

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p><i>Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto.</i></p> <p><i>7.2.5 Except as otherwise provided in Section 7.2.4 hereof, if AT&T does not implement and provide notice to Verizon of the implementation of the reciprocal Telephone Exchange Service arrangement as specified in Section 7.2.3 above within one hundred eighty (180) days of the initial traffic exchange with the relevant third party carrier(s), then, in addition to any and all Tandem Transit Service rates and charges provided for in this Agreement, AT&T shall pay Verizon the monthly Transit Service Billing Fee, as set forth in Exhibit A hereto, for each such carrier in respect of which AT&T has not entered into such an arrangement.</i></p> <p><i>7.2.6 AT&T shall pay Verizon for Transit Service that AT&T originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or</i></p>	

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				<i>termination of such traffic, including any Switched Exchange Access Service charges.</i>	
III-3	<p>Does WorldCom have the right to require interconnection via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System (SONET ring)?</p> <p><i>Meet Point Interconnection</i> Should the selection of a fiber meet point method of interconnection (jointly engineered and operated as a SONET ring) be at AT&T's discretion or be subject to the mutual agreement of the parties?</p>	<p>Attachment IV, Section 1.1.2 and Section 1.1.5 et seq.:</p> <p>1.1.2 Verizon shall provide Interconnection at any Technically Feasible point, by any Technically Feasible means, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCI originates local, intraLATA toll, or Meet Point Switched Access traffic and interconnects with Verizon.</p> <p>Verizon shall provide Interconnection at any Technically Feasible point, by any Technically Feasible means, including, but not limited to, a Fiber Meet, at one or more locations in each LATA in which MCI originates local, intraLATA toll, or Meet Point Switched Access traffic and interconnects with Verizon.</p> <p>1.1.5 Fiber Meet</p> <p>1.1.5.1 Fiber Meet is the preferred network Interconnection method of the Parties. Where the Parties interconnect their networks pursuant to a Fiber Meet, the</p>	<p>WorldCom has the right to any technically feasible means of interconnection and a Fiber Meet Point arrangement operated as a SONET ring is technically feasible. The Local Competition Order identifies this as a technically feasible form of interconnection and it is currently in use between WorldCom and ILECs.</p> <p>Verizon cannot condition this form of interconnection on its mutual agreement or consent. It cannot exercise a veto over this technically feasible form of interconnection.</p> <p><i>AT&T has the sole right, pursuant to the Act, FCC regulations, and the Local Competition Order, to require any technically feasible method of interconnection, including a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System. Mutual agreement for the interconnection method chosen by AT&T is not required. Moreover, since AT&T has the right to select the POI, it has the</i></p>	<p>3. Alternative Interconnection Arrangements</p> <p>3.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish an End Point Fiber Meet arrangement, which may include a SONET backbone with an optical interface at the OC-n level in accordance with the terms of this Section. The Fiber Distribution Frame at the **CLEC location shall be designated as the POI for both Parties.</p> <p>3.2 The establishment of any End Point Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation, procedures and arrangements,</p>	<p>Verizon is willing to provide WorldCom and AT&T a mid-span fiber meet point of interconnection. Nevertheless, there are certain technical issues that the Parties need to work out before a mid-span fiber meet point of interconnection can be utilized. For instance, this type of interconnection is based on location, size and type of facilities available and to be installed, as well as potential cost sharing for any new installations. Because of the technical issues associated with a mid-span fiber meet point of interconnection, the Parties need to reach mutual agreement on this type of interconnection. Further, this arrangement must take into account the available fiber in Verizon's network. If Verizon has to provision it specifically for a Petitioners, Verizon would be providing that Petitioner access to an "unbuilt superior" network. Finally, <i>each</i> Party is responsible for the costs associated with the "build out" of its facilities. Petitioners cannot circumvent this rule by picking the least expensive point on their network and force Verizon to bear a</p>

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		<p>Parties shall jointly engineer and operate the Interconnection as a single SONET transmission system for the transmission and routing of Telephone Exchange Service and Exchange Access.</p> <p>1.1.5.2 The Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. Each Party is responsible for designing, provisioning, ownership, and maintenance of all equipment and facilities on its side of the Fiber Meet. The technical specifications will be designed so that each Party may, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. The Parties will work cooperatively to achieve equipment compatibility. Requirements for the Interconnection specifications will be defined in joint engineering planning sessions between the Parties. MCI shall document the specifications as they are developed and distribute them to Verizon. The Parties will use good faith efforts to develop and agree on</p>	<p><i>the right to select the POI, it has the right to designate the location of the meet point, including the terminating facility points.</i></p>	<p>reasonable distance limitations, and on any other arrangements necessary to implement the End Point Fiber Meet arrangement.</p> <p>3.3 Except as otherwise agreed by the Parties, End Point Fiber Meet arrangements shall be used only for the termination of Local Traffic, Internet Traffic, and IntraLATA Toll Traffic.</p> <p>4.3 Mid-Span Fiber Meets</p> <p><i>4.3.1 In addition to the foregoing methods of Interconnection, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement in accordance with the terms of this Section 4.3 which may include a SONET backbone with either an electrical interface at the DS-3 level or an optical interface at the OC-n level in accordance with the terms of this Section. To the extent the Parties mutually agree to establish a Mid-Span Fiber Meet arrangement that utilizes a SONET backbone with an optical interface, the Fiber Distribution Frame at the AT&T location shall be designated as</i></p>	<p>disproportionate amount of the cost. This Commission envisioned that a mid-span meet would be an efficient form of interconnection. By allowing Petitioners to dictate where in Verizon's network a mid-span meet should be constructed, Petitioners are the only Party to realize any "efficiencies." A mid-span meet arrangement should be a mutual one.</p>

