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October 3, 1997

Mr. Cecil I. Wright  
Executive Secretary  
Missouri Public Service Commission  
301 West High Street, Suite 530  
Jefferson City, MO 65101

FILED  
OCT 03 1997  
MISSOURI  
PUBLIC SERVICE COMMISSION

Re: Case No. TQ-98-115

Dear Mr. Wright:

Enclosed for filing with the Commission in the above-referenced case are the original and ten copies of Southwestern Bell Telephone Company's Response to Petition of AT&T Communications of the Southwest, Inc. for Second Compulsory Arbitration to Establish Terms and Conditions of Interconnection Agreement Between AT&T and Southwestern Bell Telephone Company.

Thank you for bringing this matter to the attention of the Commission.

Sincerely,

A handwritten signature in cursive script that reads "Diana J. Harter".

Diana J. Harter

Enclosures

CC: Parties of Record

BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF MISSOURI

FILED  
OCT 03 1997  
MISSOURI  
PUBLIC SERVICE COMMISSION

In the matter of AT&T Communications )  
of the Southwest, Inc.'s Petition for Second )  
Compulsory Arbitration Pursuant to )  
Section 252(b) of the Telecommunications Act ) Case No. TO-98-115  
of 1996 to Establish an Interconnection )  
Agreement with Southwestern Bell )  
Telephone Company . )

**RESPONSE OF SOUTHWESTERN BELL TELEPHONE COMPANY  
TO PETITION OF AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.  
FOR SECOND COMPULSORY ARBITRATION TO ESTABLISH TERMS AND  
CONDITIONS OF INTERCONNECTION AGREEMENT BETWEEN AT&T AND  
SOUTHWESTERN BELL TELEPHONE COMPANY**

COMES NOW Southwestern Bell Telephone Company (SWBT) and pursuant to the Telecommunications Act of 1996 (FTA) responds to the Petition for Second Compulsory Arbitration filed by AT&T Communications of the Southwest, Inc. (AT&T) as follows:

**I. BACKGROUND**

As stated by AT&T, AT&T commenced negotiations with SWBT in Missouri on numerous issues on March 14, 1996. Though AT&T and SWBT made substantial progress on several issues, a number of issues remained unresolved. AT&T filed a Petition for Compulsory Arbitration with this Commission on July 29, 1996. Following a nearly two week long hearing, the Commission issued its Final Arbitration Order on July 31, 1997.

On September 10, 1997, AT&T has filed a Second Request for Arbitration concerning issues and terms arising from AT&T's April 3, 1997 request to negotiate with SWBT. AT&T has raised over two hundred issues in its matrix for the Second Request for Arbitration. A lot of issues are duplicative of issues already listed in other categories of the matrix. SWBT believes there are eleven areas for arbitration with details under each issue. AT&T has asked the Commission to arbitrate each and every remaining detail of AT&T's proposed Interconnection Contract, even some issues concerning items which AT&T does not plan to order in the near future.

As SWBT stated in its response to AT&T's First Request for Arbitration, the Commission should not use a baseball style arbitration decision making technique. The Commission should review the parties' positions and testimony and then order policy positions for the parties to follow. In the Commission's January, 1997 Order on Reconsideration, the Commission held that baseball arbitration was inappropriate.

SWBT received a copy of the Commission's Order near 5:00 p.m. on October 2, 1997. SWBT did not have a sufficient amount of time to insert the reasoning and holdings of the October 2, 1997 Order into the attached matrix. SWBT requests the right to modify its position on the issues addressed in the October 2, 1997 Order through testimony. Though SWBT did attempt to insert some of the October 2, 1997 holdings into this Response, SWBT requests the right to modify and clarify its positions based upon the October 2, 1997 Order.

## **II. REQUESTED ISSUES FOR ARBITRATION**

AT&T has broken the issues into eleven categories. Category I is IntraLATA Toll/Access issue. One of the major issues under this heading is whether AT&T is entitled to intraLATA dialing parity before SWBT is authorized to provide inregion interLATA services. SWBT's position is that SWBT is not obligated to provide intraLATA dialing parity under Section 271(e)(2)(B) of the Act until SWBT has interLATA relief or three years after implementation. In the Commission's Order in Case No. TO-97-40, the Commission held that: "[I]ntraLATA dialing parity requirements and cost recovery mechanisms have been established in a recent FCC order and will also be addressed in TO-96-135 as well as other current and future state dockets. No action is required in this arbitration." [paragraph 32.] This, like several other issues in AT&T's matrix, is an attempt to rearbitrate issues upon which the Commission has already ruled.

AT&T raises the same issue under Issue 1 and Issue 2 of the Matrix, Category 1. The repetitive insertion of issues was and is a major problem throughout AT&T's Matrix format. Rephrasing the issue in an attempt to receive a different order from the Commission is waste of both the resources of the Commission and SWBT.

Under Category II, Customized Routing, Operator Services and Directory Assistance, it was SWBT's understanding that the issue on rate quotations was resolved through negotiations. AT&T had earlier agreed to give SWBT AT&T's rating information so SWBT could accurately

inform the end user of AT&T's rates upon the end user's request. This issue and issue Number 1 which merely states that the parties filed a list of 15 issues for the Commission's determination should both be eliminated.

The only existing issue under Category II is whether SWBT is obligated to customize route local directory assistance calls by changing the fundamental nature of the signaling associated with those calls. Feature Group C signaling is the standard signaling associated with local directory assistance calls. SWBT has no obligation to change signaling to Feature Group D signaling. The Eighth Circuit held in the interconnection appeal of CC Docket No. 96-98, Iowa Utilities Commission, No. 96-3321, July, 1997, that a local exchange company has no requirement to make fundamental changes to its network to accommodate interconnectors. Therefore, SWBT can not be required to convert Feature Group C signaling to a Feature Group D signaling.

There are numerous issues raised under Operations Issues in Category III of the AT&T Matrix. Some of these issues involve timing for operational support systems and conditions for ordering, preordering and provisioning functions. AT&T's basic strategy throughout this Category of issues is to equate the operational support systems used for Resale with systems needed for unbundled network elements. SWBT EASE system is used by SWBT for retail services and can be used for resale services. The EASE system is not designed to support UNEs which are usage sensitive in nature. SWBT EDI and LEX interfaces are available to fully support the following UNEs (unbundled local loop, unbundled local loop with INP, INP unbundled switch ports and loop with port.) As OBF, a forum in which both SWBT and AT&T are both actively involved, issues further guidelines, SWBT will implement additional functions. EASE is not required. The Commission rejected AT&T's arguments in its October 2, 1997 Arbitration Order Regarding Joint Motion for Expedited Resolution of Issues (See Issue 5).

AT&T also requests that SWBT obtain information about what UNEs AT&T needs to accomplish AT&T's objective in providing a particular service. SWBT is not required to provide such information to AT&T. As the Eighth Circuit held: "Requesting carriers must specify to incumbent LECs the network elements they seek before they can obtain such elements on an unbundled basis." AT&T's demands are unreasonable.

Category IV concerns issues over unbundled network elements (UNE) parity. The issue is whether AT&T can demand that SWBT identify and assemble the combination of UNEs necessary to provide a SWBT retail service. The Eighth Circuit has already rejected AT&T's argument.

Each element for a UNE has associated with it a monthly recurring rate, and, at the time the element is ordered, a nonrecurring rate. AT&T wants to eliminate all nonrecurring rates by ordering the UNEs in an "interconnected" package. This violates the Act as well as the rules of the FCC which require that network elements will be offered on an unbundled basis and priced separately. (See 47 C.F.R. §51.307(d)(1997)).

AT&T also seeks to convert SWBT's retail customers "as is" to AT&T's repackaged unbundled network service offerings and to avoid paying service activation and other nonrecurring charges associated with the provisioning of those unbundled network elements. AT&T is attempting to order the same retail service at a higher effective discount (50-70% instead of 19.2%) by labeling it as an order for unbundled network elements and ignoring the nonrecurring charges associated with the elements. The Commission rejected AT&T's argument. As the Commission stated in its October 2, 1997 Order, page 5: "[T]he Service Order charge shall apply to all initial orders for service from SWBT."

AT&T again raises the issue throughout Category IV of UNEs being available with the same ordering and provisioning as resale. These issues are the same as those raised by AT&T under Category III and must be found inconsistent with the Act.

Under Category V, AT&T states that if it requests items not on Attachment B of the July 31, 1997 Arbitration Order that SWBT must provide the item free of charge. As the Commission stated in its October 2, 1997 Order, AT&T must pay the costs to establish customized routing. (Issue 10). AT&T must also pay for the cost of branding. (Issue 4). The Commission has never required SWBT to give rating, entrance facilities, standalone multiplexing, digital cross-connect systems or access to operational support systems to AT&T for free. These items were not on Attachment B. (October 2, 1997 Order).

Several issues, like Issue 1b (free multiplexing) are raised numerous times throughout AT&T's Matrix. The Commission has already stated in its October 2, 1997 Order that SWBT can charge for branding and rating. Under Issue 3, AT&T complains that SWBT should supply

AT&T with directory assistance listings free of charge. Such is not the case, nor has the Commission so held.

Under Category VI, AT&T seeks to compel SWBT to make available a single trunk group to carry local, intraLATA and interLATA traffic to avoid the payment of access charges. AT&T must still pay access charges for its interexchange traffic. AT&T is attempting to make it impossible for SWBT to accurately charge and collect access charges for the interexchange portion of the traffic over the trunk. Section 251(g) of the FTA makes it clear that AT&T must pay access rates for its interexchange traffic and for the facilities necessary to deliver that traffic to SWBT. AT&T also demands payment of tandem interconnection rates and end office switching compensation for functions performed only at an AT&T end office. Tandem Switching compensation should only be available when a tandem switch is utilized. AT&T also wants SWBT to revenue share with AT&T for wireless service using AT&T's tariffed rates instead of SWBT's tariffed rates. SWBT can only charge CMRS providers SWBT's tariffed rates, not AT&T's tariffed rates.

Under VIII, Performance Criteria, AT&T wants to impose specific performance measurements on SWBT and penalties. SWBT is willing to provide performance measurements to AT&T, but objects to the performance standards which AT&T requests. SWBT has listed the performance measurements it should be required to provide and outlined customer affecting performance measurements associated with liquidated damages.

Under IX, AT&T has raised the morass of issues concerning pole attachments. The PSC has already discussed and approved numerous methodologies and procedures proposed by SWBT, as well as SWBT's rates, in the PSC's December, 1996 Arbitration Order and its Order on Reconsideration on October 2, 1997. AT&T has agreed to many of the "Master Agreement" pole provisions proposed by SWBT. A lot of the dispute (over 25 pages of the matrix) concerns indemnification and limitation of liability language which deals with risks associated with outside plant. These risks are entirely different from the risks involved with respect to other portions of the parties interconnection agreement. When AT&T personnel go to the sites of SWBT's poles, no notice to SWBT is required and SWBT has not reserved the right to have construction inspectors present since AT&T fought vigorously to keep SWBT construction inspectors away from the work operation. Since AT&T is in control of the site, AT&T should indemnify SWBT

from any damages arising from AT&T use of the site. Though numerous other issues are raised in Category IX, most of the other issues deal with SWBT's procedures already approved by the PSC. The PSC should allow SWBT to impose the terms and conditions in SWBT's pole attachment.

Section X deals with issues concerning terms and conditions. These include issues about SWBT's limitation that AT&T use SWBT's services and elements for a lawful purpose. Of course, the Commission should uphold this requirement. Other issues concern AT&T's refusal to obtain licenses or right of use agreements associated with network elements purchased by AT&T. Only AT&T knows how AT&T plans to combine UNEs and AT&T must be responsible for obtaining any necessary license. Other limitation of liability issues arise such as language which, except for losses claimed by end users, apportions responsibility of SWBT and AT&T for claimed losses of third parties jointly caused. Such language is reasonable and should be accepted. SWBT has proposed other limitations of liability language for particular services which are tailored to specifically address the risks involved with provision of those services. SWBT further proposes language under which the Party whose end user made such loss should defend and indemnify the other party for claims by its enduser unless caused by gross negligence or willful misconduct. If such a limitation does not exist, then SWBT's costs of protecting against such risks must be included in its services and elements. AT&T can manage this problem and mitigate its indemnification exposure, by including in its tariff or contracts a limitation of SWBT's liability to the AT&T customer. Other issues under Category X include the term of the agreement for the provision of Operator Services and Directory Assistance. SWBT proposes a one year term which is reasonable.

The last Category XI, deals with issues concerning collocation. The Commission found in its December 1996 Arbitration that SWBT could use ICB methods to offer collocation. AT&T continues to object to the ICB process and the Commission's holding that allowed SWBT to determine eligible structures and space available for collocation. AT&T also demands numerous inspections of the space and the establishment of numerous deadlines and time periods. AT&T also demands the right to "hold" space which it is not using and to "reserve" space. Such demands for "warehousing" limit the ability of other LSPs to collocate and must be denied. AT&T also makes demands concerning the use of SWBT's space outside of AT&T's collocation

cage. This space is SWBT's central office or other structure and SWBT, not AT&T, must control that SWBT space. AT&T raises numerous other issues aimed at allowing AT&T to assert control over SWBT facilities and numerous "rights for approval or modifications." The areas are in SWBT, NOT AT&T's, structures and SWBT must maintain control.

### **III. PROCEDURES TO BE ADOPTED**

AT&T has filed a voluminous matrix which states AT&T's position on numerous issues. AT&T has slanted the issue statement and repeated several issues under different tabbed categories. For example, there are numerous issues under category four, Parity in Provisioning and Utilization of Unbundled Network Element Issues that are listed as the same or almost identical issues under category five, Unresolved Pricing Issues. AT&T has demanded in its Second Arbitration request that SWBT follow the matrix format and insert SWBT's position. SWBT has attempted to insert its position attached hereto and incorporated herein into the matrix but found that the matrix was insufficient for the Commission to identify the parties' positions, the nature of the dispute and the issues which the Commission are being asked to resolve. Both because SWBT needs to create a sufficient record and in order to properly spell out the issues, SWBT believes that testimony and an evidentiary hearing must be conducted.

Unlike a hearing issues memorandum, the matrix format does not require the parties to agree to the issues list to be arbitrated or the wording of the issues. SWBT disagrees with the wording of the issues as well as the fact that several issues are repeated under different "tabbed categories." Testimony, an issues memorandum and a hearing are necessary in order to clarify the issues. SWBT objects to AT&T's attempt to deny SWBT its right to introduce testimony and cross-exam witnesses. AT&T should not be allowed to control the procedures for this Arbitration. Testimony is necessary and a three day hearing for the numerous issues raised by AT&T is impossible.

