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| | | | *equipment continue to be billed at special access rates instead of UNE rates the greater Verizon's unearned windfall. Despite its obligations to provide conversions, Verizon is seeking to impose an ordering process that creates prohibitive costs for service conversions and risks customer dissatisfaction, effectively eliminating the benefits of the conversion potential.*<br><br>*Instituting a process of bulk conversions through AT&T's proposed language is mutually beneficial. Verizon's own Guidelines for Conversion specifically recognizes the value of such a bulk conversion process, and outline a five-step process to allow for such a conversion. See Verizon–North and Verizon-South Guidelines for Converting Special Access to Loop-Transport Combinations, Version 1.1, released April 2001. Further, Verizon has made a commitment to seek to develop methods and procedures that remove any requirement to submit new service orders to finalize such conversions Id. Therefore, it is not unreasonable for Verizon to be obligated to support a project-oriented (i.e., a bulk facility-oriented conversion) as well as an individual combination oriented (i.e., customer –specific) conversion process. The value of being able to convert services to UNE combinations in a reasonably* | | already stated its support for the imposition of liability when existing arrangements are abrogated. *UNE Remand Order* fn. 985. The tariff termination liabilities are designed to make Verizon whole if the services are cancelled prematurely and AT&T's proposal, on its face, asks for discriminatory--nonparity—treatment and should not be adopted. Verizon VA has moved to dismiss this issue. |

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| | | | *standardized manner is beyond dispute.*<br><br>*Verizon objects to AT&T's language that obligates Verizon to support a bulk conversion process (§ 11.13.4) because Verizon's ordering process is "based on industry guidelines", that it will not develop "a separate ordering process for AT&T", and "that Verizon does not accept multiple requests in a single notice." Verizon Response to AT&T, Issue 179, at 91. However, it is clear that the only extent to which the process is an "industry standard" is that Verizon unilaterally made it applicable to all carriers operating in Virginia. See Verizon Response to AT&T DR 3-6(B) & (C), Attachment 1. It is apparent that no industry input was sought. With respect to whether or not its process is based on industry guidelines, Verizon states in its response to AT&T DR 3-6 that it does not assert that its procedures are based either upon ordering formats, or implementation procedures beyond those developed by Verizon for its own use. Verizon's statement regarding refusal to accept multiple requests on the same order is also difficult to square with Verizon's response to AT&T DR 3-6 where Verizon states that "Verizon developed a process whereby CLECs can submit multiple circuit for conversion on one data template* | | |

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| | | | *spreadsheet."*<br><br>*AT&T is willing to work within the constructs of the existing conversion process dictated by Verizon, in its Verizon-North and Verizon-South Guidelines for Converting Special Access Services to Loop-Transport Combinations, and the similar process employed in New York. However, some modifications are required. First, AT&T objects to Verizon's unilateral imposition of its own interconnection agreement language as a pre-requisite for implementing a conversion required by the law. Verizon seeks to have AT&T abdicate its right to negotiation, and ultimately arbitration, and instead accept its own, one-sided interconnection agreement language.*<br><br>*Second, the billing change associated with the conversion should become effective on the date that all required information is submitted by AT&T. In the vast majority of cases, no physical work should be required. In the rare case where AT&T requests a conversion requiring physical work, AT&T's proposed language provides for pro-ration of the changes based upon the earlier of when Verizon committed to complete the work, or when the work was actually completed. This provides an incentive to Verizon to meet its deadlines and does not impose any* | | |

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| | | | *additional penalties for missing its commitment. As discussed previously (see Subissue III.7.A), Verizon provides no realistic examples of when a legitimate need to disconnect elements might occur. Tying the date of billing change to any other date or consideration simply opens the conversion process to "games playing" where Verizon has every incentive to delay.*<br><br>*Verizon claims AT&T's language "ignores the reality of the time to process orders." Id. at 92 Issue 180. But it is the effective date of the billing change that is the issue, not the time required to process orders. Disregarding that the Verizon process apparently does not require an order, the actual completion date of the order does not, by necessity, impact the date upon which a billing change occurs. Verizon routinely defers working customer disconnect orders on their due date (as a workload management tool) but nevertheless renders billing based on the scheduled completion date of the order.*<br><br>*The possibility that the order may be changed, cancelled or supplemented carries no weight, particularly given that no order is purportedly required. The only reason a change or supplement might occur is when physical work was requested. When physical work is involved and an* | | |

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| | | | *order supplement is submitted, the committed due date changes.*<br><br>*In response to AT&T DR 3-20, Verizon states it "gives an effective bill date for special access conversions of 30 calendar days of less. Verizon Response to AT&T Data Request 3-20. If the conversion is not technically completed during that time, the pricing is applied retroactively to the effective bill date." This commitment, while inadequate, also demonstrates that there is no necessary linkage between order completions and effective dates of billing changes.* | | |
| III-8 | **Should the Interconnection Agreement contain a provision specifying that for each Network Element and Combinations (including UNE-P and loop/transport combinations), Verizon shall provide connectivity at any technically feasible point, not limited to points at which WorldCom collocates on Verizon's premises?**<br><br>*Access to UNEs. Is Verizon obligated to provide access to UNEs and UNE combinations (such as enhanced extended links and sub-loops) at any technically feasible point on its network, not limited to points at which AT&T collocates on Verizon's premises?* | **Attachment III, Section 2.5**<br><br>**2.5 For each Network Element including, but not limited to, Combinations, Verizon shall provide connectivity at any Technically Feasible point without requiring MCIm to collocate.**<br><br>*This issue is substantially the same as Issue III-11. Please refer to the AT&T contract language there.* | **In its additional direct testimony, Verizon clarifies that it would not require WorldCom to collocate in order to access UNEs and also provides language (that it and AT&T agreed to) about non-discriminatory access to UNEs and UNE combinations.**<br><br>**WorldCom is pleased that Verizon has clarified that, contrary to a possible interpretation of the language in § 1.7 of its proposed contract, it would not require WorldCom to collocate in order to access UNEs. But the language on Unbundled Access in Section 11.0 of its proposed agreement with AT&T explicitly constrains its obligation to provide such access to the other terms and provisions of its proposed agreement, several of** | **UNE Attachment**<br><br>1.7 Except as otherwise expressly stated in this Agreement, **CLEC shall access Verizon's UNEs specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to **CLEC's Collocation node by means of a Cross Connection.<br><br>**6. Inside Wire**<br><br>6.1 <u>House and Riser</u>.<br><br>Subject to the conditions set forth in Section 1 of this Attachment and upon request, Verizon shall provide to | Verizon will provide nondiscriminatory access to UNEs at any "technically feasible point" as provided in the Commission's Rule 307. Unbundled loops may be accessed through collocation arrangements at Verizon VA's premises and Verizon VA agrees this includes enhanced extended loops ("EELs") that do not have to be collocated in every central office. They do, however, have to be collocated at one location. Verizon VA also offers access to feeder subloops at remote terminals and access to distribution subloops through connection between Verizon VA's feeder distribution interface ("FDI") and a CLEC-owned interconnection cabinet within close proximity of Verizon VA's FDI. Access to multiple dwelling units |

