

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p>vendor designated by AT&T.</p> <p><i>In those serving End Offices where Verizon does not employ the use of a POT Bay, the AT&T-provided splitter will be located via a virtual-LIKE collocation arrangement, to which AT&T does not have access. AT&T shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to AT&T's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon -approved vendor.</i></p> <p><i>In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to AT&T upon completion of the required augment.</i></p> <p>(i) <i>Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&T must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation</i></p>	

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				<p><i>intervals will apply (unless Applicable Law requires otherwise).</i></p> <p><i>(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or AT&T's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. AT&T must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.</i></p>	
III-11	<p>Should the contract reflect the FCC's decisions in the UNE Remand, Advanced Services and Line Sharing proceedings?</p> <p><i>MDU Subloop. How should Verizon provide full and non-discriminatory access to all subloop elements at any technically feasible points in order to be consistent with the UNE Remand Order?</i></p>	<p>Attachment III, Sections 4.1 through 4.8; 5.1 through 7.1.4; and 9.1 through 10.1.4.2.</p> <p><i>Section 11.2.14 and Schedule 11.2.14 of AT&T's proposed agreement set forth contract terms and conditions appropriate to implement subloop access.</i></p>	<p>WorldCom has learned that ambiguity tends to lead to delay and litigation. To limit ambiguity, WorldCom has proposed specific language to implement the FCC's decisions with regard to these issues. Verizon fails to demonstrate (or even argue) how WorldCom's language is wrong or unreasonable.</p> <p><i>Recent FCC actions establish a framework for states that helps to assure that competitive telecommunications carriers will have nondiscriminatory access to customers in Multiple Tenant</i></p>	<p>5.1 Sub-Loop. Subject to the conditions set forth in Section 1of this Attachment and upon request, Verizon shall provide **CLEC with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 5 and the rates set forth in the Pricing Attachment. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility</p>	<p>Verizon provides access to subloops as required by Commission Rule 319(a)(2) and the UNE Remand Order. The access is provided at "accessible terminals" where loops can be accessed without removing a splice case. Verizon offers three standard subloop products: the feeder subloop, the distribution subloop and the house and riser to the extent it is owned and controlled by Verizon. In Virginia, however, Verizon retired its house and riser assets in 1992 and thus its network ends at the minimum point of entry. Verizon cannot provide access beyond the minimum</p>

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			<p><i>Environments ("MTEs") and Multiple Dwelling Units ("MDUs"). As such, AT&T is well within its rights to proceed as it has in Verizon territory to obtain access to serve its customers in MTEs and/or MDUs and Verizon, by refusing to provide such access, has violated relevant federal law.</i></p> <p><i>As discussed below, AT&T needs access to all subloop elements of the loop, particularly in connection with the provision of services to MDUs and MTEs to compete for end users in those locations. AT&T is entitled to that access. The FCC found in the UNE Remand Order that "a broad definition of the subloop that allows requesting carriers maximum flexibility to interconnect their own facilities ... will best promote the goals of the Act." It held that such access must be facilitated at any technically feasible point, and identified with precision a number of such points that, within the limits of technical feasibility, should be included as methods of access to subloops. Moreover, the FCC established a rebuttable presumption that the subloop can be unbundled at any accessible terminal in the outside loop plant and required that, in any arbitration over a CLEC's request to access subloops at a particular point, the ILEC must demonstrate that the requested point is not technically feasible.</i></p>	<p>(or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide **CLEC with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.</p> <p>5.2 **CLEC may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide **CLEC with access to a drop and NID that, at the time of **CLEC's request, Verizon is using to provide service to the Customer (as such term is hereinafter defined). New drops will be installed in accordance with Verizon's standard procedures. In some cases this may result in **CLEC being responsible for the cost of installing the drop.</p> <p>5.3 **CLEC may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a "COPIC") or, if **CLEC is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of **CLEC at such enclosure. To obtain access to a Sub-Loop, **CLEC shall install a COPIC on an easement or Right of Way obtained by **CLEC within 100 feet of the Verizon FDI to which such Sub-Loop is connected.</p>	<p>point of entry since it does not control facilities beyond that point. In addition to the standard subloop products, CLECs can obtain access at any other accessible terminal through the bona fide request ("BFR") process.</p>