AT&T should also not be allowed to circumvent the statutory time allowed for the Commission to issue its Order on Arbitration. The Commission has until January 5, 1998, under the FTA, to issue its Report and Order. The parties should then be allowed ample time to negotiate contractual language consistent with provisions of the Commission's Order. There should not be a requirement that the parties have only six working days (excluding Christmas and



New Year's Day) to negotiate language to be inserted into the Interconnection Agreement on the over two hundred allegedly distinct issues raised by AT&T.

SWBT proposes the following schedule be adopted:

Direct Testimony:	October 20, 1997
Rebuttal Testimony:	November 3, 1997
Hearing Memorandum:	November 10, 1997
Hearing:	November 17-26, 1997
Briefs:	December 12, 1997
Report and Order:	January 5, 1998

WHEREFORE, SWBT requests that the Commission schedule a prehearing to set a hearing schedule as soon as possible which incorporates testimony filings and a hearing within the time frame mandated by the FTA.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing document were served to all parties on the attached Service List by first-class postage prepaid, U.S. Mail on October 3, 1997.

*Diana J. Harter*  
Diana J. Harter

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**FILED**

**OCT 03 1997**

**MISSOURI  
PUBLIC SERVICE COMMISSION**

**SOUTHWESTERN BELL TELEPHONE  
CONTRACTUAL DISPUTED ISSUES MATRIX**

**CASE NO. TO-98-115**

**MISSOURI**

**OCTOBER 3, 1997**

2.

**I. INTRALATA TOLL/ACCESS  
CONTRACTUAL DISPUTED ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

Issue:	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
<p><b>1. Receipt of Toll Revenue</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Is AT&amp;T entitled to intraLATA dialing parity before SWBT is authorized to provide inregion interLATA services?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>When it purchases UNE local switching, should AT&amp;T be recognized as the intraLATA toll provider and therefore receive access and toll revenue, prior to implementation of dual PIC?</p>	<p>Yes. As a provider of local service, prior to dual PIC, AT&amp;T is entitled to intraLATA toll revenues. After dual PIC, the intraLATA revenue will accrue to the intraLATA PIC. Until then, when AT&amp;T pays the full cost of UNE switching, it should receive the full switching functionality, including the ability to process all types of calls originated by its customer over the unbundled switch. Having received full compensation for the elements (switching) that serve an AT&amp;T customer, SWBT may not receive additional revenue (toll) for that customer's usage of those elements under the Act. Until dual PIC, the customer's choice of a local service provider should determine his or her intraLATA carrier as well. That is how it has been for SWBT. That is how it should be for all LSPs prior to dual PIC.</p> <p>The FCC has recognized that section 251(c)(3) of the Act permits requesting telecommunications carriers to purchase UNEs for the purpose of offering exchange access services, or for the purpose of providing exchange access services to themselves in order to provide interexchange services to consumers. FCC Order, ¶ 356. For that reason, the FCC properly concluded that telecommunications carriers purchasing UNEs to provide interLATA interexchange services or access services are not required to pay federal or state exchange access charges except for a limited transition mechanism, which has expired at the time of this writing. <i>Id.</i> at ¶ 363. The FCC recognized that</p>	<p><u>Attachment 6</u></p> <p><u>5.X The local switching element also includes access to all call origination and completion capabilities (including intraLATA and interLATA calls), and AT&amp;T is entitled to all revenues associated with its use of those capabilities, including access and toll revenues.</u></p> <p>5.X SWBT will make available to AT&amp;T the ability to route all Directory Assistance and Operator Services calls (1+411, 0+411, 0-, and 0+ Local, <u>0+ IntraLATA toll (prior to dual PIC), 0+HNPA-555-1212 (IntraLATA) (prior to dual PIC), 1+HNPA-555-1212 (IntraLATA) (prior to dual PIC)</u>) dialed by AT&amp;T Customers directly to the AT&amp;T Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter or Intra-LATA PIC process directed by the FCC.</p> <p><u>5.X At AT&amp;T's request, SWBT will provide the functionality and features, including digit translation (i.e., 1+411 to 900-XXX-XXXX) as specified by AT&amp;T, within the SWBT local switch (LS) to route AT&amp;T customer-dialed Directory Assistance local and IntraLATA calls to the AT&amp;T designated trunks via Feature Group D signaling from SWBT's 5ESSs, DMS100 switches, and other switches as it becomes technically feasible, or as parties may otherwise agree, for direct-dialed calls, (i.e. 1+411, 1+Home/Foreign NPA-555-1212 sent paid).</u></p>	<p>In making its argument, AT&amp;T completely ignores the fact that SWBT is not obligated to provide the requested intraLATA dialing parity under Section 271(e) of the FTA. It is Southwestern Bell's position that based upon Section 271(e)(2)(B) of the Act, Southwestern Bell is not obligated to route 1+ and/or 0- intraLATA toll calls to AT&amp;T for handling at this time. As a result, AT&amp;T's proposed language should be rejected. This issue of allowing AT&amp;T intraLATA dialing parity was raised in the 1st arbitration and addressed by the Commission in its December 11, 1996 order in Par. 32 and is not a proper issue for this arbitration.</p> <p>The real issue is not whether AT&amp;T can provide intraLATA or interLATA calling to its customer (which it can) but an issue of price. The Act struck a balance which purportedly allowed LEC's interLATA relief once they met the 271 check list and in balance provided intraLATA dialing parity to IXCs (and other CLECs) no earlier than the date of such interLATA relief or 3 years after implementation. AT&amp;T seeks here to tilt that balance in its favor and in violation of the Act.</p>	<p>SWBT proposes the following language:</p> <p>The local switching element also includes access to all call origination and completion capabilities which are provided to SWBT's own customers. Where technically feasible, SWBT will provide AT&amp;T with recordings which will permit it to collect all revenues associated with the use of the local switching element. Where such capability is not available (e.g., originating 800 and terminating access calls), SWBT will continue to seek cost effective solutions and in the meantime will ensure that AT&amp;T, as the local service provider, incurs no charges for the provision of such dialing capabilities to their customers.</p> <p>SWBT proposes the following language:</p> <p>SWBT will make available to AT&amp;T the ability to route all local Directory Assistance and Operator Service calls (e.g., 1+411, 0- and 0+ seven or ten digit local) dialed by AT&amp;T customers to the AT&amp;T Directory Assistance and operator Services Platform. At the direction of the FCC, 1+HNPA+555-1212 will be directed to the PIC2 IntraLATA carrier once Dialing Parity is implemented. Customized Routing will not be used in a manner to circumvent the inter or IntraLATA PIC process directed by the FCC.</p>

**I. INTRALATA TOLL/ACCESS  
CONTRACTUAL DISPUTED ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>payment of access charges in addition to UNE charges would violate the cost-based pricing standard for UNEs under the Act.</p> <p>For the same reasons, a CLEC who purchases unbundled network elements is entitled to use them to provide intraLATA toll services. The FCC rejected the argument that CLECs should not be able to use UNEs to provide originating and terminating toll services: "Congress intended the 1996 Act to promote competition for not only telephone exchange and exchange access services, but also for toll services." FCC Order, ¶361. Having paid the full UNE cost of local switching and any necessary transport and tandem switching, the CLEC may use those elements without restriction to provide telecommunications services. The full functionality of the local switch includes the ability to originate and terminate all types of calls, including intraLATA toll calls. The Act provides no basis for SWBT to except intraLATA toll services from the category of services a UNE purchaser may offer.</p> <p>Consistent with its rights under the Act as described above, AT&amp;T has proposed language in two places that are necessary to enable AT&amp;T to provide intraLATA toll service and receive the toll revenues (prior to dual PIC). First, AT&amp;T has proposed to recognize that, when it purchases local switching, it obtains the full functionality of that element, including the ability to originate and complete all types of calls, including</p>	<p><b>5.X</b> At AT&amp;T's request, SWBT will provide functionality and features within its LS to route AT&amp;T customer-dialed Directory Assistance local <u>and intraLATA</u> calls to the designated trunks via <u>Modified Feature Group C</u> signaling from SWBT's 1AESS switches and other switch types or as the Parties otherwise agree, for direct dialed calls, <u>(e.g., 1+411, 0, and 0+Local, 1+Home/Foreign NPA-555-1212 sent paid).</u></p> <p>5.X SWBT will provide the functionality and features within its local switches to route AT&amp;T dialed 0/0+ local and <u>intraLATA</u> calls <u>(prior to dual PIC)</u> to AT&amp;T. (Designated trunks via operator services modified Feature Group C signaling.)</p> <p>2.x</p> <p>When AT&amp;T purchases unbundled Network Elements to provide interexchange services or exchange access services, SWBT will not collect access charges from AT&amp;T or other IXC's (except for charges for exchange access transport services that an IXC elects to purchase from SWBT).</p> <p><u>Appendix Pricing-UNE</u></p> <p>5.x <u>Until the implementation of IntraLATA Dialing Parity, AT&amp;T will pay applicable ULS-O, ULS-T, signaling, common transport, and tandem switching charges for all intraLATA toll calls initiated by an AT&amp;T ULS Port.</u></p>		<p>SWBT proposes the following language:</p> <p>Until the implementation of intraLATA Dialing Parity, AT&amp;T will pay IntraLATA toll rates reduced by the discount rate applicable to Resale services for all intraLATA toll calls initiated by an AT&amp;T ULS Port. No ULS usage charges will apply to AT&amp;T.</p> <p>SWBT proposes the following language:</p> <p>At AT&amp;T's request, SWBT will provide functionality and features within its LS to route AT&amp;T customer-dialed Directory Assistance local and intraLATA calls to the designated trunks via Modified Feature Group C signaling as defined in the Operator Services Generic Requirements FR-NWT.00271 Signaling Module TRNWT-001.144. signaling from SWBT switches for direct dialed directory assistance calls.</p> <p>SWBT proposes the following language:</p> <p>SWBT will provide the functionality and features within its local switches to route AT&amp;T dialed 0/0+ local calls to AT&amp;T. (Designated trunks via operator services modified Feature Group C signaling.)</p> <p>SWBT proposes the following language:</p> <p>When AT&amp;T purchases an Unbundled local switching element and uses it to originate an intrastate interLATA call SWBT will charge AT&amp;T an amount equal to the CCLC (as CCLC may</p>

**I. INTRALATA TOLL/ACCESS  
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	<p>intraLATA toll calls, and to receive access and toll revenues. This language is shown as disputed in its entirety. However, AT&amp;T believes that SWBT agrees that when AT&amp;T purchases UNE switching, it will obtain the ability to originate and complete intraLATA and interLATA calls for its customer using the unbundled local switch. For example, in language SWBT has proposed elsewhere (which AT&amp;T disputes on other grounds), SWBT agrees that "[T]his paragraph does not limit AT&amp;T's ability to permit IXC's to access ULS for the purpose of terminating interLATA and intraLATA access traffic or limit AT&amp;T's ability to originate interLATA or intraLATA calls using ULS consistent with Section X of this attachment." Further, AT&amp;T and SWBT have agreed on the routing of intraLATA toll calls to the intraLATA PIC in a post-dual PIC environment.</p> <p>What SWBT disputes is AT&amp;T's receipt of intraLATA toll revenues prior to dual PIC (access disputes post-dual PIC are discussed elsewhere). Although AT&amp;T will have paid the full cost of UNE switching, which SWBT agrees includes the capability to process intraLATA calls, and although the customer will have made a decision to change his or her local service provider from SWBT to AT&amp;T, SWBT seeks to retain the prerogative to collect intraLATA toll revenues. SWBT's position will result in its own recovery of revenues in excess of costs, and will in effect deny AT&amp;T full local</p>			<p>change from time to time) for all intrastate interLATA (or intrastate intraLATA effective with dialing parity) whole minutes of AT&amp;T customer traffic traversing that Unbundled Local Switching element.</p> <p>SWBT proposes the following language:</p> <p>Until the implementation of intraLATA Dialing Parity, AT&amp;T will pay intraLATA toll rates reduced by the discount rate applicable to resale services for all intraLATA toll calls initiated by an AT&amp;T ULS port. No ULS usage charges will apply to AT&amp;T.</p>

**I. INTRALATA TOLL/ACCESS  
CONTRACTUAL DISPUTED ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>switching functionality (receiving the ability to pay for an element and use it to deliver a service to a customer, with the service revenues still flowing to SWBT, cannot be considered receiving the full functionality of an element).</p> <p>In short, SWBT will transfer to AT&amp;T (and other LSPs who purchase local switching) the cost of providing intraLATA service to a customer, but retain for itself the revenues generated by that service. (SWBT's proposal to treat intraLATA toll calls as resale transactions, discussed below, mitigates the impact of its position, but does not qualitatively change it). SWBT's position should be rejected. Until dual PIC, the customer's choice of a local service provider should determine the customer's intraLATA carrier as well. AT&amp;T's proposed language should be adopted to provide for AT&amp;T's receipt of intraLATA toll revenues from its UNE switching customers, with no obligation to pass those revenues on to SWBT, in a pre-dual PIC environment.</p> <p>Second, AT&amp;T has proposed to pay SWBT the full UNE cost of originating intraLATA toll calls, including applicable local switching, signaling, common transport, and tandem switching charges. In turn, AT&amp;T should receive access and toll revenues. SWBT opposes this language and has instead proposed to treat UNE-originated intraLATA toll calls as resale transactions, charging AT&amp;T the applicable retail toll charge less the resale discount. As described above, SWBT's position denies AT&amp;T the full</p>			

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	functionality and usage of local switching to provide competitive telecommunications services and is contrary to the Act. Further, from a marketing perspective, this position continues to place SWBT as a service provider in the mind of the consumer and is sure to provoke confusion when the consumer has changed service to AT&T, yet continues to receive a bill from SWBT. AT&T's proposed language should be accepted, and SWBT's should be rejected.			
<p><b>2. IntraLATA toll - OS/DA</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Is AT&amp;T entitled to intraLATA dialing parity before SWBT is authorized to provide inregion interLATA services? (Same as #1 above)</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should AT&amp;T be able to complete intraLATA toll calls (and collect the related revenues) that SWBT routes to AT&amp;T's OS/DA platforms?</p>	<p>Yes. AT&amp;T should not be required to bear the burden and cost of identifying intraLATA toll calls that SWBT routes to AT&amp;T's OS/DA platform and returning those calls to SWBT.</p> <p>It has become apparent during implementation that, where AT&amp;T requests customized routing, SWBT intends to include intraLATA calls in the calls that will be routed to AT&amp;T's OS/DA platforms, but SWBT expects AT&amp;T to identify those calls and return them to SWBT for completion. That is, rather than do the systems development work that would be required to retain intraLATA OS/DA calls for itself at the same time that it routes other OS/DA calls to AT&amp;T's OS/DA platform, SWBT seeks to transfer that work to AT&amp;T, even as it claims the revenue for the intraLATA calls.</p> <p>For the reasons stated above, AT&amp;T should be recognized as the intraLATA toll provider generally for calls originated by its local service</p>	<p><u>Attachment 6</u></p> <p>AT&amp;T has proposed the following language in Issue 1 above.</p> <p>5.X SWBT will make available to AT&amp;T the ability to route all Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local, <u>0+ IntraLATA toll (prior to dual PIC), 0+HNPA-555-1212 (IntraLATA) (prior to dual PIC), 1+HNPA-555-1212 (IntraLATA) (prior to dual PIC)</u>) dialed by AT&amp;T Customers directly to the AT&amp;T Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter or Intra-LATA PIC process directed by the FCC.</p> <p>Alternatively, and only if the language above providing for customized routing of all intraLATA toll calls (prior to dual PIC) is rejected, then the following language is proposed:</p> <p>5.X SWBT will make available to AT&amp;T the ability to route all Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local), dialed by AT&amp;T Customers directly to the AT&amp;T Directory Assistance and Operator Services platform. Customized Routing will not be used in a manner to circumvent the inter or</p>	<p>See #1 above - same issue. AT&amp;T wants SWBT to provide it with customized routing capability for its intraLATA Directory Assistance and Operator Service toll calls. AT&amp;T's request must be rejected because it is in conflict with Section 271(e) of the Act.</p>	<p>(SWBT opposes inclusion of AT&amp;T language.)</p>