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| | | | **which, notably the various subsections within Section 1, would severely restrict access. (GBL Rebuttal, 9/17, at 6).**<br><br>**For example, according to the language in Section 11.0, Verizon would make such access available only "to the extent provision of such Network Elements and Combinations is required by applicable law." But as we have explained in earlier testimony, Verizon would reserve the right, under §§ 1.1 and 1.5 of its proposed interconnection agreement, to discontinue offering, and to disconnect network elements that Verizon <u>unilaterally</u> determines it is no longer required to provide WorldCom under applicable law. Given how uncertain access to UNEs would be if Verizon were granted such discretion, it is not surprising that (in Verizon's words) AT&T, like WorldCom, "desire[s] more specificity in the interconnection agreement as to how each type of access to a UNE should be provided" than is provided by Section 11.0. Verizon's Additional Direct Testimony on Mediation Issues at 11. (GBL Rebuttal, 9/17, at 6).**<br><br>*This issue is substantially the same as Issue III-11. Please refer to the AT&T rationale there.* | **CLEC access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 6 and the rates set forth in the Pricing Attachment. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon will provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for **CLEC. **CLEC may access a House and Riser Cable only at the MPOE for such cable. Verizon shall provide **CLEC with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.<br><br>**CLEC must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:<br><br>6.1.1 **CLEC shall locate its compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an | ("MDUs") or multi-tenant environments ("MTEs") through cross connections between its network interface device ("NID") and the CLEC's NID or, if an entrance module is available in the Verizon VA NID, by connecting the CLEC loop to the Verizon VA NID. Dark fiber loops and subloops are accessible at "hard termination points," which are the equivalent of "accessible terminals" under the *UNE Remand Order* (¶ 205 and n. 395). These accessible terminals are defined by the Commission to be a "point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within." Access at any other technically feasible point may be requested through the BFR process. |

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| | | | | MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.<br><br>6.1.2 If suitable space is available, **CLEC shall install its terminal block no closer than within fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.<br><br>6.1.3 **CLEC's terminal block or equipment cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that **CLEC's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.<br><br>6.1.4 **CLEC shall identify its terminal block and equipment as a **CLEC facility.<br><br>6.2 To provide **CLEC with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for **CLEC, (c) secure space for **CLEC in any building, (d) secure access to any portion of a building for **CLEC or (e) reserve space in any building for **CLEC. | |

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| | | | | 6.3 **CLEC must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to **CLEC service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to **CLEC's termination block, and Verizon shall determine how to perform such installation. **CLEC shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to **CLEC in accordance with **CLEC's order for such services.<br><br>6.4 If a **CLEC compatible connecting block or spare termination on **CLEC's connecting block is not available at the time of installation, Verizon shall bill **CLEC, and **CLEC shall pay to Verizon, the Not Ready Charge set forth in the Pricing Attachment and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in the Pricing Attachment.<br><br>6.5 Verizon shall perform all installation work on Verizon equipment. All **CLEC equipment connected to a House and Riser Cable | |

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| | | | | shall comply with applicable industry standards.<br><br>6.6 Verizon shall repair and maintain a House and Riser Cable at the request of **CLEC and subject to the time and material rates set forth in the Pricing Attachment. **CLEC shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. 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 a Verizon House and Riser Cable 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 | |

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| | | | | site outside of Verizon company premises ("dispatch out"), a charge set forth in the Pricing Attachment will be assessed per occurrence to **CLEC by Verizon. | |
| III-9 | Local Switching In what circumstances can Verizon assert the "end user with four or more lines" exception to deny providing AT&T/Wcom the local switching unbundled network element?<br><br>*Under the FCC's Rules as currently in effect, must Verizon provide to AT&T unbundled local switching UNEs in all instances except where AT&T individually provides four or more access lines to an individual customer at a specific single customer premises (served from density zone 1 offices, as of 1/1/99, in the top 50 MSAs as identified in the FCC's UNE Remand Order)?* | **Attachment III, Section 7.1.**<br><br>**7.1 Verizon shall provide MCIm unbundled, Non-Discriminatory access to Local Switching (including traditional and ISDN switching functionalities, and in particular including the ability to route to MCIm's transport facilities, dedicated facilities, and systems) at TELRIC-based rates; provided, however, that Verizon may charge the market-based rates set forth in Attachment I for Local Switching for MCIm's provision of local service to customers who have four or more voice grade (DS0) or equivalent lines at one location in the density zone 1 of the Washington, D.C. and Norfolk-Virginia Beach-Newport News Metropolitan Statistical Areas (as defined as of January 1, 1999 under Section 69.123 of the FCC's rules), if Verizon also provides to MCIm throughout the relevant density zone 1 Non-Discriminatory access at TELRIC prices to Loop/Transport Combinations (including multiplexing/concentration equipment).** | **The issue here is whether the existing restriction on unbundled local switching applies on a per location basis (WorldCom position) or on a per customer basis (Verizon position).**<br><br>**WorldCom believes that the only reasonable interpretation of the line count portion of the Commission's rules is to apply them at a single location. Verizon must provide unbundled switching whenever the customer seeks fewer than four lines at a particular location. By contrast, Verizon seeks to improperly interpret the line count portion of these rules to apply to the aggregate demand of a customer for lines.**<br><br>**Customers can have multiple locations. Under Verizon's restriction, CLECs would not be permitted to lease unbundled local switching to serve multi-location customers, even though those customers may have only single lines at each of four locations.**<br><br>**The impairment analysis performed by the FCC relates to the ability of a CLEC to use its own switching to** | **9.1 <u>Local Switching</u>.**<br><br>**9.1.1 The unbundled Local Switching Element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports). Plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).**<br><br>**9.1.2 Verizon shall offer, as an** | The Commission's *UNE Remand Order* ¶ 278 created an exception to Verizon's switching unbundling obligations. The Commission found that "requesting carriers are not impaired without access to unbundled local circuit switching when they serve with four or more lines in Density Zone 1 in the top number 50 metropolitan statistical areas (MSAs) … where incumbent LECs have provided nondiscriminatory, cost-based access to the enhanced extended loop ("EEL") throughout Density Zone 1." The Commission's exception is clear and it applies to "customers" and not locations; Verizon applies the exception as set forth by the Commission.<br><br>UNE Panel--Rebuttal Testimony on Non-Mediation Issues beginning at 32. |