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		<p>these specifications within 30 days after the determination by the Parties that the specifications will be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them. If the Parties cannot agree on the specifications, the Parties shall implement MCI's specifications, unless Verizon can prove that such specifications are not Technically Feasible, in which case the Parties shall implement any other Technically Feasible specifications selected by MCI. Specifications are presumed to be Technically Feasible if Verizon or any other ILEC has previously implemented the same specifications.</p> <p>1.1.5.2.1 Unless otherwise specified by MCI, the minimum data rate hand off of the SONET transmission system must be at OC-48 or higher. Unless otherwise requested by MCI, the Parties shall turn the Data Communication Channel (DCC) of the SONET signal containing alarm, surveillance, and performance information to off.</p> <p>1.1.5.2.2 Verizon shall, wholly at its own expense, procure, install, and maintain the specified Fiber Optic Terminal (FOT) equipment in each</p>		<p><i>the POI for both Parties.</i></p> <p><i>4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augmentation, and compensation procedures and arrangements, reasonable distance limitations, the types of traffic carried via such Mid-Span Fiber Meet arrangement and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement.</i></p>	

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		<p>Verizon Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all logical trunk groups in accordance with the requirements of this Attachment IV.</p> <p>1.1.5.2.3 MCI shall, wholly at its own expense, procure, install and maintain the specified FOT equipment in each MCI Wire Center where the Parties establish a Fiber Meet. The FOT must have capacity sufficient to provision and maintain all logical trunk groups in accordance with the requirements of this Attachment IV.</p> <p>1.1.5.2.4 MCI shall designate a manhole or other suitable entry way located outside Verizon's Wire Center as a Fiber Meet facility hand off point and shall make all necessary preparations to receive, and to allow and enable MCI to deliver, fiber optic facilities into that manhole, providing sufficient spare length of Optical Fiber Resistant (OFR) cable to reach the FOT equipment in Verizon's Wire Center. MCI shall deliver and maintain such strands wholly at its own expense. Verizon shall take the fiber from the manhole and terminate it inside Verizon's Wire Center in the FOT equipment at</p>			

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		<p>Verizon's expense.</p> <p>1.1.5.2.5 MCIm shall designate a manhole or other suitable entry way outside MCIm's Wire Center as a Fiber Meet facility hand off point and shall make all necessary preparations to receive, and to allow and enable Verizon to deliver, fiber optic facilities into that manhole, providing sufficient spare length of OFR cable to reach the FOT equipment in MCIm's Wire Center. Verizon shall deliver and maintain such strands wholly at its own expense. MCIm shall take the fiber from the manhole and terminate it inside MCIm's Wire Center in the FOT equipment at MCIm's expense.</p> <p>1.1.5.2.6 Alternatively, MCIm may designate a common facility hand off point between the Parties' networks. Both Parties shall deliver their fiber optic facilities into that common facility hand off point, providing sufficient spare length of OFR cable to enable a SEICOR closure. Each Party shall be responsible for the delivery and maintenance of facilities on its side of the common facility hand off point at its own expense.</p> <p>1.1.5.2.7 Each Party shall use its best efforts and cooperate with the</p>			

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		<p>other to ensure that fiber received from the other Party will enter the Party's Wire Center through a facility hand off point separate from that which the Party's own fiber exited. Each Party shall research the fiber routes to ensure diversity and report to the other Party in writing the location and distance of fiber running in close proximity.</p> <p>1.1.5.2.8 Subject to the security requirements specified in this Agreement, each Party shall allow the other access to the Fiber Meet entry points for maintenance purposes upon oral request.</p> <p><i>AT&T's Section 4.0 et seq and Schedule 4., including, but not limited to section 2.6:</i></p> <p><i>Mid-Span Fiber Meet – interconnection of each Party's fiber cable at a location to which the parties have mutually agreed. Such arrangements, when at the request of the Verizon, are subject to the mutual agreement of the Parties. Unless otherwise mutually agreed, each Party shall bear its own costs to install and operate the facilities on its side of the fiber optic splice connection.</i></p>			