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	<p>customers prior to dual PIC. In any event, AT&amp;T should not be required to return intraLATA calls that SWBT routes to AT&amp;T OS/DA platforms, resulting in a cost to AT&amp;T with no opportunity for revenue. With SWBT having set up its customized routing in a way such that intraLATA calls originated by AT&amp;T local service customers are routed to AT&amp;T's OS/DA platforms, AT&amp;T should be entitled to complete those calls and receive the associated revenues. Accordingly, AT&amp;T's proposed contract language should be adopted.</p>	<p>intra-LATA PIC process directed by the FCC. <u>To the extent that intraLATA calls are routed to AT&amp;T OS and DA platforms, AT&amp;T may complete such calls and receive the associated revenue.</u></p> <p><b>Appendix Customized Routing (Resale)</b>  <u>1.X SWBT will make available to AT&amp;T the ability to route Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local, 0+ IntraLATA toll, 0+HNPA-555-1212(IntraLATA), 1+HNPA-555-1212(IntraLATA)) dialed by AT&amp;T Customers directly to the AT&amp;T Directory Assistance and Operator Services platform. If the State Commission rules or the Parties agree that AT&amp;T is entitled to IntraLATA toll on resale services and unbundled switch elements, SWBT agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212 (IntraLATA), 1+HNPA-555-1212 (IntraLATA).</u></p> <p>Alternatively, and only if the language above providing for customized routing of all intraLATA toll calls (prior to dual PIC) is rejected, then the following language is proposed:</p> <p><u>1.X SWBT will make available to AT&amp;T the ability to route Directory Assistance and Operator Services calls (1+411, 0+411) dialed by AT&amp;T Customers directly to the AT&amp;T Directory Assistance and Operator Services platform. If the State Commission rules or the Parties agree that AT&amp;T is entitled to IntraLATA toll on resale services and unbundled switch elements, SWBT agrees to customized routing of the following types of calls: 0+HNPA-555-1212, 1+HNPA-555-1212. To the extent that intraLATA calls are routed to AT&amp;T OS and DA platforms, AT&amp;T may complete such calls and receive the associated revenue.</u></p>		

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<p><b>3. Tandem Switching and Transport</b></p> <p>When AT&amp;T originates and terminates toll calls through a SWBT unbundled local switch, should the IXC determine which carrier assesses access charges for transporting the call between the IXC's point of presence (POP) and the originating or terminating UNE switch?</p>	<p>Yes. The provider of access transport services should be selected by the IXC. AT&amp;T should have the ability to use UNES, including common transport and tandem switching, to deliver toll calls between the IXCs POP and the originating or terminating local switch which AT&amp;T has purchased as an unbundled element. If the IXC selects AT&amp;T's transport services, AT&amp;T should collect the related access charges. If the IXC selects SWBT, it may collect those charges. AT&amp;T's proposed contract language achieves this result.</p> <p>As discussed above, AT&amp;T is entitled under the Act to use unbundled network elements to provide telecommunications services without restriction, including exchange access services and toll services. AT&amp;T is no longer required to pay SWBT access charges in connection with toll calls traversing network elements purchased from SWBT.</p> <p>Correspondingly, for calls originated or terminated by an AT&amp;T local service customer using UNE switching, it will be AT&amp;T who will bill the IXC for access charges applicable to that call, not SWBT. The FCC explained this result in footnote 772 to the <i>Local Service Order</i>. "We also note that where new entrants purchase access to unbundled network elements to provide exchange access services, . . . , the new entrants may</p>	<p><b>Appendix Pricing-UNE</b></p> <p><b><u>5.X AT&amp;T may provide exchange access transport services to IXCs, upon request, using unbundled network elements. For interLATA toll calls and intraLATA toll calls that are originated by local customers using SWBT unbundled local switching, AT&amp;T may offer to deliver the calls to the PIC at the SWBT access tandem, with AT&amp;T using unbundled common transport and tandem switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access tandem. When the PIC agrees to take delivery of toll calls under this arrangement, then AT&amp;T will pay SWBT ULS-O usage, signaling, common transport, and tandem switching for such calls. SWBT will not bill any access charges to the PIC under this arrangement. AT&amp;T may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by AT&amp;T local customers using SWBT unbundled local switching.</u></b></p> <p><b><u>5.X If the PIC elects to use transport and tandem switching provided by SWBT to deliver interLATA toll calls or intraLATA toll calls that are originated by AT&amp;T local customers using SWBT unbundled local switching, then AT&amp;T will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT will not bill the PIC any originating switching access charges in connection with such calls.</u></b></p>	<p>The FCC's Interconnection Order permitted the substitution of Access Charges for Unbundled Network Elements only when the Local Service Provider was both the local and the toll provider. As a result, Access Transport may be replaced by UNE transport for AT&amp;T customers only when AT&amp;T is the customers local and toll provider. Other IXCs may be utilized by AT&amp;T's customers on the originating side through the use of 10XXX dialing and in the terminating direction, simply by receiving call from a subscriber who selected an IXC other than AT&amp;T. While it is SWBT's position that the IXC orders the transport necessary to originate and terminate calls, the only time UNE transport can be utilized is when the IXC is also the LSP for the customer involved. AT&amp;T is simply trying to utilize the complexities associated with their use of Unbundled Local Switching, rather than their own facilities to undermine the access charge rules the FCC has yet to eliminate.</p>	<p>(SWBT opposes inclusion of AT&amp;T language.)</p>

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	<p>assess access charges to the IXC's originating or terminating toll calls on those elements. In these circumstances, incumbent LECs may not assess exchange access charges to such IXC's because the new entrants, rather than the incumbents, will be providing exchange access services, and to allow otherwise would permit incumbent LECs to receive compensation in excess of network costs in violation of the pricing standard in Section 252(d)." FCC Order at ¶ 363, n. 772.</p> <p>The exception to this access payment occurs when an IXC enters into a contractual agreement with SWBT indicating that SWBT will be the access provider of tandem switching and transport. In those cases, AT&amp;T will only receive the originating or terminating switching portion of the access. AT&amp;T may, however, establish its own contractual relationships with the IXC's to be the access provider for tandem switching and transport. If this is the case, then AT&amp;T will receive the associated access revenue.</p> <p>The interconnection agreement should reflect a proper understanding between the parties regarding which of them is to bill access charges to IXC's associated with UNE calls. In recent negotiations, SWBT has taken the view that access charges will be "shared" in the future, with AT&amp;T to bill access related to the local switching element but SWBT in all cases to continue billing access</p>	<p>5.X When an IntraLATA or InterLATA toll call terminates to an AT&amp;T ULS Port, AT&amp;T will pay ULS-T charges and SWBT will not charge <u>terminating access to AT&amp;T or the IXC except that SWBT may bill the IXC for terminating transport in cases where the IXC has chosen SWBT as its transport provider.</u></p>		

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	<p>related to the common transport and tandem switching necessary to reach the IXC's POP. SWBT's position is contrary to the FCC Order as quoted above.</p> <p>The sections proposed here provide and illustrate how AT&amp;T should bill originating and terminating access when it uses unbundled network elements purchased from SWBT. These Sections should be accepted for the reasons set forth above.</p>			
<p><b>4. Billing for Toll-free Calls</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Where AT&amp;T is the toll-free carrier, should it be allowed to avoid access charges for the query and local switching services that SWBT performs when an AT&amp;T local customer makes a toll-free call?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>For toll-free calls originated by AT&amp;T local customers on a UNE switch, should AT&amp;T collect the applicable charges from the IXC who terminates the call to the 800 provider, assuming AT&amp;T also pays applicable UNE charges to SWBT?</p>	<p>Yes. For the same reasons that AT&amp;T is entitled to bill access charges to IXCs for toll calls originated and terminated over unbundled network elements, AT&amp;T should be the party billing applicable charges associated with 800-type calls originated over UNEs by its local service customers. AT&amp;T should pay the applicable charges for the elements required to make such a call (local switching, applicable signaling, 800 database query) and then it, not SWBT, should bill the IXC who terminates the call to the 800 provider. Otherwise, AT&amp;T is denied the opportunity to use the elements that it has purchased for the provision of a telecommunications service (800 service), on the same terms as SWBT.</p> <p>SWBT instead proposes to retain the 800 service for itself, and in turn would not bill AT&amp;T any UNE usage charges when an AT&amp;T customer originates an 800-type call across a UNE switch. SWBT states that its facilities are not equipped to return a call to AT&amp;T for completion after an</p>	<p><u>Appendix Pricing-UNE</u></p> <p><b>5.X Toll Free Calls</b></p> <p><u>When AT&amp;T uses ULS Ports to initiate an 800-type call, AT&amp;T will pay the 800 database query charge and ULS-O charge. AT&amp;T will be responsible for any billing to the IXC for such calls.</u></p> <p><u>Attachment 6</u></p> <p><i>9.6.5 In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an AT&amp;T switch or from AT&amp;T's use of SWBT's Unbundled Local Switching to the SWBT Toll Free Database, AT&amp;T will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the Call</i></p>	<p>By including this disputed language, AT&amp;T is seeking to avoid the applicable access query charge for inter-exchange calls for which AT&amp;T is the inter-exchange carrier. Today, when a customer on SWBT's system originates an 800 call, the call is routed via the normal processing of SWBT's switch to the appropriate 800 carrier. However, to route the call, SWBT's switch first sends the call to a data base to conduct a query to identify the 800 carrier. The database returns the appropriate routing information to the switch, where the call is sent to the 800 transport carrier.</p> <p>These are services that SWBT performs for the toll-free carrier and the toll-free carrier now pays access charges comprising a query charge and a local switch originating charge. When a similar call comes in from an LSP customer, there will be no change to this process. The same services will be performed and SWBT will bill the inter-exchange carrier, not the LSP. AT&amp;T apparently wants to convert this process to Unbundled Network Elements comprised of a query and a local switching element. To do this, SWBT would be compelled to bill the LSP of the originating caller. AT&amp;T's</p>	<p>SWBT proposes the following language:</p> <p>Toll Free Calls</p> <p>When AT&amp;T uses ULS Ports to initiate an 800-type call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply.</p> <p>SWBT proposes the following language:</p> <p>In addition to the Toll Free Database query, there are three optional features available with 800-type service: Designated 10-Digit Translation, Call Validation and Call Handling and Destination. There is no additional charge for the Designated 10-Digit Translation and Call Validation feature beyond the Toll Free Database query charge. When an 800-type call originates from an AT&amp;T switch to the SWBT Toll Free Database, AT&amp;T will pay the Toll Free Database query rate for each query received and processed by SWBT's database. When applicable, the charge for the Call</p>

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	800 database dip. Regardless of any technical issues, however, the parties can arrange billing for 800 calls in the manner proposed by AT&T. In so doing they will come closer to providing AT&T with the full nondiscriminatory access to unbundled elements that the Act requires.	<i>Handling and Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by AT&amp;T. These rates are reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database".</i>	<p>proposal inappropriately would circumvent the existing access charge structure that the Act and the Commission Order left intact.</p> <p>AT&amp;T demands that SWBT offer toll-free query and switch access as an UNE; SWBT is unable to do this because it cannot bill AT&amp;T for such an element. This is so because SWBT's switch is not able to distinguish between toll-free calls originated by an LSP end user and a SWBT end user, nor is it able to identify the LSP whose customer made the call. Under AT&amp;T's proposal, this element would be free of charge, because SWBT could not bill for it.</p> <p>AT&amp;T brushes this aside by saying, "Regardless of any technical issues, however, the parties can arrange billing for 800 calls in the manner proposed by AT&amp;T." This is simply not so. SWBT cannot bill AT&amp;T when it does not know how to determine whether an AT&amp;T customer is using the element. The Commission should reject AT&amp;T's language and adopt the SWBT language.</p>	Handling and Destination feature are per query and in addition to the Toll Free Database query charge, and will also be paid by AT&T. The Toll Free Database charges do not apply when AT&T uses SWBT's Unbundled Local Switching. These rates are reflected in Appendix Pricing UNE - Schedule of Prices under the label "Toll-Free Database".
<p><b>5. Ability to bill access:</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Should SWBT be required to provide customer usage data unrelated to unbundled network elements ordered by AT&amp;T without additional compensation?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Must SWBT provide AT&amp;T with sufficient usage data to allow AT&amp;T to render intrastate and interstate access</p>	<p>Yes. If AT&amp;T is to bill the intrastate and interstate access charges to which it is entitled as described under issue 4 above, SWBT must provide the relevant usage data. AT&amp;T and SWBT have working teams creating call flow diagrams to reflect each parties' recording and billing requirements. In order for AT&amp;T to bill access, SWBT must provide AT&amp;T with the necessary usage data to allow AT&amp;T to render accurate bills for certain call types</p>	<p><u>Attachment 10</u></p> <p><u>4.X SWBT will provide to AT&amp;T recorded Usage Data as described in AT&amp;T's Call Flows Document (CFD) dated June 1997, incorporated herein and modified as the Parties may otherwise agree, sufficient for AT&amp;T to render InterLATA and IntraLATA access bills and end-user bills and for purposes of mutual compensation.</u></p> <p><u>4.X In addition to the requirements</u></p>	<p>The Public Switched Network lacks the technical capabilities to modify the way access calls are currently processed, transported, recorded and billed. SWBT has every intention, to provide AT&amp;T the ability it seeks as it relates to originating access calls. SWBT will modify the access billing to the IXC to ensure that Access Switching, Carrier Common Line and RIC are not charged when the call originates from and unbundled switch port. Additionally SWBT will bill AT&amp;T the unbundled</p>	<p>(SWBT objects to the inclusion of AT&amp;T language.)</p>