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| | | *Section 11.4.1 sets forth the contract terms and conditions necessary to support AT&T's position on this issue.* | **offer service at a particular location. The logic behind the limitation is that a certain volume of traffic to and from a particular location makes it economical to self-provision facilities. Verizon fails to provide any rationale at all for its strained contrary interpretation. It is absurd to interpret the FCC's rules to deny CLEC access to switching, for example, to serve a small bakery company which has four locations in a city, each with one telephone line. The FCC's conclusion and rules apply on a location-specific basis. (GBL Direct, 7/31, at 19).**<br><br>**WorldCom's interpretation of the line count portion of these rules is consistent with a recent finding of the Pennsylvania Public Utilities Commission ("PA PUC"), which adopted a "per location" definition in restricting UNE-P and EEL offerings. The PA PUC required Verizon to make UNE-P and EEL offerings available to any CLEC residential customer as well as business customers with total billed revenue ("TBR") from local and intraLATA toll services at or below $80,000 annually. In response to Verizon's proposal that the TBR threshold limit imposed by the PA PUC be applied to "customers" defined as an account, regardless of the number of locations served by that account (as Verizon proposes** | **optional chargeable feature, usage tapes.**<br><br>**9.1.3 **CLEC may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. **CLEC may submit a Bona Fide Request in accordance with Section 13.3 for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of **CLEC to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.**<br><br>*11.4.1 Local Switching*<br><br>*11.4.1.1 The unbundled local Switching Element includes line side and trunk side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports) plus all the features, functions, and capabilities of the switch. Without limiting the foregoing, it consists of the following:* | |

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| | | | **to do here), the PA PUC stated:**<br><br>**'Verizon is, apparently, attempting once again to restrict the availability of UNE-P. Verizon's reliance on its interpretation of the $80,000 TBR as requiring a per customer definition is misplaced. As the ALJ noted, the goal of this provision was to encourage competition. Indeed, adoption of Verizon's proposal to combine all of the branches, locations and subsidiaries of a business entity for purposes of identifying eligibility under the $80,000 threshold would stifle competition. Absent a locational distinction, as the ALJ noted, we exclude the kinds of customers, i.e., the small business customer, we intended to benefit by setting the $80,000 threshold. We have frowned on the previous attempts of Verizon to treat the CLEC's small business customers differently than Verizon treat its small business customer. (footnote omitted) Thus, we agree with the ALJ and the CLECs that business customers should be restricted to a locational definition.'**<br><br>**The other aspect of this issue concerns Verizon's obligation to provide EELs in order to be eligible to restrict access to unbundled switching, per the Commission's rules.** | *(a) line-side Port which includes connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance;*<br><br>*(b) line and line group features which includes all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers;*<br><br>*(c) usage which includes the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks; and*<br><br>*(d) trunk features which include the connection between the trunk termination and a trunk card.*<br><br>*11.4.1.2 Verizon shall offer, as an optional chargeable feature, daily usage tapes, in accordance with the charges set forth in Exhibit A.*<br><br>*11.4.1.3 AT&T may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with* | |

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| | | | **One of the pre-requisites for WorldCom and other CLECs not to be impaired in their ability to offer local service is unrestricted access to Verizon's loop/transport combinations (EELs). At the same time, in certain circumstances unrelated to the switching exception, the FCC has not required Verizon to provide requesting carriers unrestricted access to EELs. Because these two apparently different obligations could create confusion, there is a good reason to explicitly address in the contract Verizon's obligations to provide EELs as they relate to the switching exception. (GBL Direct, 7/31, at 20-21).**<br><br>**The only reasonable interpretation of the EELs portion of the rules relating to unbundled local switching is that the ILEC must provide unrestricted access to loop-transport combinations in order to qualify for the switching exception. It is only with unrestricted access to these EELs that CLECs will not be impaired in their ability to offer telecommunications services to customers with four or more lines when using their own switches. In this proceeding, in its response to issues restated as result of its motion to dismiss, Verizon states that it agrees with WorldCom's understanding of the EELs restriction, Nevertheless, some** | *processing the order, as such charges are set forth in Exhibit A. AT&T may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. In calculating the applicable prices developed pursuant to the Network Element Bona Fide Request process set forth in Exhibit B, Verizon shall not include in such prices any amount for Right To Use (RTU) fees in those instances where such RTU fees have already been included as a cost element in the rate approved by the Commission for such unbundled Local Switching element. In the case of any dispute with respect to the Network Element Bona Fide Request process under this Section 11.4.1.3, the Parties shall resolve such dispute pursuant to the terms set forth in Section 28.11 hereof.*<br><br>*11.4.1.4 Prior to submitting any order for unbundled Local Switching (as an unbundled network element or in combination with other unbundled network elements), AT&T shall complete the Network Design Request ("NDR") process. Pursuant to the NDR process, Verizon shall provide standardized routing (standardized blocking and office dialing plans) of AT&T Customer traffic in conjunction with the provision of unbundled Local* | |

