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November 18, 2003

BY HAND DELIVERY

Ms. Blanca Bayó, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

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COMMISSION
CLERK

Re: Docket No. 031047-TP

Dear Ms. Bayó:

As was indicated in our filing of November 12, 2003, KMC was unable to attach to the Petition the detailed issues matrix that usually accompanies arbitration petitions. Since that time, we have been able to resolve our technical problems with the document, and attached please find an original and fifteen copies of the Arbitration Issues Matrix that relates to the Petition for Arbitration filed by KMC Telecom III LLC, KMC Telecom V, Inc., and KMC Data LLC.

In the course of preparing this corrected matrix, it has come to our attention that certain cross-references from the Petition to this matrix should be updated. We note those, along with several ministerial corrections, below:

- 1) Issues J.1 and J.2 should cross-reference Item Numbers 162 and 163, respectively;
- 2) On page 9, at para. 18, the reference "See generally" should read "see generally";
- 3) Also in para. 18, the second "that" should be deleted;
- 4) On page 15, first paragraph, "K9*MC" should be "KMC", and
- 5) At page 24, third line from the top, "Part K issue" should be "Part K issues."

In addition, KMC's position on Issue No. D.5, at page 13, was incorrectly stated. As Sprint is aware, KMC's position on the issue is as follows: "Yes. KMC and the end user should be exempt from termination liability where KMC converts a customer with an existing Sprint Contract Service Arrangement or Special Arrangement with the intent of providing the Arrangement to the customer on a resale basis. Permitting enforcement of termination liability provisions will restrict competition and inappropriately inhibit arms-length negotiation for services."

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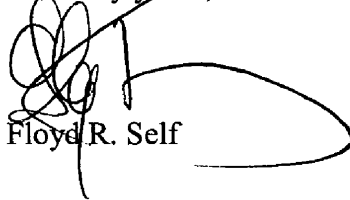
Ms. Blanca Bayó
November 18, 2003
Page 2

Finally, KMC would like to clarify the request for mediation set forth at page 10 of the Petition. While KMC remains available to negotiate and mediate the remaining issues, the Commission may find it more useful to have the parties join issue prior to engaging in substantive mediation. Thus, under the Florida Rules of Administrative Procedure, the Commission may want to wait until Sprint has filed an answer to the Petition before initiating mediation. Regardless, it is KMC's intention to continue negotiations with Sprint on the remaining issues.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,



Floyd R. Self

FRS/amb
Enclosures
cc: Parties of Record

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing have been served upon the following parties by Electronic Mail (*) and/or U.S. Mail this 18th day of November, 2003.

Susan Masterton, Esq.*
Sprint-Florida, Incorporated
P.O. Box 2214
Tallahassee, FL 32316-2214

John Chuang
Senior Manager – Sprint BWM
Sprint Communications, LP
KSOPHM0310-3A464
6480 Sprint Parkway
Overland Park, KS 66521



Floyd R. Self

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
2.	A 2. Definition of Virtual POI	1.110	Partially Closed/ Partially Open.	<p>10/17/03 Closed with respect to Local Traffic. Open to Sprint with respect to ISP bound traffic. Agree to remove definition of vPOI from the ICA (1.111), but Sprint proposed alternative language in Section F.</p> <p>See related issue: Part F – 1.2.5. CLEC must compensate Sprint for the transport of ISP bound traffic when transport of such traffic is required outside Sprint’s Local Calling Area where the call originates to deliver the traffic to the POI. Such transport will be at TELRIC based transport rates.</p>	KMC proposes that this definition be stricken. This language is not included in the MCImetro Agreement in Florida. The Florida Commission decided the issue of the CLEC’s entitlement to a single point of interconnection in.	1.111 “Virtual Point of Interconnection” (“Virtual POI”) is the point established in a Sprint local calling area (different from the Sprint local calling area where the Physical POI is located) that delineates where CLEC’s transport obligations begin..

KMC/Sprint Arbitration Issues Matrix

Agreement: **Part B**
 State: **Florida**
 Last Update: **11/11/03**

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
3.	B 1. Application of Tariff and Non-Tariffed rates	2.5 and 2.6	Closed	Sprint agreed to KMC proposed language.	<p>2.5 Each Party has incorporated by reference certain provisions of its Tariffs that govern the provision of specified services or facilities provided hereunder. If any provision of this Agreement and an applicable approved tariff cannot be reasonably construed or interpreted to avoid conflict, the provisions in this Agreement shall prevail. Wherever any FCC or Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.</p> <p>2.6 Intentionally left blank.</p>	<p>2.5 Each Party has incorporated by reference certain provisions of its Tariffs that govern the provision of specified services or facilities provided hereunder. If any provision of this Agreement and an applicable approved tariff cannot be reasonably construed or interpreted to avoid conflict, the provisions in this Agreement shall prevail. Wherever any FCC or Commission ordered tariff provision or rate is cited or quoted herein, it is understood that said cite encompasses any revisions or modifications to said tariff.</p> <p>2.6 Nothing in this Agreement shall be deemed or construed to prohibit Sprint from charging rates to KMC under this Agreement if such rates are cost-based rates adopted by Sprint following approval of such rates by the FCC or Commission in a generic cost proceeding in which KMC has or had the opportunity to participate, whether the generic cost proceeding may have been initiated by Sprint by a tariff filing or otherwise.</p>
4.	B 2. TRO Change in Law Language	2.7	Closed	Sprint accepted KMC's language.	<p>2.7 On February 20, 2003, the FCC adopted rules concerning incumbent LECs' obligations to make elements of their networks available on an unbundled basis at its open meeting. <i>In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers</i>, Docket No. CC 01-338. The Parties agree that any effective regulatory order, rule or regulation issued as a result of implementing said rules shall constitute a revi-</p>	<p>2.7 On February 20, 2003, the FCC adopted rules concerning incumbent LECs' obligations to make elements of their networks available on an unbundled basis at its open meeting. <i>In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers</i>, Docket No. CC 01-338. The Parties agree that any effective regulatory order, rule or regulation issued as a result of such open meeting shall constitute a</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					sion or modification of the Applicable Rules and either Party may request that this Agreement be amended in good faith to reflect such Amended Rules pursuant to this Section.	revision or modification of the Applicable Rules and either Party may request that this Agreement be amended in good faith to reflect such Amended Rules pursuant to this Section.
5.	B 3. Intellectual Property	7	Closed	Parties agreed to utilize MCI Language.	<p>Section 7. Intellectual Property Rights and Indemnification</p> <p>7.1 Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate, additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Sprint from charging MCI for such costs as permitted under a Commission order.</p> <p>7.2 The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such</p>	<p>7. Intellectual Property Rights</p> <p>Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure, at no separate, additional cost to the other Party, that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement. For the avoidance of doubt, the foregoing sentence shall not preclude Sprint from charging CLEC for such costs as permitted under a Commission order.</p> <p>7.2 The Party providing a service pursuant to this Agreement will defend the Party receiving</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 11 below.	such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 9 below.
6.	B 4. Limitation of Liability	8	Closed	Parties agreed to KMC proposed.	8.1 Neither Party shall be liable to the other for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing limitation, a Party's liability shall not be limited by the provisions of this Section 12 in the event of its willful or intentional misconduct, including gross negligence, or its repeated breach of any one or more of its material obligations under this Agreement. A Party's liability shall not be limited with respect to its indemnification obligations.	Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Article Error! Reference source not found. to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.
7.		9.7 and 9.8	Closed with regard to 9.7 Open with regard to 9.8	KMC deleted section on liability on acts or omissions of third party carriers. Sprint agreed to KMC's proposed language for 9.7. KMC is unable to agree to Sprint proposed language for 9.8 as KMC does not believe	9.7. Subject to Section 9.1, when the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers. 9.8. Intentionally left blank.	9.7. When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers. 9.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent al-

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
				<p>that the law entitles KMC to limit the rights of Third Parties.</p> <p>Under consideration with Sprint.</p>		<p>lowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for</p> <p>9.8.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and</p> <p>9.8.2. Consequential Damages (as defined in Section 8 above).</p>
8.	B 5. Assignment	14	Closed	Parties agreed to KMC proposed assignment language.	<p>14.1. Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld; provided, however, that, so long as the performance of any assignee is guaranteed by the assignor, either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other Party, to any Affiliate of such Party. Each Party shall notify the other in writing of any such assignment. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors. Thereafter, the successor Party shall be deemed CLEC or Sprint and the original Party shall be relieved of such obligations and duties, except for matter arising out of events occurring prior to the date of such undertaking.</p>	<p>14.1 If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>14.2. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services, then Sprint will assign the portions of this Agreement for those exchanges/markets where KMC is actually interconnecting and providing Telecommunications Services. Sprint may terminate this Agreement in whole in part as to any particular exchange or group of exchanges where KMC is not actually interconnecting and providing Telecommunications Services upon sixty (60) days prior written notice, but in any event, Sprint shall make reasonable efforts to assist KMC in a reasonably seamless transition to the acquiring provider. The Parties agree to abide by any applicable Commission Order.</p>	<p>14.2 Except as provided in §0, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.</p>
9.	B 6. Implementation Plan	32	Closed	KMC accepted modified Sprint proposal.	<p>32.1 This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a permanent team (the "Service Quality Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the terms set forth in this Agreement and implement each Party's obligations hereunder, both initially and for the term of the Agreement. Each Party shall designate, in writing and within ten (10) calendar days of the Ef-</p>	<p>32.1. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the terms set forth in this Agreement and implement each Party's obligations hereunder, both initially and for the term of the Agreement. Each Party shall designate no more than four (4) persons to be permanent members of</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>fective Date of the Agreement, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party. Further, the Parties agree that prior to this Agreement, members of the Service Quality Team were identified and they have been engaged in joint efforts to identify and implement business process improvements. It is the intention of both Parties that in the implementation of this Agreement that the improvements and actions identified pursuant to this joint effort will be incorporated.</p> <p>32.2 The Service Quality Team shall develop a plan for implementation of this Agreement in accordance with this Agreement (the "Implementation Plan") and implement the plan within sixty (60) days of both Parties having designated members of the Implementation Team or the Effective Date of this Agreement whichever is later. The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:</p> <p>32.2.1 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) specified in Part E and the trunk groups specified in Part F and, including standards and procedures for notification and discoveries of trunk disconnects;</p>	<p>the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party. Further, the Parties agree that prior to this Agreement, members of the Implementation Team were identified and they have been engaged in joint efforts to identify and implement business process improvements.</p> <p>32.2. The Implementation Team shall develop a plan for implementation of this Agreement (the "Implementation Plan") and implement the plan within one hundred twenty (120) days of the Effective Date of this Agreement.</p> <p>32.3. If the Implementation Team is unable to agree upon any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Part B, Section 22.</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>32.2.2 business process requirements pursuant to Part I of this Agreement, General Business Process Requirements, and the process improvements identified by the business process joint efforts prior to the Effective Date of this Agreement;</p> <p>32.2.3 disaster recovery and escalation provisions;</p> <p>32.2.4 access to Operations Support Systems functions provided hereunder, including gateways and interfaces for ordering, provisioning, billing and maintenance/trouble reporting;</p> <p>32.2.5 escalation procedures for ordering, provisioning, billing, and maintenance;</p> <p>32.2.6 single points of contact for ordering, provisioning, billing, and maintenance;</p> <p>32.2.7 service ordering and provisioning procedures, including provisioning of the trunks and facilities, implementation of Sprint's 'Intelligent FOC', provisioning of End User's accounts where lines are split between the Parties, proactive notification of service due date changes, and timely notification of existence of line equipment (e.g., pair gain devices) to avoid installation delays;</p> <p>32.2.8 provisioning support, including monthly LSR reject reports, order jeopardy reports, coordination of vendor meets, coordinated cutovers and tagging UNE loops;</p> <p>32.2.9 process to handle 'no facilities' or 'pending facilities' orders, including clarifying which facilities are not available or pending;</p> <p>32.2.10 coordination of disconnects to eliminate premature disconnects;</p> <p>32.2.11 circuit acceptance methods and procedures, including troubles found on new circuits, i.e., within forty-eight (48) hours;</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>32.2.12 procedures for repair and maintenance support, including trouble reporting and management and procedures for handling repeat and chronic troubles;</p> <p>32.2.13 procedures to address circuit quality issues, e.g., slow modem speed issues behind channel bank and data loss on circuits behind a DLC;</p> <p>32.2.14 methods and procedures to ensure proper translations and to control translations errors affecting the KMC network; these processes to address at a minimum the types of network problems, Sprint response times, coding errors which can occur and availability of required Sprint resources, including Network Translation Engineers, to ensure timely problem identification and resolution;</p> <p>32.2.15 7 x 24 hour network monitoring of all Sprint provided services, DS0 and above;</p> <p>32.2.16 methods and procedures for access to UNEs, including new combinations, EEL conversions and UNEs behind IDLC;</p> <p>32.2.17 conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment, including security and remote terminal collocation;</p> <p>32.2.18 procedures and processes for Directories and Directory Listings;</p> <p>32.2.19 billing rates, processes and procedures, including integration of new rates and effective dates, true-up provisions, bill start date and electronic billing;</p> <p>32.2.20 network planning components including time intervals;</p> <p>32.2.21 joint systems readiness and operational readiness plans;</p> <p>32.2.22 appropriate testing of services, equip-</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>ment, facilities and Network Elements, including testing of UNE loops; 32.2.23 monitoring of inter-company operational processes; 32.2.24 procedures for coordination of local PIC changes and processing; 32.2.25 physical and network security concerns; 32.2.26 Performance Monitoring and Management procedures, to include reporting and review of performance metrics which will be used to monitor and manage the business processes and interfaces and which will be reviewed at Monthly and Quarterly Service Review Meetings, including resolution action plans and remedies where the Service Levels are not achieved;</p> <p>32.2.27 Completion of CLEC Checklist and supporting documentation to establish a billing account; and 32.2.28 such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.</p> <p>32.3 The Service Quality Team may amend the Implementation Plan from time to time, as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, either Party may invoke the Dispute Resolution process provided herein.</p>	

KMC/Sprint Arbitration Issues Matrix

Agreement: Part C
State: Florida
Last Update: 10/17/03

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
10.	C 1. Reciprocal Compensation	4	Closed, Subject to final editing and integration of agreed-upon language into Section F.	<p>The Parties agreed that Section 4, once finalized, will be integrated into Attachment F.</p> <p>The Parties agreed to utilize modified version of the language from the current reciprocal compensation amendment which implements the terms of a confidential Settlement Agreement between the Parties.</p> <p>Issue remains open until final edits/issues are closed and integrated into Section F.</p>	See specific language below.	See specific language below.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
11.	C 2. Additional language on Security Deposit and "good credit history".	6	Open	KMC requested that to the extent that Sprint insists on security deposit language, such language should be reciprocal.	<p>6. SECURITY DEPOSIT</p> <p>6.1. Each Party reserves the right to secure the account with a suitable form of security deposit, unless good credit history has already been established by the other Party. A Party providing services may request one (1) security deposit which shall be calculated as set forth below in §§7.2 through 7.10, inclusive:</p> <p>6.1.1. For the purposes of this §7, where the Partying requesting services has existing local service operations with the Party providing services prior to the Effective Date of this Agreement, the term "good credit history" shall mean that the Party requesting services has received no more than two (2) valid past due notices for undisputed amounts owed to the Party providing services in a state within the past twelve (12) consecutive month period.</p> <p>6.1.2. For the purposes of this §7, if the Party requesting services has no local service operations with the Party providing services in any territory prior to the Effective Date of this Agreement or has less than twelve (12) consecutive months service, the Party providing services shall consider the Party requesting services payment history to date, credit rating, publicly available financial data, and/or any other material supplied by the Party requesting services in determining whether "good credit history" has been established.</p> <p>6.1.3. For purposes of this §7, a past due notice or delinquency notice shall be considered "valid" if: (i) the Party providing services has in fact not received the amounts for which the notice is issued; (ii) the Party providing services has properly issued that notice in accordance with the notification procedures of this</p>	<p>6. SECURITY DEPOSIT</p> <p>6.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint. A payment is not considered current in any month if it is made more than 30 days after the bill date.</p> <p>6.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint.</p> <p>6.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.</p> <p>6.4. Such security deposit shall be two (2) months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts. All security deposits will be subject to a minimum deposit level of \$10,000.</p> <p>6.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.</p> <p>6.6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>Agreement; and (iii) the amounts for which the notice is issued have not been disputed by the Party receiving services.</p> <p>6.2. Such security deposit shall take the form of cash or cash equivalent, a revocable letter of credit, surety bond or other forms of security acceptable to the Party receiving services.</p> <p>6.3. If KMC has not established good credit history with the Party providing services and all affiliates of the Party providing services where the Party requesting services is doing or has done business as a local service provider, the Party requesting services shall remit an initial deposit to the Party providing services prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by the Party providing services of additional orders for service.</p> <p>6.4. Such security deposit shall be the lesser of (i) one (1) months' estimated billings as forecasted by KMC, or (ii) one (1) month's average bill, determined based on the monthly average of the previous twelve (12) months of undisputed charges billed from Sprint for existing accounts.</p> <p>The security deposit will be subject to a minimum deposit level of \$ ____.</p>	<p>judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.</p> <p>6.7. Any security deposit shall be held by Sprint as a guarantee of payment of any charges for carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:</p> <p>6.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due; or</p> <p>6.7.2. when CLEC files for protection under the bankruptcy laws; or</p> <p>6.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or</p> <p>6.8. when this Agreement expires or terminates. Any security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.</p>
12.	C 3. Tandem Rate Application	4.2	Open	10/17/2003: KMC will agree to Sprint's language negotiated in the Sprint/MCI Florida agreement, if, pursuant to the Settlement Agreement, Sprint signs an MOU affirming the Settlement Agreement terms that make it clear that KMC	4.2. The Parties agree that, for purposes of this Agreement, and expressly subject to the change in law provisions contained in Part __, Section ____ of the Agreement, KMC's switch shall be considered to serve a geographic area comparable to the geographic area served by Sprint's local tandem switch (the "Sprint Switch Service Area") within the meaning of FCC Rule	4.2. Charges billed to Sprint by KMC for the transport and termination of Local Traffic will be equal to those that Sprint assesses KMC for the same services. Where KMC is interconnected at a Sprint tandem and Sprint delivers its traffic to KMC directly from an end-office, Sprint shall pay KMC end-office termination. Where KMC is interconnected at a Sprint tan-

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
				has already made such showing. KMC mirrored language from confidential Settlement Agreement and amendment agreeing that KMC switches have comparable geographic coverage as Sprint tandems.	51.711(a)(3) (47 C.F.R. § 51.711(a)(3)) and any applicable state law. KMC has provided a letter of self-certification that it serves a geographic area comparable to the geographic area served by Sprint's tandem switch. Sprint has reviewed KMC's self-certification and agrees that for purposes of this Agreement, KMC meets the geographic comparability requirements set forth in FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3) and applicable state law.	dem and Sprint delivers its traffic to KMC from the tandem and KMC switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay KMC for Tandem Switching, common transport and end-office termination. If KMC serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay KMC end-office termination. 4.2.1 The following process will be used to validate geographic area. 4.1.1.1. Sprint will provide the CLEC information concerning the end offices served by Sprint's tandem for the CLEC to use in determining geographic comparability. 4.1.1.2. The CLEC will certify in writing that they are offering facilities based service through either owned or leased facilities to the majority of customers served by the end offices. Sprint may request proof of service at least once per year. Proof will consist of a sample of addresses actually served by the CLEC switch showing that they are meeting the obligation.
13.	C 4. Virtual NPA/NXX	4.9	Open	Sprint's language ignores the FCC's ISP order on Remand.	4.9 Non-ISP bound calls terminated to end users outside the local calling area in which their NPA/NXXs are homed are not local calls for purposes of intercarrier compensation, and neither Sprint nor KMC shall be obligated to pay reciprocal compensation for such traffic.	4.9 For calls terminated to end users outside the local calling in which their NPA/NXXs are homed are not local calls for purposes of intercarrier compensation and Sprint shall not be obligated to pay reciprocal compensation for such traffic.
14.	C 5. New language for VoIP	4.10	Open	Sprint proposal ignores the current state of the law	4.10 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol (VOIP) traffic which crosses LATA boundaries constitute Switched Access Traffic under the Dispute Resolution provisions of this	4.10. Calls that are originated and terminated by telephone but are transmitted via the internet network (VoIP) shall be compensated in the same manner as voice traffic.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>Agreement. The Parties further agree that this Agreement shall not be construed against either Party as a "meeting of the minds" that VOIP traffic is or is not local traffic subject to reciprocal compensation. Both Parties reserve the right to advocate their respective positions before state or federal commissions whether in bilateral complaint dockets, arbitrations under Sec. 252 of the Act, commission established rulemaking dockets, or in any legal challenges stemming from such proceedings. Notwithstanding the foregoing, and without waiving any rights with respect to either Party's position as to the jurisdictional nature of VOIP, the Parties agree amend this Agreement in accordance with the General Terms and Conditions of this Agreement to abide by any effective and applicable FCC rules and orders regarding the nature of such traffic and the compensation payable by the Parties for such traffic, if any; provided however, that any VOIP transmission which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call), shall be subject to a "bill and keep" arrangement.</p>	
15.	C 6. Non-locally dialed ISP calls.	4.11-4.12	Closed	Sprint offered alternative language. KMC agreed to Sprint alternative language. Sprint's "old" 4.12 was deleted.	Deleted Sprint's original language.	4.1. Compensation for the termination of toll traffic and the origination of 8yy traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement. A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP customer of either Party shall not be treated as an ISP-Bound Traffic for compensation purposes, but instead shall