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bills to other IXC's?	<p>that necessitate SWBT to provide us billing detail. AT&amp;T's proposed contract language provides for the appropriate usage data.</p> <p>SWBT has said in other venues that if AT&amp;T wants to receive data sufficient to bill access, AT&amp;T must buy that as a recording service using the language in Attachment Recording. AT&amp;T is not asking for a "service", we are simply asking for data sufficient to bill access. Generating this usage data is a functionality of the switching element or the related operations support functions. SWBT is able to provide usage data to itself that allows it to bill each of these types of calls to IXC's. The act requires that SWBT provide users of unbundled elements with the same recording and billing capability.</p>	<p><u>for recorded Usage Data specified in this Attachment, when AT&amp;T is providing Telecommunications Services to its customer through the use of unbundled Network Elements, SWBT will provide to AT&amp;T recorded Usage Data sufficient for AT&amp;T to render interstate and intrastate access bills. The recorded Usage Data will be provided in a manner, at a minimum, that enables AT&amp;T to render the following five types of access bills: Originating to IXC, Originating Local 800, Terminating and Originating IntraLATA, which are described below.</u></p> <p><u>4.X Originating to IXC - This type of access record is created when a toll call originates from an AT&amp;T customer served through unbundled Network Elements and terminates to an IXC. AT&amp;T will bill the IXC access charges in accordance with its access tariffs.</u></p> <p><u>4.X Originating Local 800 - This type of access record is created when an 800 call originates from an AT&amp;T customer served through unbundled Network Elements to a LEC providing the 800 service. AT&amp;T will bill the LEC access charges in accordance with its access tariffs.</u></p> <p><u>4.X Originating InterLATA 800 - This type of access record is created when an 800 call originates from an AT&amp;T customer served through unbundled Network Elements to an IXC providing the 800 service. AT&amp;T will bill the IXC access charges in accordance with its access tariffs.</u></p> <p><u>4.X Terminating - This type of</u></p>	<p>Local Switching usage charge and provide AT&amp;T with the record it will require to bill access charges to the IXC. Such ability does not currently exist for SWBT to do the same for originating 800 service or terminating access. SWBT is willing to work with AT&amp;T and the rest of the industry to seek cost effective solutions to this industry wide problem.</p> <p>AT&amp;T's proposal confuses the provision of unbundled network elements - to which this Attachment applies - with a recording contract, which is something entirely different. SWBT agrees in this Attachment to provide certain functionalities of unbundled network elements for use by AT&amp;T in providing local service. These functionalities generate certain customer usage data which AT&amp;T will receive and presumably use in providing service. AT&amp;T is not content with this, but seeks to impose an obligation on SWBT, unrelated to these network elements, to furnish additional customer usage data which these network elements cannot generate. The price paid by AT&amp;T for the network elements does not include the cost of acquiring this additional customer usage data. In effect, AT&amp;T is seeking the benefits of a recording contract without paying for them. AT&amp;T's proposed language should be rejected.</p>	

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		<p><u>access record is created when a toll call originates from an IXC and terminates to an AT&amp;T customer served through unbundled Network Elements. AT&amp;T will bill the IXC terminating charges in accordance with its access tariffs.</u></p> <p><u>4.X Originating IntraLATA - This type of access record is created when a call originates from an AT&amp;T customer served through Unbundled Network Elements and terminates outside the Local Call Area but within the LATA. AT&amp;T will bill the IntraLATA Toll Provider originating and terminating access charges in accordance with its access tariffs.</u></p>		
<p><b>6. Lost Data</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Should SWBT be required to provide customer usage data unrelated to unbundled network elements ordered by AT&amp;T without additional compensation?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should the contract require SWBT to estimate volumes of lost usage data to enable AT&amp;T to render bills to end-users and for access?</p>	<p>Yes. The contract must include reasonable terms to apply in situations where SWBT loses the usage data that it is required to provide AT&amp;T for AT&amp;T's billing purposes.</p> <p>In an access environment today, SWBT estimates volumes of lost usage data to enable it to collect access charges. However, when its loss of data will cause AT&amp;T to lose the ability to collect revenues from its customers or IXCs, SWBT is refusing to provide any process for reconciliation on estimation of lost usage data. The amount of lost revenue potential is great if AT&amp;T is unable to bill its customers or to collect access charges for calls completed over unbundled network elements. By refusing to provide a process for estimation of lost data, SWBT seeks to shift monetary responsibility for such loss from itself</p>	<p><u>Attachment 10</u></p> <p><u>6.X Loss of Recorded Usage Data - If AT&amp;T recorded Usage Data is determined to have been lost, damaged or destroyed as a result of an error or omission by SWBT and the data cannot be recovered by SWBT, SWBT will estimate the messages and associated revenue, with assistance from AT&amp;T, based upon the method described below. This estimate will be used to adjust the amount AT&amp;T owes SWBT for services SWBT provides in conjunction with the provision of recorded Usage Data.</u></p> <p><u>6.X Partial Loss - SWBT will review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes will be reported, if possible. Where actual data are not available, a full day will be estimated for the recording entity, as outlined in Section 6.1.3 following. The</u></p>	<p>SWBT is not acting as a recording agent, but under this Attachment is merely providing AT&amp;T the ability to purchase piece parts of a network. The price of these piece parts does not include the cost of "trending/tracking" of customer usage. At a minimum, such trending/tracking would be necessary to enable SWBT to estimate lost usage data. Because SWBT cannot estimate lost usage data, it cannot comply with AT&amp;T's requested provisions. Since AT&amp;T is merely trying to get a service, in the nature of a recording contract without paying for it, AT&amp;T's proposed language should be rejected.</p>	<p>(SWBT opposes inclusion of AT&amp;T language.)</p>

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	to AT&T. AT&T's proposed contract language provides for a reasonable adjustment against recording service charges to account for lost usage data. It should be adopted.	<p><u>amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.</u></p> <p><u>6.X Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, will be reported.</u></p> <p><u>6.X Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, SWBT will secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. SWBT will apply the appropriate average revenue per message ("arpm") provided by AT&amp;T to the estimated message volume to arrive at the estimated lost revenue.</u></p> <p><u>6.X If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.</u></p> <p><u>6.X If the loss occurs on a weekday that is a holiday (except Mother's Day or Christmas), SWBT will use volumes from the two (2) preceding Sundays.</u></p>		



**I. INTRALATA TOLL/ACCESS  
CONTRACTUAL DISPUTED ISSUES MATRIX  
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Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
		<u>6.X If the loss occurs on Mother's Day or Christmas, SWBT will use volumes from that day in the preceding year (if available).</u>		

**II. CUSTOMIZED ROUTING/OS/DA  
CONTRACTUAL DISPUTED ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
<p>1. <u>Customized Routing:</u></p> <p>How should any additional issues be resolved between the Parties?</p>	<p>AT&amp;T and SWBT have raised issues regarding customized routing related to the Parties' filing of issues prior to the finalization of the 9/30/97 contract. AT&amp;T strongly believes that those customized routing issues should be resolved with that filing so as not to delay market entry. However, if customized routing issues remain unresolved for any reason, AT&amp;T expressly raises them in this arbitration.</p> <p>The Parties will present contract language pertaining to any outstanding customized routing promptly following the Commissions' ruling on the 9/30/97 contract.</p>		<p>SWBT agrees that it has requested that the Commission resolve some issues concerning customized routing in a Joint Motion for Expedited Resolution of Issues.</p>	
<p>2. <u>Rate Quotations :</u></p> <p>Whether AT&amp;T should be forced to provide SWBT with AT&amp;T's OS/DA rates, when a zero minus transfer is immediate and allows customers who have chosen AT&amp;T for local service, to be quoted accurate rates and serviced directly by AT&amp;T.</p>	<ul style="list-style-type: none"> <li>• AT&amp;T's language should be included; AT&amp;T's language should be read together in order to achieve perspective about this issue.</li> <li>• The AT&amp;T language to which SWBT objects would allow AT&amp;T the option of having SWBT operators (acting on AT&amp;T's behalf) provide rate quote information to AT&amp;T customers. By objecting to the bolded and underlined language and inserting other language, SWBT would make AT&amp;T's providing rate quote information to SWBT a mandatory requirement, and take away AT&amp;T's option of having rate quote information provided via "zero minus transfer". If rate information is not provided to it, under SWBT's proposal SWBT would brand the calls as its own and quote its own rates.</li> </ul>	<p>Appendix DA - Resale Appendix OS - Resale Attachment 6: UNE Attachment 22: DA Facilities Based Attachment 23: OS Facilities Based</p> <p><b><u>XX When an AT&amp;T caller requests a quotation of rates, the call will be treated as an Operator Transfer Service request and SWBT will connect the caller to AT&amp;T's operator services for the purposes of providing a quotation of AT&amp;T's rates, thereby fulfilling the customer's request for a quotation of rates. When an AT&amp;T caller requests a quotation of rates, AT&amp;T will pay the rates and charges labeled "0- Transfer" on Appendix Pricing UNE - Schedule of Prices.</u></b></p>	<p>It is SWBT's understanding that this issue is resolved and that AT&amp;T will accept SWBT's procedures and rate.</p>	<p>SWBT opposes inclusion of AT&amp;T language because this issue has been agreed to without accepting AT&amp;T proposed language.</p>

**II. CUSTOMIZED ROUTING/OS/DA  
CONTRACTUAL DISPUTED ISSUES MATRIX  
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Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<ul style="list-style-type: none"> <li>Should AT&amp;T request for SWBT to quote AT&amp;T rates to customers, AT&amp;T will abide by SWBT's terms/conditions</li> <li>However, given that less than 1% of the OS/DA calls are for rate requests, and that AT&amp;T fully intends to utilize its own OS/DA platform, AT&amp;T should not be <u>required</u> by SWBT to pay for AT&amp;T's rates to be installed on each of SWBT's switches. Instead, AT&amp;T should have the option of requesting this service. Should AT&amp;T request SWBT to provide OS/DA rate quotations, then, AT&amp;T will pay for SWBT's expense to load AT&amp;T's rates. AT&amp;T should not, however, be denied the option of using zero minus transfer.</li> </ul>			
<p><b>3. Translation of 1-1411 to 900-xxx-xxxx</b></p> <p><u>SWBT Statement of the Issue:</u></p> <p>Does SWBT's obligation to customize route local directory assistance calls carry with it an obligation to change the fundamental nature of the signaling associated with those calls and thus the very nature of the operations of the SWBT end offices causing modification to the network as a whole?</p> <p><u>AT&amp;T Statement of the Issue:</u></p> <p>Should the contract recognize a reasonable technical procedure for implementing customized routing for DA services?</p>	<p>For the same reasons that it is important to include some specific time frames for implementation of customized routing, it also is important that the parties commit themselves to a reasonable technical means of implementing SWBT's chosen line class code solution in a way that is compatible with AT&amp;T's operator services and directory assistance platforms. For directory assistance, it has become apparent that SWBT's 5ESS and DMS100 switches can provide the functionality and features, including digit translation, to route the calls to AT&amp;T designated trunks via Feature Group D signaling. (For 1AESS and other switch types, the parties have agreed that these calls can be routed to the designated trunks via Modified Feature Group C signaling.) See</p>	<p>Appendix Customized Routing - Resale Attachment 6: UNE</p> <p><u><b>X.X At AT&amp;T's request, SWBT will provide the functionality and features, including digit translation (i.e., 1+411 to 900-XXX-XXXX) as specified by AT&amp;T, within the SWBT local switch (LS) to route AT&amp;T customer-dialed Directory Assistance local and intraLATA calls to the AT&amp;T designated trunks via Feature Group D signaling from SWBT's 5ESSs, DMS100 switches, and other switches as it becomes technically feasible, or as parties may otherwise agree, for direct-dialed calls, (i.e. 1+411, 1+Home/Foreign NPA-555-1212 sent paid).</b></u></p>	<p><i>The FCC's Interconnection Order requires that SWBT provide customize routing only from switches capable of providing customized routing. SWBT stands ready to implement customized routing via Line Class Codes. In addition, SWBT is developing an AIN based customized routing solution with a planned deployment of 12/31/97 which will allow a more efficient means to achieve customized routing. Nothing in the FCC's order contemplates or requires a signaling change such as the one sought here by AT&amp;T. SWBT has spent time and expense reviewing approaches proposed by AT&amp;T to modify the call signaling, all to no avail. Feature Group C signaling is the standard signaling associated with local directory assistance calls. The FCC ordered and the 8th Circuit Court supported that a LEC has no obligation</i></p>	<p>SWBT proposes the following language:</p> <p>Customized routing involves the direction of Operator Services, Directory Assistance and/or local calls as a class to the designated facilities of AT&amp;T. It does not include the ability to change the signaling associated with the custom routed call type or provide for any dialed digit translation. Any requests for such services will be made to SWBT through the Special Request Process and contain complete technical descriptions of the services being requested.</p>

**II. CUSTOMIZED ROUTING/OS/DA  
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Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>section 5.X.</p> <ul style="list-style-type: none"> <li>AT&amp;T's proposed language providing for this solution should be accepted in order to implement timely, nondiscriminatory access to the full functionality of unbundled local switching and as a reasonable means to implement the customized routing that the Act requires.</li> </ul>		<p><i>to make a fundamental change to its network to accommodate interconnectors. Therefore, SWBT has no obligation to agree to AT&amp;T desires of converting feature group C signaling for directory assistance call to a 900 number (feature group D signaling). Rather interconnectors are permitted to partake of SWBT's network as it stands.</i></p>	