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III-3-a	Should Mid-Span Fiber Meet facilities be established within 120 days from the initial mid-span implementation meeting?	<p><i>AT&T's Section 4.0 et seq and Schedule 4., including, but not limited to section 1.6.4:</i></p> <p><i>In establishing a Mid-Span Fiber Meet arrangement and associated interconnection trunking, or an augment to such an arrangement the Parties agree to work together on routing, determining the appropriate facility system size (i.e., OC-n) based on the most recent traffic forecasts, equipment selection, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement and associated interconnection trunking ("Implementation Provisions"). The Implementation Provisions shall be agreed to by the Parties in writing at the initial implementation meeting. If, despite the Parties good faith efforts, the Parties cannot agree on material terms relating to the Implementation Provisions, the dispute resolution provisions of Section 28.11 of this Agreement shall apply. Unless otherwise mutually agreed, in order to delay the Mid-Span activation date required under this Section either Party must be granted a stay of the</i></p>	<p><i>Verizon must agree to commit to interconnection activation dates for mid-span meet interconnection. A deadline is necessary to ensure that Verizon will follow through on its commitment to implement the interconnection method chosen by AT&T. Without a time commitment, AT&T's service expansion plans could be affected. Unless it is known with certainty when its interconnection will be operational, a company often cannot finalize sales, marketing or operational support planning – all critical components to any business plan. The imposition of time frames for other forms of interconnection, such as collocation, are commonplace, and recognize the need for certainty when a carrier is growing a network.</i></p> <p><i>AT&T's proposal is to require activation of Mid-Span meet facilities established within 120 days from the initial implementation meeting, which shall be held within 10 business days of the receipt by Verizon of AT&T's response to the Verizon's Mid-Span Fiber Meet questionnaire. This proposal is a reasonable one that should be more than adequate for Parties to complete the process. A refusal to agree to any deadline would amount to an unreasonable term and condition of interconnection</i></p>	<p>4.3.2 <i>The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augmentation, and compensation procedures and arrangements, reasonable distance limitations, the types of traffic carried via such Mid-Span Fiber Meet arrangement and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement.</i></p>	<p>The Parties need to negotiate the location, type, sizing, electronics compatibility, and build requirements for each arrangement. Verizon proposes that the Parties accomplish this in a Memorandum of Understanding ("MOU"). Once the Parties sign a MOU, Verizon agrees that a mid-span fiber meet point of interconnection can be constructed within 120 days.</p>

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		<p><i>timeframe by the Commission. The activation date for a Mid-Span Fiber Meet arrangement or an augment to such arrangement, shall be established as follows: (i) the Mid-Span Fiber Meet facilities shall be activated within 120 days from the initial implementation meeting which shall be held within 10 business days of the receipt by VERIZON of AT&T's complete and accurate response to the VERIZON Mid-Span Fiber Meet questionnaire and (ii) the provisioning for the DS3 facilities and the trunk groups up to 10 new trunk groups or 1440 switched trunks, within 60 business days after the Mid-Span Meet facility system is activated. Intervals for quantities of trunks greater than the specified limits shall be negotiated by the Parties. The timeframes specified in this section are contingent upon AT&T's completing its milestones agreed to at the initial implementation meeting on time. If AT&T obtains dark fiber from a third party for its portion of the fiber optic cable, AT&T shall use reasonable efforts to ensure that the third-party provider does not unreasonably delay VERIZON's efforts to complete the interconnection by the deadline. Any Mid-Span Fiber Meet arrangement where the fiber splice location will be located at a third-party premises is expressly conditioned on the Parties</i></p>	<p><i>in violation of §251(c)(2)(D) of the Act.</i></p>		

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		<p>having sufficient fiber optic cable capacity at the requested location to meet such request, each Party having unrestricted 24-hour access to the requested location, and on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.</p>			
III-4	<p>Should the Interconnection Agreement include detailed provisions addressing network servicing responsibilities, including the development and exchange of joint non-binding forecasting responsibilities; Verizon's financial responsibility to provision trunks within the stated interval; the grade of service (blocking standard) to be maintained; trunk ordering procedures and trunk provisioning intervals; procedures for planning and provisioning of major projects; and testing of trunks prior to turn up?</p> <p><i>Forecasting Should AT&T be required to forecast Verizon's originating traffic and also provide for its traffic, detailed demand forecasts for UNEs, resale and interconnection?</i></p>	<p>Attachment IV, Sections 4 et seq.</p> <p>Section 4. Network Servicing</p> <p>4.1 Trunk Forecasting</p> <p>4.1.1 The Parties shall work toward the development of joint non-binding forecasting responsibilities for traffic utilization over trunk groups. Verizon shall accommodate all orders for trunks within forecast. Verizon shall reimburse MCI for any lost revenue associated with their failure to provision trunks within forecast within the standard intervals set forth in this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities or equipment become available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to</p>	<p>The proposed provisions provide detail which will facilitate the ordering and provisioning of trunks between the parties. Verizon has not identified any problems with the terms proposed by WorldCom.</p> <p><i>AT&T should not be required to provide forecasts for Verizon's originating traffic. The exchange of forecasts should be reciprocal with Verizon providing the forecasts for its own traffic. Nor should AT&T be required to provide detailed demand forecasts for UNEs, resale and interconnection in connection with its traffic. Rather, AT&T will provide summary forecasts of its traffic in order to provide Verizon with the information needed for network planning circumstances. AT&T agrees that it will provide forecasts to Verizon for the two-way interexchange trunks (meet point billing trunks), but each company is in the best position to forecast its own</i></p>	<p><u>Forecasting Requirements for Trunk Provisioning.</u></p> <p>Within ninety (90) days of executing this Agreement, **CLEC shall provide Verizon a two (2) year traffic forecast. This initial forecast will provide the amount of traffic to be delivered to and from Verizon over each of the Local Interconnection Trunk groups over the next eight (8) quarters. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLI codes for **CLEC-IPs and Verizon-IPs),</p>	<p>Because Petitioners are the only Party who can project how much traffic they will receive from Verizon, they are the only Party who can provide trunking forecasts. For example, if Petitioners target customers who primarily receive calls, most of those calls will come from Verizon customers, and Verizon will have to provide the facilities to deliver those calls to Petitioners. Verizon, however, does not have Petitioner's marketing information and, thus, does not have the necessary information to forecast how many calls Verizon customers will make to the Petitioners' customer. The Petitioners should provide Verizon with trunk forecasts to ensure that trunk groups do not exceed their design blocking threshold and to ensure adequate switching infrastructure deployment to meet Petitioners' service requirements within standard intervals. The forecasts are based upon the Petitioners' business plans</p>