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
						be treated as a conventional voice call.
16.	C 7. Transit Traffic	4.13	Closed	The Parties agree in concept that compensation is due for transit traffic, however, there is disagreement as to the actual rate elements that may be charged. If the CLEC is providing the transport, then Sprint should only be allowed to charge for the services it actually provides, which is tandem switching. Closed on 10/30/2003. KMC accepted changes to Sprint proposed language.	4.13. KMC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table One of this Part when KMC uses a Sprint access tandem to terminate a local call to a third party Local Exchange Carrier ("LEC") or another CLEC. Sprint shall pay KMC a transit rate equal to the Sprint rate referenced above when Sprint uses a KMC switch to terminate a local call to a third party LEC or another CLEC.	4.13. KMC shall pay a transit rate, comprised of the tandem switching rate elements, for the functions actually provided by Sprint and as set forth in Table One of this Part when KMC uses a Sprint access tandem to terminate a local call to a third party Local Exchange Carrier ("LEC") or another CLEC. Sprint shall pay KMC a transit rate equal to the Sprint rate referenced above when Sprint uses a KMC switch to terminate a local call to a third party LEC or another CLEC.
17.	C 8. PLU Re- porting	4.14	Closed	The Parties agree in principle to the language, KMC would like to make mutual. Closed on 10/30/2003. Sprint agrees to KMC language.	4.14. Each Party will identify the Percent Local Usage (PLU) factor as defined herein on each interconnection order, for compensation purposes. Either Party may request a traffic study as documentation of the PLU at any time to verify the factor. Should the documentation indicate that the factor is inaccurate, the Parties agree that any changes will be retroactive to the period covered by the study, but no more than twelve (12) months. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. The Parties will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).	4.14. KMC will identify the Percent Local Usage (PLU) factor as defined herein on each interconnection order, for compensation purposes. Sprint may request KMC's traffic study documentation of the PLU at any time to verify the factor. Should the documentation indicate that the factor should be changed by Sprint, the Parties agree that any changes will be retroactive to the period covered by the KMC study, but no more than twelve (12) months. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. The Parties will transmit calling party number (CPN) as required by FCC rules (47 C.F.R. 64.1601).

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
18.	C 9. CPN Obligations	4.14.1	Closed	Agreed to Sprint's modification of KMC's language. Edited on 10/30/2003 with changes reflected in Sprint proposed language. KMC accepted.	4.14.1. To the extent technically feasible, each Party will transmit calling party number (CPN) or appropriate signaling information for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.	4.14.1. To the extent technically feasible, each Party will transmit calling party number (CPN) and appropriate signaling information for the terminating party to determine the jurisdiction of the call and the originating party. If the percentage of calls transmitted with CPN is greater than 90%, all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than 90%, all calls transmitted without CPN will be billed as intraLATA toll traffic.
19.	C 10. Common Channel Signaling	4.14.2	Closed	Sprint agreed to KMC proposed language.	4.1.1. Common Channel Signaling: Both Parties will provide LEC to LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc.	None.
20.	C 11. Duplicate.	4.1	See issue 16	Issue addressed under item 16.	N/A	N/A
21.	C 12. N/A	4.5 and 4.5.1	Omitted	Issue addressed under item 16.	Omitted.	Omitted.
22.	C 13. Duplicate	4.8 and 4.8.1	See Issue 19.	Issue addressed under item 19.	N/A	N/A

KMC/Sprint Arbitration Issues Matrix

Agreement: **Part D**
 State: **Florida**
 Last Update: **10/20/2003**

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
23.	D 1. Subsidized Local Telecommunications Services	2.3.2.1	Closed	<p>The parties discussed using Sprint language that it is subsidy programs are not Telecommunications Services subject to adding, "When available" to last sentence and delete "when such interface is in place.</p> <p>Edited on 10/30/2003. KMC accepted changes to Sprint proposed language.</p>	<p>2.3.2.1 Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement. However, when a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from KMC and KMC serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to KMC in accordance with the procedures set forth herein. This notification shall be in electronic format when such an interface is in place.</p>	<p>2.3.2.1 Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement. However, when a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from KMC and KMC serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to KMC in accordance with the procedures set forth herein. When available, such interface shall be in electronic format.</p>
24.	D 2. Lifeline/Linkup Services	2.3.3	Closed	<p>KMC to forward to Sprint information of subscriber eligibility for programs so Sprint may obtain any subsidy associated with the subscriber transfer.</p> <p>Closed on 10/30/2003 Sprint accepted KMC language.</p>	<p><u>2.3.3. Lifeline/Link-Up Service.</u> KMC will forward to Sprint all information regarding a subscriber's program eligibility, status and certification when a KMC subscriber currently on any government telephone assistance program changes service to KMC as their local exchange carrier. KMC will cooperate with Sprint so that Sprint may attain any subsidy associated with a subscriber transfer to KMC</p>	<p>No language recommended.</p>
25.	D 3. N11 Routing and Branding	2.3.5.1	Closed	<p>KMC language restricting Sprint from offering N11 services unless its made available for resale. Sprint accepted KMC proposed</p>	<p>2.3.5.1 These services shall be unbranded and routed to KMC, as required by KMC pursuant to Part A, Section 25.</p>	<p>No language proposes.</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
				language.		
26.	D 4. Resale of Promotions	2.3.6	Closed	<p>KMC crossed out language the exempts promotions under 90 days not available for resale. Sprint believes that the First Report and Order says that ILEC does not have to resale promotions under 90 days.</p> <p>KMC accepted Sprint proposed language.</p>	<p>2.3.6 Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or Individual Case Basis "ICB") and Special Arrangements (or ICB), all in accordance with FCC and Commission Rules and Regulations.</p>	<p>2.3.7 Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or Individual Case Basis "ICB"), Special Arrangements (or ICB), and Promotions in excess of 90 days, all in accordance with FCC and Commission Rules and Regulations.</p>
27.	D 5. Conversion of CSAs	2.3.6.1	Open	<p>KMC to convert existing Contract Service Arrangements unless expressly prohibited. It specifically exempts out termination liability.</p>	<p>2.3.6.1 KMC may convert an existing Sprint Contract Service Arrangement or Special Arrangement (collectively referred to as a "CSA"), unless expressly prohibited by the contract arrangement; provided however, that KMC assumes the balance of the terms and conditions of the CSA. In the case of such conversion, neither the End User nor KMC will incur a termination liability, if applicable, at the time of such conversion.</p>	<p>No language proposed.</p>
28.	D 6. Payphone Service	2.3.9	Closed	<p>Sprint agreed to KMC proposed language.</p>	<p>2.3.9 Pay Phone Service 2.3.9.1 Sprint shall offer for resale all coin and coinless pay phone local services, features and functionalities that it provides to its own pay phone operations and to independent pay phone providers. Sprint will also provide all support and service functions, as described in Section 276 of the ACT, and FCC and state regulations at Parity. 2.3.9.2 Sprint also must provide billing detail showing all 1+ traffic in EMI format and transferred to KMC via CONNECT:DIRECT.</p>	<p>2.3.9 Pay Phone Service 2.3.9.1 Sprint shall offer for resale all coin and coinless pay phone local services, features and functionalities that it provides to its own pay phone operations and to independent pay phone providers. Sprint will also provide all support and service functions, as described in Section 276 of the ACT, and FCC and state regulations at Parity.</p>

KMC/Sprint Arbitration Issues Matrix

Agreement: Part E
State: All 18 states
Last Update: 11/11/2003

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
29.	E.1. – E.1.12	TBD	Open	Determination of the appropriate definitions for network elements and related terms pursuant to the Triennial Review Order. <u>New Definitions</u> 1. Commingle 2. Commingling 3. Copper Loop 4. Dark Fiber Loop 5. Demarcation Point 6. DS1 Loop 7. DS3 Loop 8. Fiber to the Home 9. Hybrid Loops 10. Non-qualifying services 11. Qualifying Services	To be determined.	To be determined.
30.	E.13 – E.18		Open	What UNE definitions must be added or modified to account for the Triennial Review Order. <u>Modified Definitions</u> 1. Common Transport 2. Dedicated Transport 3. Enhanced Extended Link 4. Local Loop 5. Customer Premises 6. Others to be identified	To be determined.	To be determined.
31.	E.19		Open	To what extent is Sprint required to provide access to a “High Frequency Spectrum Unbundled Network Ele-	To be determined.	To be determined.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
				ment" ("HFS UNE")?		
32.	E.20		Open	What operational requirements must Sprint support in order to facilitate KMC's access to wholesale alternatives for loops and transport?	To be determined.	To be determined.
33.	E.21		Open	What is the appropriate transition program for delisted OCN Digital Loops.?	To be determined.	To be determined.
34.	E.22		Open	What are the appropriate rates for the UNE elements as defined under the TRO and priced compliant with TELRIC pricing methodologies?	To be determined.	To be determined.
35.	E.23		Open	What testing is Sprint required to provide in support of its UNE services?	To be determined.	To be determined.
36.	E.24		Open	Tandem Switching shall process originating toll free traffic received from a KMC local Switch.	To be determined.	To be determined.
37.	E.25		Open	Digital Cross Connect	To be determined.	To be determined.
38.	E.26		Open	Transport	To be determined.	To be determined.
39.	E.27		Open	Physical diversity for dedicated transport.	To be determined.	To be determined.
40.	E.28		Open	Access to ALI/DMS and AIN software	To be determined.	To be determined.
41.	E.29		Open	Rates, in Table One	To be determined.	To be determined.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
42.	E.30		Open	Upon the installation of software supporting the following function, Sprint shall provide to KMC access to LIDB measurements and reports at least at Parity with the capability Sprint has for its own subscriber records and that Sprint provides to any other party. Such access shall be electronic.	To be determined.	To be determined.
43.	E.31		Open	Sprint shall perform, as soon as possible, correction of misroute errors. When Sprint can identify KMC records within Sprint's LIDB, Sprint will provide reports of data which are missing or contain errors, within the time period reasonably designated by KMC.	To be determined.	To be determined.
44.	E.32		Open	Notification of customer being disconnected for non-payment.	To be determined.	To be determined.
45.	E.33		Open	Definition of EEL and UNE-P using "existing" facilities.	To be determined.	To be determined.
46.	E.34		Open	Access to UNE combinations.	To be determined.	To be determined.
47.	E.35		Open	What is the appropriate BFR process?	To be determined.	To be determined.
48.	E.36		Open	When should the BFR process be used?	To be determined.	To be determined.
49.	E.37		Open	What is the appropriate ICB process?	To be determined.	To be determined.
50.	E.38		Open	When should the ICB process be used?	To be determined.	To be determined.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
51.	E.39		Open	What are Sprint's obligations to provide routine network modifications and what is the appropriate pricing methodology for non-routine modifications?	To be determined.	To be determined.
52.	E.40		Open	SS7 Signaling Interconnection.	To be determined.	To be determined.

KMC/Sprint Arbitration Issues Matrix

Agreement: Part F
State: Florida
Last Update: 10/21/2003

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
53.	F 1. Reciprocal Trunks for Interconnection	1.1.1.	Closed	KMC deleted obligation to order separate trunks for ISP traffic. Sprint accepted KMC's language	1.1.1 The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, ISP-Bound Traffic, Transit, and non-equal access IntraLATA toll traffic ("Local Interconnection Trunk Group").	1.1.1 The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, Transit, and non-equal access IntraLATA toll traffic ("Local Interconnection Trunk Group").
54.	F 2. Two-way trunking	1.1.1.1	Open	KMC wants the option to establish one-way or two-way trunks; Sprint asserts that it has problems with billing for two way trunks.	1.1.1.1 At KMC's election, and absent engineering or other technical limitations, the Parties agree to utilize two-way trunks (one-way directionalized) or two-way trunks (two-way directionalized).	1.1.1.1 The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period. The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues, to two-way trunks.
55.	F 3. Administrative Control over trunk groups	1.1.2	Closed	KMC added language regarding administrative control over trunk size and ordering. October 31, 2003: The Parties agreed to KMC proposed language minus the last sentence.	1.1.2 Separate two-way trunks will be made available for the exchange of equal-access local transit traffic, InterLATA, and IntraLATA interexchange traffic that transits Sprint's network. CLEC may have administrative control (e.g., determination of trunk size and ordering) of this combined two-way trunk group to the extent that it does not require Sprint to redesign its network configuration.	1.1.3 Separate two-way trunks will be made available for the exchange of equal-access InterLATA, IntraLATA interexchange traffic that transits Sprint's network and local transit traffic.
56.	F 4. Use of interconnection facilities	1.1.3	Closed	Sprint accepted KMC's language.	1.1.4 KMC may use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry telecommunications traffic, provided such combination of traffic is technically feasible and not for the purpose of avoiding access charges.	None proposed.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
57.	F 5. Operator Service trunk groups	1.1.8	Closed	KMC language requiring separate trunks for OS/DA. Sprint accepted KMC language	Separate trunk group for Directory Assistance and/or Operator Services from Sprint. KMC, at its option, may establish trunks from its own Operator Services platform directly to Sprint's Operator Service center.	None proposed.
58.	F 6. Directory Assistance Trunk Groups	1.1.8	Closed	KMC language for separate trunk groups for Sprint DA	See Issue #33	See Issue #33.
59.	F 7. Separate OS/DA Trunk Groups when utilizing Sprint's local switching	1.1.9	Closed	KMC agreed to strike.	1.1.9 Separate trunk group connecting KMC's Switch to Sprint's directory assistance center in instances where KMC is purchasing Sprint's unbundled directory assistance service.	None proposed.
60.	F 8. Legacy OS/DA interfaces	1.1.11	Closed.	New KMC addition requiring special interconnection arrangement to allow transport of KMC originating OS/DA calls that terminate to AT&T. 10/31/2003: Sprint agreed to KMC proposed.	1.1.10 In instances where, the Parties acknowledge that legacy OS/DA interfaces require a special interconnection arrangement to allow transport of KMC originating OS/DA calls that terminate to AT&T and the existing Interconnection does not transport such calls, Sprint will cooperate with the KMC to install trunk group(s), at KMC's expense, as required to the ILEC tandem or Operator Services position for transport of equal access (IXC) Operator calls which are routed to AT&T or other legacy platform (MF with modified operator signaling).	None proposed.
61.	F 9. Sprint selection of	1.2.1	Open	Sprint would like language allowing it to pick its own POI for the delivering of originating traffic. KMC	1.2.1 Physical Point of Interconnection. KMC must establish a minimum of one (1) Physical POI at any Technically Feasible	1.2.1 Physical Point of Interconnection. KMC must establish a minimum of one (1) Physical POI at any Technically Feasible

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
	POI			<p>agreed to Sprint language</p> <p>10/31/2003: Open to Sprint to confirm that Sprint is okay with KMC proposed language (including alternative language).</p>	<p>point on Sprint's network within in each LATA in which KMC interconnects with Sprint. The POI may be at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets. KMC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two (2) networks.</p>	<p>point on Sprint's network within in each LATA in which KMC interconnects with Sprint. The POI may be at any Technically Feasible point including, but not limited to, any electronic or manual cross-connect points, Collocations, entrance facilities, and mid-span meets. KMC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI. If and when the Parties choose to interconnect at a mid-span meet, KMC and Sprint will jointly provision the facilities that connect the two (2) networks. Sprint reserves the right to establish its own Physical POI if CLEC elects to file, and the Commission approves, CLEC's cost studies for transport. The Parties may agree to additional POIs at any Technically Feasible point.</p>
62.	F 10. Additional POIs	1.2.1.1	Closed	KMC may request additional points of interconnection. KMC agreed to Sprint language.	KMC proposed to strike	1.2.1.1. The Parties may agree to additional POIs at any Technically Feasible point.
63.	F 11. Virtual POI	1.2.5	Open	The FCC's ISP Order on Remand makes it clear that there is no rationale for treating ISP-bound traffic differently for rating and routing purposes.	KMC proposes to strike Sprint's language.	1.2.5 CLEC must compensate Sprint for the transport of ISP bound traffic when transport of such traffic is required outside Sprint's Local Calling Area where the call originates to deliver the traffic to the POI. Such transport will be at TELRIC based transport rates.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
64.	F 12. Proportionate Use	1.2.7	Open	<p>Language from MCI agreement says that percentages are checked twice per year. KMC recommends that the Parties mutually agree to applicable percentages.</p> <p>10/31/2003: Open to Sprint to consider KMC proposed language.</p>	<p>1.2.7 All charges, both non-recurring and recurring, associated with transport between Sprint and KMC shall be in accordance with Applicable Law. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and non-recurring charges for facility additions based on the percentage of the total traffic originated by that Party. The Parties shall mutually agree to the applicable percentages twice per year based on the previous six (6) months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits as agreed upon by the Parties. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic.</p>	<p>1.2.7 All charges, both non-recurring and recurring, associated with transport between Sprint and KMC shall be in accordance with Applicable Law. For two-way trunking that carries both Parties' traffic, including trunking that carries Transit Traffic, each Party shall pay its proportionate share of the recurring charges for transport facilities and non-recurring charges for facility additions based on the percentage of the total traffic originated by that Party. Sprint shall determine the applicable percentages twice per year based on the previous six (6) months' minutes of use billed by each Party. Each Party shall pay its proportionate share of the nonrecurring charges for initial facilities based on the joint forecasts for circuits as agreed upon by the Parties. Each Party shall be responsible for ordering and paying for any facilities for two-way trunks carrying only its transit traffic.</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
65.	F 13. Technical End Office Interconnection Requirements	1.3	Closed	Technical Requirements for Interconnection to Tandem and End Office. 10/31/2003: Closed. Sprint agreed to KMC's proposed language.	1.3 Technical Requirements for Interconnection 1.3.1 Interconnection at the Sprint Tandem: 1.3.1.1 Interconnection to Sprint Tandem Switch(es) will provide CLEC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network. 1.3.1.2 Interconnection to a Sprint Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch. 1.3.1.3 Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide CLEC access to Sprint's end offices. 1.3.2 Interconnection at the Sprint End Office 1.3.2.1 Interconnection to Sprint End Office Switch will provide CLEC local interconnection for local service purposes to the Sprint NXX codes served by that end office and any Sprint NXXs served by remotes that subtend those End Offices.	None proposed.
66.	F 14. vPOI Transport	2.1.1	Closed	Language related to VPOI. Sprint agrees to strike.	KMC proposes to delete.	2.1.1 Sprint is responsible for transport to the Physical POI when the Physical POI is within the same local calling area where the call originates.
67.	F 15. vPOI transport	2.1.2	Closed	VPOI. Sprint agrees to strike.	KMC proposes to delete.	2.1.2 Where Virtual POIs are required, the CLEC is responsible for dedicated transport between the Virtual POIs and Physical POI. Sprint is responsible for transport to the Virtual POI when the Virtual POI is within the same local calling area where the call