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| | | | **ILECs have improperly interpreted the EELs portion of these rules to be limited to existing loop-transport combinations that also meet the safe harbor usage restrictions in the Supplemental Order Clarification, so the FCC should make clear that this limitation is irrelevant to the EELs provided pursuant to the switching exception, as both parties here agree. (Id. At 21).**<br><br>**The FCC's impairment analysis for switching identified the pre-conditions necessary for CLECs not to be impaired in their ability to offer telecommunications services without access to unbundled switching. One requirement was "cost-based access to the enhanced extended link (EEL) throughout Density Zone 1." The access to EELs identified in this impairment analysis is completely unrelated to any possible restrictions (such as the requirement that the loop-transport combination be used primarily to offer local service or the three safe harbors) in the generic requirement for ILECs to offer EELs. Even where the FCC has made a determination that ILECs need not provide EELs in certain situations, that does not remove the requirement that ILECs provide unrestricted access to EELs in the relevant geographic (MSA and Zone 1) area in order to qualify for the exception to the unbundled** | *Switching. In addition to standardized routing, AT&T may select, as part of the NDR process, to route OS/DA traffic to an alternate OS/DA platform at the rates stated in Exhibit A. If AT&T desires other customized routing options, AT&T may submit a Bona Fide Request as provided in Exhibit B. AT&T may also request unbranding/re-branding of OS/DA calls. The rates for unbranding/re-branding stated in Exhibit A shall apply.*<br><br>*11.4.1.5* <ins>*Exception to Verizon's Obligation to Provide Unbundled Local Switching*</ins><br><br>*11.4.1.5.1 Notwithstanding any other provision in section 11.4.1 above, Verizon shall not be required to provide unbundled Local Switching to AT&T when AT&T serves end-users with four (4) or more voice grade (DS0) equivalents or lines ("Exempt End User(s)"), provided that Verizon complies with the requirements of 47 C.F.R. §51.319(c)(2),as may be amended from time to time.*<br><br>*11.4.1.5.2 In the event Verizon elects, in conjunction with its efforts to seek in-region long distance relief in Virginia, to provide unbundled Local Switching to AT&T when AT&T serves Exempt End Users in any of those areas it is not required to do so pursuant to 47 C.F.R. §319(c)(2),* | |

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| | | | **switching requirement. (Id. At 21).**<br><br>**Also, the access to EELs identified in the switching rules must exist for new loop-transport combinations as well as existing combinations.**<br><br>*AT&T is not asking the Commission to overturn the 4-line exception in this proceeding, but provides evidence that the agreement should define in seven specific ways how the exception is to be operationally applied under the Commission's current rules. This evidence is provided in the Direct Testimony of C. Michael Pfau, at 38-51. Verizon, in contrast, has neither challenged AT&T's evidence nor supported its position on the implementation of the 4-line exception. It filed no direct testimony, and gave only perfunctory attention to this issue in rebuttal (VZ Rebuttal On Non-Mediation Issues – Unbundled Network Elements, Detch, et al. (August 17, 2001) at 33-34).*<br><br>*First of the seven operational clarifications that are necessary is the issue of whether the exception applies per customer or per customer location. In Verizon's view, if a business enterprise had, for example, 50 two-line locations scattered throughout Virginia (such as a chain of convenience stores), then AT&T could not use unbundled local switching ("ULS") to serve any of* | *Verizon agrees to provide unbundled Local Switching at rates mutually agreed-to by the Parties, which agreed-to rates shall supercede those rates associated with unbundled Local Switching set forth in Exhibit A. If the Parties are unable to agree on such rates within thirty (30) calendar days after the beginning of negotiations for same, either Party may seek appropriate relief from the Commission.*<br><br>*11.4.1.5.3 AT&T shall not knowingly order unbundled Local Switching for an Exempt End User. In the event that AT&T submits an order for Verizon to provision unbundled Local Switching (either alone or in combination with other unbundled Network Elements) to such Exempt End User and either Party discovers that Verizon has so provided service, Verizon may charge AT&T a rate to be negotiated for use of the unbundled Local Switching functionality for the affected Exempt End User, or in the alternative to charge AT&T the applicable Resold Services rates in lieu of the rates for use of all Network Elements and associated services used to provide the affected service to the AT&T Customer. AT&T shall promptly notify Verizon of any orders submitted by AT&T to provision unbundled Local Switching to an Exempt End User.* | |

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| | | | *them, even though each of them is under the 4-line limit in the Commission's rules. However, customer location(s), not its identity, was the primary consideration in the Commission's crafting of the current 4-line exception. The Commission sought "to adopt a rule that serves as a reasonable proxy for when competitors are indeed impaired in their ability to provide services they seek to offer." UNE Remand Order* at ¶ 276. *The restrictions it described first narrowed the geography to the localities where competitive switches were most likely to exist. Only then did the Commission's "impairment" analysis consider market segments: "[W]e now consider whether, within these geographic areas, market facts demonstrate that requesting carriers are not impaired without access to local circuit switching for discrete market segments or customer classes." Id.* at ¶ 290. *But at no point of its impairment analysis did the Commission consider aggregations of a customer's locations in order to reach the 4-line limit.*<br><br>*The Commission's decision that an ILEC may not take advantage of the 4-line exception in a top 50 MSA unless it offers CLECs Enhanced Extended Loops ("EELs") supports AT&T's view of the Commission's current rule. The Commission noted that "[t]he EEL allows requesting carriers to serve a customer by* | ***11.4.1.5.4*** *Nothing in this Section 11.4.1.8 shall be construed to limit in any manner Verizon's obligation to provide unbundled Shared Transport.*<br><br>***11.4.1.5.5*** *Nothing herein shall preclude AT&T from using its own or third party facilities or Verizon Resold Services to provide services, in any quantity, to a Customer.*<br><br>***11.4.1.5.6*** *Nothing herein shall be deemed to relieve Verizon of its obligation to provide unbundled Local Switching unbundled from transport, local loop transmission, or other services pursuant to Section 271(c)(2)(B)(vi) of the Act.* | |