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				<p>A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a **CLEC COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. **CLEC shall provide any easement, Right of Way or trenching or supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.</p> <p>5.4 **CLEC may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to **CLEC, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop's length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.</p> <p>5.5 To order access to a Sub-Loop, **CLEC must first request that</p>	

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				<p>Verizon connect the Verizon FDI to which the Sub-Loop is connected to a **CLEC COPIC. To make such a request, **CLEC must submit to Verizon an application (a "Sub-Loop Interconnection Application") that identifies the FDI at which **CLEC wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of **CLEC's demand for access to Sub-Loops at the requested FDI. **CLEC must submit the application fee set forth in the Pricing Attachment (a "Sub-Loop Application Fee") with a Sub-Loop Interconnection Application. **CLEC must submit Sub-Loop Interconnection Applications to:</p> <p>[Former Bell Atlantic services areas]:</p> <p>USLA Project Manager Bell Atlantic Room 509 125 High Street Boston, MA 02110 E-Mail: Collocation.applications@BellAtlantic.com</p> <p>[Former GTE service areas]:</p>	

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				<p>**CLEC's Account Manager</p> <p>5.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to **CLEC a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Work Order") and a statements of the cost of such work (a "Sub-Loop Interconnection Cost Statement").</p> <p>5.7 **CLEC shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of **CLEC's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if **CLEC breaches its payment obligation under this Section 5.7. Upon Verizon's completion of the work that Verizon must perform to provide **CLEC with access to a Sub-Loop, Verizon shall bill **CLEC, and **CLEC shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost</p>	

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				<p>Statement for such access.</p> <p>5.8 After Verizon has completed the installation of the interconnecting cable to a **CLEC COPIC and **CLEC has paid the full cost of such installation, **CLEC can request the cross connection of Verizon Sub-Loops to the **CLEC COPIC. At the same time, **CLEC shall advise Verizon of the services that **CLEC plans to provide over the Sub-Loop, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. **CLEC shall run any crosswires within the COPIC.</p> <p>5.9 If **CLEC requests that Verizon reactivate an unused drop and NID, then **CLEC shall provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the **CLEC dial tone or equivalent from the COPIC. If **CLEC requests that Verizon install a new drop and NID, then **CLEC shall provide dial tone (or its DSL equivalent) on the **CLEC side of the applicable Verizon FDI at least twenty-four (24) hours before the due date. On the due date, a Verizon technician shall run the</p>	

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				<p>appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If **CLEC requests that Verizon provide **CLEC with access to a Sub-Loop that, at the time of **CLEC's request, Verizon is using to provide service to a Customer, then, after **CLEC has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, **CLEC shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit the **CLEC's long-term number portability request.</p> <p>5.10 Verizon will not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.</p> <p>5.11 Verizon shall provide **CLEC with access to a Sub-Loop</p>	

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				<p>in accordance with negotiated intervals</p> <p>5.12 Verizon shall repair and maintain a Sub-Loop at the request of **CLEC and subject to the time and material rates set forth in the Pricing Attachment. **CLEC accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) **CLEC reports to Verizon a Customer trouble, (b) **CLEC requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then **CLEC shall pay Verizon the charge set forth in the Pricing Attachment for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by **CLEC is not available at the appointed time. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon. If as the result of **CLEC instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed</p>	

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				<p>per occurrence to **CLEC by Verizon.</p> <p>5.13 Collocation in Remote Terminals.</p> <p>To the extent required by Applicable Law, Verizon shall allow **CLEC to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in the Collocation Attachment.</p> <p><i>11.7.4 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.</i></p>	
III-12	<p>Should the contract reflect the FCC's decisions in the UNE Remand, Advanced Services and Line Sharing proceedings?</p> <p><i>Dark Fiber. Does Verizon have the</i></p>	<p>Attachment III, Sections 4.1 through 4.8; 5.1 through 7.1.4; 9.1 through 10.1.4.2.</p> <p><i>Section 11.2.15 of AT&T's proposed agreement sets forth the non-</i></p>	<p>WorldCom has learned that ambiguity tends to lead to delay and litigation. To limit ambiguity, WorldCom has proposed specific language to implement the FCC's decisions with regard to these</p>	<p>UNE Attachment</p> <p>7.2.10 In order for Verizon to continue to satisfy its carrier of last resort (COLR) obligations under Applicable Law and/or to preserve</p>	<p>Verizon will provide dark fiber to AT&T through its provisions in the Interconnection Agreement proposed to AT&T, § 11.2.15 et seq., and to WorldCom pursuant to the Verizon Interconnection Agreement proposed</p>