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		<p>accommodate orders when facilities are not available. Intercompany forecast information must be provided by each Party to the other Party on a quarterly basis. The forecasts shall include:</p> <p>4.1.1.1 Yearly forecasted trunk quantities to each of Verizon's End Offices and access Tandem Office(s) affected by the exchange of traffic (which include measurements that reflect actual Tandem and End Office Local Interconnection and meet point trunks and tandem-subtending Local Interconnection End Office equivalent trunk requirements for no more than two years (current plus one year) by traffic type (local/toll, operator services, 911, etc.), Access Carrier Terminal Location (ACTL), interface type (e.g., DS1), and trunks in service each year (cumulative);</p> <p>4.1.1.2 The use of A location/Z location Common Language Location Identifier (CLLI-MSG), which is described in Bellcore documents BR 795-100-100 and BR 795-400-100; and</p> <p>4.1.1.3 Descriptions of major network projects that affect the other Party will be provided in the</p>	<p><i>originating traffic from its own one-way local and intraLATA toll trunks.</i></p>	<p>interface type (e.g., DS1), and trunks in service each year (cumulative).</p> <p><u>13.3.1.1 Initial Forecasts/Trunking Requirements.</u></p> <p>Because Verizon's trunking requirements will, at least during an initial period, be dependent on the Customer segments and service segments within Customer segments to whom **CLEC decides to market its services, Verizon will be largely dependent on **CLEC to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (to Verizon) traffic. Verizon will, as an initial matter provide the same number of trunks to terminate Local Traffic to **CLEC as **CLEC provides to terminate Local Traffic to Verizon. At Verizon's discretion, when **CLEC expressly identifies particular situations that are expected to produce traffic that is substantially skewed in either the inbound or outbound direction, Verizon will provide the number of trunks **CLEC suggests; provided, however, that in all cases Verizon's</p>	<p>and marketing strategy. Because the Petitioners are the only Party privy to this information, it should provide Verizon with trunk forecasts. Detailed demand forecasts are also required in order for Verizon to predict the resources and network infrastructure that Verizon will have to make available for UNEs and resale. Because the Petitioners are the only Party privy to this information, it should provide Verizon with trunk forecasts.</p>

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		<p>forecasts. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.</p> <p>4.1.2 The Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.</p> <p>4.1.2.1 Because each Party's trunking requirements will, at least during an initial period, be dependent on the subscriber segments to whom MCI^m decides to market its services, Verizon will be largely dependent on MCI^m to provide accurate trunk forecasts for both inbound (from Verizon) and outbound (from MCI^m) traffic. Verizon will, as an initial matter, and upon receipt of a forecast from MCI^m, order a sufficient number of trunks from MCI^m for Local Traffic and intraLATA toll, to MCI^m from Verizon, to handle the traffic forecast. Upon the establishment of any new set of trunks for traffic, each Party will monitor traffic for up to ninety (90) days, and will, as necessary, either augment trunks or disconnect</p>		<p>provision of the forecasted number of trunks to **CLEC is conditioned on the following: that such forecast is based on reasonable engineering criteria, there are no capacity constraints, and **CLEC's previous forecasts have proven to be reliable and accurate.</p> <p><u>13.3.1.1 Monitoring and Adjusting Forecasts.</u> Verizon will, for ninety (90) days, monitor traffic on each trunk group that it establishes at **CLEC's suggestion or request pursuant to the procedures identified in Section 13.3.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced. If, after such initial ninety (90) day period for a trunk group, Verizon determines that any trunks in the trunk group in excess of two (2) DS-1s are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold **CLEC financially</p>	