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
						originates.
68.	F 16. vPOI Transport	2.1.3	Closed	CLEC must compensate Sprint for the transport of ISP bound traffic when transport of such traffic is required outside Sprint's Local Calling Area where the call originates to deliver the traffic to the POI. Such transport will be at TELRIC based transport rates. 10/31/2003: Duplicate issue, same as issue #39.	KMC proposes to strike.	2.1.3 CLEC must compensate Sprint for the transport of ISP bound traffic when transport of such traffic is required outside Sprint's Local Calling Area where the call originates to deliver the traffic to the POI. Such transport will be at TELRIC based transport rates.
69.	F 17. Established POIs	2.3	Closed	Sprint must use an established POI to hand off its traffic. 10/31/2003: The Parties agreed to KMC proposed language.	2.3 When a KMC subscriber places a call to Sprint subscribers, KMC will hand off that call to Sprint at the POI. Conversely, when Sprint hands over traffic to KMC for KMC to transport and terminate, Sprint must use an established POI, or POIs, within the LATA.	None proposed.
70.	F 18. MPB/Trans it Ar- rangement	2.3.1	Closed	KMC deleted language that requires them to pay for dedicated transport from the POI in the meet point. 11/03/2003: Sprint okay with KMC proposed alternative language. Issue closed,	KMC proposes to strike or in the alternative: 2.3.1 In a meet point arrangement, when calls from one Party are terminating on the other Party's network through the terminating Parties tandem switch, the originating Party will pay the terminating Party a charge for Tandem Switching, common transport to the end office, and end-office termination.	2.3.1 In a meet point arrangement, when calls from CLEC are terminating on Sprint's network through the Sprint Tandem Switch, CLEC will pay Sprint for transport charges from the Physical POI to the Tandem for dedicated transport. CLEC shall also pay a charge for Tandem Switching, common transport to the end office, and end-office termination.
71.	F 19. Tandem Switching	2.4	Closed. See issue at Part C – Section	KMC deleted language that set out the elements of reciprocal compensation if interconnected at the tandem	KMC proposes to delete. This language is redundant and is already addressed in the proposed language to be moved from Attachment C -- Section 4.	2.4 When the Physical POI is at the Sprint Tandem Switch, CLEC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
			4.		<p>Alternative language:</p> <p>2.4 When the Parties are interconnected at the Sprint Tandem Switch, CLEC shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.</p>	
72.	F 20. Tandem Switching	2.4.1	Closed. See issue at Part C – Section 4.	KMC interprets this language to mean that they can interconnect at an end office and pay dedicated transport to the tandem. Sprint’s position is that KMC only gets the local NXX at that end office.	<p>KMC proposes to delete. This language is redundant and is already addressed in the proposed language to be moved from Attachment C – Section 4.</p> <p>Alternative language:</p> <p>2.4.1 Charges billed to Sprint by KMC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the KMC for the same services. Where KMC’s switch serves a geographical area comparable to the area served by the Sprint tandem, Sprint shall pay KMC for Tandem Switching, common transport, and end-office termination. If the KMC switch serves a geographical area that is not comparable to the area served by the Sprint tandem, Sprint shall pay KMC end-office termination.</p>	2.4.2 Charges billed to Sprint by CLEC for the transport and termination of Local Telecommunications Traffic will be equal to those that Sprint assesses the CLEC for the same services. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC directly from an end office, Sprint shall pay CLEC end office termination. Where CLEC is interconnected at a Sprint tandem and Sprint delivers its traffic to CLEC from the tandem and the CLEC switch serves a geographical area greater than or equal to the area served by the Sprint tandem, Sprint shall pay CLEC for Tandem Switching, common transport, and end-office termination. If the CLEC switch serves a geographical area less than the area served by the Sprint tandem, Sprint shall pay CLEC end-office termination
73.	F 21. Tandem Switching	2.4.2	Closed. Redundant issue. See Part C – Section 4.	Sprint provided alternative language to KMC requiring KMC only show a geographic comparability to Sprint tandems to receive the tandem switching rate. This was an issue that was part of the settlement.	2.4.2 The parties agree that, for purposes of this Agreement, and expressly subject to the change of law provisions contained in the Agreement (if any) KMC’s switch shall be considered to serve a geographic area comparable to the geographic area served by Sprint’s local tandem switch (the “Sprint Switch Service Area”) within the meaning of	None proposed.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3)) and applicable state law. The parties further agree that KMC's self-certification of the fact that it meets the geographic comparability requirements set forth in FCC Rule 51.711(a)(3) (47 C.F.R. § 51.711(a)(3)) is based on the fact that KMC's meets the following conditions:</p> <p>2.4.2.1 KMC has deployed a switch, and has opened NPA/NXXs for the purpose of providing service in some or all of the exchanges located within the geographic area claimed to be served by KMC's switch (the "KMC Switch Service Area"); and</p> <p>2.4.2.2 KMC's provision of service within KMC's Switch Service Area is accomplished using either:</p> <p>2.4.2.2.1 its own facilities; or</p> <p>2.4.2.2.2 a combination of its own facilities and facilities leased from Sprint and/or a third entity; and</p> <p>2.4.2.2.3 the KMC Switch Service Area and the Sprint Switch Service Area are similar in size and/or population coverage, <i>provided that</i>:</p> <p>2.4.2.2.3.1 the KMC Switch Service Area and the Sprint Switch Service Area need not coincide; and</p> <p>2.4.2.2.3.2 the KMC Switch Service Area need not be entirely within the service territory of Sprint; and</p> <p>2.4.2.2.3.3 the KMC Switch Service Area need not incorporate very sparsely populated areas or largely uninhabited areas such as lakes, nature preserves, or swamps,</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					even if such areas are served by Sprint in accordance with its obligations as the “carrier of last resort.”	
74.	F 22. Tandem Switching	2.4.3	Closed. Redundant issue. See issue at Part C – Section 4.	KMC deleted process used to validate geographic coverage.	<p>Numbering causes disconnect re: topics:</p> <p>2.4.3 KMC may choose to establish direct trunking to any given end office, where Technically Feasible. For calls terminating from KMC to subscribers served by these directly-trunked end offices, KMC shall also pay for end office termination. For calls terminating from Sprint to KMC, Sprint shall also pay for end office termination.</p>	<p>2.4.3 The following process will be used to validate the geographic area.</p> <p>2.4.3.1 Sprint will provide the CLEC information concerning the end offices served by Sprint’s tandem for the CLEC to use in determining geographic comparability.</p> <p>2.4.3.2 The CLEC will certify in writing that they are offering <u>facilities</u> based service through either owned or leased facilities to the majority of customers served by the end offices.</p>
75.	F 23. End Office Termination	2.4.4	Closed. Redundant issues. See issue at Part C – Section 4.	Sprint combines the topics of “validating geographic service area” and end office switching	See KMC’s 2.4.2 and 2.4.3	2.4.4 Sprint may request proof of service at least once per year. Proof will consist of a sample of addresses actually served by the CLEC switch showing that they are meeting the obligation. KMC may choose to establish direct trunking to any given end office, where Technically Feasible. For calls terminating from KMC to subscribers served by these directly-trunked end offices, KMC shall also pay for end office termination. For calls terminating from Sprint to KMC, Sprint shall also pay for end office termination.
76.	F 24. CCS Signaling	3.2	Open	New language on signaling from MCI agreement	3.2 The Parties will provide CCS to each other in conjunction with all trunk groups supporting Local Traffic and transit and toll traffic, except for known limitations with INP trunking. The Parties will cooperate on the exchange of TCAP messages to facilitate full inter-operability of CCS-based	None proposed.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>features between their respective networks, including all CLASS features and functions. The exchange of TCAP messages will be on a bill-and-keep basis for messages associated with local traffic. All available CCS signaling parameters will be provided including, but not limited to ANI, originating line information ("OLI"), calling party category, Charge Number, and CPN. All privacy indicators will be honored. For terminating FGD, Sprint will pass CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided by KMC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.</p>	
77.	F 25. SS7 Signaling Network	3.3	Closed	KMC proposed language moved to Section E.	KMC proposed detailed SS7 Signaling language specific to interconnection. Language moved to Section E.	3.3 Refer to Part E, for detailed terms of SS7 Network Interconnection.
78.	F 26. Forecasting Adjustment	4.1.2.1 and 4.1.2.2	Closed.	<p>KMC added language from MCI-metro ICA to build to higher forecast, however, KMC deleted language in 4.1.5.1 that Sprint may recoup any actual and reasonable expenses incurred if it builds to higher forecast.</p> <p>11/03/2003 - See changes in 4.1.5.</p>	<p>4.1.2.1 If the Parties are unable to reach such reconciliation, the local interconnection trunk groups shall be provisioned to the higher forecast. At the end of three (3) months, the utilization of the local interconnection trunk groups will be reviewed and if the average Centi Call Seconds (CCS) utilization for the third month is under seventy-five percent (75%) of capacity, either Party may issue an order to resize the trunk group.</p> <p>4.1.2.2 If the Parties agree on the original</p>	None proposed

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					forecast and then it is determined that a trunk group is under seventy-five percent (75%) of Centi Call Seconds (CCS) capacity on a monthly-average basis for each month of any six (6) month period, either Party may issue an order to resize the trunk group.	
79.	F 27. Forecasting Penalty	4.1.5	Closed.	<p>KMC deleted language related to forecasting trunks.</p> <p>11/3/2003: Use Sprint language with modification.</p>	Language at 4.1.2 represents KMC's counterproposal.	<p>4.1.5 The parties agree to abide by the following if the forecast vary significantly and a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:</p> <p>4.1.5.1 In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.</p> <p>4.1.5.2 The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.</p> <p>4.1.5.3 Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
80.	F 28. Escalation Lists	4.3.4	Open	KMC wants to have escalation list. Language is from MCImetro Agreement.	4.3.4 KMC and Sprint agree to exchange escalation lists which reflect contact personnel including vice president level officers. These lists shall include name, department, title, phone number, and fax number for each person. KMC and Sprint agree to exchange an up-to-date list on a quarterly basis.	None proposed.
81.	F 29. Traffic Utilization Reports	4.3.5	Open	KMC wants Sprint to provide traffic utilization reports.	4.3.5 Sprint agrees to provide traffic utilization reports to KMC for Interconnection trunks and End Offices subtending the tandem, for use by the Parties to determine End Office and Interconnection trunking requirements where KMC interconnects. The reports shall contain traffic utilization data reflected in industry standard format, with industry standard thresholds which can be used to determine the trunks needed to meet the traffic demand. These reports are to be made available on a monthly basis via email or other mutually agreed upon electronic interface. The Parties agree to work cooperatively to develop a business process, including a regular review meeting, for the exchange of the trunk utilization data and joint review of the data.	None proposed.
82.	F 30. Data Interexchange	4.3.6	Open	KMC requested language is from Attach IV, 4.3.7 of MCI agreement relating to DIXC.	4.3.6 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data utilizing the Data Interexchange KMC (DIXC) process. The traffic data to be exchanged will include, but is not limited to, Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Over-	None proposed.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					flow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. DIXC traffic data must be provided electronically using a method agreed to by the Parties, as it is collected.	
83.	F 31. PLU Audit	6.3.1	Closed.	Audit of PLU – KMC to limit to no more than twice per year. 11/3/2003: Redundant issue to issue #17.	Intentionally left blank.	6.3.1 The Parties agree to review the accuracy of the PLU on a regular basis, but no more often than twice a year. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.
84.	F 32. PLU Audit	6.3.2	Closed.	Language for audit of PLU. KMC proposes 30 days' notice. Otherwise, the Parties agree to the language as stated. 11/3/2003: Issue closed, 6.2.1 and 6.2.2 intentionally left blank. See revised language in Section 4.14 of Attachment C – Section 4.	6.3.2 KMC and Sprint agree to exchange such reports and/or data as provided in this Part F, including in §6 to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than thirty (30) business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed to independent auditor paid for by the Party requesting the audit and may include review of the data described in Section 7 above. Any adjustments, credits, or payments, and any corrective action that is determined to be necessary, as a result of this audit shall be made or taken in accordance with the procedures set forth in subsection 22.4 of Part A of this Agreement.	6.3.3 KMC and Sprint agree to exchange such reports and/or data as provided in this Part F, including in §6 to facilitate the proper billing of traffic. Either Party may request an audit of such usage reports on no fewer than ten (10) business days' written notice and any audit shall be accomplished during normal business hours at the office of the Party being audited. Such audit must be performed by a mutually agreed to independent auditor paid for by the Party requesting the audit and may include review of the data described in Section 7 above. Any adjustments, credits, or payments, and any corrective action that is determined to be necessary, as a result of this audit shall be made or taken in accordance with the procedures set forth in subsection 22.4 of Part A of this Agreement

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
85.	F 33. Failure to provide originating line information	7.3.1.2	Closed.	Sprint researching issue with SME. 11/3/2003: KMC accepted Sprint's language.	7.3.1.2 If the terminating Party requests, and the transiting Party does not provide, the terminating Party with signaling information in the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party at the termination Party's IntraLATA switched access rates for transited traffic which does not identify the originating third Party telecommunications carrier.	7.3.1.2 If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party.
86.	F 34. ANI/OLI	7.4.1	Closed.	Sprint has issues with the ANI and OLI references 11/3/2003: Closed. Sprint agreed to KMC's language.	7.4.1 Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including ANI, OLI, originating telephone number, local routing number and CIC.	7.4.1 Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.
87.	F 35. Terminating Party information for Transit Traffic	7.4.2	Closed	KMC deleted second sentence in which Sprint is reimbursed for providing this information. KMC also would like to address instances where KMC could potentially provide wholesale switching. 11/3/2003: KMC accepted Sprint language as identified herein.	7.4.2 The transiting Party agrees to provide the terminating Party information on traffic originated by a third party, non-customer, Telecommunications KMC.	7.4.2 The transiting Party agrees to provide the terminating Party information on traffic originated by a third party Telecommunications Carrier. To the extent either Party incurs additional cost in providing this billing information, the receiving Party agrees to reimburse the Party providing the terminating information for its reasonable direct costs of providing this information.
88.	F 36. Indirect Traffic	8.3	Closed.	Sprint to clarify who is "Carrier" 11/3/2003: Closed subject to changes to KMC proposed language	8.3 Compensation for Indirect Traffic 8.3.1 Non-Local and Non-ISP-Bound Indirect Traffic	8.3 Compensation for Indirect Traffic 8.3.1 Non-Local and Non-Information Access Indirect Traffic

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
				included herein.	<p>8.3.1.1 Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.</p> <p>8.3.1.2 Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Party's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.</p> <p>8.3.2 Local Traffic and ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Part F (OPEN TO IDENTIFY RECIP COMP PROVISIONS AS THE REFERENCE).</p> <p>8.3.2.1 Indirect Traffic Terminating to Sprint</p> <p>8.3.2.1.1 Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from the originating Party through the Third Party transiting party, and the over terminating Party's facilities through a Tandem Switch or an End Office Switch would include charges from the terminating Party for Common Transport to the Tandem Switch, Tandem Switching,</p>	<p>8.3.1.1 Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.</p> <p>8.3.1.2 Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating Carrier's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.</p> <p>8.3.2 Local Traffic and ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Error! Reference source not found..</p> <p>8.3.2.1 Indirect Traffic Terminating to Sprint</p> <p>8.3.2.1.1 Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from Carrier through the transiting party, and the over Sprint facilities through a Sprint Tandem Switch to a Sprint End Office Switch would include charges from Sprint to Carrier for Common Transport to the Tandem Switch, Tandem Switching, Common Transport to the End Office Switch and End Office switching. A call terminating from Carrier though the transiting party, and then</p>
					Common Transport to the End Office Switch	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>the End Office Switch and End Office switching in accordance with Part F.</p> <p>8.3.3 Transit Traffic. The originating Party shall pay the transiting Party for the rate elements used, including Common Transport and Tandem Switching rate elements.</p>	<p>over Sprint facilities through a Sprint End Office Switch to a Sprint Remote Switch would include charges from Sprint to Carrier for Common Transport to the End Office Switch (except where the transiting party is collocated in the Sprint End Office), End Office switching, and Common Transport to the Remote Switch.</p> <p>8.3.2.2 Indirect Traffic Terminating to Carrier: 8.3.2.2.1 For Indirect Traffic terminating on Carrier's network, Carrier will bill Sprint the same rates as Sprint charges Carrier for Indirect Local Traffic terminating on Sprint's network.</p> <p>8.3.3 Transit Traffic. The originating Party shall pay the transiting Party for the rate elements used, including Common Transport and Tandem Switching rate elements.</p>
89.	F 37. Order and Maintenance Control	9.2	Closed	Sprint accepted KMC's 9.2.	9.2 KMC and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.	None proposed
90.	F 38. Quarterly Network Meetings	9.3	Closed	KMC wants to establish quarterly meetings with Network Management. KMC accepted Sprint's language.	9.3 The Parties agree, upon request from KMC, to establish quarterly Network Management joint meetings, via conference call or other forum to review forecasts, utilization reports, network design and any open issues related to the Interconnection or the Parties networks.	9.4 The Parties may agree, upon request from KMC, to establish quarterly Network Management joint meetings, via conference call or other forum to review forecasts, utilization reports, network design and any open issues related to the Interconnection or the Parties networks.

KMC/Sprint Arbitration Issues Matrix

Agreement: Part I
State: Florida
Last Update: 11/10/03

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
91.	I 1. Nondiscriminatory Access Requirements	Entire Agreement	Open	This issue relates to KMC's ability to adopt provisions from existing interconnection agreements.	No specific language proposed.	No specific language proposed.
92.	I 2. Escalation Process	1.1.2.1	Open	Sprint will not agree. Sprint provides a phone number that KMC can contact to escalate issues. The operator keeps a log of what level KMC is at. Sprint asserts this keeps CLECs from skipping escalation levels and going straight to the top.	1.1.2.1. Sprint and KMC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. The Escalation Process shall include without limitation provisions such that (i) each Party will provide the other Party names, telephone numbers and pagers of managers up to the Vice President level for the escalation of unresolved matters, (ii) timing for each escalation level of one (1) business hour to respond to the escalation before the issue is escalated to the next level and (iii) .	None proposed.
93.	I 3. Intercompany Contact List	1.1.2.2	Closed	Parties agree to KMC proposed language.	1.1.2.2. In addition, Sprint and KMC will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after CLEC's request. Each party shall notify the other party of any changes to its intercompany contact list as soon as practicable before such changes are effective.	None proposed
94.	I 4. Contingency and Disaster	1.1.2.3	Closed	Parties agree to KMC proposed language.	1.1.2.3. No later than thirty (30) days after KMC's request Sprint and KMC shall jointly establish contingency and disaster recovery plans for those cases in which normal Service Ordering, Provisioning, Mainte-	None proposed.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
	Recover Plans				nance, Billing, and other procedures for Sprint's unbundled Network Elements, features, functions, and resale services are inoperable.	
95.	I 5. Notice of proposed changes in Service	1.2.1.1	Closed	Parties agree to KMC proposed language.	1.2.1.1. Sprint shall notify KMC of any proposed changes in the terms and conditions under which it offers unbundled Network Elements including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in rates upon Sprint's filing of such change with the Commission, or as required by state notification guidelines, whichever is earlier.	None proposed.
96.	I 6. Essential Services	1.2.2	Closed	Parties agree to KMC proposed language.	1.2.2 Essential Services. For purposes of Service restoration, Sprint shall designate an access line as an Essential Service Line ("ESL"), as such term is defined under applicable state law or regulation, upon KMC's request and at Parity with Sprint's treatment of its own subscribers with regard to ESL.	None proposed.
97.	I 7. IRES Training	1.2.4.2	Closed	Parties agree to KMC proposed language.	1.2.4.2. Sprint shall train KMC employees at a Sprint location of Sprint's choosing on any Sprint-owned or -developed systems and processes non-industry standard and which need to be used by KMC's employees or agent to carry out this Agreement and shall provide at least the same information available to Sprint employees. KMC will bear any and all travel expenses incurred by or on behalf of such employees in connection with attendance at such training sessions.	None proposed
98.	I 8. CIC Codes	1.2.5.1	Closed	Parties agree to KMC proposed language.	1.2.5.1. Sprint shall provide to KMC the active Codes ("CIC") for both Dial 1 and 800 services for each of its access tandems and shall provide updates promptly as those codes change from time to time. [MCI, Att 8, 1.2.6.1]	None proposed
99.	I 9. Calls for Monitoring	1.3	Closed.	Issue addressed in Part B, Section 32. Participants agree to omit KMC proposed language.	1.3. The Parties agree to adhere to the processes and procedures, including timeframes, as outlined in this Part I and elsewhere in this Agreement. The Parties	None proposed

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
	Performance and Business Processes				<p>agree to establish regular monthly conference calls and quarterly service review meetings for the purpose of monitoring and managing adherence to the business processes and interfaces and to review Sprint Performance Metrics under this Agreement and as stipulated by the Commission(s). The participants in the meeting will include the appropriate operational staff from both Sprint and KMC as needed to be effective in the discussion and resolution of issues. The agenda will include, but is not limited to, general account management, service provisioning, installation and maintenance, and billing. Each Party shall document to the Other Party any issues prior to the meeting. Action plans for each issue will be established, including but not limited to, root cause analysis, retraining and follow up meetings to determine progress. The Parties will make every effort to resolve open issues to their mutual satisfaction within thirty (30) calendar days. An issue not resolved within thirty (30) calendar days of initiation shall be escalated to a level of management with authority to resolve the issue. If the issue is not resolved within sixty (60) days of initiation, the initiating Party may escalate it to the Dispute Resolution process outlined in Part A, unless otherwise agreed by the Parties.</p>	
100.	I 10. Parity	2.1	Closed	Parties agree to KMC proposed language.	<p>2.1. Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable KMC to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as Sprint provides itself, its Affiliates or its own subscribers.</p>	None proposed.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
101.	I 11. Customer Payment History	2.5 et seq.	Closed	Sprint agreed to allow KMC to pick and choose MCI language.	<p><u>2.5. Customer Payment History.</u> Sprint will participate in NCTDE (National Consumer Telecommunications Data Exchange) and commit to providing NCTDE with two (2) years of historical information on UCAs for their local accounts and also report current UCA information in accordance with NCTDE required timelines for the purpose of providing KMC with third party access to Customer Payment History. Sprint will make the following Customer payment history information available in accordance with the NCTDE format to the extent the same is available for Sprint's own use for each Person or entity that applies for (i) local service; or (ii) intraLATA toll Telecommunications Service(s). As of the effective date of this Agreement, Sprint provides information to NCTDE regarding payment history of Sprint residential End Users. During the term of this Agreement, Sprint will continue to provide such information to NCTDE provided that: (1) NCTDE continues to accept information from Sprint through the third party administrator Sprint currently uses in the same format and under the same terms and conditions as such information is currently provided; (2) the third party administrator that Sprint currently uses to provide such information to NCTDE continues to administer the data transmission function on Sprint's behalf on the same terms and conditions as exist currently; (3) NCTDE does not impose any charges on Sprint for Sprint's provision of such information; (4) Sprint is not required to join NCTDE as a participant or recipient of data from NCTDE in order to continue providing information as described herein; and (5) there is no change in law or enforcement of any existing law that, in Sprint's legal judgment, imposes an unreasonable risk on Sprint in connection with its provision of the information to NCTDE. The Parties agree that in the event Sprint ceases providing such information to NCTDE, the Parties will work coopera-</p>	None proposed.

