling Usage | | | | |
| - Refers to the messages traversing the BellSouth signaling network for call set-up and non-call set-up purposes. | \$ 0.00001 | | | Call set-up msg. |
| | \$ 0.00004 | | | TCAP msg. |
| CCS7 Signaling Usage Surrogate, 56 Kbps facility (3) | \$ 64.00 | | | |
| SERVICE CONTROL POINTS | | | | |
| Line Information Database Access Service (LIDB) | | | | |
| Validation (FCC No. 1, Sec. 19) (4) | | | | |
| - LIDB Common Transport, per query | \$ 0.00030 | | | |
| - LIDB Validation, per query | \$ 0.03800 | | | |
| - Orig. Point Code Establishment or Change, per estab. or change | | | \$ 91.00 | |
| Note(s): | | | | |
| 1. The Commission did not order a rate for this service. The intermediary service allows an ALEC call to be transported across the BellSouth network and terminate at another telecommunications carrier. BellSouth's proposed rate is indicated here. | | | | |
| 2. The Commission did not order a rate for this element. | | | | |
| 3. Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage will be billed on a per 56 Kbps facility basis. | | | | |
| 4. The Commission did not order a rate for this element. BellSouth's proposed rates reflect BellSouth's | | | | |

BELLSOUTH RATES - FLORIDA

tariffed rates as set forth in Section 19, FCC No. 1.

BELLSOUTH RATES - FLORIDA

| RATE ELEMENT | PROPOSED RATES | | | |
|---|-------------------|----------|--------------|---------|
| | MONTHLY RECURRING | | NONRECURRING | |
| SERVICE CONTROL POINTS (Cont'd) | | | | |
| 800 Access Ten Digit Screening Service (1) | | | | |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/800 Number Delivery, per query | \$ 0.004 | | | |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/800 Number Delivery, for 800 Numbers, w/ Optional Complex Features, per query | \$ 0.0045 | | | |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, per query | \$ 0.004 | | | |
| - Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, w/Optional Complex Features, per query | \$ 0.0045 | | | |
| - Reservation Charge per 800 Number reserved | | \$ 28.50 | | - First |
| | | \$ 0.50 | | - Add'l |
| - Establishment Charge per 800 number established w/ 800 Number Delivery | | \$ 59.50 | | - First |
| | | \$ 1.50 | | - Add'l |
| - Est. Charge per 800 number est. w/POTS Number Deliver | | \$ 59.50 | | - First |
| | | \$ 1.50 | | - Add'l |
| - Customized Area of Service Per 800 Number | | \$ 3.00 | | - First |
| | | \$ 1.50 | | - Add'l |
| - Multiple InterLATA Carrier Routing per carrier requested, per 800 number | | \$ 3.50 | | - First |
| | | \$ 2.00 | | - Add'l |
| - Change Charge per request | | \$ 43.50 | | - First |
| | | \$ 0.50 | | - Add'l |
| - Call Handling and Destination Features per 800 number | | \$ 3.00 | | |
| Calling Name (CNAM) Query Service - DataBase Owner (2) | | | | |
| - per query | \$ 0.016 | | | |

Note(s):

1. The Commission did not order a rate for this service. BellSouth's proposed rates reflect BellSouth's tariffed rates as set forth in E6 and E13.3 of the Access Service Tariff (AST).
2. The Commission did not order a rate for this service. The rate reflected here is BellSouth's proposed rate.

BELLSOUTH RATES - FLORIDA

| RATE ELEMENT | PROPOSED RATES | | | |
|---|------------------------|-----|--------------|-------------|
| | MONTHLY RECURRING | | NONRECURRING | |
| OPERATOR CALL PROCESSING ACCESS SERVICE | | | | |
| - Operator Provided Call Handling, per min. | \$ 1.00 | | | |
| - Automated Call Handling, per attempt | \$ 0.10 | | | |
| - Busy Line Verification, per call | \$ 0.80 | | | |
| - Emergency Interrupt, per call | \$ 1.00 | | | |
| DIRECTORY ASSISTANCE (DA) ACCESS SERVICE | | | | |
| DA Call Completion Access Service, per attempt | \$ 0.03 | | | |
| Number Services Intercept, per query | \$ 0.01 | | | |
| DA Access Service Call, per call | \$ 0.25 | | | |
| DA Transport | | | | |
| - Sw. Local Channel - DS1 Level, per LC | \$ 133.81 | Int | \$ 866.97 | Int - First |
| | | | \$ 486.83 | Int - Add'l |
| - Sw. Dedicated Transport - DS1 level, Per Mile | \$ 16.75 | Int | | |
| - Facilities Termination | \$ 59.75 | Int | \$ 100.49 | Int |
| - Switched Common Transport, per DA Acc. Svc. Call | \$ 0.00030 | | | |
| - Switched Common Transport, per DA Svc. Call Mile | \$ 0.00001 | | | |
| - Access Tandem Switching, per DA Acc. Svc. Call | \$ 0.00055 | | | |
| - DA Interconnection, per DA Acc. Svc. Call (1) | \$ 0.00269 | | | |
| - Installation, trunk side svc., per trunk or signaling connection (1) | | | \$ 915.00 | - First |
| | | | \$ 263.00 | - Add'l |
| DA Database Service | | | | |
| - Use Fee, per listing | \$ 0.001 | | | |
| - Monthly recurring charge | \$ 100.00 | | | |
| Direct Access to DA Service | | | | |
| - DADAS Service Establishment Charge | | | \$ 820.00 | |
| - DADAS Database Service Charge, per month | \$ 5,000.00 | | | |
| - DADAS per Query | \$ 0.01 | | | |
| OLEC DAILY USAGE FILE (ODUF) (2) | | | | |
| 1. Recording Service (only applied to unbundled operator services messages), per message | \$ 0.008 | | | |
| 2. Message Distribution, per message | \$ 0.004 | | | |
| 3. Data Transmission, per message | \$ 0.001 | | | |
| ELECTRONIC INTERFACE (3) | | | | |
| | Cost plus contribution | | | |
| LERG REASSIGNMENT (4) | | | | |
| ROUTE INDEX PORTABILITY HUB (4) | | | | |
| Note(s): | | | | |
| 1. The Commission did not order a rate for this service. The rates reflected herein are BellSouth's proposed rates. | | | | |
| 2. These rates represent negotiated rates between BellSouth and AT&T. | | | | |
| 3. Applies to all ALEC-specific applications. | | | | |
| 4. AT&T and BellSouth shall pay its own costs in the provision of interim number portability. AT&T and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP. | | | | |

BELLSOUTH RATES - FLORIDA

| RATE ELEMENT | PROPOSED RATES | | | |
|---|----------------------|--|--------------|--|
| | MONTHLY RECURRING | | NONRECURRING | |
| LOCAL NUMBER PORTABILITY (1) | | | | |
| Service Provider Number Portability - Remote | | | | |
| Service Provider Number Portability - Direct Inward Dialed (DID) | | | | |
| | | | | |
| Note(s): | | | | |
| 1. AT&T and BellSouth shall pay its own costs in the provision of interim number portability. AT&T and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP. | | | | |

**Provision of All Contract Service
Arrangement Contracts to AT&T
Not Subject of Arbitration
(AT&T Categorization--Issue 3)**

Contract Provision in Dispute--

Part I, Section 25.5.2

BellSouth's Proposed Language--

25.5.2 If AT&T identifies a specific CSA, BellSouth shall provide AT&T a copy within ten (10) business days of AT&T's request.