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	<p>obligation to make unused transmission media (i.e., spare conductors) available to AT&T and, if so, how is that obligation fulfilled?</p>	<p>discriminatory contract terms and conditions that are necessary and appropriate to require Verizon to make unused transmission media available to AT&T.</p>	<p>issues. Verizon, simply citing to its own template agreement, fails to demonstrate (or even argue) how WorldCom's language is wrong or unreasonable.</p> <p><i>Verizon is obligated to make unused transmission media, such as dark fiber cable, available to AT&T on nondiscriminatory terms and conditions at technically feasible points, including at the regenerator or optical amplifier equipment and at splice joints, and should be able to have access to and reserve use of available dark fiber consistent with reasonable business practices. Verizon should be required to provide AT&T with dark fiber that conforms to industry standards for transmission quality. Refusal to do so is discriminatory and, thus, violates the Act. III-12.a.</i></p> <p><i>The FCC UNE Remand Order does not limit an ILEC's obligation to only a particular transmission conductor type/technology. Verizon is obligated to provide access to all available types of unused transmission media, including, for example, dark fiber, coaxial cable, or any other type of transport</i></p>	<p>the efficiency of its network, Verizon will limit **CLEC to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:</p> <p>7.2.10.1 Revoke Dark Fiber leased to **CLEC upon a showing of need to the Commission and twelve (12) months' advance written notice to **CLEC; and</p> <p>7.2.10.2 Revoke Dark Fiber leased to **CLEC upon a showing to the Commission that **CLEC underutilized fiber (less than OC-12) within any twelve (12) month period.</p> <p>7.2.10.3 Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services or for future growth. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a **CLEC order for Dark Fiber because that request would strand</p>	<p>to WorldCom, UNEs Attachment § 7. Dark fiber includes "unlit" optical fiber and is not, as suggested by AT&T, "unused transmission media." Verizon does not reserve dark fiber for itself, although fiber used as maintenance spares or assigned to near term customer service requirements are not available to CLECs. Verizon's network otherwise is made available to all carriers on a non-discriminatory basis, that is, on a first-come, first-served basis. There is no basis for Verizon to make upgrades to electronics as the definition of dark fiber does not include attached electronics. In addition, Verizon need not undertake to build additional fiber for CLECs as, by definition, "dark fiber" is unused transport or loop capacity. Verizon permits access to dark fiber at technically feasible locations that are hard termination points, which does not include splice points. Verizon does not require a CLEC to request field surveys to determine the existence, availability and transmission characteristics of dark fiber, although it recommends such a survey to confirm the information contained in its records.</p>

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Id.

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			<p><i>capacity.</i></p> <p><i>III-12.b.</i></p> <p><i>Verizon should not be permitted to reserve dark fiber only for its own use and to refuse to accept reservations from AT&T. Such an approach would be inconsistent with the Act's obligation of non-discriminatory access and inconsistent with the FCC's determinations in the UNE Remand Order. Should the Commission determine that Verizon is permitted to deny AT&T's requests for unused transmission media, the Commission should make it clear that Verizon may not refuse a request if it is technically feasible to upgrade the electronics and, thus, render the unused transmission media available.</i></p> <p><i>III-12.c.</i></p> <p><i>When Verizon installs new transmission media or adds to existing transmission media, Verizon must add sufficient unused transmission media to meet the projected requirements of AT&T. AT&T will provide reasonable and timely forecasts to enable Verizon to install the amount of media needed.</i></p> <p><i>III-12.d.</i></p> <p><i>Verizon should not be permitted to limit access to</i></p>	<p>an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than **CLEC, or impair a Verizon obligation to serve as a carrier of last resort.</p> <p><i>11.2.15.3 Verizon shall provide access to Dark Fiber Loops and Dark Fiber IOF only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities or create splice points to provide AT&T with access to Dark Fiber Loops or Dark Fiber IOF. Verizon shall not reserve Dark Fiber Loops or Dark Fiber IOF for AT&T, and Verizon shall not be obligated to provide access to Dark Fiber Loops or Dark Fiber IOF across LATA boundaries. Verizon may reserve Dark Fiber Loops and Dark Fiber IOF for maintenance purposes, to satisfy Customer orders for fiber related services or for future growth. Verizon reserves, and Verizon's execution and delivery of this Agreement shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a AT&T order for a Dark Fiber Loop or a Dark Fiber IOF because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort.</i></p>	