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					<p>tively to develop a mutually acceptable alternative arrangement for Sprint to provide the information to KMC, either directly or through a third party. In determining whether such alternative arrangement will be acceptable to either Party, the Parties may consider, among other things, cost and administrative burden.</p> <p>[MCI, Att 8, 2.1.5]</p> <p>2.5.1 Such information shall be provided on the condition that the credit reporting agency only make such information available to the carrier to which the person or entity in question has applied for Telecommunications Service.</p> <p>2.5.2. Sprint shall not refuse service to KMC for any potential KMC subscriber on the basis of that subscriber's past payment history with Sprint. KMC shall establish the credit scoring criteria for applicants for KMC services.</p> <p>2.5.3. Sprint shall not refuse service to KMC for any potential KMC subscriber on the basis of that subscriber's past payment history with Sprint.</p> <p>2.5.4. The provision of Services by either Party to the other shall not create a property interest of the served Party in the providing Party's facilities or equipment.</p>	
102.	I 12. Notification of PIC Changes	2.7 et seq.	Closed	Parties agree to KMC proposed language.	<p>2.7. Notification to Long Distance Carrier [MCI, Att 8, 2.1.7]</p> <p>2.7.1. Sprint agrees to notify KMC using OBF-approved CARE transactions, whenever a KMC subscriber who is provided local service through services for resale, INP/NP, or unbundled Network Elements changes KMC PIC status.</p> <p>2.7.2. Sprint shall support and implement new Transaction Code Status Indicators ("TCSIs") defined by OBF in support of local resale to enable KMC to provide seamless subscriber service.</p> <p>2.7.2.1. Sprint shall implement TCSIs used in conjunction with the new Local Service Provider ("LSP")</p>	None proposed

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					<p>Identification Code for handling Account Maintenance, Subscriber Service, and Trouble Administration issues. These TCSIs include 4001/02/05, 4201-4203, 4205, 4301, 2033, 2233, 3148, 3149, and others as OBF may define.</p> <p>2.7.2.2. In addition, Sprint shall implement TCSIs used in conjunction with the new Ported Telephone Number field to link “shadow” and ported telephone numbers in support of Interim Number Portability. These TCSIs include 2231, 3150, and others as OBF may define.</p> <p>2.7.3. Sprint shall provide to KMC the Local Service Provider (“LSP”) ID on purchased lists of KMC PIC’d and non-PIC’d subscribers.</p> <p>2.7.4. Sprint shall provide the Ported Telephone Number (“PTN”) on purchased CARE lists of KMC PIC’d and non-KMC PIC’d subscribers.</p>	
103.	I 13. Pre-qual	2.9	Closed	Parties agree to delete.	<p>2.9. Pre-qualification Process Requirements</p> <p>2.9.1. Loop pre-qualification. Sprint shall accept KMC requests for pre-qualification of a loop, that is, to determine if provisioning of the circuit will have additional costs, such as that required for special construction, grooming or conditioning.</p> <p>2.9.2. Such pre-qualification requirements proposed by Sprint shall be subject to joint KMC-Sprint technical discussion and review, consistent with reasonable and generally accepted Engineering standards of circuit provisioning. Following such review, KMC will make final decision to proceed with the work proposed based on the outcome of that joint review.</p> <p>2.9.3. Where the Parties are unable to agree upon the pre-qualification requirements within thirty (30) days of the initial feedback from Sprint, shall be escalated to through KMC’s Carrier Manager and the Sprint Account Manager. If not resolved within thirty (30) days following the escalation to the Account Manager, ei-</p>	

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					<p>ther Party may escalate the dispute to the Dispute Resolution Process as outlined in Part B of this Agreement.</p>	
104.	I 14. Subscriber Conversion and Coordinated Cut-over	2.10.2.5 et seq.	Open	Sprint proposed AT&T process.	<p>2.10.2.5. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint and KMC will mutually agree on a scheduled conversion time twenty-four (24) to forty-eight (48) hours prior to the actual conversion, which will be a designated time period, not to exceed a two (2) hour window, on a designated date. KMC may designate the conversion time on an order by order basis. For time specific conversions, Sprint will verify the cut-over time designated by KMC twenty-four (24) to forty-eight (48) hours in advance to ensure that the conversion is to be completed as ordered. [MCI, Att 8, 2.2.2.5, modified with procedure interface as defined with BellSouth]</p> <p>2.10.2.5.1. Sprint will coordinate activities of all Sprint work groups involved with the conversion. This coordination will include, but not be limited to, work centers charged with manual cross-connects, electronic cross-connect mapping, and Switch translations (including, but not limited to, implementation of interim local number portability translations). [MCI, Att 8, 2.2.2.5.1]</p> <p>2.10.2.5.2. Both parties agree to use best efforts to ensure mutually agreed to conversion times will commence within fifteen (15) minutes of the designated conversion time. [KMC existing procedural interface with BellSouth]</p> <p>2.10.2.5.3. Sprint will notify KMC when conversion is complete. [MCI, Att 8, 2.2.2.5.2]</p> <p>2.10.2.5.4. End user service interruptions shall be held to a minimum, with a target of no more than fifteen (15) minutes or less for each loop. In any event such interruption shall not exceed the time Sprint experi-</p>	Sprint proposed AT&T negotiated process.

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					<p>ences when performing such work for its own subscribers. [MCIm, Att 8, 2.2.2.5.3, modified]</p> <p>2.10.2.5.5. Upon request by KMC, Sprint will provide support for managed 'hot' cuts, defined as the highest level of service coordination and may require Sprint to dispatch a technician to the end user's premise for the coordinated conversion. Additional charges may apply as defined in the Pricing Table One of the Agreement, where the normal service provisioning process does not require dispatch of a technician. These charges shall be non-discriminatory, cost based rates not more than what Sprint would charge itself or any other Carrier or Sprint Affiliate.</p> <p>2.10.2.5.6. Any request made by KMC to coordinate conversions after normal working hours, or on Saturday's or Sunday's or Sprint holidays shall be performed at KMC's expense.</p> <p>2.10.2.5.7. When Sprint fails to meet the timeframes specified herein for a number port or coordinated cut-over, the management of a rescheduled cutover shall be escalated a level of Sprint management higher than the level assigned on the failed cutover. Failure of Sprint to meet the timeframes specified herein for three (3) consecutive number ports and coordinated cutovers, shall constitute a chronic performance problem which shall be addressed and resolved pursuant to §1.3 of this Part I.</p> <p>2.10.2.5.8. For subscriber conversions not requiring coordinated cut-over activities, Sprint will provide a notification when the physical wirework is completed, which shall be at least thirty (30) minutes prior to the designated conversion time. This notification will allow KMC to ensure minimal end user loss of service, provided that KMC promptly sends the activate message to NPAC to port the number. [KMC's process with BellSouth].</p>	

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105.	I 15. Notifica- tion of DDD Change	2.10.4.6	Closed	Parties agree to KMC proposed language.	2.10.4.6. Sprint shall use best efforts to complete orders by the KMC requested DDD within agreed upon intervals and performance measures, if any, and shall provide proactive notification if Sprint makes a change in the DDD.	None proposed
106.	I 16. Intelligent FOC	2.10.6.4	Closed	Parties agree to KMC proposed language.	2.10.6.4. When available, Sprint and KMC shall work together to implement Sprint's 'Intelligent FOC' process.	None proposed.
107.	I 17. Minor Is- sues Over Phone	2.10.7.2	Closed	Parties agree to KMC proposed language.	2.10.7.2. Upon request, Sprint shall inform KMC by telephone of any minor administrative order errors which can be immediately corrected by KMC and re-submitted.	None proposed.
108.	I 18. Pending and No Facilities	2.10.7.4 et seq.	Open	New language to incorporate Triennial Review Order.	2.10.7.4 Pending or No Facilities. Consistent with the FCC's Order in Docket No. CC 01-228, <i>In the Matter of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers</i> ("Triennial Review Order"), Sprint will perform routine modifications to fulfill KMC orders in the same manner it does so for its own customers. In accordance with the Triennial Review Order, Sprint may designate an order as "Pending" or "No Facilities" when KMC's order requires the construction of a new local loop from scratch by trenching or pulling cable. Sprint shall provide notification of Pending or No Facilities orders, within two (2) business days of order receipt and shall specify whether the orders are rejected due to 'pending' facilities, 'no' facilities or additional construction required. Sprint shall include verification that all equipment and facility options have been reviewed for availability to provision the requested service, including without limitation, spare or retired copper facilities, next generation equipment and availability of spare timeslots on channel banks. Further Sprint shall make available, where technically feasible, alternative ser-	None proposed

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					vice options to provide services by the requested due date, including but not limited to Resale services at UNE rates or spare channels on a digital DSL. Such alternatives shall be subject to joint KMC-Sprint technical discussion and review. Following such review, KMC will make the final decision to proceed with a service provisioning alternative.	
109.	I 19. Service Order Changes	2.10.8 et seq.	Closed	Sprint agreed to KMC language with the exception of 2.10.8.2. KMC agreed to restore Sprint original language for 2.10.8.2.	<p>2.10.8. Service Order Changes</p> <p>2.10.8.1. In no event will Sprint change a KMC initiated service order without a new service order directing said change. If an installation or other KMC ordered work requires a change from the original KMC service order in any manner, KMC shall initiate a revised service order. If requested by KMC, Sprint shall then provide KMC an estimate of additional labor hours and/or materials.</p> <p>2.10.8.1.1. If additional work is completed on a service order, as approved by KMC, the cost of the work performed will be reported promptly to KMC.</p> <p>2.10.8.1.2. If a service order is partially completed by Sprint, notification to KMC must identify the work that was done and work remaining to be completed.</p> <p>2.10.8.2. If a KMC subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of KMC, Sprint, while at the subscriber premises, shall direct the KMC subscriber to contact KMC so as to avoid unnecessary delays in service activation should a Sprint representative leave the subscriber premises. [MCI, Att 8, 2.2.8.2]</p>	None proposed.
110.	I 20. Testing in accordance with industry stan-	2.10.9 et seq.	Closed	Language moved to Section 6.3 of Attachment E (language will be negotiated in the context of Attachment E).	<p>2.10.9. Loop Acceptance Process. This process shall be as follows: [under KMC SME review]</p> <p>2.10.9.1. Sprint will perform the appropriate pre-service tests to ensure KMC service is delivered to the appropriate connecting point. Testing will be scheduled</p>	None proposed.

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	dards				<p>to occur on the Plant Test Date (PTD) to test the Sprint portion of the requested service consistent with the following:</p> <p>(A) The Sprint technician is responsible to install, option and adjust all necessary equipment at the customer location according to engineering specifications.</p> <p>(B) Sprint will perform remote or on-site testing as required.</p> <p>(C) If remote testing, the Sprint technician will contact the KMC Operations Center to test and accept loops that includes bridging the access customer on line for cooperative testing of the complete circuit. Testing must obtain an 'end to end' test of Sprint provided equipment and facilities.</p> <p>(D) If remote testing is not available, the Sprint technician will contact a technician in the controlling office to bridge on the access customer to perform cooperative testing of the complete circuit, to a point as close as possible to the access customer equipment in order to obtain an 'end to end' test of Sprint provided equipment and facilities.</p> <p>2.10.9.2. Acceptance Test on the Due Date: Cooperative testing between Sprint and KMC on Due Date (DD), which normally will be performed remotely, unless the service is not equipped with appropriate device or the test fails to meet acceptance criteria, in which case on-site testing will be required. Sprint will advise KMC at completion of the conversion or turn up of new services in order for KMC to accept or reject the services being provisioned. The process shall allow that if KMC does not test and accept within six (6) business hours on the due date, Sprint shall leave the loop in place as accepted and initiate billing.</p> <p>2.10.9.3. Once a loop is accepted and/or turned over to KMC, the loop is to remain in place and capable of passing traffic until disconnected by KMC. Billing KMC for service shall begin upon KMC acceptance of</p>	

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					the loop or, as provided in § 2.10.9.2, on the Due Date if KMC fails to be available on the scheduled date of acceptance testing to complete the acceptance test. Notwithstanding the foregoing, if KMC tests the new service within twenty-four (24) hours of the acceptance, and it fails to meet the acceptance criteria based on the type of service and is not working as installed, the service shall be deemed to have failed the installation and the acceptance test and billing shall not begin until such service meets the acceptance criteria.	
111.	I 21. Cooperative Testing of Systems	2.11.2	Closed		2.11.2. Systems and Process Testing. Sprint shall cooperate with KMC upon KMC's request to use a system, to ensure that all operational interfaces and processes are in place and functioning properly. The Parties shall develop mutually testing procedures that simulate actual operational procedures and systems interfaces to the greatest extent possible. [MCI, Att 8, 2.2.10.2.1]	
112.	I 22. Advance Orders to Prepare UNEs and Switch Translations.	2.15.2	Closed	Parties agree to delete.	2.15.2. Prior to providing service in a specific geographic area or when KMC requires a change of network configuration, KMC may elect to place an order with Sprint requiring Sprint to prepare Network Elements and Switch translations in advance of orders for such Network Elements from KMC.	
113.	I 23. Credit when IRES Down	2.16.1.2	Closed	Parties agree to KMC proposed language.	2.16.1.2. When the Sprint Electronic Interface (i.e. IRES or equivalent) is unavailable, Sprint agrees that the NEAC or similar function will accept CLEC manual orders at the same price as electronic orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and Sprint.	

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114.	I 24. List of intra- and inter-LATA carriers	2.16.1.3	Closed	Parties agree to KMC proposed language.	2.16.1.3. Upon request, Sprint shall provide to KMC a list of all IntraLATA and InterLATA carriers available for subscriber selection on a Central Office level. [MCI, Att 8, 2.3.2.1]	None proposed.
115.	I 25. CSR on IRES and if down, fax	2.16.2	Closed	Sprint accepted KMC proposed subject to modification. Language reflected as KMC proposed.	2.16.2. The preordering Electronic Interface (i.e. IRES or equivalent) shall include on line access by KMC to Customer Service Records ("CSRs"). When access to CSRs is not available through the electronic interface, Sprint shall provide a faxed copy of the CSR as soon as practicable, at no additional charge.	None proposed.
116.	I 26. Execution LOA with each end user	2.16.3.1	Closed	Parties agree to KMC proposed language.	2.16.3.1. Information shall be in an industry defined format, or as mutually agreed by the Parties. Sprint shall provide to KMC an electronic interface (i.e. IRES or equivalent) to Sprint subscriber information. Such systems will allow KMC to obtain the subscriber profile, including subscriber name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber accounts. The preordering Electronic Interface (i.e. IRES or equivalent) includes the provisioning of CPNI from Sprint to KMC. The Parties agree to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties and the use of that information by the requesting party. [MCI, Att 8, 2.3.2.3.1 and 2.3.2.3.2, added to Sprint language]	
117.	I 27. CPNI is Passed Along in IRES	2.16.3.1 .1	Closed	Sprint accepted KMC proposed as modified and reflected in KMC proposed.	2.16.3.1.1. When access to CPNI is not available through the electronic interface, Sprint shall provide a faxed copy of the CPNI as soon as practicable, at no additional charge.	

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118.	I 28. Six Month Notice of SPA Split	2.16.5.4	Closed	Parties agree to KMC proposed language.	2.16.5.4. To the extent Sprint has such information, Sprint shall provide to KMC upon request, advance information of the details and requirements for planning and implementation of NPA splits at least six (6) months prior to implementation of the split.	
119.	I 29. Provide Results of Mechanized Loop Tests	2.16.5.6	Closed	Moved to Attachment E for further negotiation.	2.16.5.6. Sprint shall provide KMC with results from routine mechanized loop tests for those instances when Sprint provides Local Switching and KMC provides the Loop. Results of any non-routine testing requested by KMC shall be provided at KMC's expense.	
120.	I 30. Open subject to Part B	2.19	Closed	Parties agree to delete.	2.19. The Parties agree to jointly develop additional processes or procedures as the need arises to improve service delivery during the life of the agreement. Any mutually agreed modifications affecting the procedures or timeframes outlined in this § 2 will require Amendment of the Agreement pursuant to Part B.	
121.	I 31.	3.1.10	Closed	Parties agree to KMC proposed language.	3.1.10. When sending connectivity bills via electronic transmission, to avoid transmission failures or the receipt of connectivity billing information that cannot be processed, KMC shall provide Sprint process specifications. Sprint shall comply with KMC's processing specifications when Sprint transmits connectivity billing data to KMC. KMC shall provide to Sprint notice if a connectivity billing transmission is received that does not meet KMC's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to KMC, at Sprint's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions shall be thirty-five (35) days when interim, non-industry standard billing is employed and thirty (30) days when permanent, industry standard billing is employed from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Part I. [MCIm Att 8, 3.1.13]	

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122.	I 32. Connect Direct	3.1.11	Closed	Parties agree to KMC proposed language.	3.1.11. Sprint shall deliver to a location specified by KMC, billing information via Network Data Mover ("Connect:Direct"), CD-ROM or paper, as agreed to by KMC and Sprint. In the event of an emergency, system failure or other such condition which prevents Sprint from transmitting via Connect:Direct, Sprint shall notify KMC of such difficulties. Sprint shall deliver to a location specified by KMC billing information via magnetic tape or paper, as agreed to by KMC and Sprint. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or overnight delivery and which contain connectivity billing data shall not be returned to the sending Party. [MCIm Att 8, 3.1.14]	
123.	I 33. Written Itemized Disputes	3.1.13	Closed	Parties agree to KMC proposed language.	3.1.13. Billed amounts which are being investigated, queried, or for which claims have or may be filed are not due for payment until such investigations, claims or queries have been fully resolved by both KMC and Sprint.	
124.	I 34. Billing Dispute Process	3.1.15 -- 3.6	Open		3.1.15. Billing Disputes. 3.1.15.1.No claims, under this Agreement, shall be brought for disputed amounts more than twelve (12) months from the date of occurrence which gives rise to the dispute. 3.1.15.2.Under this §3.1.15, if any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within forty five (45) days of the invoice receipt or the identification of such billing discrepancy, give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item, including but not limited to (i) the date of the bill in question, (ii) the account number or other identification	None proposed.