BellSouth's Rationale for Position--

Pursuant to the Commission's decision, BellSouth will make available to AT&T CSAs for purposes of resale. AT&T is now requesting that BellSouth provide it with all existing CSAs between BellSouth and its customers. In effect, AT&T is asking BellSouth to provide a marketing list to AT&T.

As the Commission will recall from the testimony at the arbitration hearing, the CSA tariff authorizes BellSouth to price a tariffed service differently in order to meet competition. In such circumstances there are already competitive alternatives to the existing services. In making its decision to authorize the resale of CSAs, it was not the intent of the Commission to require BellSouth to turn over all of its CSA customers where BellSouth has gained the customer through a competitive offer. To require such would give AT&T an unfair marketing advantage. Rather, when AT&T identifies a specific customer who obtains service pursuant to a CSA, BellSouth will provide a copy of that CSA to AT&T. This fairly balances the obligations and opportunities between BellSouth and AT&T.

This issue was not specifically addressed by AT&T in its arbitration petition nor in the arbitration proceeding itself. The issue is not related to the Commission's decision regarding the resale of CSAs nor is compliance with AT&T's request required by the Act. At this time in the proceeding, AT&T should not be allowed to bring new issues before this Commission for its consideration.

**Service Parity Measures
Issue Subject of Arbitration
Issue 7**

Contract Provisions in Dispute--

General Terms and Conditions, 12.1, 12.2, 12.3, Attachment 12

BellSouth's Proposed Language--

12. Performance Measurement

12.1 In providing Services and Elements, BellSouth will provide AT&T with the quality of service BellSouth provides itself and its end users. BellSouth agrees to measure and report to AT&T its performance as required by Attachment 12 of this Agreement.

12.2 BellSouth and AT&T agree that there may be a need to change or amend the measures required by Attachment 12 and therefore agree to review the measures as required in Attachment 12.

12.3 DELETE

BellSouth's Rationale for Position--

The Commission's decision clearly stated that "BellSouth provide to AT&T and MCI telecommunications services for resale and access to unbundled network elements at the same level of quality that it provides to itself and its affiliates." BellSouth's proposal does not stray from the Commission's decision. The measurements contained in Attachment 12 will, upon completion of the necessary adjustments to BellSouth's measurement systems, report BellSouth's performance for AT&T vis a vis its own retail customers. To adapt specific "bogeys" as proposed by AT&T is to go beyond the intent of the Commission. Further, the measurements proposed by BellSouth will only require modification to BellSouth's current measurements systems. Those measurements that are not on BellSouth's proposal but are on AT&T's are not currently tracked and measured today for BellSouth's own retail purposes.

Attachment 12
Service Parity Measurements

1. Performance Measurements

- 1.1 BellSouth, in providing Services to AT&T pursuant to this Agreement, shall provide AT&T the same quality of service that BellSouth provides itself and its end-users. This attachment includes measurements for those requirements. The Parties have agreed to four (4) categories: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); and (4) LIDB.
- 1.2 Except as provided below, all measurements shall be measured on a monthly basis and shall be reported to AT&T in a mutually agreed upon format which will enable AT&T to compare BellSouth's performance for itself with respect to BellSouth's performance for AT&T for the same specific measure. Separate measurements shall be provided for residential customers and business customers.
- 1.3 Measurements in this Agreement shall be reviewed by AT&T and BellSouth annually to determine if any additions or changes to the measurements shall be required.

2. Provisioning Measurements

- 2.1 BellSouth will use its best efforts to implement the performance measurements as delineated in Section 2.2 within six months of the effective date of this Agreement.
- 2.2 Installation functions performed by BellSouth will be measured in the following manner:

Percent Central Office Completions in 0 to 1 days (Includes all N, T, and C order activity requiring Central Office work). This measurement shall reflect all CLEC activity vis a vis BellSouth activity.

Percent Installations Provisioned in 5 calendar days

Percent Missed Appointments

Percent Trouble Reports within 30 days of a Service Order (Measures Percent of Total Trouble Reports caused by Troubles on Access lines with Service Order Activity)

Percent Firm Order Confirmations provided within 24 hours

Percent Notice of Order Reject or Error within 1 hour of receipt

3. Maintenance Measurements

3.1 The maintenance measurements set forth in 3.2 shall be implemented on the effective date of this Agreement.

3.2 Maintenance functions performed by BellSouth will be measured in the following manner:

Percent Out of Service (OOS) Troubles Cleared within 24 hours

Percent Missed Appointments for BellSouth reasons

Repeat Trouble Reports in 30 days

Percent Calls Answered within 20 seconds. This measurement shall reflect all CLEC activity vis a vis BellSouth activity.

4. Billing (Customer Usage Data)

4.1 BellSouth and AT&T will incorporate the OLEC Daily Usage File (ODUF) service into the BellSouth and AT&T Future Optimum State (FOS) billing Forum. Said forum will develop the appropriate billing measurements for service parity.

5. Billing (Connectivity Billing and Recording)

5.1 BellSouth and AT&T will incorporate the Connectivity Billing and Recording service into the BellSouth and AT&T Future Optimum State (FOS) billing Forum. Said forum will develop the appropriate billing measurements for service parity.

6. Line Information Database (LIDB)

6.1 With the exception of 6.4 which will be implemented on the effective date of this Agreement, BellSouth shall utilize its best efforts to implement the performance measurements delineated in 6.2 and 6.3 within 6 months of the effective date of this Agreement.

6.2 Percent messages processed within one second

6.3 Percent LIDB queries handled in a round trip time of two seconds or less.

- 6.4 BellSouth and AT&T agree to establish a LIDB forum that may include representatives from other CLECs. Said forum shall determine other measurements necessary to demonstrate service parity.
- 6.5 To identify CLEC-by-CLEC performance, approximately six months development time is required.