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		<p>trunks, based on the application of reasonable engineering criteria to the actual traffic volume experienced. If, after such ninety (90) day period, either Party has determined that the trunks are not warranted by actual traffic volumes, then, it shall inform the other Party in writing. Thereafter, within ten (10) business days of receipt of the written notice, the Party receiving notice shall inform the other Party whether it desires to keep in operation any unused trunk.</p> <p>4.1.3 Each Party shall provide a specified point of contact for planning, forecasting, and trunk servicing purposes.</p> <p>4.1.4 Trunking can be established to Tandem or End Offices or a Combination Class 5/Class 4 via either one-way or two-way trunks in accordance with the standards set forth in Section [1] of this Attachment. Trunking will be at the DS-0 level, DS-1 level, or higher, as mutually agreed in accordance with the standards set forth in Section [1] of this Attachment. Initial trunking will be established between the MCIm switching centers and Verizon's access Tandem Office(s). The Parties may use direct End Office</p>		<p>responsible for the excess facilities.</p> <p>13.3.1.2 In subsequent periods, Verizon may also monitor traffic for ninety (90) days on additional trunk groups that **CLEC suggests or requests Verizon to establish. If, after any such (90) day period, Verizon determines that any trunks in the trunk group are not warranted by actual traffic volumes (considering engineering criteria for busy hour CCS and blocking percentages), then Verizon may hold **CLEC financially responsible for the excess facilities. At any time during the relevant ninety (90) day period, **CLEC may request that Verizon disconnect trunks to meet a revised forecast. In such instances, Verizon may hold **CLEC financially responsible for the disconnected trunks retroactive to the start of the ninety (90) day period through the date such trunks are disconnected.</p> <p><i>10.3 Forecasting Requirements for Trunk Provisioning</i></p> <p><i>10.3.1 AT&T shall provide Verizon a two (2) year traffic</i></p>	

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		<p>trunking for their traffic when deemed appropriate. Requests for direct End Office trunking will not be unreasonably denied.</p> <p>4.2 Grade of Service</p> <p>4.2.1 Unless otherwise specified in this Attachment IV, all Interconnection trunking must be engineered to a blocking standard of one percent (1%) during the peak busy hour, as defined by each Party's standards.</p> <p>4.3 Trunk Servicing</p> <p>4.3.1 Unless otherwise specified in this Attachment IV, orders between the Parties to establish, add, change, or disconnect trunks shall be processed by use of an Interconnection Service Request (ISR) for MCI orders to Verizon, or an Access Service Request (ASR), or other request format as specified by MCI for Verizon orders to MCI.</p> <p>4.3.2 As discussed in this Agreement, both Parties will manage the capacity of their Local Interconnection Trunk Groups. Verizon will issue an ASR to MCI to trigger changes Verizon desires to the Verizon Local Interconnection Trunk Groups</p>		<p><i>forecast of inbound and outbound trunks. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), 2/6 code (identifies trunk group), A location/Z location (CLL codes for AT&T-IP's and Verizon-IP's), interface type (e.g., DS1), and trunks in service(cumulative).</i></p> <p><u>10.3.2 Initial Forecasts/Trunking Requirements</u></p> <p><i>10.3.2.1 For those LATAs where the Parties have not provisioned trunks for the exchange of Local Traffic, Verizon will generally utilize AT&T's trunk forecasts for both inbound and outbound traffic to assist it in determining the timing and sizing of the Verizon trunks used to terminate Local Traffic to AT&T, provided, that AT&T's forecast is</i></p>	

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		<p>based on Verizon's capacity assessment. MCIIm will issue an ISR to Verizon to trigger changes MCIIm desires to the MCIIm Local Interconnection Trunk Groups based on MCIIm's capacity assessment.</p> <p>4.3.3 The standard interval used for the provisioning of local interconnection trunk groups shall be ten (10) business days for orders of fewer than ninety-six (96) DS-0 trunks. Orders beyond this amount shall be determined on an individual case basis. Where feasible, Verizon will expedite installation, upon MCIIm's request.</p> <p>4.3.4 Orders that comprise a major project must be submitted at the same time, and their implementation will be jointly planned and coordinated. Major projects are unusual or extraordinary projects that require the coordination and execution of multiple orders or related activities between and among Verizon and MCIIm work groups, including, but not limited to, the initial establishment of Local Interconnection Trunk Groups or Meet Point Trunk Groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements. Unless</p>		<p><i>based on reasonable engineering criteria.</i></p> <p><i>10.3.2.2 If AT&T determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which the Parties are not already interconnected pursuant to this Agreement, Verizon will, for ninety (90) days, monitor traffic on each initial trunk group that it establishes at AT&T's suggestion or request pursuant to the procedures identified in Section 10.3.2.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that are not warranted by the actual traffic volumes in accordance with the trunk utilization percentages in Section 10.2.1.2.</i></p> <p>10.4 Demand Management Forecasts</p> <p><i>In addition to any other forecasts required by this Agreement, upon request by Verizon, AT&T shall provide to Verizon non-binding good faith demand management forecasts regarding the services that AT&T expects to purchase from Verizon,</i></p>	