### III. OPERATIONAL ISSUES CONTRACTUAL DISPUTED ISSUES MATRIX AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI

	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
<p><b>1. UNE Ordering and Provisioning</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>A) May AT&amp;T impose the conditions for all preordering, ordering, and provisioning functions for unbundled network elements?</p> <p>B) Should SWBT be required to modify its retail interfaces to support UNE when it has complied with development of new interfaces that specifically support UNEs?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>A) Should SWBT be required to provide to AT&amp;T all unbundled element capabilities in Exhibit A (Attachment 7) using an industry standard EDI interface?</p> <p>B) On an interim basis, until the parties can agree on an interface specification for UNE ordering, should SWBT be required to provide AT&amp;T access to EASE/LEX to order UNE loop and port combinations to provide services similar to the services SWBT provides to its end users?</p> <p>Alternatively, if SWBT is not ordered to make EASE/LEX available to order UNE loop and port combinations and to provide services similar to the services SWBT provides to its end users, what system should be made available in the interim for UNE transactions pending further development of the EDI interfaces?</p>	<p>A) Yes, SWBT should provide to AT&amp;T all of the functionality for ordering and pre-ordering for UNEs as outlined in Exhibit A (Attached). Provision of EDI interface would put AT&amp;T at parity with what SWBT provides to itself when offering service to an end user and would allow AT&amp;T to provide UNE based services to its end users at the same quality and timelines that SWBT provides such service to its end users.</p> <p>Many of the disagreements between the parties regarding provisions of industry standard EDI interface (Exhibit A) require resolution before the parties can mutually agree upon the data to be passed on the electronic interface. These disagreements will be resolved through this arbitration. However, in the interim of development of EDI, SWBT should be required to allow AT&amp;T to use EASE/LEX (until both parties have agreed upon and developed the necessary electronic interfaces) to process orders for UNE Loop and Port combinations that AT&amp;T will use to provide POTS service to its end users.</p> <p>AT&amp;T's language includes dispatch requirements and due dates in the information to be provided via the pre-order interface. SWBT's proposal does not. AT&amp;T should have the capability to provide its end users the same information that SWBT provides its end users. This information is important to the end user and AT&amp;T</p>	<p><b>Attachment 7</b></p> <p><u>3.X SWBT will provide an industry standard ordering EDI interface to enable AT&amp;T to perform all of the service order functions listed in Exhibit A to this Attachment (including migration, migration with changes, partial migration, new connects, disconnects, change orders, records only order, Outside Moves, T&amp;F order, supplemental orders, firm order confirmation, jeopardies, rejects, and order completion) for individual and combinations of elements (including individual elements, combinations, TSR to UNE, and UNE to TSR). SWBT will make this industry standard ordering EDI interface generally available for AT&amp;T's use by June 1, 1997, and available for testing not later than April, 1997. In addition, AT&amp;T and SWBT agree to develop a standard format for (1) ordering and provisioning, (2) time frame and mechanization requirements for transport and (3) Common Use Unbundled Network Elements (including, but not limited to signaling and call related databases, operator services and directory assistance), by June 30, 1997, or a mutually agreed upon date. In any event, SWBT will make all unbundled Network Elements available for ordering and purchase by AT&amp;T by June 1, 1997.</u></p>	<p>The SWBT OSS interfaces AT&amp;T will use to access SWBT OSS functions should be referenced in the interconnection agreement. SWBT Verigate, DataGate, LEX and EDI interfaces are compliant with the Missouri Arbitration Award in providing UNE preordering and ordering functions. SWBT and AT&amp;T interconnection agreement should reference these interfaces as the available electronic means for preordering and ordering.</p> <p>AT&amp;T proposal to use of LEX as an "interim" interface for ordering UNE loop and port combinations is acceptable and is available to AT&amp;T with SWBT proposed language. LEX or EDI provides all ordering functions for UNE, excluding dedicated transport which will be available via the industry guideline based NDM/UNIX Telis system which AT&amp;T and SWBT utilize today to order access services. AT&amp;T's reference to EASE is argumentative and illogical. SWBT EASE system is based upon its retail services and corresponding back end OSSs. The EASE systems are not designed to support UNEs, which are usage sensitive in nature and require different SWBT OSS. SWBT EDI and LEX interfaces are now available to fully support UNE, and therefore, EASE is not required for UNE.</p>	<p>SWBT proposes the following language:</p> <p>AT&amp;T and SWBT agree to implement an Electronic Gateway Interface (known as DataGate) and, or, Verigate, which will be transaction based, to provide the preordering information for Unbundled Network Elements (i.e., address verification, service and feature availability, telephone number assignment, due date (available by 1/1/98), dispatch information on 8db loop, and SWBT retail or resale Customer Service Record (CSR) Information in English. SWBT and AT&amp;T also agree to work together to implement an Electronic Data Interface (EDI) and, or, Local Service Request EXchange (LEX) system for ordering and provisioning of the following elements: unbundled Local Loop, unbundled Local Loop with Interim Number Portability, Interim Number Portability, unbundled Switch Ports and Loop with Port (generally available in EDI now, LEX 4Q97). For UNEs the order activity types, for example, may include new connect, change disconnect, records change, and migration as specified. Electronic Gateway Interface and Verigate for pre-order, and EDI and LEX for ordering and provisioning for the listed elements are available. By January 1, 1998 SWBT will provide due date preordering functionality for UNE combinations, i.e., loop with port, based upon functionality that is available for equivalent SWBT retail</p>

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	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>because AT&amp;T will need to coordinate any SWBT dispatch with the dispatch of its Inside Wire Vendor (if necessary) and the schedule of the end user.</p> <p>B) AT&amp;T had proposed interim use of a modified version of EASE for processing UNE transactions pending agreement on the specifications for and further development of the EDI interfaces. At its OSS presentation to the Texas Commission on June 24, 1997, SWBT commented on the similarities between the service order process for resale and the service order process for loop and switch port combinations. Because of this statement and because AT&amp;T personnel have received training on EASE, AT&amp;T believed that this proposal offered a short-term option pending further development of the EDI interfaces. Because SWBT identifies LEX as the interface available for use in ordering UNEs individually and in combinations, AT&amp;T assumes that this alternative will be more acceptable to SWBT. Given current difficulties being experienced in the development of the EDI interfaces, the availability of some interim electronic system solution is critical.</p>	<p>Exhibit A - Attached</p> <p><u>3.2.1 SWBT also will make available to AT&amp;T [EASE] [LEX], to be used by AT&amp;T on an interim basis prior to the development of an agreed upon UNE ordering interface, for the processing of UNE Loop and Port combination, used to provide POTS service by AT&amp;T, service orders. The following order types may be processed via [EASE] [LEX]: Conversion (with changes); Change (Features, Listings, InterLATA and IntraLATA [when available] Long Distance PICs); New Connect; Disconnect; From and To (change of premises with same service).</u></p>		<p>services.</p>
<p><b>2. <u>UNE Ordering and Provisioning</u></b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Should SWBT OSS systems be modified to accommodate ordering without product specification?</p>	<p>Yes, AT&amp;T and SWBT should develop processes that are as efficient as possible. It is inefficient for SWBT to ask AT&amp;T to provide information that already exists within SWBT databases. Requests for already existing information within SWBT's</p>	<p><u>Attachment 7</u></p> <p><u>5.X On a conversion as specified order, SWBT will not require AT&amp;T to provide data that already exists in SWBT's database.</u></p>	<p>For Resale, AT&amp;T has agreed to specify the service order detail. Therein, AT&amp;T is providing all Service and Equipment associate with Migration orders. This a basic requirement of order processing inherent in SWBT OSS ordering</p>	<p>SWBT proposes the following language:</p> <p>AT&amp;T is responsible to fully enumerate the ordering details of the UNE components to request SWBT provisioning of specified elements.</p>

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	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
<p><u>AT&amp;T Statement of Issue:</u></p> <p>Should AT&amp;T and SWBT be efficient in the design of their ordering processes and not be required to provide information that is already available to the requesting party?</p>	<p>databases also causes additional points for the order to fallout from the systems as human error is introduced. To minimize the fallout and manual work involved which can slow down the provisioning process, AT&amp;T should not be required to provide to SWBT information that already exists within SWBT.</p>		<p>functionality. The premise for specification of UNE design is no different. AT&amp;T should specify the UNE components it wishes SWBT to provision. Please consider, AT&amp;T will migrate customers to end-to-end UNEs who are not SWBT end users, but are served via SWBT Resale, partially SWBT UNEs, or end-to-end SWBT UNE combinations. If SWBT were to use it's data, what amount would AT&amp;T send? It would vary, as the data SWBT will possess will vary. The result would be a variety of scenarios, likely manual. The efficiency should be gained by consistent management of service requests. AT&amp;T should specify the data that it requests SWBT accurately provision.</p> <p>There is simply no requirement that SWBT itself determine as part of the UNE ordering process what UNEs AT&amp;T needs to accomplish AT&amp;T's objective in providing a particular service. AT&amp;T can itself obtain that information by using the appropriate SWBT operating support system services, which are available to AT&amp;T. As the FCC has explained, "requesting carriers must specify to incumbent LECs the network elements they seek before they can obtain such elements on an unbundled basis."</p> <p>For these reasons, SWBT language should be adopted.</p>	
<p><u>3. UNE Ordering and Provisioning</u></p> <p><u>SWBT Statement of Issue:</u></p>	<p>Yes, it is beneficial to both corporations to abide by industry guidelines. AT&amp;T does not wish</p>	<p><u>Attachment 7</u></p> <p><u>7.X When ordering elements,</u></p>	<p>SWBT has agreed to utilize national guidelines in deploying and maintaining its OSS interfaces.</p>	

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	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
<p>Should SWBT be required to adhere to every national guideline where such standards do not appropriately support the functionality of SWBT service offerings?</p> <p>Should AT&amp;T be allowed to determine what data elements SWBT and all other ILEC's need in order to process UNE order request?</p> <p><b>AT&amp;T Statement of Issue:</b></p> <p>Should UNE ordering and provisioning be based upon industry guidelines developed by Standards Bodies in which both parties are participants?</p>	<p>SWBT to impose ordering guidelines that are not compatible with the guidelines developed by the Ordering and billing Forum (OBF) in which we both participate and guidelines that are used by the rest of the industry.</p> <p>Ameritech has agreed with AT&amp;T that UNE loop and port combinations used to serve POTS customers can be ordered through standard OBF fields without having to use proprietary codes transmitted using the NC/NCI/SPEC fields.</p> <p>Use of industry standards simplifies the process and eliminates a further opportunity for delay on the part of SWBT and confusion on the part of both parties.</p>	<p><u>including either Customer-Specific Combinations or Common-Use Combinations, AT&amp;T may complete the order and specify the functionality of that Combination using national standards for ordering and provisioning. i.e, it will be necessary and sufficient for AT&amp;T to complete all fields on the LSR that the OBF has designated as required (or as conditional, if the condition is satisfied), unless both parties agree otherwise.</u></p>	<p>SWBT utilizes these guidelines as they are applicable to SWBT business requirements, not all are applicable nor are all fields identified that will be required. SWBT will provide AT&amp;T with its Local Service Order Requirements, (LSOR) based upon the OBF Local Service Ordering Guidelines (LSOG), to describe the ordering requirements and codes for ordering elements. This process is fundamental to determine the usage rules that will support the achievement of flowthrough of electronically submitted UNE service requests. When it comes to guidelines for code sets to identify the elements, the industry has yet to scratch the surface. SWBT has been proactive to employ Loop with Switch Port functionality, identifying fields to use in advance of standards, in its EDI Gateway for UNEs. The use of NC and NCI codes are another industry standardized means (Bellcore) of identifying network components. NC and NCI codes are very similar to SWBT and AT&amp;T agreed upon use of USOCs for the Resale ordering processes. The OBF LSR provides for the use of NC/NCI codes and SWBT needs these attributes to be provided by AT&amp;T. Use of these codes and processes are an appropriate way to provision, maintain, and modify UNEs.</p>	
<p><b>4. Interim Number Portability - LIDB data</b></p>	<p>Yes. Until long-term number portability is implemented, SWBT should accept AT&amp;T's updates to the</p>	<p><b>Attachment 14</b></p> <p>6.X SWBT agrees to populate its</p>	<p>No. SWBT has requirements from the FCC's Interconnection Order to provide AT&amp;T the capability to</p>	<p>SWBT proposes the following language:</p>



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	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
<p><u>SWBT Statement of Issue:</u></p> <p>Should SWBT update and or modify existing data in its LIDB when AT&amp;T ports a customer using INP?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should SWBT update and or modify existing data in its LIDB when AT&amp;T ports a customer using INP and supplies the LIDB data using industry standard forms?</p>	<p>Line Information Database (LIDB) through the industry standard OBF forms as defined by the Local Service Order Guide (LSOG) when AT&amp;T ports an existing SWBT customer using INP. In addition, if there is no change to the customer's existing LIDB functionality (e.g. collect/third party call blocking), SWBT should not remove the existing customer data from its LIDB. For an INP order, SWBT (if unchecked) is proposing to delete the existing customer record in their LIDB and requires AT&amp;T to repopulate the LIDB using SWBT's Service Management System (SMS). No other RBOC has imposed this completely unnecessary requirement on AT&amp;T.</p> <p>SWBT claims that the FCC's First Report and Order, ¶ 493* only requires SWBT to "provide access, on an unbundled basis, to the service management system (SMS), which allow competitors to create, modify, or update information in call-related databases." This paragraph in the FCC's Interconnection Order is irrelevant to SWBT's obligation to provide INP in accordance with the FCC's regulations. Under the Federal Act and the FCC's regulations, INP is a service that SWBT must provide on request including any necessary provisioning of the LIDB.</p> <p>SWBT's own retail systems today flow through information for SWBT's customers directly to the LIDB. Nondiscriminatory access to the OSS function requires that SWBT do the</p>	<p>Line Information Database (LIDB) with information, such as TLN calling cards and Billing Number Screening (BNS), regarding ported numbers for billing. SWBT will provide access to LIDB database interfaces to accomplish this function, or make input on behalf of AT&amp;T pursuant to LIDB data storage and administrative contracts. <u>Alternatively, AT&amp;T may provide the LIDB information using the standard OBF fields as defined in the LSOG (Local Services Order Guide).</u></p>	<p>directly update or modify its data in LIDB. Paragraph 493 of the Interconnection Order requires SWBT to "provide access, on an unbundled basis, to the service management system (SMS), which allow competitors to create, modify, or update information in call-related databases". In Paragraph 494 the FCC finds that "competing provide access to the SMS is technically feasible if it is provided in the same or equivalent manner that the incumbent LEC currently uses to provide such access to itself" The FCC also notes in paragraph 494 that "[c]ommenters argue that they need equal access to incumbent LECs' SMS to write or populate their own information in call-related databases" and references AT&amp;T as one of the commentators that so argued. The FCC further concludes in paragraph 494 that "whatever method is used, the incumbent LEC must provide the competing carrier with the information necessary to correctly enter or format for entry the information relevant for input into the incumbent LEC SMS."</p> <p>SWBT has met the requirements of the Interconnection Order with respect to the LIDB SMS. SWBT provides four interfaces that provide AT&amp;T equivalent access to the SMS. SWBT provides an Interactive Interface that is equivalent to the dial-up access of SWBT's database administration center. SWBT provides a Service Order Entry Interface that is equivalent to the bulk transfer feed SWBT uses to</p>	<p>SWBT will provide AT&amp;T with interfaces that allow AT&amp;T to access SWBT's LIDB service management system (SMS). These interfaces will allow AT&amp;T to create, modify, and delete AT&amp;T line records for ported numbers. SWBT will provide interfaces to the LIDB SMS to accomplish this function.</p>