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			<p><i>unused transmission media, such as dark fiber to hard termination points. Such an approach would be inconsistent with the Act's obligation of non-discriminatory access at all technically feasible points of interconnection and would be inconsistent with the FCC's determinations in the UNE Remand Order.</i></p> <p><i>III-12.e.</i></p> <p><i>AT&T may access the unused transmission media, including dark fiber loops, at all technically feasible locations, including splice joints. The FCC defines the loop network element as "all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics ... owned by the Incumbent LEC between the Incumbent LEC's central office and the loop demarcation point at the customer's premises."³ Splice joints can and do occur between the ILEC's central office and the loop demarcation point at the customer's premise. Moreover, it is technically feasible to gain access to the dark fiber at these splice joints. Because it is</i></p>	<p><i>11.2.15.8 Verizon shall provide AT&T with access to a Dark Fiber Loop or a Dark Fiber IOF in accordance with the following intervals:</i></p> <p><i>Fifteen (15) business days to perform the Dark Fiber Inquiry Request or a negotiated interval if Verizon receives ten (10) such requests for one LATA.</i></p> <p><i>Thirty (30) business days to turn up a Dark Fiber Loop or a Dark Fiber IOF.</i></p>	

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			<p><i>technically feasible to access unused transmission media at splice joints which are located between the central office and the loop demarcation point, Verizon must permit AT&T to access unused transmission media, including dark fiber loops, at splice joints.</i></p> <p>III-12.f. <i>Verizon should not be permitted to limit interconnection with unused transmission media, including dark fiber, to continuous strands or pathways without splicing or repeaters. CLECs should have the flexibility, as Verizon does, to access dark fiber or other transmission media which are spliced and/or which use repeaters or optical amplifier equipment. Fiber may not always be spliced end to end, and Verizon routinely performs splices for its own uses. Despite these two routine facts, Verizon refuses to splice fiber for CLECs who might choose to use the fiber or to allow CLECs to access splice points in order to avail themselves of the use of dark fiber strands that are not continuous. Verizon also attempts to define dark fiber</i></p>		

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			<p><i>to exclude any cable that may have lightwave repeater or optical amplifier equipment interspliced at appropriate distances, even though the FCC has defined the dark fiber to include these electronic components.</i></p> <p><i>III-12.g</i></p> <p><i>Verizon should not be permitted to require burdensome field surveys with no guarantee of facilities availability. Such an approach would be inconsistent with the Act's obligation of non-discriminatory access and inconsistent with the FCC's determinations in the UNE Remand Order. It also unrealistically assumes that Verizon has no records of its fiber plant locations.</i></p> <p><i>III-12.h</i></p> <p><i>Verizon should be required to commit to reasonable intervals for the completion of surveys and turn-up of fiber, even if it receives more than 10 survey requests per LATA within a month. While it is reasonable to expect that Verizon should be afforded some provisioning flexibility in the face of multiple requests for access to dark fiber, it is unreasonable for it to seek to avoid any commitments at all whenever as few as 10 requests within a LATA are</i></p>		