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					<p>of the bill in question, such as CBA/ ESBA/ASBS or BAN (iii) any telephone number, circuit ID number or trunk number in question, (iv) any USOC (or other descriptive information) questioned, (v) the amount billed, (vi) the amount in question, and (vii) the reason that the Non-Paying Party disputes the billed amount.</p> <p>3.1.15.2.1. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.</p> <p>3.1.15.2.2. Notwithstanding the foregoing, a failure to provide notice of a dispute within forty-five (45) days of the receipt of invoice shall not preclude either Party from subsequently challenging billed charges under this §3.1.15.2.</p> <p>3.1.15.3.If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business, including appropriate management escalations, within forty-five (45) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute.</p> <p>3.1.15.4.If the Parties are unable to resolve the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to §3.6.2, then either Party may file a complaint with the Commission pursuant to Article 22 of Part B of this Agreement to resolve such issues or proceed with any other remedy pursuant to law or equity.</p> <p>3.1.15.5.If the Non-Paying Party disputes any charges and the dispute is resolved in favor of such Non-Paying Party, the Parties shall cooperate to ensure that all of the following actions are taken:</p> <p>3.1.15.5.1. the Billing Party shall credit the invoice of the Non-Paying Party for that portion of the</p>	

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					<p>Disputed Amounts resolved in favor of the Non-Paying Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute;</p> <p>3.1.15.5.2. The Non-Paying Party shall pay the Billing Party that portion of the Disputed Amounts resolved in favor of the Billing Party, together with any Late Payment Charges assessed with respect thereto no later than the second Bill Due Date after resolution of the Dispute.</p> <p>3.1.16. Sprint shall credit KMC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.</p> <p>3.1.17. If either Party fails to pay by the Bill Due Date as established under §3.1.12 of this Part I, any and all undisputed charges billed to it under this Agreement, including any Late Payment Charges or miscellaneous charges (“Unpaid Charges”), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, the Billing Party shall notify the Non-Paying Party in writing pursuant to the time-frames and procedures identified herein that in order to avoid disruption or disconnection of the applicable Interconnection, Resale Services, Network Elements, functions, facilities, products and services furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to the Billing Party.</p> <p>3.1.17.1. With respect to Resale Services and Network Elements, Sprint will notify KMC of any Unpaid Charges that remain unpaid thirty (30) calendar days after the Bill Due Date and that KMC must remit payment within thirty (30) calendar days following receipt</p>	

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					<p>of Sprint's notice.</p> <p>3.1.17.2. If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party shall take the following actions not later than thirty (30) calendar days following receipt of the Billing Party's notice of Unpaid Charges:</p> <p>3.1.17.2.1. notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in § 3.1.15 of this Agreement, together with the reasons for its dispute; and</p> <p>3.1.17.2.2. pay to the Billing Party all undisputed Unpaid Charges.</p> <p>3.1.17.3. If any Unpaid Charges for Resale Services or Network Elements remain unpaid and undisputed sixty (60) calendar days past the Bill Due Date, Sprint shall notify KMC in writing that unless all Unpaid Charges for Resale Services and Network Elements are paid within thirty (30) calendar days following KMC's receipt of such notice, the Resale Services and/or Network Elements furnished to KMC under this Agreement for which Unpaid Charges are outstanding (i.e., delinquent and undisputed) may be disconnected at Sprint's option.</p> <p>3.1.17.3.1. On the same day that Sprint sends the letter required by §3.1.17.3, if KMC has not satisfied unpaid, undisputed charges, Sprint will suspend acceptance of any new order and completion of any pending order (other than a disconnect order) from KMC for any Resale Service or Network Element that could be furnished under this Agreement.</p> <p>3.1.17.4. Notwithstanding any other provision in this Agreement, only services with unpaid, undisputed charges may be disrupted or disconnected. Under no circumstances may services be disconnected or disrupted for non-payment of charges that are currently in</p>	

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					<p>dispute. Further the Parties agree that these procedures for Unpaid Charges will be invoked only after the Billing Party has confirmed the Billed Party has received an invoice for the services with a Bill Due Date established pursuant to §3.1.12 of this Part 1.</p> <p>3.1.18. Intentionally left blank.</p> <p>3.1.19. Intentionally left blank.</p> <p>3.1.20. Intentionally left blank.</p> <p>3.1.21. Intentionally left blank.</p> <p>3.1.22. Sprint shall establish a switched access meet point billing arrangement with KMC. This arrangement will include tandem routed IXC calls and IXC calls routed through a line that is ported via Remote Call Forward ("RCF") or FLEX DID from Sprint to KMC. [MCI, Att 8, 3.1.25]</p> <p>3.1.22.1. KMC will bill for carrier common line, local switching, RIC, and its portion of the transport charges for tandem routed IXC calls. For lines that are ported from Sprint to KMC, Sprint will bill only transport charges. KMC will bill for all other applicable access charges.</p> <p>3.1.22.2. The Parties will provide all necessary switched access records to each other for access billing at no charge.</p> <p>3.2. Information Exchange and Interfaces Where Parties have established interconnection, Sprint and the KMC 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 cycles. Sprint and CLEC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and CLEC agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect</p>	

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>Direct or cartridge). [MCI Att 8, Section 3.2 and as follows, except where noted]</p> <p>3.2.1. Sprint shall provide KMC a monthly connectivity bill that includes all connectivity charges incurred by and credits and/or adjustments due to KMC for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Sprint shall issue Connectivity Bills on a monthly basis and the billing cycle shall be on a calendar basis as agreed to by the Parties. Each connectivity bill provided by Sprint to KMC shall include: [MCI, modified so the Parties can agree to the billing cycle and content]</p> <p>3.2.1.1. All non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to the day before the next bill date;</p> <p>3.2.1.2. Any known unbilled non-usage sensitive charges for prior periods;</p> <p>3.2.1.3. Unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date;</p> <p>3.2.1.4. Any known unbilled usage sensitive charges for prior periods and</p> <p>3.2.1.5. Any known unbilled adjustments.</p> <p>3.2.2. The Bill Date must be present on each bill transmitted by the Parties, and must be a valid calendar date and not more than ninety (90) days old. Bills should not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the bill date. However, both Parties recognize that situations exists that would necessitate billing beyond the one year limit as permitted by law. These exceptions include;</p> <ul style="list-style-type: none"> • orders by a State or Federal Commission • charges connected with jointly provided services were by meet point billing guidelines require either Party to rely on records provided by a third 	

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>Party.</p> <ul style="list-style-type: none"> • charges incorrectly billed due to error in or omission of customer provided data such as PLU or PIU factors or other ordering data. <p>3.2.3. On each bill where “Jurisdiction” is identified, local and local toll charges shall be identified as “Local” and not as interstate, interstate/InterLATA, intrastate, or intrastate/IntraLATA. Sprint shall provide from and through dates for charges rendered on all connectivity bills.</p> <p>3.2.4. Intentionally left blank.</p> <p>3.2.5. Sprint and KMC shall issue all connectivity bills in accordance with the terms and conditions set forth in this Section 3. On connectivity bills that Sprint renders to KMC, BANs shall be thirteen (13) character alpha/numeric and there shall only be one (1) BAN per LATA per connectivity type. The bill date shall be the same day, month-to-month. Each Party shall provide the other Party with at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties shall provide one (1) connectivity billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month-to-month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All connectivity bills must be received by the other Party no later than ten (10) calendar days from bill date and at least thirty (30) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any connectivity bill received on a Saturday, a Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive connectivity billing data and information within the time period specified above, the payment due date will be extended by the number of days that such receipt has been delayed. [modified to show</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>by connectivity type]</p> <p>3.2.6. Sprint shall issue all connectivity bills containing such billing data and information in accordance with the most current version of CABS/SECABS published by Telcordia, or its successor, or such later versions as are adopted by Telcordia, or its successor, as agreed to by the Parties pursuant to subsection 3.1.1 herein.</p> <p>3.2.7. Upon implementation of the electronic interface, Sprint and KMC agree that each Party shall transmit connectivity billing information and data in the appropriate CABS or SECAB format electronically via Connect:Direct to the other Party at the location specified by such Party. The Parties shall mutually agree to the technical specifications and responsibilities for transmission. KMC will supply to Sprint its RACF ID and password before the first transmission of data via Connect:Direct. Any changes to either Party's Connect:Direct Node ID must be sent to the other Party no later than thirty (30) calendar days before the changes take effect. [modified to recognize the electronic interface is not yet implemented]</p> <p>3.2.8. In emergency situations, Sprint shall provide billing information in a CABS CD-ROM format which has previously been agreed to by the Parties. Notwithstanding the foregoing, either Party may request modification of these procedures from time to time. [Modified, tapes are not used]</p> <p>3.3. Standards. [MCI, Att 8, 3.3 in the following, except where noted as modified]</p> <p>3.3.1. Sprint shall provide notice to KMC at least ninety (90) days prior to any change in existing formats or change to a different mechanized format (i.e., CABS or SECAB). Sprint shall send to KMC connectivity bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attach-</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>ment at least thirty (30) days prior to such change.</p> <p>Sprint agrees that it shall not send to KMC bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.</p> <p>3.3.2. During the testing period, Sprint shall transmit to KMC connectivity billing data and information via paper or tape as specified by KMC. Test tapes shall be sent to a KMC-specified location.</p> <p>3.3.3. Sprint agrees that if it transmits data to KMC in a mechanized format, Sprint shall also comply with the following specifications which are not contained in CABS or SECAB guidelines but which are necessary for KMC to process connectivity billing information and data:</p> <p>3.3.4. The bill date shall not contain spaces or non-numeric values.</p> <p>3.3.4.1. Each connectivity bill must contain at least one (1) detail record.</p> <p>3.3.4.2. Any "from" date should be less than the associated "thru" date and neither date can contain spaces.</p> <p>3.3.4.3. The invoice number must not have embedded spaces or low values.</p> <p>3.3.5. Sprint agrees that in order to ensure the proper performance and integrity of the entire connectivity billing process, Sprint shall be responsible and accountable for transmitting to KMC an accurate and current bill. Sprint agrees to work with KMC to identify and implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by KMC.</p> <p>3.4. Revenue Protection. Sprint shall make available to KMC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS, which include, but are not limited to, line information data base fraud monitoring systems, high toll notifiers, SS7 suspect traffic alerts, AMA suspect traffic alerts, etc. Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error. [MCI, Att 8, 3.4.1]</p> <p>3.5. Sprint shall offer rates to KMC in a non-discriminatory manner in accordance with Part B, §§ 2, 13 and 23. Sprint must be able to bill any contracted rate in the Agreement within sixty (60) days, or two (2) bill cycles, of the rate change, Agreement or amended Agreement, with true-up completed within ninety (90) calendar days following the effective date of such rate change, Agreement or amended Agreement. If system changes are required to implement the new rates, the Parties agree to negotiate a mutually agreeable timeframe for the changes to be implemented. As part of that negotiation and prior to the change taking place, the Parties will agree upon a true-up timeframe, unless otherwise ordered by a State or Federal Commission.</p> <p>3.6. Intentionally left blank.</p>	
125.	I 35. Record of completed	4.2.3.1	Closed		4.2.3.1. Completed calls.	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
	calls.					
126.	I 36. Call Detail and Timing on Centrex Services	4.2.3.6	Closed		4.2.3.6. For Sprint-provided Centrex Service, station level detail which shall include complete call detail and complete timing information.	
127.	I 37.	4.2.3.7	Closed	Parties agree to delete.	4.2.3.7. Recording of completed calls which Sprint does not record for its own service offerings (e.g., flat rate free calling area service). [MCIm, Att 8, 4.1.1.3.6]	
128.	I 38. Charges for Recording	4.3.3.6	Closed		4.3.3.6. Sprint shall not bill for recording or rating usage data. Sprint shall bill KMC for message provisioning, data transmission and/or tape charges using tariff rates, if any, or at the rates contained in Table One of this Agreement. Sprint shall also bill CLEC for additional copies of the monthly invoice.	
129.	I 39.	4.6.5	Closed	Parties agree to delete.	4.6.5. Sprint System Change Description [MCIm, Att 8, 4.1.5.9]	
130.	I 40. Change Management	4.6.6 – 4.6.8	Closed	Parties agree to delete.	<p>4.6.6. Change Negotiations [MCIm, Att 8, 4.1.5.10]</p> <p>4.6.6.1. KMC shall be notified in writing of proposed change negotiations initiated by Sprint. In turn, KMC shall notify Sprint in writing of proposed change negotiations initiated by KMC.</p> <p>4.6.6.2. After formal notification of planned changes, whether originated by Sprint or KMC, designated KMC personnel shall schedule negotiation meetings as required with designated Sprint personnel.</p> <p>4.6.7. Changes to controls. KMC and Sprint may negotiate changes to the control structure. The Parties shall comply with the agreed upon changes. [MCIm, Att 8, 4.1.5.11]</p> <p>4.6.8. Verification Of Changes [MCIm, Att 8, 4.1.5.12]</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
131.	I 41. Recorded Usage Data and EMR records.	4.7.1	Open		<p>4.7. Information Exchange and Interfaces</p> <p>4.7.1. Core Billing Information [MCI, Att 8, 4.2.1]</p> <p>4.7.1.1. Recorded Usage Data all IntraLATA toll and local usage. Sprint shall transmit to KMC unrated EMR records associated with all IntraLATA toll and local usage which it records on KMC's behalf, where in the case of resale Sprint records and bills such usage for itself, with the exception of "976", "N11" and alternate -billed service. Any category, group and/or record types approved in the future for Sprint shall be included if they fall within the definition of local service resale. KMC shall be given notification thirty (30) days prior to implementation of a new type, category and/or record.</p> <p>4.7.1.2. KMC and Sprint shall agree upon the types of rated EMR records that Sprint shall send to KMC.</p> <p>4.7.1.3. Data Delivery Schedules. Data shall be delivered to KMC by Sprint daily (Monday through Friday), unless otherwise negotiated, based on Sprint's operational processes. KMC and/or Sprint data center holidays are excluded. Sprint and KMC shall exchange schedules of designated data center holidays.</p>	None proposed.
132.	I 42. Transport Facility for Connect Direct	4.7.3.1	Closed	Parties agree to delete.	<p>4.7.3.1. Sprint shall provide the transport facility for transmitting usage and billing data between Sprint location and the KMC location. Sprint shall transmit via Connect:Direct whenever possible. In the event usage transfer cannot be accommodated by Connect:Direct because of extended (one (1) business day or longer) facility outages, Sprint shall contract for a courier service to transport the data via tape, CD or other media as agreed.</p>	
133.	I 43. Standards for Emergency Data	4.7.3.2	Closed	Sprint accepted KMC proposed with modification as reflected in KMC proposed.	<p>4.7.3.2. Sprint shall comply with the most current industry standards when emergency data is transported to KMC on tape or cartridge via a courier. The data shall be in variable block. [MCI, Att 8, 4.2.3.2]</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
134.	I 44. Operational Issues	4.7.4.2	Closed	Parties agree to KMC proposed language.	4.7.4.2. Sprint must return EMR/EMI records to IXC's with the OBF standard message reject code which indicates that Sprint no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the end user. [MCI, Att 8, 4.2.4.2]	
135.	I 45. Format of Messages	4.7.6	Closed	KMC agreed to strike except language shown under Sprint proposed.	4.7.6. Formats and Characteristics [MCI, Att 8, 4.2.6]	4.7.6.5 Sprint shall comply with the most current version of Telcordia standard practice guidelines for formatting EMI records.
136.	I 46.	4.7.7	Closed	The parties agreed to compromise language shown as KMC proposed.	4.7.7 Controls [MCI, Att 8, 4.2.7] 4.7.7.1 KMC and Sprint shall jointly test and certify the Connect:Direct interface to ensure the accurate transmission and receipt of Recorded Usage Data. 4.7.7.2 Sprint shall implement the industry standard header and trailer records. [modified from MCI] 4.7.7.3 <u>Intentionally left blank.</u> 4.7.7.4 <u>Intentionally left blank.</u> 4.7.7.5 <u>Intentionally left blank.</u> 4.7.7.6 <u>Intentionally left blank.</u> 4.7.7.7 Sprint agrees to provide KMC information on a subscriber's selection of billing method, special language billing, and other billing options at Parity with information maintained for Sprint subscribers. 4.7.7.8 Intentionally left blank.	None proposed.
137.	I 47.	4.8	Closed	The Parties agreed to strike. Intentionally left blank.	4.8. Standards [MCI, Att 8, 4.3]	None proposed.
138.	I 48. Scheduled Maintenance	5.8.2	Closed	Parties agree to KMC proposed language.	5.8.2. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, date and time work is scheduled to be completed.	

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
139.	I 49. Disaster Recovery/Restoration	5.11	Closed	Since Sprint already has developed emergency restoration and recovery plans, the parties will keep the first sentence and delete the rest.	5.11. Sprint shall provide KMC a detailed description of any and all emergency restoration plans and disaster recovery plans which are in place during the term of this Agreement. Such plans may include, at a minimum, the following: (i) provisions for immediate notification to KMC of the existence, location, and source of any emergency network outage potentially affecting an KMC subscriber; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all local services and Network Elements or Combinations; (iii) methods and procedures to provide KMC with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) an inventory and description of mobile restoration equipment, by location; (v) methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) methods and procedures for reprovisioning of all Telecommunications Services and Network Elements or Combinations after initial restoration; (vii) equal priority, as between KMC subscribers and Sprint subscribers, for restoration efforts, consistent with FCC service restoration guidelines, including, without limitation, deployment of repair personnel, and access to spare parts and components; and (viii) a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, each available twenty-four (24) hours per day, seven (7) days per week. [MCIm, Att 8, 5.1.7]	
140.	I 50. Repair Completion	5.13	Closed	Parties agree to KMC proposed language.	5.13. Sprint shall inform KMC of repair completion and trouble reason as soon as practicable, with the objective of making the information available within ten (10) minutes after restoration of Network Elements, or Combinations, and any other trouble reports by KMC.	

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
141.	I 51.	5.14	Closed	Parties agree to delete.	5.14. As part of the implementation of this Agreement, Sprint and KMC shall mutually develop escalation procedures to be followed if, in KMC's judgment, any performance standard defined in this Agreement is not met for any individual trouble report. The escalation procedures to be provided shall include titles and telephone numbers of Sprint management personnel who are responsible for maintenance issues and who will be contacted when a trouble condition is escalated. [MCI, Att 8, 5.1.10, modified first phrase] ?	
142.	I 52. Info on Trouble Reports	5.15	Closed	Parties agree to KMC language subject to Sprint modification reflected in KMC proposed.	5.15. Dispatching of Sprint technicians to KMC subscriber premises shall be accomplished by Sprint pursuant to a request received from KMC. KMC shall be able to schedule maintenance appointments in half-day intervals. KMC will have the capability to electronically review trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the subscriber's premises, and verify any actual work completed on the subscriber's premises. [MCI, Att 8, 5.1.12]	None proposed.
143.	I 53. Repeat Troubles and Escala- tion of Re- peat Trou- ble	5.17	Closed	Parties agree to KMC proposed language.	5.17. Sprint shall flag a trouble report as a repeat trouble if a prior trouble report was closed without repairs being performed to the subscriber's satisfaction. For repeat trouble reports, KMC shall have the ability to escalate repair service requests. [MCI, Att 8, 5.1.14]	
144.	I 54. UNE Trouble Testing	5.22	Closed	Moved to UNE section for re- view	5.22. UNE Trouble Testing [MCI, Att 8, 5.1.16]	
145.	I 55. Electronic Bonding	5.23	Closed	Parties agree to KMC proposed language.	5.23. Systems Interfaces and Information Ex- changes [MCI, Att 8, 5.2, modified to provide for immediate implementation]	

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
146.	I 56. Techs provide end user with forms from CLECs.	5.24.1.1	Closed	Parties agree to delete.	5.24.1.1. Sprint employees or contractors shall present the subscriber with a form pursuant to subsection 25.3 of Part A of this Agreement detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary.	
147.	I 57. Repair Standards	5.25.1	Closed	Parties agree to delete.	5.25.1. For maintenance and trouble management purposes, Telephone Service Prioritization ("TSP") and essential services outages shall be designated for repair at the highest priority one-hundred percent (100%) of the time.	
148.	I 58. Amendment for Price Changes	6.2.1.7	Closed	Parties agree to KMC proposed language.	6.2.1.7. Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at KMC's discretion, directly to KMC operator services.	
149.	I 59. Emergency Public Agency Telephone Numbers	6.2.1.8	Closed	Parties agree to KMC proposed language.	6.2.1.8. Basic 911 and E911 access from the KMC local switch shall be provided to KMC in accordance with the following:	
150.	I 60. Selective Routing Boundary Maps	6.2.1.12.3	Closed	Parties agree on original language.	6.2.1.12.3. KMC shall be solely responsible for providing KMC database records to Sprint for inclusion in Sprint's ALI database on a timely basis.	
151.	I 61. Check reason for deletion	6.2.1.12.4	Closed	Parties agree on original language.	6.2.1.12.4. Sprint and KMC shall arrange for the automated input and periodic updating of the E911 database information related to KMC end users. Sprint shall work cooperatively with KMC to ensure the accuracy of the data transfer by verifying it against the SIG. Sprint shall accept electronically transmitted files that conform to NENA Version #2 format.	