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	<p>same for new entrants. SWBT is asking that AT&amp;T manually update the LIDB with customer information for every AT&amp;T customer. AT&amp;T is willing to specify all of the necessary information to SWBT on the customer service order, and SWBT should update the LIDB just as it updates other databases such as 911/E911 and directory listings.</p> <p>SWBT also claims that there are security reasons that keep it from updating the LIDB. AT&amp;T finds it peculiar that SWBT singles out this particular database when it today updates its own switch, directory listings, 911/E911 etc., with the information that AT&amp;T provides over the service order. SWBT is trying to introduce manual work on the part of AT&amp;T to slow down the service order process and create additional costs to AT&amp;T.</p> <p>* First Report and Order, Implementation of the Local Competition Provisions in The Telecommunications Act of 1996, CC Docket No. 96-98 (August 8, 1996) ("First Report and Order").</p>		<p>update its own records from service orders. SWBT provides a Tape Load Facility Interface that is equivalent to the tape load process SWBT uses for initial product loads. SWBT provides a LIDB Editor Interface that is equivalent to the emergency update process SWBT uses when the SMS is down or otherwise unable to communicate with LIDB.</p> <p>In paragraph 494, the FCC provided an example of what it considered equivalent access: "For example, if the incumbent LEC inputs information into the SMS using magnetic tapes, the competitive carrier must be able to create and submit magnetic tapes for the incumbent to input into the SMS in the same way the incumbent inputs its own magnetic tapes" (emphasis added). This SWBT has done. AT&amp;T asks that SWBT be forced to develop functionalities beyond the requirements of the Act and the FCC Order.</p> <p>SWBT cannot feasibly meet AT&amp;T's request and still meet the requirements of the FCC's Interconnection Order. SWBT's SMS has security features which partition data from unauthorized access. This security capability allows SWBT to partition data so that one LSP cannot view or modify the data of another LSP or SWBT. This security capability drives off of record creation. If AT&amp;T creates its own customer data, as the FCC decided, then SWBT can keep other companies from accessing, viewing,</p>	

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	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
			modifying, or deleting the AT&T customer data. If, on the other hand, SWBT creates AT&T's data, and then provides AT&T with its equivalent, access to the SMS (which SWBT is obligated to do based on the FCC's Interconnection Order), then AT&T gains access to all of SWBT's customer records and the customer records of every LSP (such as reseller LSPs) records which SWBT also created. This access gives AT&T the ability to view, modify, and delete those records. Neither the Act nor the FCC support AT&T's requests.	
<p><b>5. Billing</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>This issue has been resolved in recent negotiations.</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>a. Should SWBT impose a requirement on AT&amp;T that assigns multiple Billing Account Numbers (BANs) within a Regional Accounting Office (RAO) because of SWBT systems deficiencies?</p> <p>b. May AT&amp;T order resale or UNE service on the basis of a single BAN per RAO?</p>	<p>a. No. It is more efficient for SWBT to assign AT&amp;T one BAN each, per RAO for residential and business customers. AT&amp;T's request is technically feasible and can be implemented by SWBT. To the extent that deficiencies exist in SWBT's billing systems, AT&amp;T is willing to work with SWBT. A more efficient automated service order and billing process is beneficial to the industry as manual intervention always leaves room for human error that could cause fallout of service orders.</p> <p>SWBT, on the other hand, would require multiple BANS per RAO, which will require extensive manual work by AT&amp;T to send SWBT service orders.</p> <p>The parties have moved toward agreement for resolving this issue, but have not reached final resolution. In</p>	<p><u>Attachment 9: Billing-UNE</u></p> <p><u>2.X SWBT will assign to AT&amp;T one Billing Account Number (BAN) per Regional Accounting Office (RAO) for consumer and one BAN per RAO for business.</u></p> <p><u>Attachment 4: Connectivity Billing-Resale</u></p> <p><u>2.X SWBT will assign to AT&amp;T one Billing Account Number (BAN) per Regional Accounting Office (RAO) for consumer and one BAN per RAO for business.</u></p>	<p>Billing - UNE Attachment 9, Section 2.5</p> <p>SWBT and AT&amp;T have mutually agreed that SWBT will provide a Billing Account Number (BAN) for each class of service within the same LATA. There is no distinction between Residence and Business for unbundled network elements.</p>	<p>Attachment 9: Billing - UNE</p> <p>SWBT proposes the following language:</p> <p>SWBT and AT&amp;T have mutually agreed that SWBT will provide a BAN for each class of service within the same LATA. There is no distinction between Residence and Business for unbundled network elements.</p> <p>SWBT proposes the following language:</p> <p>Resale Attachment 4 - Connectivity Billing</p> <p>SWBT proposes the following language:</p> <p>SWBT and AT&amp;T have mutually agreed that SWBT will provide a BAN for each billing period for</p>

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	<p>the Texas arbitration, SWBT's witness referred to agreement on the concept of a "mega-bill." Under the proposed "mega-bill" compromise, SWBT would render monthly to AT&amp;T a summary bill for each RAO – one for resale and one for unbundled network elements/mutual compensation. That "mega-bill" would be accompanied by separate detail data files; the billing data in the detail data would be aggregated at the LATA level, rather than the RAO.</p> <p>As AT&amp;T has advised SWBT, this "mega-bill" compromise offers a satisfactory solution to the RAO/LATA billing issue, <i>but only if</i> AT&amp;T may order resale or UNE service on the basis of a single BAN per RAO, rather than face continued BAN proliferation as it passes increasing numbers of orders. The parties have not yet agreed on this aspect of the compromise, so the issue remains in dispute.</p> <p>b. Yes. See discussion in a. above.</p>			residence end-users within a RAO and a BAN for each billing period for Business within the RAO.
<p><b>6. UNE Provisioning and Ordering</b></p> <p>Should SWBT and AT&amp;T have to jointly develop process metrics requirements for new processes and electronic interfaces that are implemented between AT&amp;T and SWBT?</p>	<p>AT&amp;T's proposed language will commit the parties to develop process performance requirements as new processes and new electronic interfaces are implemented between them. SWBT agreed to parallel language in the resale context. AT&amp;T's language is a reasonable, limited measure to provide some assurance that the processes developed between the parties will function effectively.</p>	<p><b><u>Attachment 7</u></b></p> <p><b><u>8.X When new processes and electronic interfaces are implemented between AT&amp;T and SWBT, SWBT and AT&amp;T will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and AT&amp;T. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.</u></b></p>	<p>This issue should be addressed in the performance measurements attachment of the agreement</p> <p>Though SWBT agrees to work with AT&amp;T to improve the functionality of the OSS interfaces, it would be improper to impose performance metrics associated with the individual OSS interfaces, functions or processes. These new interfaces, new users, and new procedures require and will receive close monitoring and an extensive</p>	<p>SWBT proposes the following language:</p> <p>When SWBT implements new processes or electronic interfaces, SWBT will notify AT&amp;T of the new process or electronic interface if same materially affects any other portion of this Agreement. In such case, SWBT will also notify AT&amp;T of SWBT's performance expectations for the new process or electronic interface. SWBT will provide performance results to AT&amp;T at 90</p>

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		<p><b>Attachment 2</b></p> <p><u>7.X When new processes and electronic interfaces are implemented between AT&amp;T and SWBT, SWBT and AT&amp;T will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and AT&amp;T. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.</u></p>	<p>process improvement actions as a part of ongoing implementation. However, this new environment does not support the proper establishment of meaningful measurements or comparisons.</p>	<p>day intervals until two successive sets of results meet expectations.</p> <p>SWBT proposes the following language:</p> <p>When SWBT implements new processes or electronic interfaces, SWBT will notify AT&amp;T of the new process or electronic interface if same materially affects any other portion of this Agreement. In such case, SWBT will also notify AT&amp;T of SWBT's performance expectations for the new process or electronic interface. SWBT will provide performance results to AT&amp;T at 90 day intervals until two successive sets of results meet expectations.</p>
<p><b>7. UNE Provisioning and Ordering</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>May AT&amp;T impose the conditions for all preordering, ordering, and provisioning functions for resold services to unbundled network elements?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should SWBT be required to provide to AT&amp;T access to the same types of operational support systems information and functions for UNE pre-ordering, ordering and provisioning with the same timing and quality it provides to itself when it provides a service to its end users equivalent to the service AT&amp;T will</p>	<p>Yes. AT&amp;T should be provided access to operational support systems for UNE pre-ordering, ordering and provisioning at parity with that available to SWBT. AT&amp;T should not be put at a competitive disadvantage as a new competitor and not allowed access to the same functionality provided by SWBT customers. AT&amp;T end users should be at parity with SWBT end users for equivalent services provided to them via SWBT or via AT&amp;T using UNE. See also IV UNE Parity Matrix issue 1.</p>	<p><b>Attachment 3</b></p> <p><u>SWBT will provide AT&amp;T with information which will allow AT&amp;T to inform its customers using the services covered by this attachment of missed appointments, within the same time frames that SWBT becomes aware that such appointments will be missed.</u></p> <p><b>Attachment 7</b></p> <p>1.X For all unbundled Network Elements and Combinations ordered under this Agreement, SWBT will provide pre-order, ordering and</p>	<p>SWBT has re-evaluated the work required to provide UNE Parity. In order to provide non discriminatory access SWBT will modify its back office systems to provide UNE Parity to AT&amp;T.</p>	<p>SWBT proposes the following language:</p> <p>Attachment 3</p> <p>When AT&amp;T utilizes Electronic Bonding Interface for Repair functions SWBT will provide AT&amp;T with information which will allow AT&amp;T to inform its customers using the services covered by this attachment of missed appointments, within the same time frames that SWBT becomes aware that such appointments will be missed.</p> <p>Attachment 7</p> <p>1.X For all UNEs and Combinations</p>

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provide its end users using UNEs?		provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from AT&T) to the services SWBT provides to its end users <u>for an equivalent service.</u> <u>When UNEs are ordered in combination, for example, loop and switch port, the service must be supported by all the functionalities provided to SWBT's local exchange service customers. This will include but is not limited to, MLT testing, Dispatch scheduling, and Real time Due Date assignment. The ordering and provisioning to support these services will be provided in an efficient manner which meets or exceeds the performance metrics SWBT achieves when providing the equivalent end user services to an end user.</u>		ordered SWBT will provide preordering, ordering, and provisioning services equal in quality and speed (speed to be measured by the time SWBT receives the service order from AT&T) to the services SWBT provides to its end users for an analogous retail service. When UNEs are ordered in combination, for example, loop and switch port, the elements will be supported by all the functionalities provided to SWBT's local exchange service customers. This will include, but is not limited to, MLT testing, Dispatch scheduling, and analogous retail service Due Dates availability by January 1, 1998.
8a. <u>UNE Provisioning and Ordering</u>  Should SWBT develop the capability to perform pre-testing and to provide test results to AT&T by January of 1998?	Yes. The parties had agreed to include in a Interconnection agreement language providing pre-testing and providing test results in support of both UNE and Resale services where available. In further discussions, SWBT has indicated that it will never be available. AT&T's proposed language will commit the parties to develop the capability within a reasonable timeframe. When turning up new service, it is imperative that AT&T manage the reliability of the customer's service being provisioned. AT&T's language is a reasonable measure to provide some assurance that the processes developed	<u>Attachment 7: O &amp; P UNE</u>  <u>6.X SWBT will perform pre testing and will provide in writing (hard copy) or electronically, as directed by AT&amp;T, all test and turn up results in support of Unbundled Network Elements or Combinations ordered by AT&amp;T.</u> This capability will be available by January 1998 or as agreed by the Parties.  <u>Attachment 2: O &amp; P-Resale</u>  <u>4.X. SWBT will perform pre-testing and will provide in writing</u>	No! 1. SWBT does not do testing (transmission and noise) on POTS services today and we will not perform any on combined UNE switch ports and standard loops. 2. There is no OSS available to manage this test data. 3. Installers and Frame personnel who perform these installations do not have test sets for performing tests. 4. "SWBT will perform pre-testing" has never been defined. 5. SWBT does not foresee a purpose for these tests in a customer environment. SWBT should not be required to develop functionality for one LSP that will negatively impact service to other	(SWBT opposes inclusion of AT&T language.)

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	between the parties will function effectively. AT&T has proposed a date certain of January , 1998 at which time this capability is to be available.	<u>(hard copy) or electronically, as directed by AT&amp;T, all test and turn up results in support of Resale services ordered by AT&amp;T. This capability will be available by January 1998 or as agreed by the Parties.</u>	LSPs or SWBT.  The FCC Interconnection Order, at paragraph 523 requires only that an incumbent local exchange carrier provide access to those operation support systems that are currently available to itself. The 8th Circuit Iowa Utilities decision confirmed that access to unbundling is required only to an incumbent LECs existing network. AT&T is requesting a "yet unbuilt" form of access.	
<b>8b. Should all billing and usage data provided for under the Interconnection Agreement, (e.g., mutual compensation, resale, UNE) be delivered to AT&amp;T in a single transmission in CABS-like format?</b>	<p>Yes. All billing under the contract will be in a CABS-like format, in accordance with the Commission's Arbitration Award. All that billing also should be on the same cycle. All billing and usage data for each cycle should be provided to AT&amp;T in a single transmission. This transmission would include billing and usage data for mutual compensation, as well as resale, unbundled network elements, and other matters, if any, to be billed to AT&amp;T by SWBT under the contract. A single comprehensive billing transmission will enable both parties to most efficiently track the various transactions and interrelationships among the different bills.</p> <p>AT&amp;T's proposed Section 12.2 to Attachment 9, providing for a single billing transmission, should be approved.</p>	<p><b>Attachment 9</b></p> <p><u><b>12.X Billing for mutual compensation will be in accordance with a CABS format billing system to be implemented as soon as possible after the Ordering and Billing Forum (OBF) issues its final CABS release. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the CABS-like format mutually agreed by the Parties by July 1, 1997. All usage information will be presented to AT&amp;T on a single transmission.</b></u></p>	<p>SWBT language should be accepted since it is consistent with the Commission's Order in this arbitration.</p> <p>Southwestern Bell recognizes the desire to have mutual compensation billing in a standard format. This is accomplished by the existing industry standard billing systems. The existing industry billing systems vary depending on the jurisdiction of the traffic. CABS is utilized for IXC carried interstate and intrastate access. This Primary Carrier system has been modified to also accommodate local compensation.</p> <p>This billing process is currently in operation and being utilized by more than 150 independent companies and local service providers. The process is not new. It was first implemented in Missouri between all the LECs in July 1988 in response to the Missouri Public Service Commission Case No. TO-84-222. For ease of use, the intercompany</p>	<p>SWBT proposes the following language:</p> <p>The Parties understand that there are currently no CABS standards concerning the format of billing data for mutual compensation adopted by OBF. If and when OBF issues CABS standards concerning the format of billing data for mutual compensation, SWBT agrees to review and consider for implementation said standards. The format of billing data for mutual compensation will be either CABS or CABS-like at SWBT's sole discretion.</p>