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			<p><i>filed in any one month. Moreover, Verizon may not require a 30-day interval to turn up dark fiber once ordered by a CLEC. Once all necessary predicates for access to a fiber sheath are accomplished, imposing another 30 day period to turn up the requested fiber is unnecessary. Recognizing that there may be a few additional steps to be taken, AT&T would not object to a more reasonable interval (such as 20 days).</i></p>		
IV-14	Should the contract reflect the FCC's decisions in the UNE Remand, Advanced Services and Line Sharing proceedings?	Attachment III, Sections 4.1 through 4.8; 5.1 through 7.1.4; 9.1 through 10.1.4.2.	WorldCom has learned that ambiguity tends to lead to delay and litigation. To limit ambiguity, WorldCom has proposed specific language to implement the FCC's decisions with regard to these issues. Verizon fails to demonstrate (or even argue) how WorldCom's language is wrong or unreasonable.	<p>UNE Attachment</p> <p>1.1 Verizon shall provide to **CLEC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to **CLEC only to the extent required by Applicable Law and may decline to provide UNEs or Combination to **CLEC to the extent that provision of such UNEs or Combination are not required by Applicable Law.</p>	Verizon provides in its Interconnection Agreement proposed to WorldCom, UNEs Attachment § 1.1, that it will provide UNEs in accordance with applicable law.
IV-15	Should the Interconnection Agreement contain a provision setting forth Verizon's obligation to provide	Attachment III, Section 1.1 Section 1. Introduction	WorldCom has learned that ambiguity tends to lead to delay and litigation. To limit ambiguity, WorldCom has	<p>UNE Attachment</p> <p>1.1 Verizon shall provide to</p>	Verizon provides in its Interconnection Agreement proposed to WorldCom, UNEs Attachment §

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	unbundled network elements, including all the features, functions, combinations, and capabilities, the provision of which is Technically Feasible?	1.1 Verizon shall provide unbundled Network Elements in accordance with this Agreement and Applicable Law. The price for each Network Element is set forth in Attachment I of this Agreement. Except as otherwise set forth in this Attachment, MCI may order Network Elements as of the Effective Date. The obligations set forth in this Attachment III shall apply to such Network Elements: (i) available when this Agreement becomes effective; (ii) that subsequently become available; and (iii) in all cases to those features, functions, Combinations, and capabilities, the provision of which is Technically Feasible at such time as they are incorporated in unbundled Network Elements offered by Verizon.	proposed language to implement the FCC's decisions with regard to the provision of unbundled network elements, and any technically feasible capabilities of those elements. Verizon, simply citing to its own template agreement, fails to demonstrate or even argue that WorldCom's language is wrong or unreasonable. Verizon misapplies the technical feasibility language. Technical feasibility applies to the capabilities, etc, of the network elements, not the definition of network elements themselves.	**CLEC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to **CLEC only to the extent required by Applicable Law and may decline to provide UNEs or Combination to **CLEC to the extent that provision of such UNEs or Combination are not required by Applicable Law.	1.1, that it will provide UNEs in accordance with applicable law.
IV-16	Should the Interconnection Agreement include provisions specifying that Verizon shall permit WorldCom to connect its facilities or facilities provided to WorldCom by third-parties with each of Verizon's unbundled Network Elements at those generic points within Verizon's network designated within this Agreement or as a result of the Bona Fide Request ("BFR") process?	Attachment III, Sections 2.2 and 4.8 et seq. 2.2 Verizon shall permit MCI to connect MCI's facilities, or facilities provided to MCI by third-parties, with each of Verizon's unbundled Network Elements at those generic points within Verizon's network, designated within this Agreement or as a result of the Bona Fide Request (BFR) process described in Section [6] of Part A. 4.8 Central Office Connections. As specified by MCI, Verizon shall provide all necessary or appropriate connections within its Central Offices or Wire Centers, including, but not	WorldCom has learned that ambiguity tends to lead to delay and litigation. To limit ambiguity, WorldCom has proposed specific language to detail Verizon's obligation to provide cross-connection and similar facilities for accessing unbundled network elements. With the exception of quibbling with the language regarding "generic points" within Verizon's network (which is meant to encompass points where cross-connections are technically feasible – so on that point WorldCom and Verizon can agree, hopefully), Verizon simply cites to its own contract language and fails to demonstrate or argue how	UNE Attachment 13.1 Any request by **CLEC for access to a Verizon Network Element that is not already available and that Verizon is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 13.4, below. **CLEC shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law. 13.2 Notwithstanding anything to the contrary in this Section 13, a Party shall not be required to provide a	Verizon is unsure of WorldCom's meaning when it references "generic points within Verizon's network" for interconnection in that § 251(c)(3) of the Act is clear that access to UNEs is at a "technically feasible point" and not at a "generic" point in the network. Verizon will, consistent with applicable law, allow WorldCom to interconnect its facilities at a technically feasible point as set forth in its Response to Issue III-8. WorldCom may also request access to a Verizon network element through the bona fide request provisions of UNEs Attachment § 13-3 of Verizon's Interconnection Agreement proposed to WorldCom.