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		<p>otherwise agreed, major projects will be provisioned within the same time frames as other orders.</p> <p>4.3.5 MCI and Verizon 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. MCI and Verizon agree to exchange an up-to-date list promptly following changes in personnel or information.</p> <p>4.3.6 The Parties shall cooperate with each other to test all trunks prior to turn up.</p> <p><i>The appropriate terms and conditions governing forecasting are found at AT&T's Proposed Contract Section 10.2.3, as follows:</i></p> <p><i>10.2.3 Forecasting Requirements for Trunk Provisioning AT&T shall provide VZ a two (2) year traffic forecast. The forecast shall be updated and provided to VZ on an as-needed basis, but no less frequently than semiannually. All forecasts shall comply with the VZ CLEC Interconnection Trunking Forecast Guide and shall include, where applicable, Access Carrier Terminal Location ("ACTL"), traffic type</i></p>		<p><i>including, but not limited to, forecasts regarding the types and volumes of services that AT&T expects to purchase and the locations where such services will be purchased. Such forecasts shall be requested by Verizon no more frequently than semi-annually and shall be subject to the confidentiality provisions set forth in Section 28.5.2 of this Agreement and the information contained in such forecasts will only be used to provide services pursuant to this Agreement. Such forecasts shall not be a commitment by AT&T to order any specified amount of services. Nor do such forecasts expand or otherwise increase (i) Verizon's obligations to provide services pursuant to this Agreement or (ii) any performance standards, measurements, or remedies, if any, that may apply pursuant to Section 26 of this Agreement.</i></p>	

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		<i>(Local Traffic/Toll Traffic, Operator Services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for AT&T-IP's and VZ-IP's), interface type (e.g., DS1), and trunks in service each year (cumulative).</i>			
III-4-a	Should Verizon be allowed to penalize AT&T in the event AT&T's trunk forecasts subsequently prove to be overstated?	<i>The appropriate terms and conditions governing forecasting are found at AT&T's Proposed Contract Section 10.2.3, as found in AT&T's response to Issue III-4.</i>	<i>Verizon should not be allowed to penalize AT&T in the event AT&T's trunk forecasts subsequently prove to be overstated. Rather, AT&T proposes that forecasts be non-binding and that both Parties bear the risks associated with forecasts that prove to be inaccurate, despite a good faith forecasting effort.</i>	10.2.1.1 <i>Notwithstanding any other provision of this Agreement, each Party shall control the timing and sizing of one-way originating trunks it provisions for terminating Reciprocal Compensation Traffic to the other Party. Both Parties will manage the capacity of their interconnection trunk groups. Each Party's trunking requirements for a tandem trunk group should be based on reasonable engineering principles and be kept to a minimum quantity of trunks. Additional required trunking capacity shall be provisioned with direct end office high usage trunk groups. Either Party may, at its discretion, add or disconnect trunks in a trunk group that are under its control as long as engineering parameters, e.g., design blocking</i>	Verizon believed this issue had been settled between AT&T and Verizon with the inclusion of §§ 10.2.1.1 and 10.3 in their interconnection agreement. Nevertheless, if this is not the case, Verizon is only proposing that the financial penalties reimburse Verizon for its out-of-pocket costs when AT&T overstates its trunking requirements.

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				<p><i>objective, ECCS, utilization, are reasonably met.</i></p> <p>10.3 Forecasting Requirements for Trunk Provisioning</p> <p><i>10.3.1 AT&T shall provide Verizon a two (2) year traffic forecast of inbound and outbound trunks. The forecast shall be updated and provided to Verizon on an as-needed basis but no less frequently than semiannually. All forecasts shall comply with the Verizon CLEC Interconnection Trunking Forecast Guide and shall include, Access Carrier Terminal Location ("ACTL"), traffic type (Local Traffic/Toll Traffic, Operator Services, 911, etc.), 2/6 code (identifies trunk group), A location/Z location (CLL) codes for AT&T-IP's and Verizon-IP's, interface type (e.g., DS1), and trunks in service(cumulative).</i></p> <p>10.3.2 <u>Initial Forecasts/Trunking Requirements</u></p> <p><i>10.3.2.1 For those LATAs where the Parties have not provisioned trunks for the exchange of Local Traffic, Verizon will generally utilize</i></p>	

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				<p><i>AT&T's trunk forecasts for both inbound and outbound traffic to assist it in determining the timing and sizing of the Verizon trunks used to terminate Local Traffic to AT&T, provided, that AT&T's forecast is based on reasonable engineering criteria.</i></p> <p><i>10.3.2.2 If AT&T determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which the Parties are not already interconnected pursuant to this Agreement, Verizon will, for ninety (90) days, monitor traffic on each initial trunk group that it establishes at AT&T's suggestion or request pursuant to the procedures identified in Section 10.3.2.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that are not warranted by the actual traffic volumes in accordance with the trunk utilization percentages in Section 10.2.1.2.</i></p>	
III-4-b	Should Verizon have the unilateral ability to terminate trunk groups to AT&T if Verizon determines that the	<i>The appropriate terms and conditions governing forecasting are found at AT&T's Proposed Contract Section</i>	<i>Consistent with good network planning practices, and the promotion of competition, Verizon should not</i>	10.2.1.2 <i>The Parties will review all Tandem and End Office One-Way Local</i>	Without the ability to terminate trunk groups that are underutilized, Verizon will be unable to manage its network