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| | | | *extending a customer's loop from the end office serving the customer to a different end office in which the competitor is already collocated." Id.* at ¶ 288. *In discussing the EELs interplay with its ULS restriction, the Commission explicitly states that "[i]f the EEL is available and a requesting carrier seeks to serve a high volume business, the incumbent LEC can provision the high capacity loop and connect directly to a requesting carrier's collocation cage." Id.* at ¶ 298. *AT&T has shown that today's technology requires at least 19 to 20 2-wire loops to a single customer location to justify the use of a high capacity loop at a single location (as opposed to single loops scattered across multiple locations). Direct Testimony of C. Michael Pfau at 47. On the other hand, a CLEC cannot efficiently use an EEL to serve a large number of small locations or a small subset of lines at a single large customer location, or even a single modest sized customer at a large MTE. Thus, an important consideration of the ULS limitation must be the number of lines a CLEC serves for a single customer at a single location, for otherwise the ULS limitation will not reasonably relate the impairment considered by the Commission (i.e., the physical ability to serve the customer) and the revenue potential of serving the customer.* | | |

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| | | | *Verizon's interpretation of the ULS limitation has serious adverse implications for the development of competition in Virginia. In the example cited above, Verizon would claim that this is an 80-line customer that no CLEC could serve using ULS, even if the 50 locations were in 50 different towns and cities. This would curtail competitive options for that customer, because it would uneconomic for a CLEC to connect any of those 50 locations to the CLEC's own switch. Likewise, if a consumer had 2 lines at his/her home in Richmond and two in service at his/her beach home in Virginia Beach, under the Verizon interpretation of the rule the customer would not qualify to be served by a CLEC employing UNE-P.*<br><br>*Second, it is clear that Verizon fails to comply with the Commission's rules in the provision of EELs. Verizon states that "[f]or EELs, service that is considered combined is loop transport combination already combined at a particular location. (EELs that are already combined are offered subject to the FCC's use restrictions.)" Verizon Reply to AT&T Data Request 3-4. The Commission, however, has directed that EELs be provided in any instance where Verizon chooses to exercise its prerogative to take advantage of the ULS limitation. There is nothing in the Commission's rule that allows* | | |

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| | | | *Verizon to restrict the availability of the EEL combination only to those instances where the UNEs are "currently combine[d]." Indeed, such an interpretation of the Commission's rules would not only be contrary to the Commission's rule, but also to the fundamental intent of that rule. The Commission should make this clear.*<br><br>*Third, it appears Verizon would count locations statewide, irrespective of whether some of them were outside the Zone 1/Top 50 MSA limit. Verizon admits as much in its response to AT&T DR 3-23, when it says that its billing system "does not seek to identify each physical service location belonging to a single retail customer." This further illustrates the importance of applying the rule "per location" rather than "per customer." If the focus is by location, it becomes a simple matter to determine whether or not the location is served from a density zone 1 office in a top 50 MSA.*<br><br>*Fourth, the Commission should also clarify that the 4-line limitation is applicable to the quantity of 2-wire loops as opposed to the number of DS0s (as Verizon contends), because otherwise the ULS exception could be used to deny the ability of CLECs to engage in line splitting where the low frequency spectrum is one DS0 while the high frequency spectrum supports* | | |

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| | | | *data transfer rates well in excess of 192 kbps (or 3 DS0s). Furthermore, even if the CLEC were employing the 2-wire loop to support derived voice services, Verizon's DS0 formulation could be interpreted to preclude the derived voice channel from being connected to Verizon's circuit switch. The Commission should make it unambiguous that the ULS limitation pertains solely to 2-wire physical loops that can be used and are practical to connect to the ILEC circuit switch.*<br><br>*Fifth, Verizon should not be permitted to raise the prices of critical UNEs without reasonable advance notice. Likewise, non-TELRIC pricing must not be applied to the existing base of customers (or those UNEs ordered before the effective date of the exemption) until the prices would otherwise be subject to change (in other words, when the interconnection agreement is re-negotiated). Such advance notice provisions and a prohibition on changes to pricing for the infrastructure of existing customers must be made explicit. The Commission recognized that CLECs require a stable business operating environment in order to attract investment capital. UNE Remand Order at ¶¶ 9, 105, 114, and 150. Yet Verizon, under its proposed language, would be able to change the entire economics of prospective* | | |

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| | | | *market entry as well as change the cost structure for the embedded base of customers already served by the CLEC with no notice whatsoever.*<br><br>*Sixth, Verizon's obligation to make EELs available on an unrestricted basis throughout the density zone 1 offices in the top 50 MSAs should also be made explicit, as should the list of the precise offices where Verizon intends to impose the ULS exemption on CLECs. Because Verizon need not exercise its option to exempt ULS from TELRIC pricing in all density zone 1 offices in the top 50 MSA under the Commission's existing Rules, it should be obligated to establish precisely where the exemption will be applied.*<br><br>*Seventh, AT&T and other CLECs should not be forced to re-litigate, renegotiate or arbitrate the ULS exception if and when the Commission rightfully decides that the ULS exception should be lifted or modified. Absent specific provisions, Verizon will have no incentive to implement the change expeditiously, meaning that AT&T might be forced to wait many months. That is why AT&T proposes language providing that the exception becomes null and void immediately upon the effectiveness of a Commission rule or order mandating a change or elimination of the ULS exception.* | | |

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| | | | *Finally, Verizon's position that it will not immediately implement the ULS exception in Virginia has no bearing on this issue. As Verizon notes, "if Verizon VA later decides to offer EELs throughout density zone 1, it will then implement the local switching exception." (Verizon VA's Direct Testimony On Non-Mediation Issues – Unbundled Network Elements", Testimony of Detch et al., at 5). Thus, the agreement language proposed by AT&T that clarifies the operation of the ULS exception is necessary even if Verizon does not plan to immediately implement the ULS exception.* | | |
| III-10 | **Whether the agreement should permit WorldCom to engage in line splitting and line sharing as mandated by FCC Order.**<br><br>*How and under what conditions must Verizon implement Line Splitting and Line Sharing?* | **Attachment III, Sections 4.9 et seq.**<br><br>**4.9 Line Sharing and Line Splitting. Verizon shall facilitate MCIm's ability to provide voice services, data services, or voice and data services via line sharing and line splitting arrangements using both (i) an all-copper Loop architecture, and (ii) a Fiber-Fed DLC architecture. The Parties acknowledge that unbundling the HBPL is a new area of operations. Consequently, either Party may request that any term or provision in this Section [4.9] be amended, modified or deleted upon 45 days advance written notice. The Parties agree to negotiate such requested changes in good faith. If the Parties cannot mutually agree to any requested change to this** | **The agreement should make clear that WorldCom is permitted to engage in line splitting and line sharing to the extent mandated by FCC Order and as authorized elsewhere in the Verizon region. It should also make clear that the standard interval for provisioning line sharing arrangements is three business days, that the line sharing and line splitting obligation applies to fiber fed loops, and that WorldCom has nondiscriminatory access to remote facilities.**<br><br>**There does not appear to be substantive disagreements between Verizon and WorldCom because (1) Verizon has agreed to a three-day provisioning interval for line sharing; (2) loop qualification language in WorldCom's amended** | | Verizon's proposed contract language to WorldCom implements line sharing and line splitting in a nondiscriminatory and commercially reasonable manner consistent with its requirements under the *UNE Remand, Line Sharing* and *Line Sharing Reconsideration Orders*. The Commission has already approved of Verizon's line sharing and line splitting proposals, and thus they should be adopted in the WorldCom interconnection agreement.<br><br>With respect to line sharing, Verizon proposes two arrangements for line sharing over copper loops. Option 1 provides WorldCom with the ability to install, own and maintain the splitter in its own collocation space within the customer's serving end office. In Option 2, a CLEC-owned |