**Reservation of Space for Emergency Purposes
Issue 11--Decided by the Commission**

Contract Provision in Dispute--

Attachment 3, 3.4.10.3

BellSouth's Proposed Language--

3.4.10.3 DELETE

BellSouth's Rationale for Position--

BellSouth will reserve space for itself for maintenance spares, that will also be utilized by BellSouth in cases of emergency, based upon a one-year forecast. Further, in compliance with the Commission's decision, BellSouth will allow any telecommunications provider to reserve such space for maintenance and emergency purposes, based upon a one-year forecast. BellSouth's position is consistent with the Commission's determination on this issue and is also the most efficient approach to the issue of use of space in cases of emergency. AT&T's position is quite the contrary. AT&T requires that BellSouth assign a full sized duct for emergencies that will be common for all occupants of the conduit space. In cases where the emergency is service affecting to more than one occupant, the access to the common emergency duct would be determined by a priority list as set forth by AT&T in its contract language. AT&T common emergency duct is simply not practical. BellSouth's experience shows that most emergencies affect all occupants of the space and therefore prioritization of need would more often than not, be an issue. Secondly, allowing all telecommunications providers to reserve a maintenance or emergency duct, totally avoids the issues of prioritization and access to the common duct. Lastly, AT&T's position is contrary to the Commission's determination. The Commission's determination provides a solution to the issue of emergencies while the AT&T language merely adds a level of complexity and will require BellSouth to reserve additional space in conduit for emergencies.

BellSouth has no objection to allowing AT&T to reserve a duct for itself for emergency purposes and then to offer to share such capacity with other telecommunications carriers willing to enter into such a sharing arrangement.

**Environmental, Health and Safety Inspections
Not Subject of Arbitration Proceeding
(AT&T's Categorization - Issue 11)**

Contract Provision in Dispute--

Attachment 3, section 3.8.3

BellSouth's Proposed Language--

3.8.3 DELETE

BellSouth's Rationale for Position--

AT&T has requested that if an environmental, health and safety inspection has been performed, including but not limited to, Phase I and Phase II site assessments, that BellSouth provide such reports to AT&T within 10 business days. BellSouth investigated this request and found that because of the nature of the interest held by BellSouth--an easement or a statutory or constitutional right to use rights of way--it was highly unlikely that BellSouth would have actual knowledge of any inspection or assessment that had been performed. Moreover, BellSouth would have to check in a great number of different departments and locations to determine if any employee knew of such an inspection or assessment. Because of the improbability of BellSouth's having such knowledge and the time and expense associated with checking to ensure that BellSouth did not have such knowledge, BellSouth has not agreed to this contractual provision. BellSouth, further states on knowledge and belief that it has not be required by law to perform such inspections or assessments on rights of way owned or controlled by BellSouth.

Further, the issue of environmental, health and safety inspections was not specifically addressed by AT&T in its arbitration petition nor in the arbitration proceeding itself. The issue is not related to the Commission's decision nor is compliance with AT&T's request required by the Act. At this time in the proceeding, AT&T should not be allowed to bring new issues before the Commission for its consideration.

**How AT&T's Facilities Will Enter and Exit Manholes;
Placement of Equipment in Manholes;
Storage of Cable and Equipment in Manholes
Issue Not Subject of Arbitration
(AT&T's Categorization - Issue 11)**

Contract Provisions in Dispute--

Attachment 3, 3.10.2.2

BellSouth's Proposed Language--

3.10.2.2 BellSouth shall designate the manner in which AT&T's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. BellSouth shall provide to AT&T space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

BellSouth's Rationale for Position--

AT&T and BellSouth have previously agreed on a procedure whereby AT&T may specify specific placement in BellSouth's conduit (see Section 3.4.3) facilities. It is important that BellSouth maintain control over the manner in which AT&T's, as well as other licensees', facilities enter and exit the conduit system (what manhole) and where licensee equipment is installed within the manhole. In retaining control, BellSouth's obligation to provide nondiscriminatory access to its conduits is more easily carried out because BellSouth has knowledge of the specific occupancy of each licensee.

AT&T has further demanded the right to store 50 feet of cable and equipment for installing and splicing fiber. Provided space is available, BellSouth is not opposed to the storage of 50 feet of cable. BellSouth is opposed to the storage of equipment because it may interfere with entry and work in the manhole by another licensees or by BellSouth. Because of BellSouth's obligation to make AT&T's right of way agreement available to all carriers, the effect of this provision is intensified. Lastly, MCI has agreed to BellSouth's proposed language.

These issues were not specifically addressed by AT&T in its arbitration petition nor in the proceeding itself. The issues are not related to the Commission's decisions of right-of-way issues nor is compliance with AT&T's

request required by the Act. At this time in the proceeding, AT&T should not be allowed to bring new issues before the Commission.

**Electronic Interfaces
Issue Subject of Arbitration
Issue 13**

Contract Provision in Dispute--

Attachment 15

BellSouth's Proposed Language--

Attachment 15, Section 3.2
Attachment 15, Section 4.6
Attachment 15, Section 5.2.6
Attachment 15, Section 6.3
Attachment 15, Section 8.3
Attachment 15, Section 9.4
Attachment 15, Section 10.1

BellSouth's Rationale for Position--

- 3.2 BellSouth has incorporated the Commission's decision regarding the distribution of costs associated with the development of the electronic interfaces.
- 4.6, 5.2.6 BellSouth's proposal clearly delineates the requirements of the joint development of the permanent interface. Some of the necessary steps must be completed in sufficient time for BellSouth to begin *the building process*. BellSouth's proposal requires the Project Plan to be fully completed eleven months prior to the expected date for the implementation of the interface. The blueprints for the interface must be complete *before the interface can be built*. AT&T's proposal would have BellSouth commit to a date for the implementation of the interface without assurance that specifications will be final.
- 6.3 Based upon BellSouth expertise in the development of interfaces and interface functionality, BellSouth must have nine months to implement the changes referenced in this Section.
- 8.3 The goal of end-to-end testing is to determine whether the interface developed is functioning pursuant to the specifications of the *interface*. The determination as to whether the interface achieves parity is not a proper subject for such testing.