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	trunks groups are underutilized?	<i>10.2.3, as found in AT&T's response to Issue III-4</i>	<i>have the unilateral ability to terminate trunk groups to AT&T based upon its determination that the trunk groups are underutilized. Rather, trunk groups should only be terminated based upon a mutual agreement between parties.</i>	<i>Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. AT&T will promptly augment all Tandem and End Office One-Way Local Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem and End Office One-Way Local Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, AT&T will promptly submit ASRs to disconnect a sufficient number of Local Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group. If the Parties agree to revise the utilization</i>	in an efficient manner, and the quality of service provided to all Carriers will be negatively impacted. AT&T should not be in the position to require Verizon to keep trunks in service on the mere hope that they may be utilized at some point in the in the future.

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				<p><i>percentages in this Section 10.2.1.2, the Parties shall amend this Agreement to include mutually agreed upon terms and conditions governing such revised utilization levels.</i></p> <p><i>10.3.2.2 If AT&T determines to offer Telephone Exchange Services and to interconnect with Verizon in any LATA in which the Parties are not already interconnected pursuant to this Agreement, Verizon will, for ninety (90) days, monitor traffic on each initial trunk group that it establishes at AT&T's suggestion or request pursuant to the procedures identified in Section 10.3.2.1. At the end of such ninety (90) day period, Verizon may disconnect trunks that are not warranted by the actual traffic volumes in accordance with the trunk utilization percentages in Section 10.2.1.2.</i></p>	
IV-1	How should third party transit traffic be routed and billed by the parties?	<p>Attachment IV, Section 10 et seq. and Attachment I, Section 4.8 et seq.</p> <p>10. Third Party Transit Traffic</p> <p>10.1 IntraLATA traffic from third</p>	<p>Transit traffic should be exchanged over the Local Interconnection Trunk Group. Verizon does not object.</p> <p>Second, Verizon should collect reciprocal compensation from</p>	<p>11. Tandem Transit Traffic</p> <p>11.1 As used in this Section 11, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on</p>	<p>As stated in response to Issue III-1, Verizon provides transit services up to a certain level to WorldCom, and other CLECs, as an accommodation. WorldCom's proposal mandates that Verizon "shall" provide tandem</p>

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		<p>party LECs, CLECs, or CMRS providers will be routed over Local Interconnection Trunk Groups.</p> <p>10.2 Verizon shall terminate all traffic destined to its network from third party LECs, CLECs, or CMRS providers in the LATA delivered to Verizon's network by MCIIm.</p> <p>10.3 Verizon shall pass all traffic delivered from MCIIm destined to third party LECs, CLECs, or CMRS providers in the LATA.</p> <p>10.4 Verizon shall pass all traffic delivered from third party LECs, CLECs, or CMRS providers in the LATA destined to MCIIm's network or LECs, CLECs, or CMRS providers subtending MCIIm's Switch.</p> <p>10.5 Tandem Transit Switching Rate. When either Party uses the other Party's network to pass a local call to a third party LEC, CLEC, or CMRS provider, it shall pay a Tandem Transit Switching Rate equal to the tandem switching rate element set forth in Attachment I.</p> <p>10.6 Transit Signaling. MCIIm may choose to route SS7 signaling information (e.g., ISUP, TCAP) from MCIIm's signaling network to another CLEC's signaling network via Verizon's signaling network for the</p>	<p>originating carriers and transmit it to terminating carriers. This will minimize the number of bills and record exchange among carriers.</p>	<p>**CLEC's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CRMS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which **CLEC delivers such traffic. Neither the originating nor terminating customer is a Customer of Verizon. Subtending Central Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.</p> <p>11.2 Tandem Transit Traffic Service provides **CLEC with the transport of Tandem Transit Traffic as provided below.</p> <p>11.3 Tandem Transit Traffic may be routed over the Local Interconnection Trunks described in Sections 3 through 6. **CLEC shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.</p>	<p>transit traffic indefinitely and regardless of the level of traffic. WorldCom also demands that Verizon must make arrangements directly with third-party carriers for any compensation owed on WorldCom's behalf. WorldCom's proposal does not compensate Verizon for the additional charges or costs the receiving third-party carrier may levy on Verizon. In addition, it's proposal obviates any need for WorldCom to directly interconnect with other carriers.</p>