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| | | **Section [4.9] within 45 days after written notice is provided, either Party may invoke the Dispute Resolution Procedures set forth in Section [13] of Part A.**<br><br>**4.9.1 Definitions:**<br><br>**"Line Sharing" is an arrangement by which Verizon provides to MCIm, at a collocation arrangement identified by MCIm to Verizon, the HBPL of an existing loop ("data channel"), where Verizon is making use of the same loop to provide analog circuit-switched voice grade service.**<br><br>**"Line Splitting" is an arrangement by which MCIm purchases an entire loop from Verizon, and at its collocation arrangement or the Collocation arrangement provided by Verizon to another CLEC, facilitates its own or another CLECs' provision of HBPL to a particular MCIm consumer, where that same loop is used simultaneously by MCIm to provide analog circuit-switched voice grade service to that Customer, either through leased network elements or MCIm's network elements, or some combination of the two.**<br><br>**"High Bandwidth Portion of the Loop" (HBPL) is a Network Element that utilizes the high** | **proposal reflects the requirements of the UNE Remand Order and Verizon's commitments in various 271 filings; (3) Verizon has committed to making OSS available in Virginia for line splitting migrations in October, 2001; and (4) WorldCom's proposed contract language does not seek to pre-judge the results of open FCC proceedings but instead simply states that if and when Verizon upgrades its network to provide DSL-based services out of remote terminals, Verizon commits to provide nondiscriminatory access to such facilities. (GBL Rebuttal, 8/17, at 12 and 13.) These items, all of which reflect commitments Verizon has agreed to in the NY collaborative or in 271 filings should be included in the interconnection agreement.**<br><br>**Verizon indicates that it will roll out linesplitting in Virginia in October but will not include a commitment in the interconnection agreement. The contract should include an implementation date and WorldCom would accept, as a compromise date, a date no later than November 30.**<br><br>**WorldCom has proposed more detailed contract language regarding line sharing and line splitting than has Verizon, particularly with respect to matters** | | splitter is installed by Verizon or a Verizon-approved vendor in a relay rack between the Point of Termination ("POT") Bay and the Main Distribution Frame ("MDF"). Verizon will control and maintain this splitter. These options satisfy Verizon's obligations to provide nondiscriminatory access to the high frequency portion of the loop.<br><br>WorldCom seeks language clarifying that Verizon provides access to the high frequency portion of a loop ("HFPL") where Verizon has deployed fiber. Verizon's contract language provides access to the high frequency portion of a loop where fiber has been deployed: WorldCom currently can access the high frequency portion of a loop served by digital loop carrier ("DLC") equipment by deploying a Telephone Outside Plant Interconnection Cabinet ("TOPIC") at or near the Feeder/Distribution Interface ("FDI") "accessible terminal" that connects Verizon's copper distribution to Verizon's DLC supported feeder, and then by purchasing a subloop feeder element to transport the data signal back to the central office. WorldCom may also use its own facilities or those of a third party to transport the data over a network separate from Verizon's. Finally, WorldCom may place its own Digital Subscriber Line Access Multiplexer ("DSLAM") or other equipment at or near the remote |

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| | | **frequency portion of a twisted copper pair Loop. The FCC's Third Report and Order in CC Docket No.98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that DSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.**<br><br>**4.9.2. Verizon shall perform operational activities necessary to facilitate extracting the high bandwidth signals so that MCIm (or its authorized Advanced Services Supplier) can utilize the HBPL in a Line Sharing or Line Splitting configuration and so that MCIm can provide voice services via combinations of UNEs on the same Loop over which data services is provided in a Line Splitting configuration. Verizon also agrees that the requirement to provide line sharing applies to the entire Loop, even where the incumbent has deployed fiber in the Loop, for example but without limitation, where the Loop is served by a remote terminal. The implementation schedules, terms and conditions governing conversion or migration of UNE-P** | **such as loop qualification information. (GLB Direct, 7/31, at 23-24). Since there does not appear to be a dispute in principle the more detailed language proposed by WorldCom should be included in the interconnection agreement.**<br><br>**Verizon's proposed contract language limits line sharing and line splitting to copper loops contrary to the Commisison's line sharing Reconsideration Order. The agreement should make clear that fiber fed loops can be used to provide line sharing and line splitting, consistent with the Commission's rules, even if there are operational issues which must be resolved. (GLB Direct, 7/31, at 26-27). The interconnection agreement should acknowledge that WorldCom can access fiber loops to provide DSL.**<br><br>**The agreement should include language which permits WorldCom to access remote facilities, including loops, on the same terms and conditions as Verizon if and when Verizon upgrades its network to provide DSL services over fiber fed loops. (GLB Direct, 7/31, at 27).**<br><br>*See AT&T's Rationale at issues III-10-A and III-10-B.* | | terminal to connect the fiber feeder or copper distribution plant. Thus, Verizon's proposed language satisfies its requirements under Commission rules.<br><br>While the Commission has recognized that there may be other ways in which "line sharing" might be implemented where there is fiber in the loop, it has not mandated any particular method. Instead, the Commission initiated further proceedings to address the various methods by which CLECs can access the unbundled HFPL where an ILEC has deployed fiber in the loop (*e.g.*, where the loop is served through a fiber-fed DLC at a remote terminal). WorldCom is an active participant in the Commission's rulemaking on this issue. Verizon filed comments in that proceeding on February 27, 2001, and March 13, 2001, outlining in detail its position on the issue. Because any decision on providing access to the high frequency portion of a loop served by fiber would have an industry-wide impact, principles of administrative efficiency and rulemaking dictate that this issue should be litigated in the pending rulemaking, not in the context of an interconnection agreement arbitration involving four parties.<br><br>Verizon has amended its proposed contract language to adopt a 3 business day standard interval for line sharing. |