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		<p>limited to:</p> <p>4.8.1 between the access point for a Loop, as specified by MCI, and:</p> <p>4.8.1.1 MCI's equipment within the central office or wire center;</p> <p>4.8.1.2 MCI's collocation space;</p> <p>4.8.1.3 Other Verizon equipment or other Network Elements;</p> <p>4.8.1.4 Third party equipment; or</p> <p>4.8.1.5 Third party collocation space; and</p> <p>4.8.2 between other Verizon - provided equipment or other Network Elements and:</p> <p>4.8.2.1 MCI's equipment with the central office or wire center;</p> <p>4.8.2.2 MCI's physical collocation space;</p> <p>4.5.2.3 Other Verizon equipment or other Network Elements;</p> <p>4.5.2.4 Third party equipment; or</p> <p>4.8.2.5 Third party collocation space.</p>	<p>WorldCom's language is wrong or otherwise unreasonable.</p>	<p>proprietary Network Element to the other Party under this Section 13 except as required by Applicable Law.</p> <p>13.3 Network Element Bona Fide Request (BFR).</p> <p>13.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.</p> <p>13.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.</p> <p>13.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.</p> <p>13.3.4 Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network</p>	

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				<p>Element Bona Fide Request.</p> <p>13.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by Applicable Law.</p> <p>13.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by Applicable Law, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.</p>	

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				<p>13.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.</p> <p>13.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.</p> <p>13.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.</p>	
IV-17	Should the ICA contain a provision establishing a Bona Fide Request (BFR) Process for Further Unbundling? Should that provision: (1) define the requests subject to the BFR process and obligate Verizon to	Part A, Sections 6.1-6.3, 6.4, 6.4.1-6.4.6, 6.5, 6.5.1-6.5.2, 6.6, 6.7, 6.7.1-6.7.3, 6.8-6.10; and Attachment III, Sections 2.6-2.6.2.1	The BFR process is one that is ripe for abuse by incumbent carriers. Specificity is necessary to limit the potential for abuse. WorldCom proposes simply to keep the BFR process that is in existence today in	UNE Attachment 13.1 Any request by **CLEC for access to a Verizon Network Element that is not already available and that Verizon is required by Applicable	See response to Issue IV-16.

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	<p>promptly analyze and consider such requests; (2) specify the form and content of such requests; (3) permit WorldCom to cancel such requests at any time (subject to certain expenses), and obligate Verizon to provide WorldCom with weekly status reports; (4) obligate Verizon to provide a preliminary analysis of the request within 15 days, and define Verizon's permissible substantive responses in its preliminary analysis; (5) provide various ways in which WorldCom may respond to the preliminary analysis within 10 days if that analysis concludes that various forms of further testing are required to determine technical feasibility; (6) obligate Verizon to shorten its response time by utilizing information from previously developed BFRs; (7) specify WorldCom's options in responding to a preliminary analysis within 10 days if that analysis confirms that Verizon will offer the BFR and identifies the date on which Verizon will make a BFR Price Proposal; (8) state that the pricing of a BFR Item will be governed by Applicable Law, absent agreement; (9) obligate WorldCom to place an order for the BFR Item within 90 days after its receipt of a BFR Price Proposal or to seek arbitration or mediation before the Commission, and authorize Verizon to treat the BFR as cancelled if WorldCom fails to do so; and (10) permit a Party to seek mediation or arbitration by the Commission if it believes the other</p>		<p>the current WorldCom/Verizon interconnection agreement. Verizon wants to change the existing BFR process. Verizon has failed to demonstrate that the existing process is wrong or unreasonable, and simply asks that its proposed (and more ambiguous) process be implemented.</p>	<p>Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 13.4, below. **CLEC shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.</p> <p>13.2 Notwithstanding anything to the contrary in this Section 13, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 13 except as required by Applicable Law.</p> <p>13.3 Network Element Bona Fide Request (BFR).</p> <p>13.3.1 Each Party shall promptly consider and analyze access to a new unbundled Network Element in response to the submission of a Network Element Bona Fide Request by the other Party hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.</p> <p>13.3.2 A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.</p>	