- 9.4 Performance metrics are covered in Attachment 12. There is language in Attachment 12 that would allow the Parties to expand the performance measures should the need arise. The inclusion of the language here is merely overkill.
- 10.0 BellSouth has worked continuously with AT&T since early spring of 1996 on the issue of operational interfaces. Attachment 15 represents a real life assessment of what the Parties can actually accomplish over a specified period of time. AT&T only seeks to include this language to preserve its right to argue, when BellSouth files for interLATA relief, that BellSouth is not in compliance with all requirements. By requiring this language to be included in Attachment 15, AT&T is stating that while AT&T agrees to a joint development plan for AT&T's target view, they are not agreeing that they will not demand the same interfaces on a shorter time frame.

ATTACHMENT 15
INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,
MAINTENANCE AND REPAIR AND PRE-ORDERING

1. PURPOSE

1.1 This Attachment 15 sets forth the interface requirements for ordering and provisioning, maintenance and repair and pre-ordering, where AT&T provides service to its customers through resale of Local Services or through the use of unbundled Network Elements and Combinations.

1.2 For all Local Services, Network Elements and Combinations ordered under this Agreement, BellSouth will provide AT&T and its customers ordering and provisioning, maintenance, and repair and pre-ordering services within the same level and quality of service available to BellSouth, its Affiliates, and its customers.

1.3 **DELETED**

2. USE OF STANDARDS

2.1 As described below, AT&T and BellSouth agree to implement each interface based upon existing and evolving industry standards. The Parties shall transition the electronic interfaces to industry standards as those standards become available.

2.2 **DELETED**

3. REIMBURSEMENT

3.1 Reimbursement for operational interfaces shall be as determined by the appropriate regulatory agency as set forth in Part IV.

3.2 **BellSouth Proposed Language -**

In instances where BellSouth develops or modifies interfaces uniquely for AT&T, AT&T agrees to compensate BellSouth for its reasonable and demonstrable costs for such unique development.

4. INTERIM INTERFACES

4.1 The Parties have agreed upon certain interim interfaces to support Local Services, Network Elements and Combinations including:

Ordering and Provisioning
Maintenance and Repair
Pre-Ordering
 Address Validation
Service Feature Availability
Telephone Number Assignment
Appointment Scheduling
Customer Service Record Requests

- 4.2 The interim interfaces for Ordering and Provisioning for Local Services includes a jointly developed Phase 1 Electronic Data Interchange (EDI) interface operating over a value added network provider communications linkage. For BellSouth's Phase 2 EDI interface and for subsequent interim EDI implementations, AT&T agrees to use BellSouth's defined EDI interim interface. BellSouth agrees to share information regarding Phase 2 EDI interfaces, solicit AT&T's comments, and as appropriate incorporate such comments into subsequent joint testing and implementation of the interface. BellSouth is engaged in the integration of this EDI feed into a Mechanized Service Order Generation System. Errors, rejects, jeopardy notices, and in-process provisioning status reports are provided through a combination of telephone calls and facsimile exchanges.
- 4.3 For Loop and Transport Unbundled Network Elements, the interim interfaces utilize BellSouth's Access Service Request (ASR) process with manual intervention as required, including the ordering of:
- CCS-SS7 Signaling Connections/Access Links
 - Line Information DataBase (LIDB) - Validation Service
 - 800 Access Ten Digit Screening
 - Local Interconnection/Trunking Arrangements
 - Operator Services - Directory Assistance and Toll & Assistance
 - Unbundled Exchange Access Loop
- 4.4 The interim interfaces for Maintenance and Repair include:
- a) telephonic exchanges between AT&T and BellSouth maintenance and repair work center personnel; and
 - b) the use of BellSouth's TAFI interface for Plain Old Telephone Service (POTS) when available.

These will be used to accomplish the functions desired to be obtainable over the interface described in Section 5 following.

4.5 The interim interfaces for Pre-Ordering are as follows:

Address Validation - on-line Local Area Network to Local Area Network connectivity to BellSouth's Regional Street Address Guide.

Service/Feature Availability - file transfer download of BellSouth's Products/Services Inventory Management System files via the Network Data Mover Network using Connect:direct.

Telephone Number Assignment - request for and file transfer download of blocks of numbers reserved for AT&T's use via the Network Data Mover Network using Connect: direct.

Appointment Scheduling - paper standard interval guidelines.

Customer Service Record Requests - three way call between customer, AT&T service representative, and BellSouth Local Service Center representative, or facsimile exchange of customer's Letter of Agency.

4.5.1 AT&T acknowledges that BellSouth is developing additional interim interfaces that provide the capability to perform Pre-Ordering via an electronic interface using web technology. AT&T reserves the right to review specifications for such interfaces as they become available, and the right to elect to use any such interface it deems operationally and economically viable.

4.6 **DISAGREE - See Issue No. 5**

AT&T Proposed Language -

BellSouth and AT&T agree to work together to develop and implement an electronic communication interface that will replace these interim interfaces with the electronic interfaces described below. For purposes of this Attachment electronic communication interface defines a machine-to-machine or application-to-application interface and excludes an interface that provides a presentation for manual entry. As described below in Section 9, the Parties will establish a project plan and a Joint Implementation Agreement for each interface. Such project plan and Joint

Implementation Agreement will be based upon industry standards and, where necessary, mutually agreeable supplemental specifications substantially defined by March 1, 1997. Change control procedures will be established to provide for consideration of enhancements to standards which become available during the development cycle for an interface. The Parties agree to use best efforts to implement the interfaces described below no later than December 31, 1997, unless a later date is mutually agreed upon by the Parties.

BellSouth Proposed Language -

BellSouth and AT&T agree to work together to develop and implement an electronic communication interface that will replace these interim interfaces with the electronic interfaces described below. For purposes of this Attachment electronic communication interface defines a machine-to-machine or application-to-application interface. As described below in Section 9, the Parties will establish a project plan for each interface. Such project plan will be based upon industry standards where there are such standards and as industry standards are developed. Where necessary, because industry standards do not exist or are not being developed, the project plan will include mutually agreeable specifications. The industry standards and mutually agreeable specifications shall encompass the Project Plan. The Project Plan will be implemented 11 months prior to the required deployment date.

4.7 The Parties further agree to work collaboratively within the industry to establish and conform to uniform industry standards for electronic interfaces for ordering and provisioning, maintenance and repair and pre-ordering. Neither Party waives any of its rights as participants in industry forums in the implementation of the standards.

5. ELECTRONIC INTERFACES FOR ORDERING AND PROVISIONING

5.1 Local Service Resale

5.1.1 The exchange of information relating to the ordering and provisioning of Local Service, when AT&T is the customer of record for the resold service(s), will be based upon the most current interpretations of the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12 Standards as

documented by the Service Order Subcommittee (SOSC) of the Telecommunications Industry Forum/Electronic Data Interchange (TCIF/EDI) committee. The most current version of the SOSC implementation guideline for EDI is version 6.