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| | | **customers to a Line Splitting configuration will be accomplished consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00–C-0127, allowing for local jurisdictional and OSS differences. Verizon in particular will provide automated transitions from Line Sharing to Line Splitting by October 2001, and agrees to incorporate ordering procedures set out in the New York line splitting tariff into this agreement as soon as they are completed.**<br><br>**4.9.3 General Requirements of Line Sharing and Line Splitting**<br><br>**4.9.3.1 Verizon shall provide MCIm Non-Discriminatory access to the HBPL through Line Sharing arrangements as designated by MCIm. Verizon will accommodate Line Splitting arrangements as designated by MCIm.**<br><br>**4.9.3.2 [INTENTIONALLY LEFT BLANK]**<br><br>**4.9.3.3 Whenever MCIm provides service utilizing a Loop, either as part of UNE-P or otherwise, MCIm may, at its option, control the entire Loop spectrum in order to provide both voice and high bandwidth** | | | With respect to line splitting, it has always been Verizon's position that CLECs may engage in line splitting. Specifically, Verizon has always been willing to provide CLECs with an xDSL compatible loop to facilitate line splitting, terminating in a splitter owned by a voice-CLEC (VLEC) or data-LEC (DLEC) at an established collocation arrangement in a Verizon serving wire center that contains an end office switch through which the VLEC may provide the analog circuit-switched voice grade service to the end-user. Verizon has never precluded WorldCom from migrating a UNE-P combination to an xDSL compatible loop terminated on a splitter provided by WorldCom or another CLEC on behalf of WorldCom and switch port in order to facilitate line splitting. Thus, as the Commission has already recognized, Verizon currently offers competitors nondiscriminatory access to the individual network elements necessary to provide line-split services and that nothing prevents competitors from offering voice and data services over a single unbundled loop.<br><br>Verizon clarified its position in a formal policy statement issued on February 14, 2001 to all CLECs, including WorldCom. As this policy statement makes clear, CLECs may engage in line splitting by using |

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| | | **services, whether by itself or sharing with an authorized Advanced Service supplier.**<br><br>**4.9.3.4 Verizon, in cooperation with MCIm, shall develop and implement procedures to allow MCIm or an authorized Advanced Service supplier to order HBPL data capabilities on the MCIm Loop.**<br><br>**4.9.3.5 Verizon shall bill the authorized Advanced Service supplier at MCIm's direction.**<br><br>**4.9.3.6 Verizon and MCIm shall jointly develop and engage in operational readiness testing and subsequently deploy mutually agreeable operational capabilities at Parity with comparable Verizon and Verizon Affiliate(s) data service.**<br><br>**4.9.3.7 Procedural Requirements. Operational procedures must address, without limitation, pre-ordering, ordering, provisioning, maintenance and billing for HBPL access arrangements. With respect to maintenance procedures, trouble on a line over which Advanced Services are provided shall be reported in the same manner as are troubles on lines over which voice service is provided via a UNE-P configuration. All procedural and OSS requirements relevant to Line** | | | Verizon's existing OSS "to order and combine in a line splitting configuration an unbundled xDSL capable loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects." In other words, a CLEC that is using a UNE-P arrangement can order (1) an unbundled xDSL capable loop that is terminated to a collocated splitter and DSLAM equipment and (2) unbundled switching combined with shared transport. This will allow WorldCom to replace a UNE-P with an arrangement that will allow the CLEC to provide both data and voice over the same line. The same process can be used when ordering new loops for the provisioning of both voice and data. Verizon also has included the February 14th policy in the contract itself.<br><br>Verizon believes any disputed operation issue associated with loop qualification or line splitting should be dismissed from this arbitration.<br><br>In the *Line Sharing Reconsideration Order*, the Commission urged ILECs and CLECs to work together to develop processes and systems to support the complex line splitting arrangements and the associated OSS work for line splitting, including loop |

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| | | **Sharing and line splitting shall be consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00–C-0127, allowing for local jurisdictional and OSS differences.**<br><br>**4.9.3.8 Authorized Advanced Services Cooperative Arrangements. MCIm may identify one or more LECs as an authorized Advanced Service supplier, on a Central Office by Central Office basis, authorized by MCIm to add, change or delete Advanced Services capabilities within the HBPL employed or ordered by MCIm. In such instances, MCIm will provide Verizon with written authorization that identifies the Central Offices in which MCIm will engage Advanced Service suppliers and, for each of the Central Offices, MCIm will further identify the specific providers that are authorized to access the HBPL of an MCIm Loop. MCIm may modify this authorization and such changes will become effective upon 30 days prior notice by MCIm, unless a different time period is otherwise mutually agreed upon. Unless MCIm provides written authorization as required in this Section [4.9], Verizon shall reject orders from any party other than MCIm that** | | | qualification issues. Verizon has been doing just that by working with CLECs-including WorldCom-- in the New York DSL Collaborative monitored by the New York Commission in Case 00-C-0127 ("New York Collaborative") to finalize the details associated with ordering, provisioning and billing when a CLEC wants to provide line splitting. All issues disputed between Verizon and WorldCom relating to line splitting, including loop qualification, are being addressed in that collaborative, and Verizon's contract language incorporates the results of that collaborative by reference.<br><br>By including line sharing and line splitting in the same contract section, WorldCom ignores the operational differences between the two products. Moreover, Verizon's line sharing language provides more detail than WorldCom's. Only recently has WorldCom articulated any specific criticisms of Verizon's proposed language. Verizon is in the process of reviewing this language in an effort to address WorldCom's concerns.<br><br>Verizon Advanced Services Direct testimony beginning at page 4; Verizon Advanced Services Panel Rebuttal Testimony pages 3 – 53. |