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	Party is not acting in good faith?			<p>13.3.3 The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.</p> <p>13.3.4 Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.</p> <p>13.3.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided by Applicable Law.</p> <p>13.3.6 If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and access to the Network Element is required to be provided by Applicable Law, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from</p>	

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				<p>the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals. Unless the Parties otherwise agree, the Network Element requested must be priced in accordance with Section 252(d)(1) of the Act.</p> <p>13.3.7 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates, and the installation intervals.</p> <p>13.3.8 Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.</p> <p>13.3.9 If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good</p>	

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				faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.	
IV-18	Should the Interconnection Agreement specify the functionality provided by multiplexing/concentrating equipment and the associated technical and interface requirements?	<p>Attachment III, Sections 4.6 et seq.</p> <p>4.6 Loop Concentrator/Multiplexer</p> <p>4.6.1 Definition. The Loop Concentrator/Multiplexer is the Network Element that does one or more of the following:</p> <p>(a) aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);</p> <p>(b) disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);</p> <p>(c) aggregates a specified number of signals or channels to fewer channels (concentrating);</p> <p>(d) performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or</p> <p>(e) in some instances performs electrical to optical (E/O) conversion.</p> <p>4.6.2 The Loop Concentrator/Multiplexer function may be provided through an Integrated Digital Loop Carrier (IDLC) system, channel bank,</p>	<p>WorldCom has learned that ambiguity in interconnection agreements can lead to litigation and delay. As a result, WorldCom has attempted to provide technical definitions of multiplexing and concentration. The agreement should specify the functionality provided by multiplexing/ concentrating equipment because this functionality must be provided as part of both the loop and transport UNEs. Verizon does not appear to take issue with multiplexing. Verizon does claim that WorldCom's definition of concentration is "unclear," but then goes on to state definitively that the only concentration equipment in Verizon's network is switching. Such a statement is untrue. Concentration is a well understood term of art. Verizon is deploying DLC technology in its loop plant that permits concentration of loops (thereby reducing feeder costs and switching costs).</p>	<p>UNE Attachment</p> <p>1.1 Verizon shall provide to **CLEC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to **CLEC only to the extent required by Applicable Law and may decline to provide UNEs or Combination to **CLEC to the extent that provision of such UNEs or Combination are not required by Applicable Law.</p>	<p>See Verizon's Response to Issue III-10.</p>

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		<p data-bbox="606 350 929 442">multiplexer or other equipment at which traffic is encoded and decoded, multiplexed and demultiplexed, or concentrated.</p> <p data-bbox="606 469 929 584">4.6.3 Technical Requirements - Loop Concentrator/Multiplexer. Verizon shall provide MCI with Loop Concentrator/Multiplexers that satisfy the following requirements:</p> <p data-bbox="606 611 929 773">4.6.3.1 The Loop Concentrator/Multiplexer must be capable of performing its functions on the signals for the following services, including, but not limited to, (as needed by MCI to provide end-to-end service capability):</p> <p data-bbox="606 799 929 849">4.6.3.1.1 two-wire & four-wire analog voice grade Loops;</p> <p data-bbox="606 875 929 991">4.6.3.1.2 two-wire & four-wire Loops that are capable of transmitting the digital signals needed to provide services such as ISDN, DSL, and DS1 & DS3-level signals;</p> <p data-bbox="606 1017 929 1083">4.6.3.1.3 four-wire digital data (2.4Kbps through 64Kbps and n times 64Kbps (where n < 24));</p> <p data-bbox="606 1110 929 1209">4.6.3.2 The Loop Concentrator/Multiplexer must perform the following functions as appropriate:</p> <p data-bbox="606 1235 929 1301">4.6.3.2.1 Analog to digital signal conversion of both incoming and outgoing (upstream and downstream)</p>			

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