- 5.1.2 The information exchange will be forms-based, using Local Service Request (LSR) Form, End User Information Form, and the Resale Service Form developed by the OBF. The SOSC interpretations of the 850, 860, 855, 864, 865, and 997 transactions, in accordance with the OBF forms, will be used to convey, when available and where applicable, all the necessary data to connect, modify or disconnect Local Services of BellSouth that AT&T resells, including the capability to establish directory listings and perform service suspension, denial and restoral. In the absence of SOSC interpretations of the 850, 860, 855, 864, 854, and 997 transactions, both Parties agree to use the defined EDI mappings for Phase 1 and Phase 2.
- 5.1.3 If the EDI translator of BellSouth detects a syntax error(s), BellSouth will reject the order using the 997 transaction, identifying the type of syntax error(s) and indicate to AT&T that the entire order must be resubmitted. If BellSouth detects that agreed upon data is missing or incorrect, subsequent to the EDI translator processing, BellSouth will reject the AT&T order and indicate the need for AT&T to resubmit the order. BellSouth agrees to develop an acceptable X.12 EDI transaction type for identifying and advising AT&T of missing or incorrect data.
- 5.1.4 AT&T and BellSouth will use an X.400 message standard, until it is replaced with a transaction-based protocol, and a mutually agreeable X.25 or TCP/IP based transport network for exchange of transactions. AT&T and BellSouth will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.
- 5.15 Both Parties agree to complete the defined translations, establish a query-response cycle time commitment, including but not limited to order rejection and firm order confirmation, and proceed to systems readiness testing, as more fully described in Section 7, that will result in a fully operational interface for resale of Local Service by March 31, 1997.
- 5.1.6 AT&T and BellSouth agree to adapt the interface based on evolving standards. To the extent changes to SOSC

implementation guidelines affect local service ordering, the Parties agree to use best efforts to implement such changes, including testing of changes introduced, within 7 months of the publication date of the TCIF/SOSC guidelines. This preceding target implementation obligation may be modified by mutual agreement.

5.2 Unbundled Network Elements

5.2.1 AT&T and BellSouth will use two types of orders, an infrastructure Provisioning order and a Customer Specific Provisioning order, to establish local service capabilities based upon Unbundled Network Element architecture. The Infrastructure Provisioning order notifies BellSouth of the common use Network Elements and Combinations that AT&T will require. For services covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, this notification will occur through use of an ASR. BellSouth will make periodic updates to the OLEC guide to reflect UNEs that are found to be technically feasible by the appropriate regulatory agency. For services not covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, this notification will occur through use of an Infrastructure Footprint Form. The Infrastructure Footprint Form, when applicable, and the associated ASR forms (Local Switching, Interoffice Transport, Signaling and Database, Operator Services and DA) order the Network Elements and Combinations used in common (across AT&T retail customers) and identify the geographic area AT&T expects to serve through the Network Elements and Combinations ordered. AT&T and BellSouth may mutually agree to use an alternative format for exchange of Footprint Order related information, provided that the same information content is delivered.

5.2.2 For services not covered in BellSouth's "OLEC-to-BellSouth Facility-Based" guide, BellSouth will accept the Infrastructure/Footprint Form developed by AT&T, or the mutually agreed upon equivalent format, until such time AT&T and BellSouth agree that the OBF has adopted an acceptable alternative form. In addition, BellSouth will accept a modified version of the OBF Translation Questionnaire (TQ) Form. The modified TQ will be sent to BellSouth when BellSouth must modify the routing tables for its end offices to accommodate the treatment of customer calling associated with the combination of Network Elements that AT&T is employing to deliver service. AT&T will provide the Infrastructure/Footprint Form and all associated ASR forms.

- 5.2.3 When applicable, BellSouth will accept delivery of the Infrastructure Footprint Form and the modified TQ through the ASR process, including passing of the information over a file transfer network (e.g., Network Data Mover Network) using the CONNECT:direct file transfer product unless another mutually agreeable exchange mechanism is established.
- 5.2.4 AT&T and BellSouth agree to adapt the interface based upon evolving standards. Changes to OBF ASR forms and implementation guidelines, to the extent relevant to ordering and provisioning for Local Services, will be implemented based upon industry standard implementation schedules as set by the Telecommunications Service ordering Committee of OBF. This preceding target implementation obligation may be modified by mutual agreement.
- 5.2.5 When applicable, the Customer Specific Provisioning order will be based upon OBF LSR forms. The applicable SOSC implementation guidelines described in the prior paragraphs relating to resale of BellSouth retail services also apply to the Customer Specific Provisioning orders.
- 5.2.5.1 Unbundled loops are an exception to Section 5.2.5 above. Currently, BellSouth accepts an ASR form for the ordering of unbundled loops. BellSouth will use best efforts to adopt the LSR as the ordering document within 7 months of the published release of the TCIF/SOSC standard for ordering unbundled loops via EDI.
- 5.2.6 **DISAGREE - See Issue No. 5**

AT&T Proposed Language -

When applicable, BellSouth agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Service Form (which may ultimately be renamed the Loop Element form) and Port Form (which may ultimately be renamed the Switch Element Form) developed by the OBF. The SOSC interpretation of 850, 860, 855, 864, 865, and 997 transactions, in accordance with the OBF forms, will be used to convey all the necessary data to connect, modify or disconnect BellSouth's customer-specific UNEs employed by AT&T to deliver Local Services. All EDI-based transactions for ordering BellSouth's customer-specific UNEs will occur over the interface utilized by AT&T ordering Local Service for resale. Errors and rejections of orders will be treated as described in the paragraphs relating to

resale of BellSouth Local Services. Customer-specific elements include, but are not limited to, the customer loop, the network interface device, the customer-dedicated portion of the local switch and any combination thereof.

BellSouth Proposed Language -

When applicable, BellSouth agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Service Form (which may ultimately be renamed the Loop Element form) and Port Form (which may ultimately be renamed the Switch Element Form) developed by the OBF. The SOSC interpretation of 850, 860, 855, 864, 865, and 997 transactions, in accordance with the OBF forms, will be used to convey all the necessary data to connect, modify or disconnect BellSouth's customer-specific UNEs employed by AT&T to deliver Local Services. If consistent with the Project Plan developed in section 4.6, all EDI-based transactions for ordering BellSouth's customer-specific UNEs will occur over the interface utilized by AT&T ordering Local Service for resale. Errors and rejections of orders will be treated as described in the paragraphs relating to resale of BellSouth Local Services. Customer-specific elements include, but are not limited to, the customer loop, the network interface device, the customer-dedicated portion of the local switch and any combination thereof.