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
152.	I 62. Directory Assistance and Operator Services	6.2.2 -- 6.2.3.23	Closed	This is in KMC's current Agreement. Parties agree to close issue subject to negotiating separate OS/DA agreement. KMC agreed to strike language.	<p>6.2.2. Directory Assistance and Operator Services [MCIm, Att 8, 6.2.2]</p> <p>6.2.2.1. General</p> <p>6.2.2.1.1. When Sprint provides local switching or resale services to KMC, Sprint shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, FNPA-555-1212) dialed by KMC subscribers directly to either the KMC DA service platform or Sprint DA service platform as specified by KMC. KMC End Users may use the same dialing arrangements as Sprint End Users, but obtain an unbranded or KMC-branded service as requested by KMC. Sprint shall provide KMC with selective routing via Line Class Codes, where technically feasible. Further, KMC and Sprint shall continue to work with the appropriate industry groups to develop a long term solution for selective routing. At such time as Sprint implements a long-term solution, it shall be made available to KMC at non-discriminatory rates, terms, and conditions.</p> <p>6.2.2.1.2. KMC subscribers shall be provided, subject to subsection 6.2.2.1.2 below, the capability by Sprint to dial the same telephone numbers for access to KMC Directory Assistance that Sprint subscribers dial to access Sprint Directory Assistance.</p> <p>6.2.2.2. Directory Assistance</p> <p>6.2.2.2.1. Sprint shall provide, subject to subsection 6.2.2.1.1 above, Directory Assistance functions and services to KMC for its subscribers as described below until at, KMC's discretion, Sprint routes calls to the KMC Directory Assistance Services platform.</p> <p>6.2.2.2.1.1 At KMC's option, Sprint shall route all KMC 411, 1411, 555-1212 traffic to KMC's Directory Assistance Services platform using selective routing.</p> <p>6.2.2.2.1.2. Sprint agrees to provide KMC customers with the same Directory Assistance service available to Sprint subscribers.</p>	

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>6.2.2.2.2. Sprint shall provide the following minimum Directory Assistance capabilities to KMC's subscribers:</p> <p>6.2.2.2.2.1. A minimum of two (2) subscriber listings and/or addresses or Sprint parity per KMC subscriber request.</p> <p>6.2.2.2.2.2. Name and address to KMC subscribers upon request, except for unlisted numbers, in the same states where such information is provided to Sprint subscribers.</p> <p>6.2.2.2.2.3. Upon request, call completion to the requested number for local and intraLATA toll calls shall be sent, subject to subsection 6.2.2.1.1, above, to the network specified by KMC. Rating and billing shall be done by KMC.</p> <p>6.2.2.2.2.4. Populate the Directory Assistance database in the same manner and in the same time frame as for Sprint subscribers.</p> <p>6.2.2.2.2.5. Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for KMC subscribers as for Sprint's subscribers.</p> <p>6.2.2.2.2.6. When requested by KMC, Sprint shall provide instant credit on directory assistance calls as provided to Sprint subscribers.</p> <p>6.2.2.2.2.7. Sprint shall provide Directory Assistance to KMC subscribers in accordance with Sprint's internal operating procedures and standards, which shall, at a minimum, comply with accepted professional and industry standards.</p> <p>6.2.2.2.3. Sprint shall notify KMC in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to KMC.</p> <p>6.2.2.2.4. Sprint shall provide KMC with the same level of support for the provisioning of Directory Assistance as Sprint provides itself. Directory Assistance</p>	

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>service quality must be at Parity, and must comply with specifications that are required by law, regulatory agency, or by Sprint's own internal procedures, whichever are the most rigorous.</p> <p>6.2.2.2.4.1. Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.</p> <p>6.2.3. Operator Services [MCIIn, Att 8, 6.2.3]</p> <p>6.2.3.1. General</p> <p>6.2.3.1.1. Sprint shall provide for the routing of local calls via Operator Call Processing (including but not limited to 0+, 0-) dialed by KMC subscribers directly to either the KMC operator service platform or Sprint operator service platform as specified by KMC. Sprint shall provide KMC with selective routing via Line Class Codes, where technically feasible. Further, KMC and Sprint shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing. At such time as Sprint implements a long-term solution, it shall be made available to KMC at non-discriminatory rates, terms and conditions.</p> <p>6.2.3.1.2. KMC subscribers shall be provided, subject to subsection 6.2.2.1.1, above, the capability by Sprint to dial the same telephone numbers to access KMC operator services that Sprint subscribers dial to access Sprint Operator Call Processing. Trunking and signaling requirements for Operator Call Processing trunks and trunk groups are set forth in this Agreement.</p> <p>6.2.3.2. Operator Services</p> <p>6.2.3.2.1. Sprint shall provide, subject to subsection 6.2.2.1.1, above, Operator Call Processing as described below until, at KMC's discretion, Sprint routes calls to the KMC Local Operator Services platform.</p> <p>6.2.3.2.2. Sprint agrees to provide KMC subscribers the same Operator Call Processing available to Sprint</p>	

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>subscribers. Sprint shall make available its service enhancements on a non-discriminatory basis.</p> <p>6.2.3.3. Sprint shall provide the following minimum Operator Call Processing capabilities to KMC subscribers:</p> <p>6.2.3.3.1. Sprint shall complete 0+ and 0- dialed local calls.</p> <p>6.2.3.3.2. Sprint shall complete 0+ intraLATA toll calls.</p> <p>6.2.3.4. Sprint shall complete calls that are billed to a calling card. In the event that Sprint accepts any Special Calling Cards or credit cards for completing calls, Sprint shall notify KMC and identify which cards are accepted.</p> <p>6.2.3.5. Sprint shall complete person-to-person calls.</p> <p>6.2.3.6. Sprint shall complete collect calls.</p> <p>6.2.3.7. Sprint shall provide the capability for callers to bill to a third party and shall complete such calls.</p> <p>6.2.3.8. Sprint shall complete station-to-station calls.</p> <p>6.2.3.9. Sprint shall process emergency calls when the caller dials 0- in error.</p> <p>6.2.3.10. Sprint shall process BLV/BLVI requests.</p> <p>6.2.3.11. Sprint shall process emergency call trace, subject to mutual agreement of KMC and Sprint on applicable processes.</p> <p>6.2.3.12. Sprint shall process operator-assisted Directory Assistance calls.</p> <p>6.2.3.13. Sprint shall route 0- traffic directly to an automated menu that will allow the caller to reach a "live" operator by either pressing a key or staying on the line.</p> <p>6.2.3.14. Sprint caller assistance for the disabled to KMC in the same manner as provided to disabled Sprint subscribers.</p> <p>6.2.3.15. If and when available, Sprint shall provide operator-assisted conference calling.</p> <p>6.2.3.16. When requested by KMC, Sprint shall pro-</p>	

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>vide instant credit on operator services calls as provided to Sprint subscribers.</p> <p>6.2.3.17. Operator Call Processing shall adhere to equal access requirements when providing operator transfer services.</p> <p>6.2.3.18. Sprint shall provide KMC with Operator Call Processing at Parity. Service quality must, at a minimum, comply with all federal, state and local requirements. Sprint shall provide service measurements and accounting reports as mutually agreed by KMC and Sprint.</p> <p>6.2.3.19. Sprint shall direct KMC subscriber account inquiries and other similar inquiries to the subscriber service center designated by KMC.</p> <p>6.2.3.20. Sprint shall provide an electronic feed of subscriber call records in "EMI" format to KMC in accordance with this Agreement.</p> <p>6.2.3.21. Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.</p> <p>6.2.3.22. Upon a subscriber request for either a rate quote or time and charges, Sprint shall, through a neutral response, inquire of the subscriber from which carrier the rate or time and charges is requested. Sprint shall charge KMC for the operator time for the inquiry at the rates set forth in Attachment 1 of this Agreement. If the carrier named by the subscriber uses Sprint's Operator Transfer Service ("OTS"), then Sprint shall connect the call to that carrier. If the carrier named by the subscriber does not use Sprint's OTS, then Sprint shall advise the subscriber to call the carrier directly.</p> <p>6.2.3.23. Sprint shall notify KMC at least forty-five (45) days in advance of any changes or enhancements to its Operator Services, and one hundred and eighty (180) days in advance of conversion to SS7 signaling</p>	

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					for Operator Services, and shall make available such service enhancements on a nondiscriminatory basis immediately upon activation.	
153.	I 63. Yellow Page Heading Codes	6.2.4.1.3.4 – 6.2.4.1.3.8	Closed	Parties agree to delete yellow page heading codes and directory names and codes.	6.2.4.1.3.4. Intentionally left blank; 6.2.4.1.3.5. Intentionally left blank; 6.2.4.1.3.6. Directory product changes; 6.2.4.1.3.7. Listing format rules; 6.2.4.1.3.8. Listing alphabetizing rules;	
154.	I 64. Review and Correct White Page Directory Listing	6.2.5.6	Closed	Parties agree to KMC language subject to modification reflected as KMC proposed.	6.2.5.6. Prior to the date on which updates to the directory are no longer allowed (the business office close date), Sprint shall provide KMC a reasonable amount of time to review and correct KMC subscriber white pages Directory Listings. [MCIm, Att 8, 6.2.5.8]	
155.	I 65. Selling KMC Subscriber Listings	6.2.5.17	Closed	Parties agree to KMC language subject to modification reflected as KMC proposed.	6.2.5.17. Sprint shall not sell or license, nor allow any third party, the use of KMC subscriber listings without the prior written consent of KMC. Upon consent, KMC shall receive its pro rata share of any amounts paid by third parties to Sprint for such information. Sprint shall not disclose nor allow any third party to disclose non-listed name or address information for any purpose other than what may be necessary to complete directory distribution. [MCIm, Att 8, 6.2.5.3]	6.2.5.17 Sprint will sell or license CLEC's customer listing information to any third parties unless CLEC submits written requests that Sprint refrain from doing so. Sprint and CLEC will work cooperatively to share any payments for the sale or license of CLEC customer listing information to third parties. The parties acknowledge that the release of CLEC's customer listing to Sprint's directory publisher will not constitute the sale or license of CLEC's customer listing information causing any payment obligation to arise pursuant to this § 0. Notwithstanding the foregoing, this does not limit KMC's rights to sell or license KMC's customer listing information directly with a third party.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
156.	I 66. Open pursuant to KMC request	6.2.6	Closed	Parties agree to KMC proposed language.	6.2.6. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with KMC which will address other directory services desired by KMC as described in this § 0. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 0 are not binding upon Sprint's directory publisher.	None proposed
157.	I 67. Access to DA Database a UNE	6.2.7	Closed	The Parties agreed to a modified version of the Sprint original language.	6.2.7. Directory Assistance Data. This section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. KMC may combine this element with any other Network Element for the provision of any Telecommunications Service. [MCIm, Att 8, 6.2.6.1 and the following, 6.2.6.8]	6.2.7 Directory Assistance Data. This section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.
158.	I 68. Format Requirements	6.3.1.2	Closed	KMC agreed to strike. This section intentionally left blank.	6.3.1.2. This Section addresses data format requirements and data inclusion requirements for Directory Assistance data information exchange between Sprint and KMC. Sprint shall provide KMC the following,	Sprint proposes to strike in its entirety.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					where available:	
159.	I 69. Listing Styles	6.3.1.6	Closed	Subject to separate directory agreement. Parties agree to strike.	6.3.1.6. Listing Styles	
160.	I 70. System Security	6.4	Closed	Parties agree to KMC proposed language.	6.4. Systems Security [MCIm, Att 8, 6.4]	
161.	I 71. Law En- forcement Interface	6.5	Closed	Parties agree to KMC proposed language.	6.5. Law Enforcement Interface [MCIm, Att 8, 6.5]	

KMC/Sprint Arbitration Issues Matrix

Agreement: Part J
 State: Florida
 Last Update: 11/11/03

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
162.	J.1. Performance Measures and Standards	1.1-2.4	Open	Sprint and KMC disagree as to what performance measurements and standards should be used to gauge Sprint's performance.	<p>1. GENERAL</p> <p>1.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to KMC at parity with the performance provided to other carriers and to itself for like service(s).</p> <p>2. REQUIREMENTS AND GUIDELINES FOR PERFORMANCE REPORTING</p> <p>2.1. Sprint shall provide, on a monthly basis, performance measurement results for all states requested by KMC. Sprint shall report these results on both a KMC-specific and carrier-aggregate basis, and will include performance results for service Sprint provides to itself for comparable services. These measures shall be provided by the date established by applicable Commission rules and orders, and no later than the twentieth (20th) day of the subsequent month in all other states.</p> <p>2.2. The performance measurement results to be provided shall cover Sprint's performance in the areas of Pre-Ordering, Ordering, Provisioning, Maintenance & Repair, Databases, Service Centers and Collocation. Sprint shall provide these performance measurement results in accordance with applicable Commission rules and orders, on a voluntary basis for all other states requested by KMC. The performance measurement results to be provided, and the related performance standards, are specified in Exhibit A of</p>	<p>1. GENERAL</p> <p>1.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Sprint's performance under this agreement shall be provided to CLEC at parity with the performance Sprint provides itself for like service(s).</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>this Appendix.</p> <p>2.3. If Sprint should fail to meet any of the performance standards specified, it shall:</p> <p>2.3.1. Provide, satisfy and otherwise comply with all remedies, requirements and/or penalties specified in applicable laws, rules or regulations.</p> <p>2.3.2. Undertake a good faith root cause analysis, and implement an action plan to meet the performance standard(s) and prevent the failure(s) from recurring.</p> <p>2.3.3. Where failure to meet any performance standard directly impacts KMC, the Parties shall meet to review the performance at issue, the root cause analysis and the action plan. The Parties shall bring appropriate subject matter experts as well as personnel with appropriate decision-making authority to such meetings. The Parties shall meet on a monthly basis until Sprint's performance meets the performance standard specified in Exhibit A to this Appendix or required by applicable Commission rules and orders</p> <p>2.4. The Parties will establish a mechanism to address performance areas in which Sprint has failed to meet the applicable performance standard on a repeated or chronic basis. Should Sprint fail to meet a performance standard for two consecutive months or for three months in any given six (6) month period, the activities and joint meetings specified in the preceding section will be escalated to the management level above that responsible for the initial resolution. Should such escalation fail to bring Sprint's performance into compliance with the applicable standard, the issue will be escalated to the Vice Presidential level within each Party's organization.</p>	
163.	J. 2. Performance As-	2.5	Open	This issue addresses the question of how to ensure satisfactory performance.	2.5 The Parties agree to utilize a self-executing performance remedy plan (PRP) that will contain financial penalties for substandard performance by	None proposed.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
	insurance			KMC believes that self-executing remedies are the most efficient method of ensuring that Sprint provides adequate performance, and that Sprint should therefore be subject to a plan analogous to the BellSouth SEEM plan.	Sprint. The PRP will be based on the SEEM plan established by the Commission for BellSouth, as modified and amended as of the date of this Agreement. The PRP will be modified from the BellSouth SEEM plan to reflect only (a) the pro-rata size of the Sprint market as compared to the BellSouth market, (b) the specific UNEs, Interconnection, services and interfaces to be utilized by KMC, and (c) any technical distinctions between the interfaces used by Sprint and those employed by BellSouth. The Sprint PRP will be updated annually to reflect modifications and amendments to the BellSouth SEEM plan.	

KMC/Sprint Arbitration Issues Matrix

Agreement: Part K - Collocation
State: Florida
Last Update: 11/11/2003

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
164.	K 1. Tariff Application	1.2	Open		1.2 Prices and fees for collocation and other services under this Agreement are contained in Table Two. In the event Sprint files tariffs for pricing of collocation and other services covered by this agreement, such pricing in the tariffs shall have no effect on the rates, terms, or conditions of this Agreement.	1.2 Prices and fees for collocation and other services under this Agreement are contained in Table Two. In the event Sprint files tariffs for pricing of collocation and other services covered by this agreement, such pricing in the tariffs will control over Table Two as of the date the tariff becomes effective. The terms and conditions of this Agreement will control over any terms and conditions in the tariff.
165.	K 2. Removal of Equipment	2.4	Open	Parties differ as to obligation to pay for removal, storage and delivery charges.	2.4 Should Sprint under any section of this Agreement remove any of KMC's equipment from its collocation space, Sprint will deliver to KMC any equipment removed by Sprint upon payment by KMC of the cost of removal, or as may otherwise be required by law, reasonable storage and delivery, and all other reasonable amounts due Sprint under Part K of this Agreement. Should KMC fail to remove any of its equipment deemed abandoned, title thereto shall pass to Sprint under this Agreement as if by a Bill of Sale. Nothing herein shall limit Sprint from pursuing, at its option, any other remedy in law, equity, or otherwise related to KMC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.	2.4 Should Sprint under any section of this Agreement remove any of KMC's equipment from its collocation space, Sprint will deliver to KMC any equipment removed by Sprint upon payment by KMC of the cost of removal storage and delivery, and all other undisputed amounts due Sprint under this Agreement. Should KMC fail to remove any of its equipment deemed abandoned, title thereto shall pass to Sprint under this Agreement as if by a Bill of Sale. Nothing herein shall limit Sprint from pursuing, at its option, any other remedy in law, equity, or otherwise related to KMC's occupancy in the Collocation Space, including any other remedy provided in this Agreement.
166.	K 3. Reclamation of space to fulfill common carrier obligations	2.6	Open		2.6 To the extent allowed by law, if it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon 60 days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable	2.6 If it becomes necessary in Sprint's reasonable judgment, and there are no other reasonable alternatives available, Sprint shall have the right, for good cause shown, and upon 30 days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Sprint-provided