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		<p>purpose of exchanging call processing/network information between MCI and the other CLEC's network, whether or not Verizon has a trunk to the terminating switch, provided that, where Verizon does not have such a trunk, MCI furnishes Verizon with:</p> <p>10.6.1 the destination point codes (DPCs) of all the CLEC switches to which it wishes to send transit signaling;</p> <p>10.6.2 the identity of the STPs in Verizon's network in which each DPC will be translated; and</p> <p>10.6.3 the identity of the STPs in the other signaling network to which such transit signaling will be sent.</p> <p>4.8 Compensation for the Completion of Transit Traffic</p> <p>4.8.1 For calls that transit Verizon's network, whether they originate from MCI and terminate to a third party LEC, CLEC or CMRS provider, or originate from that third party and terminate to MCI, and transit Verizon's network, MCI requires Verizon to make arrangements directly with that third party for any compensation owed in connection with such calls on MCI's behalf.</p>		<p>The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.</p> <p>11.4 **CLEC shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits Verizon's Tandem Office. If **CLEC does not enter into and provide notice to Verizon of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then Verizon may, at its sole discretion, terminate Tandem Transit Service at anytime upon thirty (30) days written notice to **CLEC.</p> <p>11.5 **CLEC shall pay Verizon for Transit Service that **CLEC originates at the rate specified in the Pricing Attachment, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic,</p>	

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		<p>4.8.1.1 When MCI_m requires Verizon to make arrangements directly with a third party LEC, CLEC or CMRS provider on MCI_m's behalf, Verizon shall compensate MCI_m for such calls terminating to MCI_m using MCI_m's rates as described herein, and charge MCI_m for such calls terminating to that third party as if such calls had terminated in Verizon's network, using Verizon's rates as described herein.</p> <p>4.8.2 If MCI_m deals directly with a third party LEC, CLEC or CMRS provider, neither Party will charge the other for such traffic. The Parties shall instead establish appropriate billing relationships directly with that third party. The Parties shall, however, provide each other with any information necessary to measure and bill for such traffic.</p>		<p>including any Switched Exchange Access Service charges.</p> <p>11.6 Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls.</p> <p>11.7 If or when a third party carrier's Central Office subtends a **CLEC Central Office, then **CLEC shall offer to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to **CLEC as defined in this Section 11 such that Verizon may terminate calls to a Central Office of a CLEC, ILEC, CMRS carrier, or other LEC, that subtends a **CLEC Central Office ("Reciprocal Tandem Transit Service"). **CLEC shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 11.</p> <p>11.8 Neither Party shall take any actions to prevent the other Party</p>	

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				from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.	
IV-2	Is Verizon obligated to provide and use two-way trunks that carry each party's traffic?	<p>Attachment IV, Sections 1.2.7.2, 1.3.6, 1.8 through 1.8.5.3, and 1.8.7 through 1.8.8</p> <p>1.2.7.2 Unless otherwise indicated in this Agreement, trunks will be provisioned as one-way or two-way trunks as specified by MCI.</p> <p>1.3.6 Local Interconnection Trunk Groups (at MCI's option) must be capable of operating as two-way trunks carrying traffic to and from MCI and to and from Verizon.</p> <p>1.8 Two-Way Trunk Groups</p> <p>1.8.1 Verizon shall provide all two-way trunk groups in accordance with, and subject to, the terms and conditions of this Agreement. A two-way trunk group shall be installed from a Verizon End Office or a Verizon Tandem to a POI specified by MCI. Two-way trunk groups must have SS7 CCS with B8ZS and Extended Super Frame, where available. Two-way trunk groups between the Verizon Tandems which Verizon has designated as access</p>	<p>Verizon must provide and use two-way trunks upon request. 47 CFR 51.305 (f).</p> <p>Verizon cannot, as it suggests, make a "two-way capable" trunk available but not use it. This denies WorldCom the efficiencies of two-way trunking the Commission's regulations intend.</p> <p>WorldCom has proposed detailed terms addressing the characteristics of the two-way trunks. These terms were initially proposed to WorldCom by Verizon in another state.</p>	<p><u>2.4 Two-Way Interconnection Trunks.</u></p> <p>2.4.1 Where the Parties have agreed to use Two Way Local Interconnection Trunks, prior to ordering any Two-Way Local Interconnection Trunks from Verizon, **CLEC shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating CCS (Hundred Call Second) information, and the Parties shall mutually agree on the appropriate initial number of Two-Way [For NY & CT: Meet Point A (high usage) and Meet Point B (final)/For all other states: End Office and Tandem] Local Interconnection Trunks and the interface specifications at the Point of Interconnection (POI).</p> <p>2.4.2 Two-Way Local Interconnection Trunks shall be from a Verizon End Office or Tandem to a mutually agreed</p>	Verizon's proposed agreement contains terms and conditions by which Verizon and WorldCom would send their traffic over two-way trunks. Those terms and conditions are not only consistent with industry standards, but are necessary to ensure that two-way trunking works as it is intended. WorldCom's contention that Verizon has refused to use "two-way" trunking is inaccurate and unjustified. Verizon has established a set of terms and conditions for the use of two-way trunks, which enable both Parties to send traffic over the trunks without fear of disruption and maintains the integrity of Verizon's network.

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