- 5.2.7 AT&T and BellSouth will use an X.400 message standard, until it is replaced by a transaction-based protocol, and a mutually agreeable X.25 or TCP/IP based network to exchange requests. AT&T and BellSouth will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions. Both Parties agree to complete the defined transactions, establish a query-response cycle time commitment, including but not limited to order rejection and firm order confirmation, and proceed to systems readiness testing, as more fully described in Section 8, that will result in an operational interface for ordering UNEs by December 31, 1997. AT&T and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to SOSC implementation guidelines affect local service ordering and provisioning for customer specific unbundled Network Elements and Combinations, the Parties agree to use best efforts to implement such changes, including testing of changes introduced, within 7 months of the publication date of the TCIF/SOSC guidelines. This preceding

target implementation obligation may be modified by mutual agreement.

5.3 Treatment of 860 Messages

5.3.1 BellSouth will accept an 860 transaction that contains the complete refresh of the previously provided order information (under the original 850 transaction) simultaneously with the supplemental (new/revised) information from AT&T. This treatment with respect to the 860 transaction will be accepted by both Parties until the SOSC explicitly clarifies the information exchanges associated with supplementing orders or AT&T and BellSouth mutually agreed to change the treatment. AT&T and BellSouth will agree upon a mutually acceptable time frame for adapting their internal systems to accommodate any alteration to treatment of the 860 message described in this paragraph. In no event will the time frame for adaptation extend more than one year past the date the SOSC initiated change or AT&T and BellSouth agreeing to modify the treatment of 860 messages.

6. ELECTRONIC INTERFACES FOR MAINTENANCE AND REPAIR

6.1 Maintenance and repair information exchange will be transmitted over the same interface according to the same content definition both for resold BellSouth retail Local Services and for services AT&T provides using a Network Elements or Combinations.

6.2 When technically feasible, AT&T and BellSouth will, for the purpose of exchanging fault management information, establish an electronic bonding interface, based upon ANSI standards T1.227-1995 and T1.228-1995, and Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents. The Parties acknowledge that the present version of these standards supports different functions for different Network elements. Where a function is not presently supported for a given Network Element, the Parties agree to work collaboratively within the industry for its inclusion in future releases of the standards. The Parties will use and acknowledge functions currently implemented for reporting access circuit troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification and Cancel Trouble Report, all

of which are fully explained in clauses 6 and 9 of ANSI T1.228-1995.

6.3 **DISAGREE - See Issue No. 5**

AT&T Proposed Language -

AT&T and BellSouth will exchange requests over a mutually agreeable X.25 based network or if mutually agreeable, a TCP/IP based network may be employed. AT&T and BellSouth will translate maintenance requests or responses originating in their internal processes into the agreed upon attributes and elements. Both Parties agree to complete the defined translations, and proceed to systems readiness testing that will result in an operational interface for local service delivery by the date set forth in Section 4.6 above upon delivery of the mutually agreed upon requirements. AT&T and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to NOF, ECIC or T1M1 standards affect the maintenance and repair functionality for Local Services, the Parties agree to use best efforts to implement such changes, including testing of changes introduced, within 7 months of the publication of the standard by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

BellSouth Proposed Language

AT&T and BellSouth will exchange requests over a mutually agreeable X.25 based network or if mutually agreeable, a TCP/IP based network may be employed. AT&T and BellSouth will translate maintenance requests or responses originating in their internal processes into the agreed upon attributes and elements. Both Parties agree to complete the defined translations, and proceed to systems readiness testing that will result in an operational interface for local service delivery by the terms set forth in Section 4 upon delivery of mutually agreed upon requirements. AT&T and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to NOF, ECIC or T1M1 standards affect the maintenance and repair functionality for Local Services, such changes will be implemented based upon a mutually agreeable schedule, but in no case will the time for adoption, including testing of changes introduced, extend more than 9 months beyond the date of final closure and published electronic interface standard by the relevant ATIS committee or

subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

7. ELECTRONIC INTERFACES FOR PREORDERING

7.1 Transaction-Based Information Exchange

new language

7.1.3 AT&T and BellSouth will translate preordering data elements used in their internal processes into the *agreed upon forms and EDI*. Both Parties will complete the defined translations, establish query-response cycle time commitments, including but not limited to notification of message acknowledgments and message rejections, and proceed to systems readiness testing, as covered in more detail in Section 7, that will result in a fully operational interface for local service delivery. The implementation date for this interface will be as stated in Section 4.6. This preceding target implementation obligation may be modified by mutual consent.

7.1.4 AT&T and BellSouth agree to adapt the interface based upon evolving standards. To the extent changes to OBF or SOSC EDI implementation guideline related to preordering functionality, the Parties agree to use best efforts to implement such changes, including test of the changes introduced within 7 months of the date of published electronic interface standards by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by *mutual agreement*.

7.2 Batch Data Information Exchange

7.2.1 BellSouth will accept AT&T's request for initial batch feeds of Service/Feature Availability and Regional Street Address Guide (or an equivalent). At a minimum, this batch feed will include the switch/feature availability, information and address information currently provided via the interim interface described in Section 4.5 above.

7.2.2 AT&T and BellSouth will establish a mutually agreeable format for the exchange of batch data no later than 90 days following adoption of this agreement. When the interface is operational, BellSouth will transmit the initial batch feed of the data, relating to the geographic area specified by AT&T pursuant to a mutually agreed upon schedule. In addition, BellSouth will provide complete refreshes of the data, for the geographic areas cumulatively

encompassed by requests from AT&T, on a mutually agreeable monthly schedule. BellSouth will send the initial batch feed and subsequent monthly updates electronically via a file transfer network (e.g., Network Data Mover Network) using the CONNECT:direct file transfer product.

- 7.2.3 AT&T and BellSouth will translate necessary data elements used in their internal processes into mutually agreeable and consistent file formats and record layouts. Both Parties agree to complete development and proceed to systems readiness testing that will result in an operational interface by December 31, 1997. To the extent that an industry forum, committee or subcommittee, under the auspices of ATIS, establishes guidelines and/or standard relating to the batch information data described above, the Parties agree to use best efforts to implement such changes, including testing of the changes introduced, within 7 months of the publication of the standard by the relevant ATIS committee or subcommittee. This preceding target implementation obligation may be modified by mutual agreement.