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
	ligations				Vault space or other Sprint-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide Telecommunications Services to its end user customers. If KMC disagrees with Sprint's request, KMC may seek resolution of the dispute pursuant to the Dispute Resolution procedures in Part B of this Agreement prior to Sprint's reclamation. Sprint shall not exercise any reclamation rights until said dispute is resolved. In such cases, Sprint will reimburse KMC for reasonable direct costs and expenses in connection with such reclamation.	facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Sprint's tariffs to provide Telecommunications Services to its end user customers. If KMC disagrees with Sprint's request, KMC may seek resolution of the dispute pursuant to the Dispute Resolution procedures in Part B of this Agreement prior to Sprint's reclamation. Sprint shall not exercise any reclamation rights until said dispute is resolved. In such cases, Sprint will reimburse KMC for reasonable direct costs and expenses in connection with such reclamation.
167.	K 4. Space next to Sprint equipment.	3.1	Open	The makeup of cageless space is addressed in 47 CR 51.323(k)(2). As to the requirement for adjacent space, that narrow issue does not appear to be addressed in prior FPSC decisions in Docket Nos. 981834-TP/990321-TP. However, there are discussions regarding cageless space in the analysis of conversion from virtual to physical collocation at PSC-00-0941-FOF-TP, Issue V, page 30.	3.1 Cageless. Sprint will offer Collocation Space to allow KMC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint will allow KMC to have access to its equipment and facilities 24 hours a day, 7 days a week without need for a security escort provided that KMC has met Sprint's safety and security requirements. Sprint may require KMC to use a central entrance to the Sprint Central Office. Sprint shall make cageless collocation available in single bay increments, including space adjacent or next to Sprint's equipment. Sprint will assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, KMC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.	3.1 Cageless. Sprint will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Sprint will allow CLEC to have access to its equipment and facilities 24 hours a day, 7 days a week without need for a security escort provided that CLEC has met Sprint's safety and security requirements. Sprint may require CLEC to use a central entrance to the Sprint Central Office. Sprint shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
168.	K 5. Notice after emergency access	3.2	Open	<p>Sprint would like to provide notice as soon as practicable, rather than 8 hours.</p> <p>The difference in the two positions is set forth in the final clause, which provides, "In the case of an emergency, Sprint will immediately notify KMC as soon as practicable that emergency access was necessary, which notification shall be no more than eight (8) business hours after access by Sprint."</p>	<p>3.2 Caged. Sprint will authorize the enclosure of KMC's equipment and facilities at KMC's option. Sprint will provide guidelines and specifications upon request. Based on KMC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At KMC's option, Sprint will permit KMC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at KMC's sole expense. KMC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill KMC directly for all work performed for KMC and Sprint will have no liability for nor responsibility to pay such charges imposed by the third party vendor. KMC must provide the local Sprint building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Sprint will not access KMC's locked enclosure prior to notifying KMC and obtaining authorization. In the case of an emergency, Sprint will immediately notify KMC as soon as practicable that emergency access was necessary, which notification shall be no more than eight (8) business hours after access by Sprint.</p>	<p>3.2 Caged. Sprint will authorize the enclosure of KMC's equipment and facilities at KMC's option. Sprint will provide guidelines and specifications upon request. Based on KMC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At KMC's option, Sprint will permit KMC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at KMC's sole expense. KMC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill KMC directly for all work performed for KMC and Sprint will have no liability for nor responsibility to pay such charges imposed by the third party vendor. KMC must provide the local Sprint building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Sprint will not access KMC's locked enclosure prior to notifying KMC and obtaining authorization. In the case of an emergency, Sprint will immediately notify KMC as soon as practicable that emergency access was necessary.</p>
169.	K 6. Cost of site preparation and security	3.2.2	Open	<p>The issues appear to have been resolved by the Commission's decision in Order No. PSC-00-09410-FOF-TP, Issue XVIIIA, page 87.</p>	<p>3.2.2 If KMC is the first CLEC in a Sprint Premise, KMC will not be responsible for the entire cost of site preparation and security. Moreover, KMC shall only be responsible for the costs associated with the specific collocation space KMC requests.</p>	<p>None proposed.</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
170.	K 7. Collocations arrangements that are demonstrated technically feasible.	3.2.2	Open	None KMC's proposed language is substantively identical to that in 47 C.F.R. 51.321(c).	3.2.2 Other Physical Collocation Arrangements. Sprint will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, KMC, is entitled to a presumption that such arrangements is technically feasible if any LEC has deployed collocation in any ILEC premises.	None proposed
171.	K 8. Shared cageless collocation	3.3	Open	While Sprint will not agree to shared space in cageless, this issue appears to have been resolved in PSC-00-0941-FOF-TP, Issue VIIA, page 36. The Commission, addressing sharing and subleasing space between collocators, cites to the FCC Advanced Services Order that provides "incumbent LECs must make available to requesting competitive LECs shared cage and cageless collocation arrangements."	3.3 Shared (Subleased) Caged and Cageless Collocation. KMC may allow other telecommunications carriers to share its caged collocation or cageless rack bay arrangements pursuant to terms and conditions agreed to by KMC ("Host") and other telecommunications carriers ("Guests"). KMC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by KMC that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement.	3.3 Shared (Subleased) Caged Collocation. CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other telecommunications carriers ("Guests"). CLEC will notify Sprint in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.
172.	K 9. Co-Carrier Cross Connects	3.3.2	Open	This issue appear to have been resolved in PSC-00-0941-FOF-TP, Issue VIIA, page 38.	3.3.2 Sprint will not place unreasonable restrictions on KMC's use of a cage, and as such will allow KMC to contract with other CLECs to share the cage in a sublease type arrangement.	3.3.2 Sprint will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					If two (2) or more CLECs have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each CLEC to order UNEs (including carrier-to-carrier cross connects) directly from Sprint and provision service from the shared collocation space, regardless of which CLEC was the original collocator. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's interconnection agreement with Sprint.	two (2) or more CLECs have interconnection agreements with Sprint utilize a shared collocation cage, Sprint will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocator.
173.	K 10. Availability of adjacent collocation	3.4	Open	While this issue does not appear to have been directly addressed in the decisions in Docket Nos. 981834-TP/990321-TP, adjacent space issues are generally addressed in PSC-00-0941-FOF-TP, Issues III and IV.	3.4 Adjacent Collocation. Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, either Party may seek resolution of the dispute via the Dispute Resolution process set forth in this Agreement. OR IN THE ALTERNATIVE: If a mutual agreement cannot be reached, Sprint will decide the location subject to zoning or other state and local regulations. Unless prohibited by zoning or other state and local regulations, Sprint will not withhold agreement as to the site desired by KMC, subject only to reasonable safety and maintenance requirements.	3.4 Adjacent Collocation. Sprint will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Sprint property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Sprint will decide the location, subject to zoning or other state and local regulations.
174.	K 11. Review of adjacent collocation	3.4.2	Open	The issue of the timing for review of plans and specifications for Adjacent Arrangements is not specifically dealt	3.4.2 Sprint maintains the right to review KMC's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within fifteen (15) cal-	3.4.2 Sprint maintains the right to review CLEC's plans and specifications prior to construction of an Adjacent Arrangement(s). Sprint will complete its review within thirty (30) calen-

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
	plans an specifications.			with in Order PSC-00-0941-FOF-TP. However, the review of those plans is directly analogous to the review of an initial application for collocation space or a request to change existing collocation space, a review process that is to take no more than 15 days. Order PSC-00-0941-FOF-TP, Issue VI, page 34 and Issue XIII, page 68.	endar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of KMC. Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. If Sprint decides to inspect the completed Adjacent Arrangement, Sprint will complete its inspection within fifteen (15) calendar days after receipt of written notification of completion of the enclosure from KMC. Sprint may require KMC to correct any deviations from approved plans found during such inspection(s).	dar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of CLEC. Sprint may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Sprint may require CLEC to correct any deviations from approved plans found during such inspection(s).
175.	K 12. Collocation arrangements that are technically feasible	3.5	Open	The obligation to provide physical collocation arrangements where space in the CO is exhausted "to the extent technically feasible" is recognized in Order PSC-00-0941-FOF-TP, Issue IV, page 24. As the remaining language describing what is "technically feasible" is substantively identical to that in 47 C.F.R. 51.321(c), there is no reason to recede from insistence on the inclusion of the language.	Other Physical Collocation Arrangements. Sprint will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premise or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, KMC is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.	None proposed.
176.	K 13, Remote Terminal Collocation	3.5.1	Open	The stipulation in Docket Nos. 981834-TP/990321-TP entered for Issue 8C at the August 11, 2003 hearing provides that "CLEC	Remote Site Collocation is the placement of KMC owned facilities and equipment in Sprint's remote sites. KMC's requests for collocation space at Sprint's remote terminal in Florida should be treated in the same fashion as	None proposed.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
				requests for collocation space at an ILEC remote terminal in Florida should be treated in the same fashion as central office collocation requests.”	central office collocation requests. Equipment ownership, maintenance, and insurance are the responsibility of KMC or KMC’s agent.	
177.	K 14. Sprint monitoring collocated equipment.	3.6.3	Open	<p>Sprint will not agree to monitor KMC equipment.</p> <p>The difference in the KMC and Sprint proposals is the language “under the same intervals and with the same or better failure rates for performance of similar functions for comparable Sprint equipment” vs. “at Parity.” KMC believes that its language is more detailed and therefore fulfills the requirements of 47 C.F.R. 51.313.</p>	3.6.3.1 Sprint will, at a minimum, install, monitor, maintain, and repair KMC’s collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint’s affiliates or third parties. Sprint will maintain and repair such equipment under the same intervals and with the same or better failure rates for performance of similar functions for comparable Sprint equipment. Maintenance may include the change out of electronic cards provided by KMC. KMC may purchase equipment from a third party and is not required to purchase the equipment from Sprint. The following services are not covered by this Agreement:	Sprint will, at a minimum, install, maintain, and repair KMC’s collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Sprint, Sprint’s affiliates or third parties. Sprint will maintain and repair such equipment at Parity. Maintenance may include the change out of electronic cards provided by KMC. KMC may purchase equipment from a third party and is not required to purchase the equipment from Sprint. The following services are not covered by this Agreement:
178.	K 15. Virtual collocation outside the central office	3.6.6	Open	The stipulation in Docket Nos. 981834-TP/990321-TP entered for Issue 8C at the August 11, 2003 hearing appears to resolve the issue, and provides that “CLEC requests for collocation space at an ILEC remote terminal in Florida should be treated in the same fashion as central of-	3.6.6. To the extent Sprint is required to provide virtual collocation outside the central office, Sprint will provide unbundled transport and sub-loops in accordance with the terms of this agreement. Sprint will also make available digital, analog, and fiber cross-connects (“XCs”) for Virtual Collocation at the rates contained in Table XX of this Attachment.	None proposed.

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
				face collocation requests.”		
179.	K 16. Definition of splitter	3.7.1	Closed	The definition of a splitter is now contained in the definitions section.	3.7.1 A “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.	None proposed
180.	K 17. Access to demarcation point	4.2	Open	The issue of access to the demarcation point appears to be resolved in Order PSC-00-0941-FOF-TP, Issue IX, pages 50-51.	4.2 Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. The Parties shall work cooperatively and shall allow access to their side of the demarcation point when necessary. For 2-wire and 4-wire connections to Sprint’s network, the demarcation point shall be a common block on the Sprint designated conventional distributing frame (CDF). For DS1 and DS3 connections, the demarcation point shall be a Sprint provided DSX panel, or elsewhere if mutually agreed. For fiber connections, the demarcation point shall be a Sprint provided LGX panel, or elsewhere if mutually agreed. For DS0 connections, the demarcation point shall be a Sprint designated distributing frame. Sprint shall not require KMC to use an intermediate interconnection arrangement in lieu of a direct connection to Sprint’s network if technically feasible.	4.2 Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
181.	K 18. XC charges – when	4.3	Open	The issue of access to the demarcation point appears to be resolved in Order	4.3 At KMC’s option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Col-	4.3 At CLEC’s option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Col-

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
	applicable			PSC-00-0941-FOF-TP, Issue IX, pages 50-51	location Space that may, at KMC's option, serve as the demarcation point. Sprint will grandfather existing point(s) of demarcation established at a Sprint provided POT Bay. XC charges will only apply when Sprint, upon receipt of an order from KMC for Sprint's network element services and/or interconnection, connects such services from Sprint's termination to the demarcation point. If KMC elects not to provide a POT frame, Sprint will agree to handoff the interconnection cables to KMC at its equipment, at KMC's designated demarcation point. When KMC elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel.	location Space that may, at CLEC's option, serve as the demarcation point. If CLEC elects not to provide a POT frame, Sprint will agree to hand-off the interconnection cables to CLEC at its equipment, at CLEC's designated demarcation point. When CLEC elects to install its own POT frame/cabinet, Sprint must still provide and install the required DC power panel.
182.	K 19. Remote site demarcation	4.4	Open	Resolved in Order PSC-00-0941-FOF-TP, Issue IX, pages 50-51.	4.4 <u>Remote Site Point of Demarcation</u> . The point of demarcation will be as follows for each service level: DS-0 services will be the feeder distribution interface. DS-1 services will be at the designated Sprint DS-1 cross-connect panel. DS-3 services will be at the designated Sprint DS-3 cross-connect panel. Dark fiber services will be at the designated Sprint LGX panel.	None proposed.
183.	K 20. Application timeframes	5.1.2	Open	The issue of the provisioning interval for changes to existing collocation arrangements appears to have been resolved in Order PSC-00-0941-FOF-TP, Issue VI, page 35, which establishes a provisioning interval of 45 days for all changes, unless the ILEC seeks an extension from the	5.1.2 <u>Application Augment Fee</u> . In the event KMC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, KMC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power	Application Augment Fee. In the event KMC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Sprint, KMC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant require-

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
				<p>Commission within 30 days of receiving a firm order.</p>	<p>plant requirements, and equipment additions. The Application Augment Fee shall be dependent upon the level of assessment needed for the augment. Where the augment does not require assessment for provisioning or construction work but requires administrative costs by Sprint, an Administrative Only Application Fee as set for in Table XXX. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space.</p> <p>5.1.2.1 Simple augments will be completed within twenty (20) calendar days after receipt of the BFFO for an:</p> <p>5.1.2.1.1 Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available</p> <p>5.1.2.1.2 Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB</p> <p>5.1.2.2 Minor Augments will be completed within forty-five (45) calendar days after receipt of the BFFO for:</p> <p>5.1.2.2.1 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)</p> <p>5.1.2.2.2 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)</p> <p>5.1.2.2.3 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels,</p>	<p>ments, and equipment additions.</p>

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>Relay Racks and Overhead Racking Exist)</p> <p>5.1.2.2.4 Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)</p> <p>5.1.2.3 Intermediate Augments will be completed within sixty (60) calendar days after receipt of the BFFO for:</p> <p>5.1.2.3.1. 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)</p> <p>5.1.2.3.2 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)</p> <p>5.1.2.3.3 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)</p> <p>5.1.2.3.4 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)</p> <p>5.1.2.3.5 Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)</p> <p>5.1.2.4 Major Augments --Physical Collocation will be completed within ninety (90) calendar days after BFFO and includes all requests for</p>	

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>additional physical collocation space (caged or cageless). Major Augments – Virtual Collocation will be completed within seventy-five (75) calendar days after BFFO and includes all requests for additional virtual collocation space.</p>	
184.	K 21. Deficiencies of application	5.3	Open	<p>Sprint demands that the deficiency notice cover those deficiencies in the application “known at the time.” Order PSC-00-0941-FOF-TP, Issue II addresses the timeframe for responding to “a complete and correct applications.” Unless Sprint can identify what it would be unable to determine from the initial submission, the “known at the time” provision would enable Sprint to avoid the requirement that it respond in a manner sufficient to allow a CLEC to place a firm order, within 15 days of the submission of the application. In addition, Order PSC-99-1744-PAA-TP, page 8 requires that the ILEC “shall identify with specificity the problem with the application.”</p>	<p>5.3 Within twenty-four (24) hours, Sprint will acknowledge receipt of KMC’s complete and valid Application. Within ten (10) calendar days after receiving KMC’s Application for collocation, Sprint will inform KMC whether the Application meets each of Sprint’s established collocation standards including any and all deficiencies on the application. Should KMC submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, KMC shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs KMC that there is a deficiency in an Application, Sprint will provide sufficient detail so that KMC has a reasonable opportunity to cure each deficiency.</p>	<p>5.3 Within twenty-four (24) hours, Sprint will acknowledge receipt of KMC’s complete and valid Application. Within ten (10) calendar days after receiving KMC’s Application for collocation, Sprint will inform KMC whether the Application meets each of Sprint’s established collocation standards including any and all deficiencies on the application known at the time. Should KMC submit a revised Application curing any deficiencies in an Application for collocation within ten days after being informed of them, KMC shall retain its original position within any collocation queue that Sprint maintains. If Sprint informs KMC that there is a deficiency in an Application, Sprint will provide sufficient detail so that KMC has a reasonable opportunity to cure each deficiency.</p>

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
185.	K 22. Space availability report for KMC's space preferences.	5.5	Open	The ILEC response to a collocation application must provide information sufficient to allow a CLEC to make a firm offer. If the space preference is an element of the firm offer, that information must be provided. In addition, the information described in the last sentence appears to be required by 47 C.F.R. 51.321(h).	5.5 Space Availability Report. Upon request from KMC, Sprint will provide written report ("Space Availability Report") describing in detail the space that is available for collocation at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises and requested and the measures Sprint is taking to make additional space available for collocation arrangements. A Space Availability Report is intended to provide KMC with information necessary for KMC to indicate KMC's space preferences to Sprint.	None proposed.
186.	K 23. Price quote	5.8	Open	The issue of a detailed price quote was resolved in Order PSC-00-0941-FOF-TP, Issue II, page 15 and Issue XIII, page 68, and requires that it be provided by the ILEC within 15 days of receipt of a completed and accurate application, with an additional 10 days for each 10 applications filed in a 10 day period. The issue of whether actual charges can exceed the price quote was not addressed, except to note that the process would not be tariffed. However, the Commission, at pages 11 and 67, discusses overruns and "true up" charges without finding	5.8 Price Quote. Sprint will provide a price quote within thirty (30) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) calendar days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates. In no event shall the actual charges assessed by Sprint exceed the price quote by more than five (5) percent.	Price Quote. Sprint will provide a price quote within thirty (30) calendar days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) calendar days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
				such charges to be violative of the price quote process.		
187.	K 24. Expiration of price quote	5.9	Open		5.8 KMC has ninety (90) calendar days from receipt of the quotation to accept the quotation in writing. The quotation expires after ninety (90) calendar days. After ninety (90) calendar days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, KMC does not notify Sprint that physical collocation should proceed.	5.9 CLEC has sixty-five (65) calendar days from receipt of the quotation to accept the quotation in writing. The quotation expires after sixty-five (65) calendar days. After sixty-five (65) calendar days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Sprint need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Sprint, CLEC does not notify Sprint that physical collocation should proceed.
188.	K 25. Joint planning	5.11	Open	Joint planning.	5.11 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between Sprint and KMC will commence within a maximum of twenty (20) calendar days from Sprint's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. Upon mutual agreement and within a mutually agreed upon time frame, the Parties will exchange any additional information requested (including but not limited to the cable type and cable termination specifications, naming convention and requirements, diagrams or drawings depicting the exact path of entrance facilities from the interconnection point to the Collocation Space, power cabling connectivity, feeder and fuse specifications and requirements. Sprint contacts and escalation procedures, and identification of demarcation points) at the Joint Planning Meeting.	None proposed.

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
189.	K 26. Charges upon cancellation.	5.12	Open	The stipulation in Docket Nos. 981834-TP/990321-TP entered for Issue 1C at the August 11, 2003 hearing appears to resolve the issue, and provides that “when the CLEC cancels its request prior to the space ready date, there will not be a cancellation charge. All parties agree that the CLEC will be responsible for reimbursing the ILEC for costs specifically incurred by the ILEC on behalf of the canceling CLEC up to the date that the written notice of cancellation is received.”	<u>5.12 Cancellation.</u> If at any time prior to space acceptance, KMC cancels its order for Collocation Space(s) (Cancellation), Sprint will bill a prorated amount of the applicable nonrecurring rate(s) as set forth in Table XXX for any and all work processes for which work has actually been completed.	None proposed.
190.	K 27. Beginning of site preparation	5.10	Open	Sprint would like to restore and add in front ‘Unless otherwise agreed to by the Parties.’”	Bona Fide Firm Order (BFFO). KMC will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a BFFO. The BFFO must be received by Sprint no later than sixty-five (65) calendar days after Sprint’s provisioning of the price quote in response to KMC’s Application. If KMC makes changes to its Application in light of Sprint’s written Application Response, Sprint may be required to re-evaluate and respond to the change(s). In this event, KMC’s Application will be treated as a Revision.	Bona Fide Firm Order (BFFO). CLEC will indicate its intent to proceed with equipment installation in a Sprint Premises by accepting the price quote, which constitutes a BFFO. The BFFO must be received by Sprint no later than sixty-five (65) calendar days after Sprint’s provisioning of the price quote in response to CLEC’s Application. If CLEC makes changes to its Application in light of Sprint’s written Application Response, Sprint may be required to re-evaluate and respond to the change(s). In this event, CLEC’s Application will be treated as a Revision

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
191.	K 28. Space reservation	6.1	Open	There appears to be no substantive disagreement, the only change being Sprint's request for the following bolded language from the last sentence: "Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use." Note that the period of reservation appears to have been set at 18 months in Order PSC-00-0941-FOF-TP, Issue X, page 56.	6.1 The parties may reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) months. Sprint shall notify KMC in writing if another Telecommunication Carrier requests Collocation space that is reserved by KMC. KMC shall, within seven (7) Business Days of receipt of such notice, provide Sprint either (1) written notice that KMC relinquishes such space or (ii) enforce its reservation of space. Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.	6.1 The Parties may reserve floor space for their own specific uses for the remainder of the current year, plus twelve (12) months. Sprint shall notify KMC in writing if another Telecommunication Carrier requests Collocation space that is reserved by KMC. KMC shall, within seven (7) Business Days of receipt of such notice, provide Sprint either (1) written notice that KMC relinquishes such space or (ii) enforce its reservation of space. Neither Sprint, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.
192.	K 29. Payment of incremental construction fees.	8.3	Open	KMC is willing to pay all agreed upon incremental costs, while Sprint wants the ability to determine the costs and collect all charges prior to commencing construction of the collocation space. The timing of payment is addressed PSC-00-0941-FOF-TP, Issue XII, page 68, which requires that the firm order be accompanied by a deposit of 50% of the cost estimate, and in PSC-00-0941-FOF-TP, Issue XVII, page 86, which requires that charges be prorated among collocating CLECs.	8.3 To the extent Sprint performs the construction of the Physical Collocation Arrangement, Sprint shall construct the Collocated Space in compliance with mutually agreed collocation request. Any deviation to KMC's order must thereafter be approved by KMC. The Parties acknowledge that KMC approved deviations may require additional construction time and may incur additional KMC expenses. KMC shall pay the agreed upon incremental cost incurred by Sprint as the result of Revision applicable to construction of any Collocation Space.	8.3 To the extent Sprint performs the construction of the Physical Collocation Arrangement, Sprint shall construct the Collocated Space in compliance with mutually agreed collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by Sprint as the result of Revision applicable to construction of any Collocation Space. CLEC will pay all applicable fees, including any nonrecurring charges required by Sprint, prior to Sprint commencing construction of the collocation space.