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			<p>mutual compensation bill can be provided on diskette or on paper. The bill incorporates all the existing access billing elements (i.e., local transport, end office switching, CCL, etc.) at an end office level.</p> <p>Changes to the Primary Carrier billing process to accommodate an LSPs unique request would in fact require major programming in both the data accumulation process and the access billing process. This change is unreasonable since we already have a system that will properly calculate compensation and our other billing systems relating to the interconnection agreement would remain unchanged. The LSP will not receive a consolidated bill. In addition to the CABS and Primary Carrier access billing, they will also receive billing from the Independent Billing Information System (IBIS) for contractual agreements in its standard format and from CRIS for resale. SWB provides standard access billing to all companies. We do not provide unique intercompany mutual compensation billing formats. If an LSP agrees to participate in the mutual compensation plan in one SWB state, the plan remains similar in the other SWB states. This standardization allows the LSP to have intercompany mutual compensation with over 150 LECs in SWB territory. Southwestern Bell administers a clearinghouse process that is necessary for settling alternately billed messages (calling card, 3<sup>rd</sup> number, collect) for all</p>	



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			LECs and LSPs in SWB territory. This process utilizes the same records that are used for intercompany intraLATA toll and local compensation. The CABS process has no provisions for the settlement or billing of these messages.	
<p>9.</p> <p><u>SWBT Statement of Issue:</u></p> <p>Should SWBT be able to establish an EDI gateway based upon its business requirements in advance of standards in order to maximize the ordering functionality and efficiency?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should AT&amp;T be able to use standard OBF conventions for ordering common-use unbundled network elements?</p>	<p>Yes. AT&amp;T's language would ensure that the ordering and provisioning of unbundled network elements would comply with OBF standards. SWBT has agreed in other sections of the Agreement to use standards developed by the OBF. It is not clear why SWBT would resist and object to AT&amp;T's language to use and to abide by OBF guidelines.</p> <p>It is advantageous for all LSPs to utilize nationally-accepted standards for ordering and provisioning whenever possible. National standards are developed in an effort to promote the spread of competition across state barriers and into other incumbent LECs' territories. In this circumstance, it is more reasonable to have the parties abide by OBF standards than attempt to devise mutually-agreed upon standards that may never materialize. See also Issue 3 above.</p>	<p><u>Attachment 7</u></p> <p><u>1.X Combinations will be identified and described by AT&amp;T so that they can be ordered and provisioned together. All elements and functionalities will be enumerated using OBF defined fields (e.g., Pulse, Sgnl (signaling), TBE (Toll Billing Indicator, Feature, Feature Detail) and industry standard formats.</u></p>	<p>SWBT has agreed to utilize national guidelines in deploying and maintaining its national guideline based interfaces. These industry guidelines continuously evolve to specify all the fields and valid content that may be necessary for every industry participant. SWBT utilizes these guidelines as they are applicable to SWBT business requirements, not all are. In addition, SWBT has negotiated in advance of standards many times with AT&amp;T and established locations for data required, but not yet defined in the OBF formats. Where industry guidelines are applicable to SWBT business requirements they will be used.</p> <p>When it comes to guidelines for codesets, the industry has yet to scratch the surface. SWBT is nondiscriminatorily utilizing its own complete set of product, service, and element identification codes to accurately provision, maintain, and modify UNEs, and Resale services, as lawfully defined. This enables Gateway users to order all SWBT products, not just those the industry has mapped. While SWBT is assisting in the development of national code sets, deploying</p>	<p>(SWBT opposes inclusion of AT&amp;T language.)</p>

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			<p>complete code sets into all ILEC gateways will take years.</p> <p>To illustrate how unique this potential situation is, consider for example, a retailer like Walmart. Walmart is extremely stringent of its suppliers so it may accurately and efficiently identify the products it needs via EDI ordering processes. However, Walmart does not demand that all manufacturers of similar items create common product codes. Walmart does require that each manufacturer have a unique identification number and a universal product code (UPC) for each product. It is Walmart, the retailer, that manages these product code classifications and modifications. Further, when Walmart orders products, it specifies exactly what should be delivered and where. Likewise, LSPs have the responsibility of ordering products or elements based upon each "manufacturer's" product identifiers and specify where and how to "ship" products to defined locations.</p>	

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<p><b>1. Parity: Overview</b></p> <p><b>SWBT Statement of Issue:</b></p> <p>By ordering "combinations" of UNEs, may AT&amp;T force SWBT to choose what UNEs AT&amp;T will need for the desired service and provide them at rates which are less than the sum of the respective rates for each constituent element?</p> <p><b>AT&amp;T Statement of Issue:</b></p> <p>When AT&amp;T orders a combination of unbundled network elements, and specifies the service it intends to provide using that combination (e.g., POTS, ISDN), should SWBT provide the requested elements with at least the same functionality, performance quality, and operations systems support that is available to SWBT for providing equivalent service to its customers?</p>	<p>Yes. AT&amp;T should be able to provide a service using UNE elements equivalent to that provided by SWBT to its customers. SWBT's business and "policy" positions conspire to lower the level of service, limit the functionality, and raise the price of UNEs in such a way that would discourage competition in Missouri.</p> <p>Through the loops, switches, transport facilities, and other elements that comprise the SWBT network, SWBT is able to market and deliver telecommunications services to its customers with a certain range of functionality, quality, and speed. If AT&amp;T and other LSPs are to have the opportunity to compete successfully for local service customers using unbundled network elements, their access to SWBT's UNEs must provide them the opportunity at least to match the functionality, quality, and speed of service offered by SWBT through those same elements. SWBT's implementation plans, however, made manifest in contract negotiations, are certain to deny AT&amp;T access to unbundled elements on a parity basis with SWBT itself.</p> <p>This issue arises in several contexts. When SWBT uses a loop and switch port to serve a POTS customer, the customer's loop is automatically tested by the Mechanized Loop Testing (MLT) system in the local switch. Proactive maintenance is provided to the customer through the Local Maintenance Operation System.</p>	<p><b>Attachment 6</b></p> <p><b><u>2.X When AT&amp;T orders unbundled Network Elements in combination, and identifies to SWBT the type of telecommunications service it intends to deliver to its end-user customer through that combination (e.g., POTS, ISDN), SWBT will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SWBT provides through its own network to its local exchange service customers receiving equivalent service, unless AT&amp;T requests a lesser or greater quality of performance through the Special Request process. For example, loop/switch port combinations ordered by AT&amp;T for POTS, service will include, without limitation, MLT testing, real time due date assignment, dispatch scheduling, service turn-up without interruption of customer service, and speed and quality of maintenance, at parity with SWBT's delivery of service to its POTS customers served through equivalent SWBT loop and switch ports. Network element combinations provided to AT&amp;T by SWBT will meet or exceed all performance criteria and measurements that SWBT achieves when providing equivalent end-user service to its local exchange</u></b></p>	<p>SWBT intends to provide UNEs to AT&amp;T individually or in combination. Nevertheless, AT&amp;T demands that SWBT undertake additional duties that are not required by the Act or by this Commission. AT&amp;T wants to order what it calls a UNE "platform" from SWBT. This means AT&amp;T seeks the right to specify a retail service and then require SWBT to identify and assemble the combination of UNEs necessary to provide that service. AT&amp;T would then obligate SWBT to provide that "platform" at less than the sum of respective rates established for each constituent UNE. This strategy should be rejected for five principal reasons.</p> <p>First, SWBT cannot be obligated to choose the UNEs necessary for AT&amp;T to provide a service. SWBT has configured its systems to process orders for resold services (as such) and orders for UNEs (as such). This is consistent with the FCC's requirement that UNEs be offered separately, for a separate charge, 47 C.F.R. § 51.307(d), as well as the requirement that "an incumbent LEC must provide, upon request, nondiscriminatory access to operations support systems functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing of UNEs under section 251(c)(3) and resold services under section 251(c)(4)." Interconnection Order ¶ 525. However, there simply is no requirement that SWBT itself determine as part of the UNE ordering</p>	<p>(SWBT opposes inclusion of AT&amp;T language.)</p>

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	<p>When AT&amp;T orders that same loop and switch port to serve a POTS customer, however, SWBT plans to reclassify the elements as "designed circuits", eliminate MLT testing of the loop, and maintain them under a non-automated Work Force Administration system. To take another example, when a prospective POTS customer calls a SWBT customer service representative, SWBT's operations support systems provide that customer service representative with electronic access to dispatch requirements and due date information. However, SWBT holds to the position that its operations support systems will not provide AT&amp;T customer service representatives with that same information when they seek to order unbundled network elements to provide comparable service to the same prospective POTS customers. Similarly, when a SWBT customer service representative completes an order for POTS service, SWBT's systems automatically flow through the relevant information to populate the LIDB database. Although AT&amp;T will be required to provide the relevant information for LIDB on its orders for unbundled network elements, SWBT has set up its systems so that this "flow-through" capability will not be available to AT&amp;T or other LSPs. Rather, each LSP will have to develop an alternative system for populating SWBT's LIDB database with information for the LSP's customers.</p> <p>In each of these instances, the same difference in perspective separates</p>	<p><u>service customers (e.g., POTS, ISDN).</u></p>	<p>process what UNEs AT&amp;T needs to accomplish AT&amp;T's objective in providing a particular service. AT&amp;T can obtain that information by using the appropriate SWBT operation support services, which are available to AT&amp;T. As the FCC has explained, "requesting carriers must specify to incumbent LECs the network elements they seek before they can obtain such elements on an unbundled basis." <i>Id.</i> LJ 297. AT&amp;T bears the responsibility for deciding what UNEs to order.</p> <p>Second, AT&amp;T wants SWBT to combine UNEs into a "platform" and provide them at less than the sum of their separate unbundled rates. In this manner, AT&amp;T hopes to eliminate the non-recurring charge associated with each separate element. SWBT is not required to comply with AT&amp;T's request because it would unjustifiably permit AT&amp;T to avoid payment of the separate unbundled rates to which SWBT is entitled under the Act.</p> <p>Under the cost-based rates for UNEs, each element has associated with it a monthly recurring rate and, at the time the element is ordered, a non-recurring rate. With its proposed contract language, AT&amp;T will seek to eliminate the non-recurring rate by ordering the UNEs in an "interconnected" package. This violates the Act as well as the rules of the FCC, which require that network elements be offered on an "unbundled basis" (Section 251(c)(3); and that these elements be separately offered</p>	

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	<p>SWBT and AT&amp;T. SWBT disclaims any obligation to make the network elements available to AT&amp;T and other LSPs so that they may use those elements on a par with SWBT (to the extent technically feasible) in competing to provide telecommunications service to customers. Rather, SWBT maintains that it does not provide unbundled network elements "to itself" and that its only obligation is to provide equal access to unbundled network elements to all LSPs. According to SWBT, it is irrelevant if that equal access leaves all the LSPs at a substantial disadvantage to SWBT in competing for POTS customers.</p> <p>This Commission's 12/11/96 Arbitration Award established that SWBT must provide unrestricted access to the unbundled network elements identified by the Commission. (Arbitration Award at p. 13.) The recent 8<sup>th</sup> circuit court July 18, 1997 decision in <i>Iowa Utilities Board v. FCC</i> states that LSPs may not be required to own or control any of their own local exchange facilities before they can purchase or use unbundled elements to provide a telecommunications service. This ruling opened an important pathway by which LSPs will be able to use unbundled network elements to offer competitive services to Missouri consumers. A new entrant may order from SWBT the complete combination of elements needed in order to deliver telecommunications service to a retail customer through a physical</p>		<p>and separately priced (47 C.F.R. § 51.307(d) (1997)).</p> <p>SWBT is entitled to make and collect a separate charge for each separate UNE. There may be systems, databases and records that must be updated in order to provide that UNE to AT&amp;T. These costs are included in the non-recurring charge associated with each UNE, and SWBT has the right to recover these costs.</p> <p>Third, AT&amp;T's request is an excellent example of its "sham" unbundling or de facto resale. Indeed, AT&amp;T's attempt is an unmistakable gambit to avoid the mandates of the Act. Forcing SWBT to offer up UNEs in combination in this manner will not only allow AT&amp;T to create a "service" without installing any facilities, but also allow it to obtain those UNEs at less than the specified UNE rates. This is totally unjustified under the FTA. While SWBT will offer UNEs to a non-facilities based LSP like AT&amp;T, consistent with Section 251(c)(3) of the Act, it certainly is not required also to choose what UNEs to provide and to recover less than the full unbundled rate.</p> <p>AT&amp;T seeks to convert SWBT's retail customers "as is" to AT&amp;T's repackaged unbundled network service offerings and to avoid paying service activation and other nonrecurring charges associated with the provisioning of those unbundled network elements. This is AT&amp;T's latest attempt in a series to rewrite the</p>	

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ISSUE	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>configuration of network facilities that is unchanged from the facilities that serve the customer today. This UNE "platform," offers an economic, marketing, and technical basis for transition to facilities-based competition.</p> <p>The FCC and each of the state commissions in SWBT's traditional local service territory all agree that LSPs may purchase and use the UNE platform for competitive entry, without a requirement that the LSP own its own facilities. See FCC Order, ¶ 331; Kansas Arbitration Order at 43; Missouri Arbitration Order at 13; Texas award at 16; Arkansas Arbitration Order at 28; Oklahoma Arbitration Order Regarding Unresolved Issues at 5. SWBT, however, continues to resist the UNE platform at every turn, not only by its appeals, where it characterizes the UNE platform as "sham unbundling," but also in its contract negotiations and UNE implementation plans. SWBT's plans for UNE implementation will effectively deny LSPs the capability to compete for POTS customers via the UNE platform.</p> <p>This proposed AT&amp;T language directly addresses this conflict. It will define "parity" of access to unbundled network element combinations from the only perspective that will create a meaningful opportunity for competition -- the ability to deliver equivalent service to the end-user customer. AT&amp;T will indicate on orders for</p>		<p>law to its own liking and to obtain unlawful and discriminatory preferences.</p> <p>Section 252(d)(3) says how the wholesale discount for SWBT's resold services is to be determined and directs that it be on the basis of retail rates less SWBT's avoided costs. Pursuant to the directive, this Commission determined the discount to be 19.2% for SWBT in Missouri.</p> <p>Not content with the 19.2% discount, AT&amp;T seeks to order the same retail service for resale at a higher effective discount simply by labeling it as an order for unbundled network elements or a "UNE Platform", SWBT estimates that AT&amp;T can raise the discount from 19.2% to approximately 50 - 70%, which is consistent with AT&amp;T's objective all along to achieve a wholesale discount of between 35% and 50%.</p> <p>Indeed, AT&amp;T's General Counsel John Zeglis has now admitted that this was AT&amp;T's objective. Speaking to a group of investment analysts, Mr. Zeglis recently stated: "<u>Another way to resell</u>, and one that figures prominently in our plans, is <u>what we've been calling the unbundled network element</u>." [Emphasis Added]. Using Pennsylvania as an example, Mr. Zeglis said this causes the wholesale discount to increase from 25.9% to a 52% discount for a customer who buys \$25 of long distance and \$5 of local toll per month and a 64% discount for a \$75 toll</p>	