8. TESTING AND ACCEPTANCE

- 8.1 AT&T and BellSouth agree that no interface will be considered as operational until end-to-end integrity and load testing, as agreed to in the Joint Implementation Agreement (Section 9), or other mutually acceptable documentation is completed to the satisfaction of both Parties. The intent of the end-to-end integrity testing is to establish, through the submission and processing of test cases, that transactions agreed to by AT&T and BellSouth will successfully process, in a timely and accurate manner, through both Parties' supporting OSS as well as the interfaces. For transaction-based interfaces, the testing will include the use of mutually agreeable test transactions, designed to represent no less than 85% of the transaction types that AT&T expects to send and receive through the interface undergoing end-to-end testing.

- 8.2 In addition, AT&T and BellSouth will establish either a mutually agreeable testing environment or alternative method, such as an audit process, sufficient to demonstrate that the interfaces established between AT&T and BellSouth have the capability and capacity to exchange busy period transaction volumes reasonably projected to occur during the forward-looking twelve month period following implementation of the interface. This process must validate that AT&T and BellSouth can accept and process the anticipated busy period load without degradation of overall end-to-

end performance of the information exchange even when other CLEC transactions are simultaneously processed by BellSouth.

8.3 **DISAGREE - See Issue No. 5**

AT&T Proposed Language -

It is understood by the Parties that End-to-End testing and load testing are necessary processes in the implementation of electronic interfaces and in establishing parity of access to operation support systems. In no instance will End-to-End testing or load testing processes be short-cut, expedited, or in any other way jeopardized such that the quality of the production implementation is put at risk. It is understood by the Parties that such testing occurs immediately preceding production implementation of electronic interfaces and that in the event of delays by either party End-to-End testing and load testing will not be expedited solely to meet the time frames outlined in this agreement. This implementation obligation may be modified by mutual agreement.

BellSouth Proposed Language -

It is understood by the Parties that End-to-End testing and load testing are necessary processes in the implementation of electronic interfaces. In no instance will End-to-End testing or load testing processes be short-cut, expedited, or in any other way jeopardized such that the quality of the production implementation is put at risk. It is understood by the Parties that such testing occurs immediately preceding production implementation of electronic interfaces and that in the event of delays by either party End-to-End testing and load testing will not be expedited solely to meet the time frames outlined in this agreement. This implementation obligation may be modified by mutual agreement.

8.4 The results of testing will not be shared with other Parties without the written consent of AT&T and BellSouth.

9. **JOINT IMPLEMENTATION AGREEMENT DEVELOPMENT**

9.1 AT&T and BellSouth agree to document, within 60 days of approval of this Agreement, a project plan for each interface that explicitly identifies all essential activities, sequence and interrelationship of these activities and the target completion dates for each activity identified. The project plans will reflect, on an on-going basis,

delivery of target interfaces as discussed and agreed to within each preceding section.

9.2 AT&T and BellSouth recognize that the preceding project plans are not sufficient to fully resolve all technical and operational details related to the interfaces described. Therefore, AT&T and BellSouth agree to document the additional technical and operational details in the form of a Joint Implementation Agreement (JIA). These JIAs may be modified by mutual agreement of the Parties.

9.3 AT&T and BellSouth agree to document both a topical outline for the JIAs, and establish a schedule for identifying, discussing, resolving and documenting resolution of issues related to each aspect of the JIA topical outline for each interface discussed in this document. In no case will either end-to-end integrity testing or load testing begin without both Parties mutually agreeing that each interface JIA documents the intended operation of the interface scheduled for testing. By mutual agreement, specific paragraphs or entire sections of the overall Agreement may be identified and documented to serve the purpose described for the Joint Implementation Agreement for specific interfaces. Any issues identified and subsequently resolved through either the end-to-end integrity or load testing processes will be incorporated into the impacted interface JIA within 30 days of issue resolution.

9.4 **DISAGREE - See Issue No. 5**

AT&T Proposed Language -

AT&T and BellSouth agree that metrics are required in order to monitor the performance of each interface and assure that non-discriminatory access to BellSouth's Operations Support Systems is delivered. A performance measurement plan that addresses the quality, timeliness, accuracy and availability of each interface and associated transactions will be jointly developed by AT&T and BellSouth and documented within the JIA for each interface.

BellSouth Proposed Language -

BellSouth would delete this Section.

10. **OTHER AGREEMENTS**

10.1 **DISAGREE - See Issue No. 5**

AT&T Proposed Language -

This Attachment 15 reflects compromises on the part of both AT&T and BellSouth. By accepting this Attachment 15, AT&T does not waive its right to non-discriminatory access to Operations Support Systems of BellSouth beginning January 1, 1997.

BellSouth Proposed Language -

BellSouth would delete this Section.

- 10.2 AT&T and BellSouth agree that the same interfaces will be utilized for all states within the operating area of BellSouth unless the Parties mutually agree to do otherwise.

**Whether BellSouth's Affiliates Should Be Bound
By The Interconnection Agreement
Not Subject of Arbitration Proceeding
(AT&T's Categorization - Issue 22)**

Contract Provision in Dispute--

General Terms and Conditions, Preface

BellSouth's Proposed Language--

This Agreement, which shall become effective as of the ____ day of _____, 1996, is entered into by and between AT&T Corp., a New York Corporation, having an office at 295 North Maple Avenue, Basking Ridge, New Jersey 07920, on behalf of itself, and its Affiliates, as delineated in Attachment ____ (individually and collectively "AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia, 30375 on behalf of itself and its successors or assigns.

BellSouth's Rationale for Position--

BellSouth Telecommunications, Inc. is the proper party to this contract. Section 251 of the Act requires the "incumbent local exchange carrier" to negotiate an interconnection agreement with requesting telecommunications carriers such as AT&T. Section 251(h) defines "incumbent local exchange carrier as "with respect to an area, the local exchange carrier that on the date of enactment of the Telecommunications Act of 1996, provided telephone exchange service in such area; and on such date of enactment, was deemed to be a member of the exchange carrier association pursuant to section 69.601(b) of the Commission's regulations; or is a person or entity that, on or after such date of enactment, became a successor or assign of a member described [above]." 47 U.S.C. § 251(h). BellSouth Telecommunications, Inc.'s present affiliates do not meet the definition as set forth above. Section 251(h) is designed to alleviate the concerns of AT&T, regarding the assignment or transfer of obligations contained within the interconnection agreement.