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| | | **seeks to utilize, modify or in any manner affect the operation of the Loop employed or ordered by MCIm. MCIm may identify one or more authorized Advanced Service suppliers by including on the order form an identification code for each Advanced Service supplier. Where MCIm does this, Verizon shall assume that an arrangement is in place between MCIm and the Advanced Service supplier and process MCIm's or its supplier's order accordingly.**<br><br>**4.9.3.9 Advanced Services Equipment Deployment. MCIm may directly deploy, or deploy through a third party, any Advanced Services equipment that operates within the PSD mask parameters set forth in T1.413 or conforms to other generally recognized and applicable industry standards. The PSD mask, not the DSL technology, will determine the number of disturbers present within a binder group.**<br><br>**4.9.3.9.1 Verizon shall not withhold any operational support so as to limit MCIm's ability or that of its Advanced Services Supplier to connect MCIm's Advanced Services equipment to a Loop. Verizon may deny support only after Verizon has made a showing to, and obtained a finding by, the Commission that the deployment of** | | | |

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| | | **Advanced Services equipment that MCIm seeks will significantly degrade the performance of another Advanced Service or other voice-based services. To the extent an authorized Advanced Service supplier seeks to deploy Advanced Services equipment on a Loop used or ordered by MCIm, Verizon may refuse to provide support only to the extent Verizon is permitted under the least restrictive of MCIm's or the authorized Advanced Service supplier's interconnection agreement.**<br><br>**4.9.3.10 Splitters. MCIm may deploy its own splitter either directly or by utilizing an MCIm authorized Advanced Service supplier. Any splitter, regardless of the means of deployment, must comply with industry standards, including, but not limited to, ANSI T1.413-1998 Annex E and NEBS safety standards. MCIm, or an MCIm-designated Advanced Service supplier, will furnish the Connecting Facility Assignment (CFA) to Verizon so that Verizon may connect the HBPL to the designated point of interconnection. Verizon shall provide tie cables/cross connects between the splitter and Verizon voice switch in a UNE-P configuration.**<br><br>**4.9.3.11 Additional Ordering Requirements. Verizon shall** | | | |

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| | | **implement ordering procedures that support MCIm access to the HBPL. MCIm, at its option, may also authorize Verizon to process orders issued by one or more authorized Advanced Service Suppliers, for the purpose of adding, changing or removing capabilities to deliver service in the HBPL in coordination with MCIm. Verizon shall provide the services described below and shall provide complete documentation and technical assistance necessary for MCIm to understand order format, information content, business rules and all system/network interface requirements necessary to accomplish each of the following tasks:**<br><br>**4.9.3.11.1 Where Verizon is providing the voice service in a Line Sharing configuration and a Customer wishes to migrate its voice service, Verizon shall convert the local voice portion of the Loop to MCIm UNE-P while leaving the service in the HBPL intact. The order shall be submitted in the same manner as other UNE-P orders. As part of the conversion order, billing of the HBPL to the Advanced Service Supplier must be terminated if MCIm so requests**<br><br>**4.9.3.11.2 Where Verizon is providing the voice service and a Customer wishes to add Advanced** | | | |

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| | | **Services and migrate its voice service, Verizon shall convert the local voice portion of the Loop to MCIm UNE-P and, as part of the same transaction, connect the HBPL to the MCIm-designated point of interconnection. MCIm, at its option, may issue the necessary order(s) to provide the Advanced Services capability itself or MCIm may provide the Advanced Services capability through a MCIm-authorized Advanced Service Supplier. If the Advanced Services capability is provided through an MCIm authorized Advanced Service Supplier, the authorized Advanced Services Supplier may submit the order listing MCIm in the ACNA field.**<br><br>**4.9.3.11.3 Where MCIm seeks to add Advanced Service capability to a Loop, whether on a stand alone basis or as part of UNE-P, Verizon shall perform any necessary conditioning if requested by MCIm, and perform any operational support and cabling as directed by MCIm. MCIm, at its option, may issue the order(s) to provide the Advanced Services capability or MCIm may issue the orders through an authorized Advanced Service Supplier.**<br><br>**4.9.3.11.4 To change the MCIm-designated point of interconnection for the Advanced Service** | | | |

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

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| | | **capability, MCIm, at its option, may issue the necessary order(s) to change the HBPL point of interconnection, or MCIm may provide the Advanced Service capability through an authorized Advanced Service Supplier.**<br><br>**4.9.3.11.5 MCIm may add voice capability, where none currently exists, to a Loop where only the HBPL is used for service delivery. Verizon shall provide the capability to utilize the telephone number of any voice line currently provided by Verizon to the customer at that same location, provided the customer disconnects the associated Verizon line with that telephone number, and MCIm provides service, via UNE-P from the same Central Office. As part of the conversion order, MCIm shall have the ability to redirect billing of the Loop from the Advanced Service Supplier to MCIm.**<br><br>**4.9.3.11.6 Verizon shall provide MCIm with the opportunity, in advance, to test all newly instituted or revised ordering capabilities in conjunction with MCIm's own internal systems through a separate testing environment that fully reflects the functionality that will be deployed in commercial market operations.**<br><br>**4.9.3.11.7 To the extent necessary,** | | | |

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| | | **MCIm and Verizon will develop a mutually agreeable methodology for conveying Connecting Facility Assignments (CFAs) for the Advanced Services equipment deployed in collocation space for those instances where MCIm, rather than an authorized Advanced Service Supplier, is providing the Advanced Services capability.**<br><br>**4.9.4 Loop Qualification. Verizon agrees to provide MCIm with access to all of the same loop qualification information that it has available to itself. In particular, Verizon must, as specified in FCC 99-238, identify the composition of the loop material, the existence, location and type of any electronic or other equipment on the Loop, including but not limited to, DLC, bridge taps, load coils, or other disturbers, loop length, including the length and location of each type of transmission media, the wire gauge of the Loop, and the electrical parameters of the Loop. This information must be provided on any basis that the incumbent provides such information to itself.**<br><br>**4.9.4.1 Other Pre-Order Information. Verizon agrees to provide the same enhancements to its loop qualification database that it has made to its database in Massachusetts and New York, and** | | | |

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