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
193.	K 30. Extraordinary construction costs.	8.4	Open	General cost allocation is addressed in PSC-00-0941-FOF-TP, Issue XVII, pages 85-88.	None proposed.	<p>8.4 Extraordinary Construction Costs. CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Sprint to prepare the Collocation space for the installation of CLEC 's equipment and for extraordinary costs to maintain the Collocation space for CLEC 's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Sprint will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. Sprint must advise CLEC if extraordinary costs will be incurred.</p> <p>Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.</p>
194.	K 31. Documentation of expense if	8.6	Open	KMC's proposal requires Sprint to provide documentation of the costs incurred that it seeks to collect,	8.6 If, at anytime, KMC cancels its order for Physical Collocation, Caged, Shared Cage, or Adjacent Space Collocation, or Virtual Collocation, KMC will reimburse Sprint for any actual	8.6 If, at anytime, KMC cancels its order for Physical Collocation, Caged, Shared Cage, or Adjacent Space Collocation, or Virtual Collocation, KMC will reimburse Sprint for any actual

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
	KMC cancels order.			while Sprint's language would make it voluntary.	reasonable expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide KMC with a detailed listing showing the costs incurred and other appropriate documentation to validate the expense.	reasonable expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide KMC with a detailed listing showing the costs incurred. Upon request, Sprint may provide reasonable documentation to validate the expense.
195.	K 32. Billing for termination.	8.7	Open		8.7 Billing for terminations (also referred to as circuit facility assignments) begins when services are ordered to those terminations via an ASR or an LSR.	None proposed.
196.	K 33. Equipment type	9.1	Open		9.1 Equipment Type. KMC may locate equipment necessary for interconnection and accessing Sprint's unbundled network elements in accordance with Applicable Law, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 C.F.R. 51.323(b-c).	Equipment Type. CLEC may only locate equipment necessary for interconnection to Sprint and accessing Sprint's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 C.F.R. 51.323(b-c).
197.	K 34. Equipment list.	9.1.1 and 9.1.2	Open	This issue appears to have been resolved in PSC-00-0941-FOF-TP, Issue XII, page 64, in which the Commission states that "it would not be possible, or desirable, to draw up an exhaustive list of equipment that could be collocated," and broadly construes the equipment and purposes of collocated equipment.	9.1.1 Equipment that is necessary for interconnection or access to unbundled network elements shall include, but is not limited to, optical terminating equipment, fiber distribution frames, ATM multiplexers, concentration devices, DSLAMs, and microwave transmission facilities, as well as splitters, equipment to light dark fiber, and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment, transmission equipment, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber	None proposed.

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					<p>distribution frames, splitters, concentrators, cross-connect systems and switching equipment other than traditional circuit switches. Subject to the provisions of this Attachment, KMC may use such equipment in conjunction with the purchase of Sprint's tariffed services, interconnection facilities, and unbundled network elements.</p> <p>9.1.2 Sprint may object to the collocation of equipment based on criteria in accordance with procedures and limitations established by applicable FCC and Commission rules and orders. With the exception of equipment set forth in this Attachment, Sprint may not block collocation and use of equipment while a proceeding to determine whether Sprint may block such placement is pending. If Sprint prevails in such a proceeding, KMC will remove such equipment from the collocation within thirty (30) days of receipt of a written request to do so from Sprint, or as otherwise set forth in the relevant Commission order.</p>	
198.	K 35. Burden of proof for approved equipment	9.1.3	Open	This issue appears to have been resolved in favor of KMC's position in PSC-00-0941-FOF-TP, Issue XII, page 65.	9.1.3 Whenever Sprint objects to collocation by KMC for purposes within the scope of Section 251 (c) (6) of the Act, Sprint shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section.	None proposed.
199.	K 36. Documentation to validate expense	9.4	Open	The only disagreement relates to the last sentence of each Party's proposed language. KMC's proposal requires Sprint to provide	9.4 KMC must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If KMC fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within 180 calendar days	9.4 KMC must notify Sprint in writing that collocation equipment installation is complete and is operational with Sprint's network. If KMC fails to place operational telecommunications equipment in the collocated space and connect with Sprint's network within 180 calendar days

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
				documentation of the costs incurred that it seeks to collect, while Sprint's language would make it voluntary. Documentation of charges must be provided before Sprint can reasonably expect payment.	of KMC's acceptance of Sprint's price quote, or other time period mutually agreed to by the KMC and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. KMC will reimburse Sprint for any actual reasonable expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Sprint shall provide KMC with a detailed listing of the costs and other appropriate documentation to validate the expense.	of KMC's acceptance of Sprint's price quote, or other time period mutually agreed to by the KMC and Sprint, Sprint may terminate the applicable Collocation Space upon written notice. KMC will reimburse Sprint for any actual reasonable expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs. Upon request, Sprint may provide KMC with a detailed listing of the costs and other reasonable documentation to validate the expense.
200.	K 37. Security Violations	11.4	Open	The language proposed by KMC provides for the proper investigation and resolution of security violations.	11.4 <u>Security Violations</u> . Each Party reserves the right to interview the other Party's employees, agents, or suppliers in the event of wrongdoing in or on Sprint's property, or KMC's Collocation Space, or involving Sprint's, KMC's, or another collocated telecommunications carrier's property or personnel, provided that the Party shall provide reasonable notice to the other Party's designated security representative of such interview. Additionally, each Party reserves the right to bill the other Party for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that the Party's employees, agents, or suppliers are responsible for the alleged act. Each Party shall bill the other Party for the replacement or repair of property, as appropriate, which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or suppliers and where the other Party agrees, in good faith, with the results of such investigation. Each Party	None proposed.

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					agrees that it shall notify the other Party in writing immediately in the event that it discovers one of its employees working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from Sprint's Premises, any employee found to have violated the security and safety requirements of this Attachment.	
201.	K 38. Accountability	11.5	Open		11.5 Accountability. Full compliance with the Security requirements of this Attachment shall in no way limit the accountability of either Party to the other for the improper actions of its employees.	None proposed.
202.	K 39. Sprint will secure area at parity with itself.	11.6	Open	The dispute in this issue is the distinction between Sprint's suggested use of "best efforts" for providing security vs. providing security "at Parity."	11.6 Sprint will use its best efforts to adequately secure the area which houses KMC's equipment to prevent unauthorized entry. Sprint will immediately notify KMC's emergency contact of any actual or attempted security breaches to the KMC collocations space to the extent Sprint become aware of such breaches.	11.7 Sprint will to adequately secure the area which houses KMC's equipment to prevent unauthorized entry at Parity. Sprint will immediately notify KMC's emergency contact of any actual or attempted security breaches to the KMC's collocation space to the extent Sprint becomes aware of such breaches
203.	K 40. Interconnection and cross connect facilities	12.2.1	Open	In general, cross-connections are addressed at PSC-00-0941-FOF-TP, Issue VIIB, page 41, and requires that cross-connects in contiguous spaces requires only notification to the ILEC, with no fee.	12.2.1 Interconnection. Sprint, at its sole discretion, shall permit KMC to interconnect its network, via cross-connect facilities ("XC"), with that of another adjacently collocated telecommunications carrier at the Sprint Premises. A XC is a cabling scheme between cabling runs (including dark fiber), subsystems, and equipment using patch cords or jumper wires that attach the cabling scheme to connection hardware on each end, as defined and described by the FCC in its applicable rules and orders. Rates are set forth in Table XX of this Attachment.	12.2.1 Interconnection. Sprint, at its sole discretion, shall permit CLEC to interconnect its network, via cross-connect facilities ("X-C"), with that of another adjacently collocated telecommunications carrier at the Sprint Premises. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of the CLEC per the CLEC's request.

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					KMC may provision XCs within its Collocation Space without application or additional charges by Sprint. Sprint will provide such cross-connect facilities for non-adjacent locations at the expense of KMC per KMC's request.	
204.	K 41. Co-Carrier Cross Connects	12.3	Open	This issue appears to have been resolved at PSC-00-0941-FOF-TP, Issue VIIB, page 39, which cites 40 C.F.R. 51.323(h). That rule allows for interconnection with another telecommunications carrier at the LEC premises, "provided that the collocated equipment is also used for interconnection with the incumbent LEC or for access to the incumbent LEC's unbundled network elements."	12.3 Co-Carrier Cross Connect (CCXC). CCXCs are XCs between KMC and another collocated telecommunications carrier other than Sprint and is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises. Sprint shall provide such CCXC connections from KMC's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Sprint premises under the terms and conditions of this Attachment. CCXC is provided at the same transmission level from KMC to another telecommunications carrier.	12.3 Co-Carrier Cross Connect (CCXC). CCXCs are XCs between KMC and another collocated telecommunications carrier other than Sprint and is only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Sprint premises, provided that the collocated equipment is used for interconnection with Sprint and/or for access to the Sprint's unbundled network elements. Sprint shall provide such CCXC connections from KMC's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Sprint premises under the terms and conditions of this Attachment. CCXC is provided at the same transmission level from KMC to another telecommunications carrier.
205.	K 42. Direct Connect	12.4	Open	Sprint wants to have full discretion over KMC's use of its technicians. This issue appears to have been resolved at PSC-00-0941-FOF-TP, Issue VIIB, page 41 and Issue XV, page 75, which provides that CLEC contractors may work in CLEC collocation space, provided the CLEC contractors meet ILEC certification standards.	12.4 Direct Connect ("DC"). Sprint will provide for interconnection directly between KMC's virtual and/or physical collocation arrangements within the same Central Office by utilizing a Direct Connect ("DC"). The DC shall be provisioned through facilities owned by KMC. In those cases where KMC's virtual and/or physical collocation space is contiguous in the central office, KMC will have the option of using KMC's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure.	12.4 Direct Connect ("DC"). Sprint will provide for connection directly between KMC's virtual and/or physical collocation arrangements within the same Central Office by utilizing a Direct Connect ("DC"). The DC shall be provisioned through facilities owned by KMC subject to the submission of ICB. In those cases where KMC's virtual and/or physical collocation space is contiguous in the central office, KMC may have the option, at Sprint's sole discretion of using KMC's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure.

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206.	K 43. Provisioning of cross connects	12.5	Open	This issue appears to have been resolved at PSC-00-0941-FOF-TP, Issue VIIB, page 41.	12.5 Sprint will provision cabling necessary to complete interconnection in compliance with 41CFR 51.323(h).	12.5 Sprint will provision cross-connects in compliance with 41CFR 51.323(h).
207.	K 44. Provision of CCXC	12.6	Open	This issue appears to have been resolved at PSC-00-0941-FOF-TP, Issue VIIB, page 41 and Issue XV, page 75, which provides that CLEC contractors may work in CLEC collocation space, provided the CLEC contractors meet ILEC certification standards.	12.6 KMC may provision the CCXC using its own technicians or Sprint technicians to place the CCXC. The CCXC shall be provisioned through facilities owned or leased by KMC. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). In cases where KMC's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, KMC may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc.) between the equipment to both collocated telecommunications carriers and construct a dedicated cable support structure, if needed, between the to contiguous cages, KMC shall deploy such optical facilities.	None proposed.
208.	K 45. Transmission Facility Options	12.7	Open	This issue appears to have been resolved at PSC-00-0941-FOF-TP, Issue VIIB, page 39, <i>citing</i> 40 C.F.R. 51.323(h). That rule allows for interconnection with another telecommunications carrier at the LEC premises, "provided that the collocated equipment is also used for interconnection with the incumbent LEC or for access to the incumbent LEC's unbun-	12.7 Transmission Facility Options. For Physical Collocation and Virtual Collocation, KMC may purchase unbundled transmission facilities (and any necessary Cross-Connection) from Sprint, provide its own transmission facilities, or utilize the transmission facilities of a third party. The transmission facilities shall be terminated at KMC's Collocation Space or at a mutually agreed upon location within Sprint's Premises.	None proposed.

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
				dled network elements.” That rules appears to require inter-connection with Sprint, but not exclusively with Sprint.		
209.	K 46. Entrance facilities	13.1	Open	Sprint insists on limiting KMC’s right to place entrance facilities into its collocation space. The issue of copper entrance facilities is directly addressed in Issue 4 of the decision made in Docket Nos. 981834-TP/990321-TP on November 3, 2003.	13.1 KMC may elect to place KMC owned or KMC leased (from Sprint or a third party provider) fiber entrance facilities (including but not limited to, fiber, microwave, copper, or coaxial entrance facilities) into its Collocation Space. Sprint will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. KMC will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location. KMC will provide and install a sufficient length of retardant riser cable, to which the entrance cable will be spliced by Sprint. KMC is responsible for maintenance of its entrance facilities.	13.1 Subject to Applicable Rules, KMC may elect to place KMC owned or KMC leased (from Sprint or a third party provider) fiber entrance facilities (including but not limited to, fiber, microwave, copper, or coaxial entrance facilities) into its Collocation Space. Sprint will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. KMC will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location. KMC will provide and install a sufficient length of retardant riser cable, to which the entrance cable will be spliced by Sprint. KMC is responsible for maintenance of its entrance facilities.
210.	K 47. Dual entrance facilities	13.2	Open	This issue is generally resolved by 47 C.F.R. 51.323(d). The issue of the 12 month utilization window would not infringe on any competitor, which has an 18 month reservation option as described in PSC-00-0941-FOF-TP, Issue X, page 56.	13.2 Dual Entrance Facilities. Sprint will provide at least two (2) interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by KMC for dual entrance facilities to its physical Collocation Space, Sprint shall provide KMC with information regarding Sprint’s capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, Sprint will make the requested conduit space available for installing a second entrance to KMC’s arrangement. The	13.2 Dual Entrance Facilities. Subject to Applicable Rules, Sprint will provide at least two (2) interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request from KMC for dual entrance facilities to its physical Collocation Space, Sprint shall provide KMC with information regarding Sprint’s capacity to accommodate the requested dual entrance facilities. .

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					location of the serving manhole(s) will be as close as reasonably possible to the Premises housing the Collocation Space.	
211.	K 48. Shared Use	13.3	Open		13.3 Shared Use. KMC may utilize the spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to KMC's collocation arrangement within the same Premises. Sprint shall allow the splice, as long as the fiber is non-working dark fiber.	None proposed.
212.	K 49. Health related facilities and parking	15.1.2	Open		15.1.2 Health Related Facilities and Parking. KMC authorized personnel will have reasonable access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc. within the Premises), as well as availability to existing as well as available parking.	None proposed.
213.	K 50. Notification of changes that may impact KMC	15.2.1	Open		15.2.1 covenants and agrees that Sprint shall not be liable or responsible to KMC for any loss, damage or expense which KMC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for KMC's requirements; provided however that Sprint shall provide reasonable advance notification of any changes which may impact KMC to the extent Sprint is provided such notice.	15.2.1 CLEC covenants and agrees that Sprint shall not be liable or responsible to CLEC for any loss, damage or expense which CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLEC's requirements.
214.	K 51. Notice before making repairs to Collocation Space	15.4.2	Open		15.4.2 Sprint shall, where practical, provide KMC with five (5) business days prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Sprint shall have no obligation to provide such notice if Sprint determines, in the exercise of its sole discretion, that such repair or	15.4.2 Sprint shall, where practical, provide KMC with 24 hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Sprint shall have no obligation to provide such notice if Sprint determines, in the exercise of its sole discretion, that such repair or maintenance

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Notwithstanding the foregoing, where advance notice of an emergency maintenance repair is not given as provided herein, Sprint shall notify KMC of the requirement and work performed within eight (8) business hours of completing the work.</p> <p>Work shall be completed during normal working hours or at other times identified by Sprint; provided, however, that KMC shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at KMC's request. KMC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.</p>	<p>must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Notwithstanding the foregoing, where advance notice of an emergency maintenance repair is not given as provided herein, Sprint shall notify KMC of the requirement and work performed as soon as practicable after completing the work. Work shall be completed during normal working hours or at other times identified by Sprint; provided, however, that KMC shall pay Sprint for overtime and for any other expenses incurred if such work is done during other than normal working hours at KMC's request. KMC shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space</p>
215.	K 52. Notification of unplanned service outages.	15.5	Open		<p>15.5 Sprint shall provide KMC with notice via email three (3) business days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform KMC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Sprint learns that such outage has occurred, but no more than eight (8) hours after such outage.</p>	<p>15.5 Sprint shall provide KMC with notice via email three (3) business days prior to those instances where Sprint or its subcontractors perform work which is known to be a service affecting activity. Sprint will inform KMC by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Sprint learns that such outage has occurred, as soon as practicable.</p>
216.	K 53. Trouble status reports	15.9.1	Open		<p>15.9.1 The Parties are responsible for making best efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for resto-</p>	<p>15.9.1 The Parties will make reasonable efforts to provide prompt verbal notification to each other of significant outages or operations problems which affect the Collocation Space or Premises, to the extent it affects the Collocation Space with an estimated clearing time for resto-</p>

KMC/Sprint Arbitration Issues Matrix

Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					ration, if known. In addition, each Party will provide notification as soon as reasonably practical.	ration, if known. In addition, each Party will provide notification as soon as reasonably practical.
217.	K 54. Building rights	17.1	Open		17.1 Sprint may, without KMC's approval and upon reasonable advance notice to KMC:	17.1 Sprint may, without notice to CLEC:
218.	K 55. Indemnification	19	Open		None proposed.	<p>19. CLEC shall indemnify and hold Sprint harmless from any and all claims arising from:</p> <p>19.1 CLEC's use of the Collocation Space;</p> <p>19.2 the conduct of CLEC's business or from any activity, work or things done, permitted or suffered by CLEC in or about the Collocation Space or elsewhere;</p> <p>19.3 any and all claims arising from any breach or default in the performance of any obligation on CLEC's part to be performed under the terms of this Agreement; and</p> <p>19.4 any negligence of the CLEC, or any of CLEC's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.</p> <p>19.5 If any action or proceeding is brought against Sprint by reason of any such claim, CLEC, upon notice from Sprint, shall defend same at CLEC's expense employing counsel satisfactory to Sprint. CLEC, as a material part of the consideration to Sprint, hereby assumes all risk of damage to property or injury to persons in, upon or about the Collocation Space arising from any cause other than the sole negligence of Sprint, and CLEC hereby waives all claims in respect thereof against Sprint.</p>

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
						<p>19.6 CLEC shall at all times indemnify, defend, save and hold harmless Sprint clear and harmless from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of CLEC, or out of any work performed, material furnished, or obligations incurred by CLEC in, upon or otherwise in connection with the Collocation Space. CLEC shall give Sprint written notice at least 10 business days prior to the commencement of any such work on the Collocation Space in order to afford Sprint the opportunity of filing appropriate notices of non-responsibility. However, failure by Sprint to give notice does not reduce CLEC's liability under this section.</p> <p>19.7 If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, CLEC shall give Sprint written notice thereof as soon as CLEC obtains such knowledge.</p> <p>19.8 CLEC shall, at its expense, within 30 days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Sprint, at the cost and for the account of CLEC, from obtaining such discharge and release if CLEC fails or refuses to do the same within the 30-day period.</p> <p>19.9 If CLEC has first discharged the lien as provided by law, CLEC may, at CLEC's ex-</p>

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						pense, contest any mechanic's lien in any manner permitted by law.
219.	K 56. Limitation of liability	20	Open		None proposed.	20.1 SPRINT SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF CLEC'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY SPRINT'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.
220.	K 57. Partial destruction	21.3	Open		21.3 If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within 90 days of such casualty, terminate KMC's rights to the applicable Collocation Space by giving written notice of its intent to terminate KMC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective 90 days after the date of the notice. Upon KMC's request and subject to space availability, Sprint will provide to KMC, a comparable substitute collocation arrangement at another mutually agreeable location at the applicable charges for that item.	21.3 If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Sprint may, at its election within 90 days of such casualty, terminate CLEC's rights to the applicable Collocation Space by giving written notice of its intent to terminate CLEC's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective 30 days after the date of the notice.
221.	K 58. Brokers	24.1	Open		24.1 KMC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and KMC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). KMC agrees that it is responsible for contacting the appropriate Sprint manager responsible for the Premises to determine the presence, location and quantity	24.1 CLEC is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and CLEC is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). CLEC agrees that it is responsible for contacting the appropriate Sprint manager responsible for the Premises to determine the presence, location and

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Item No.	Issue	Section	Status	Comments	KMC Proposed	Sprint Proposed
					<p>of asbestos or ACBM that KMC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. KMC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from KMC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide KMC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect KMC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Sprint will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Sprint Premises.</p>	<p>quantity of asbestos or ACBM that CLEC's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. CLEC shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from CLEC's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Sprint. Sprint agrees to provide CLEC reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect CLEC's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Sprint will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Sprint Premises.</p>