Lastly, AT&T did not choose to include this issue in its initial petition for arbitration nor did AT&T make reference to its desire to bring BellSouth Telecommunications, Inc.'s affiliates into the arbitration as parties or as an issue. The Commission's order of December 31, 1996 makes no reference to an intent to bind the affiliates of BellSouth Telecommunications, Inc. As stated in the proposed language, BellSouth has agreed to bind its successors or assigns to

the obligations contained within the contract, consistent with the requirements of the Act. This is lawful and sufficient. AT&T should not be allowed to bring this issue before the Commission at this time.

**Provision of Customer Payment History
To A Third Party Credit Bureau
Not Subject of Arbitration Proceeding
(AT&T's Categorization - Issue 22)**

Contract Provision in Dispute--

General Terms and Conditions, section 13

BellSouth's Proposed Language--

13. DELETE

BellSouth's Rationale for Position--

As the Commission can see from the language submitted by AT&T, AT&T is attempting to require BellSouth to report to a third party credit bureau, information about its customers and their payment histories.

Customer credit history is available to AT&T from a variety of sources, including its own customer account records. Because of its market share, AT&T, itself, has payment histories on the majority of the customers of BellSouth. Such information can also be accessed through a number of outside credit reporting bureaus. Further, some, but not all of BellSouth's retail units currently report specific information, but not all of the information required by AT&T to a number of credit reporting agencies. In fact, BellSouth and AT&T are founding members of a national association, the National Consumer Telecommunications Data Exchange, that intends to incorporate and build a database of consumer accounts that have gone final owing money to a member. The project is intended to be operational by the end of 1997. It is clear from all of the above that AT&T is simply attempting to force a particular business strategy on BellSouth. While AT&T is working cooperatively with BellSouth on a national level to build a common database of final unpaid consumer accounts, on a local level AT&T is attempting to strongarm a different result, credit information, including payment history on live accounts, on all customers.

BellSouth's information regarding its customers payment histories is not necessary for AT&T's successful entry into the local exchange market nor is the provision of such information required under the Act. Finally, this is an issue that was not subject to the arbitration proceeding. AT&T should not be allowed to bring forward an issue at this late date that it did not include in its arbitration petition or proceeding.

**Financial Responsibility for Unbillables and Uncollectibles
Issue Not Subject of Arbitration
(AT&T's Categorization - Issue 22)**

Contract Provisions in Dispute--

Attachment 7, Section 6; Attachment 9, Sections 2.2

BellSouth's Proposed Language--

Attachment 7, Section 6

- 6.1 When BellSouth records usage and fails to record messages, regardless of whether AT&T or BellSouth is performing the billing function, BellSouth shall notify AT&T of the amount of estimated AT&T revenue in accordance with Section 6.3. BellSouth shall compensate AT&T for the net loss to AT&T as a result of AT&T's inability to bill for services associated with the recording failure. Net loss shall be defined as the gross revenues to AT&T attributable to the recording failures less the costs that AT&T would have incurred but were avoided because of the recording failure.

All references in Sections 6.2.1, 6.2.2, 6.4.1 to "lost revenue" should be replaced with "net loss."

Attachment 9, Section 2.2

- 2.2 The party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other party shall be liable for the amount of the revenues lost by the party unable to bill or collect the revenues less the costs that would have been incurred from gaining such revenues. The process for determining the amount of the liability will be as set forth in Attachment 7, section 6 of this Agreement.

Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third Parties shall be the responsibility of the Party having administration control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of the Party having such administrative control.

BellSouth's Rationale for Position--

BellSouth has agreed to take financial responsibility for its own actions that result in uncollectible or unbillable revenues to AT&T. It is appropriate in these instances that AT&T be made whole financially as a result of an error on the part of BellSouth; however it is not appropriate for AT&T to be enriched as a result of the error. Therefore, the appropriate formula for determining the amount of the liability is to calculate the revenues AT&T would have received less the costs AT&T avoided because of the error of BellSouth. In other words BellSouth should compensate AT&T for its lost profit (gross revenues less expenses) as a result of the error, not the total gross revenues.

AT&T will state that its language is merely a recital of the language contained within the Parties' billing and collection agreements. That is in fact true. However, those agreements are different than the current arrangement in two important ways: (1) The billing and collection business is a competitive business, and BellSouth had to make its offer attractive to AT&T in order to win its business. Thus, BellSouth was willing to take on additional financial risk; and (2) The pricing for billing and collection is not modeled after the requirements of section 252(d) of the Act but is rather a market price. The section 252(d) model does not allow for the cost of incurring the risk set forth in the billing and collection agreements. Therefore, the most appropriate recovery for AT&T as a result of errors on the part of BellSouth is the net loss.

This issue was not addressed by AT&T in its arbitration petition nor in the proceeding itself. Further, compliance with AT&T's view is not required by the Act. At this time in the proceeding AT&T should not be allowed to bring new issues before the Commission.

(See page 18 for discussion regarding third party actions)

**Financial Responsibility for Unbillables and Uncollectibles
Caused by Fraud Or Third Party Actions
Not Subject of Arbitration Proceeding
(AT&T's Categorization - Issue 22)**

Contract Provisions in Dispute--

Attachment 9, Section 2.2 (2nd paragraph); Attachment 9, Section 2.3

BellSouth's Proposed Language--

- 2.2 The party causing a provisioning, maintenance or signal network routing error that results in uncollectible or unbillable revenues to the other party shall be liable for the amount of the revenues lost by the party unable to bill or collect the revenues less the costs that would have been incurred from gaining such revenues. The process for determining the amount of the liability will be as set forth in Attachment 7, section 6 of this Agreement.

Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending operational support systems by unauthorized third Parties shall be the responsibility of the Party having administration control of access to said Network Element or operational support system software to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of the Party having such administrative control.

- 2.3 BellSouth shall be responsible for any uncollectible or unbillable revenues resulting from the Main Distribution Fram up to and including the Network Interface Device, including clip-on fraud to the extent such unbillable or uncollectible revenue results from the gross negligence or willful act or omission of BellSouth. BellSouth shall provide soft dial tone to allow only the completion of calls to final termination points required by law.

BellSouth's Rationale for Position--

AT&T has requested in Attachment 9 that BellSouth assume risk associated with third party fraud upon the network and reimburse AT&T for its losses associated with third party fraud. Such assumption of liability is not appropriate. AT&T is attempting to require BellSouth to accept liability for simple negligence in the face of illegal acts of third parties, including criminal acts, with regard to the operation of BellSouth's network. BellSouth has agreed to assume

liability for third party illegal acts when faced with its own gross negligence or willful act or omission.

This issue was not addressed by AT&T in its arbitration petition nor in the proceeding itself. Further, compliance with AT&T's demand is not required by the Act. At this time in the proceeding AT&T should not be allowed to bring new issues before the Commission.