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Issue	Reason why language should be included or excluded	AT&T Language	Reason why language should be included or excluded	SWBT Language
	<p>combinations of elements the type of service it intends to deliver over those elements (e.g., POTS, ISDN) – indeed, this is a requirement of the ordering processes developed in implementation of the Missouri Interconnection Agreement. In turn, SWBT will be required to provide the requested elements with all of the functionality, and with at least the same quality of performance and operations systems support, that SWBT provides through its own network to its local exchange customers receiving equivalent service. Unless LSPs are provided with access to SWBT's UNEs in a manner that provides them with an opportunity to deliver equivalent service to end-user customers, then the access to unbundled network elements previously ordered by this Commission will remain access in name only.</p>		<p>customer with \$5 of intraLATA toll. Mr. Zeglis goes on to suggest two other favorable aspects of this so-called resale option that appeal to his company: (1) the avoidance of access charges (despite Congress expressly preserving the existing access charge scheme in subsections 251(d)(3) and 251(g)); and (2) the opportunity to collect (or forego collecting) the subscriber line charge revenue (and possibly even to receive universal service support notwithstanding the fact that AT&amp;T would be deploying no facilities of its own). pp. 5-6. The patent unfairness and absurdity of AT&amp;T's rebundling argument is further demonstrated by this approach. In the 8<sup>th</sup> circuit case, the court held that although the petitioners may order all the UNEs necessary to provide a telephone service without owning any facilities, such provisioning is significantly different than resale. As the 8<sup>th</sup> circuit held at Par. 148, in determining that the obligation to combine UNEs fall exclusively to the requesting carrier, the court stated "a carrier providing services through UNEs must make up front investments that need not be done for resale.</p> <p>Here, AT&amp;T wants to take the matter a step further and not even pay the non-recurring costs of provisioning the unbundled network elements. The effect of this proposal would be to substantially increase the effective discount even further than the approximately 50% - 70%, based on SWBT's estimate. AT&amp;T reasons</p>	

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			<p>that, since there allegedly is no change in the features or functionality necessary to serve the "as is" customer, it should not have to pay any non-recurring charges.</p> <p>AT&amp;T cannot have it both ways – namely, calling its service unbundled for one purpose and treating it as strict resale in another. Clearly, it costs SWBT more, even in an "as is" context, to provision unbundled network elements than it does to provide a retail service via resale, and in the provisioning of unbundled network elements more is involved than just a service order change. In the retail context, SWBT is not required to identify or to bill for the individual network elements and can implement the service with relatively little change. The opposite is true in the case of unbundled network elements where it is incumbent on the ordering carrier to specify the desired elements; for them to be separately provisioned and billed as components. Designating the change order "as is" does not simplify the process and, in fact, complicates it by shifting to SWBT the responsibility to determine what unbundled network elements are needed or desired by the carrier. AT&amp;T can, of course, avoid these charges by ordering the bundled/resold service. What it cannot or should not be allowed to do is order the unbundled service and then seek to avoid the associated unbundling costs or its responsibility to designate the individual elements ordered. That result would be</p>	



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Issue	Reason why AT&T language should be included or excluded	AT&T Language	Reason why SWBT language should be included or excluded	SWBT Language
			<p>contrary to Section 252(d)(1) which allows the provisioning carrier to recover its costs and would be discriminatory because in all other (non-as is) instances the ordering carrier would be required to pay such costs.</p> <p>Finally, AT&amp;T predicts ominously that without its UNE Platform method of service, SWBT will "force a customer service outage whenever a SWBT customer is converted to UNE-based service." This assertion misstates the facts. AT&amp;T has the ability to achieve conversion from a SWBT service to UNE-based service with minimal end user customer service interruption.</p> <p>Based on all the foregoing, the Commission should reject AT&amp;T's language.</p>	
<p><b>2. Ordering, Provisioning, and Maintenance: Access to Information</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>May AT&amp;T dictate to SWBT what systems it will provide and when it will make such systems available when such systems go beyond what SWBT provides to itself?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should SWBT provide AT&amp;T with parity in pre-ordering, ordering, and provisioning processes in terms of access to information?</p>	<p>Yes. SWBT should be required to provide its end user due date and dispatch information to AT&amp;T so that AT&amp;T can coordinate its inside plant vendor with the time table of the end user. This information should be provided to AT&amp;T in the same manner as SWBT provides this information to its end users for equivalent services (e.g. SWBT POTS customer vs. AT&amp;T Loop and Port combination POTS customer). SWBT should not put AT&amp;T at a competitive disadvantage by not allowing access to information that SWBT can provide to its customers.</p> <p>SWBT should also be obligated to</p>	<p><b><u>Attachment 7 - UNE Ordering and Provisioning</u></b></p> <p>2.X SWBT and AT&amp;T agree to work together to implement the Electronic Gateway Interface (EGI) used for resold services that provides non-discriminatory access to SWBT's pre-order process. AT&amp;T and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, <b><u>dispatch requirements</u></b>, <b><u>due date</u></b> and Customer Service Record (CSR) information), subject to</p>	<p>No. At the present time, SWBT does not have the 855 compatibility within EDI, but is currently working to build this system at AT&amp;T's request.</p> <p>As the 8<sup>th</sup> circuit found SWBT is required to provide access on an unbundled basis to its "existing network - not to a yet unbuilt superior one" p. 144. This applies directly to AT&amp;T's demand for these superior OSS functions.</p> <p>In addition, the manual process AT&amp;T seeks to require SWBT to implement until the 855 transaction is available is a tremendous, onerous process. Although SWBT is willing to perform</p>	<p>(SWBT opposes inclusion of AT&amp;T language.)</p>

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	<p>provide AT&amp;T end users the same level of performance that it provides its own end users for equivalent services. SWBT should also provide to AT&amp;T an electronic transaction to notify AT&amp;T that a due date is not going to be met so that AT&amp;T can notify its customer of the situation.</p> <p>The FCC recognizes that nondiscriminatory access to the ILEC's operations support systems "is vital to creating opportunities for meaningful competition." FCC Order at ¶ 518. The FCC thus concluded that "an incumbent LEC must provide nondiscriminatory access to their operation support systems functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing available to the LEC itself. Such nondiscriminatory access includes access to the functionality of any internal gateway systems the incumbent employs in performing the above functions for its own customers." <i>Id.</i> at ¶ 523. The FCC required ILECs to meet the requirement of nondiscriminatory OSS access by January 1, 1997. <i>Id.</i> at ¶ 525.</p> <p>SWBT has failed to meet this requirement in its implementation negotiations with AT&amp;T. SWBT has delayed and resisted providing AT&amp;T with access to OSS functions that will enable AT&amp;T to pre-order, order, and provision UNE service for its customers with the same quality and speed that SWBT uses to serve its retail customers, contrary to the</p>	<p>the conditions as set forth in Attachment 2: Ordering and Provisioning - Resale, Paragraph 1.X.</p> <p><b><u>Attachment 2</u></b></p> <p><b><u>4.X SWBT will provide AT&amp;T an 855 EDI transaction-based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Resale service, which will concurrently provide the revised due date. SWBT and AT&amp;T agree to identify a mutually acceptable date for implementation of the 855 EDI transaction-based reply no later than January 1, 1997.</u></b> SWBT may satisfy its obligations under this paragraph by providing AT&amp;T access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim <u>manual</u> basis, <u>until the 855 transaction is available</u>, SWBT and AT&amp;T will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification <u>and</u> missed appointments.</p> <p><b><u>Attachment 7</u></b></p> <p><b><u>6.X SWBT and AT&amp;T agree to identify a mutually acceptable date for implementation of the 855 EDI transaction-based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Unbundled Network Elements or Combinations no later than</u></b></p>	<p>this manual process where available, it is SWBT's position that AT&amp;T should not have the right to dictate to SWBT what systems it will provide and when it will make such systems available when they are systems that SWBT does not have in place and does not use in connection with serving its own customers. Rather, the systems proposed by AT&amp;T go beyond that which SWBT provides for itself and consequently, AT&amp;T's language should be stricken from the Agreement, and SWBT's language providing that it will provide the 855 transaction to AT&amp;T "when available" and in the interim, will provide the function on a manual basis "where available," should be included in such Agreement.</p> <p>As the FCC recently found, ordering and provisioning of UNE has no analogue to retail (i.e. resale). As such, AT&amp;T's demands that UNE be available with the same ordering and provisioning as resale (which AT&amp;T cloaks in the term parity) is without foundation (Paragraph 141, FCC CC Docket No. 97-137, released August 19, 1997).</p>	

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	<p>requirements of Section 251(c)(3) of the Act and the FCC's very plain, specific interpretation. This resistance has manifested itself in disagreements over a number of provisions in Attachment 7: Ordering and Provisioning - Unbundled Network Elements.</p> <p>For example, AT&amp;T's proposed language at right which will appear in Attachment 7 would include dispatch requirements and due date in the categories of information that would be available to AT&amp;T via electronic interface for pre-ordering purposes for unbundled network elements. That information is available to SWBT in performing pre-ordering for its retail customers who will be served through the same equipment and facilities (i.e., network elements) as AT&amp;T's retail customers served through unbundled network elements. SWBT has agreed to provide this information via electronic interface for resale pre-ordering. See Attachment 2. The FCC itself has said that, "to the extent that customer service representatives of the incumbent have access to . . . service interval information during customer contacts, the incumbent must provide the same access to competing providers." FCC Order at ¶ 523.</p> <p>SWBT's refusal to make this pre-ordering information available to AT&amp;T via electronic interface cannot be justified under the Act. SWBT has commented in defense of its position that it does not "order UNEs" or</p>	<p><u>January 1, 1997</u>. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing AT&amp;T access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim manual basis, <u>until the 855 transaction is available</u>, SWBT and AT&amp;T will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed appointment.</p> <p><u>9.X SWBT will provide AT&amp;T with the provisioning intervals as currently outlined in the LCUG Service Quality Measurements document, or as may be revised from time to time.</u></p> <p><u>Attachment 8</u></p> <p><u>6.X ...When a network element is dedicated to AT&amp;T, SWBT must work with AT&amp;T to schedule maintenance. SWBT must make reasonable accommodations to AT&amp;T when scheduling the maintenance of a dedicated network element.</u></p>	<p>In addition AT&amp;T attempts to insert language that requires SWBT to comply with "LCUG Service Quality Measurements" which are arbitrary measures being proposed by a group of IXC's. This request attempts to further expand the requirements of the FCC rules which requires that UNE be offered at a quality equal to that which SWBT provides to others and to itself. (51.311(a) &amp; (b)) SWBT provides UNE over its existing network facilities and as such meets this requirement of equal quality. SWBT cannot be required to meet a set of arbitrary "superior" performance standards - SWBT is only required to provide UNE at a quality which is equal to that provided to others or itself. Therefore, the only performance requirement could be comparison to other LSPs, not a requirement to meet absolute levels.</p>	

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	<p>"provide UNE service" to itself, so that its failure to provide such information is not discriminatory. If SWBT is serious about this position, it misapprehends the fundamental nature of the 251(c)(3) requirement that UNEs must be provided on terms that are nondiscriminatory. The FCC expressly admonished that the Act requires ILECs to provide access to UNEs that is not only equal as between all carriers requesting access, but also "must be at least equal-in-quality to that which the incumbent LEC provides to itself." FCC Order at ¶ 312. This more broad nondiscrimination requirement is necessary to protect against the ILEC's "incentive to discriminate against its competitors by offering them less favorable terms and conditions" than it provides itself. <i>Id.</i> at ¶ 218 (addressing interconnection; same concern referenced with regard to UNE access at ¶ 312, note 675).</p> <p>The Act's nondiscrimination requirement cannot be evaded by the facile contention that SWBT does not use unbundled elements for itself. SWBT has and does use unbundled elements -- i.e., facilities and equipment used to provide a telecommunications service (the definition of a network element at 47 C.F.R. § 51.5). The FCC's interpretation of the nondiscrimination requirement is directed at ILEC's such as SWBT. The requirement would be meaningless if ILECs could avoid it by saying that they do not order or use "unbundled network elements" as</p>			

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Issue	Reason why language should be included or excluded	AT&T Language	Reason why language should be included or excluded	SWBT Language
	<p>such.</p> <p>The only other explanation for SWBT's refusal to agree to provide pre-ordering information on due date and dispatch requirements electronically (as it will do for resale) is that its decision to treat all UNE orders as "designed circuit" orders will result in SWBT administering these orders under systems that do not provide electronic access to this information. SWBT's business discretion, however, does not extend to avoiding the requirements of the Act. This information is available to SWBT customer service representatives providing pre-order services to prospective POTS customers, customers who will be served by a combination of SWBT local switches, loops, and its common network. When AT&amp;T performs pre-order services for prospective POTS customers whom it may serve through those same facilities ordered as unbundled network elements, the Act entitles it to the same information. AT&amp;T's proposed Section 2.X should be accepted in its entirety.</p> <p>The same reasons compel acceptance of AT&amp;T's other proposed language for Attachments 2 and 7. In each instance AT&amp;T's language is intended to provide AT&amp;T with nothing more than what SWBT provides to itself. The proposed Attachment 7 language requires SWBT to provide electronic notification when any UNE due date is in jeopardy of not being met no later than January 1998 or as</p>			

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Issue	Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>agreed to by the Parties. The last proposed Attachment 7 language at right requires SWBT to provision UNE orders within the intervals currently outlined in the LCUG Service Quality Measurement document. All of these OSS functions are functions that SWBT provides to itself. All are important to AT&amp;T's ability to compete meaningfully with the incumbent. All these contract provisions should be accepted in order to require SWBT to make nondiscriminatory OSS access a reality.</p> <p>SWBT, in recent negotiations, retracted agreement on AT&amp;T's proposed language for Attachment 8. It is unclear to AT&amp;T why, at this time, SWBT is retracting its agreement, when it agreed in the original 4/25/97 Missouri filing. The MPSC should award the language that now shows as AT&amp;T's in order to give AT&amp;T parity with scheduled maintenance equal to that experienced by SWBT.</p>			
<p><b>3. Ordering and Provisioning: Network Elements that are interconnected and functional</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Can AT&amp;T shift its responsibilities for combining UNEs to SWBT?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>a. May SWBT disconnect elements that are ordered in combination when those elements are interconnected and functional at</p>	<p>a. No. FCC Rule 51-315(b) states that "except upon request, an incumbent LEC shall not separate requested network elements that the incumbent currently combines." The 8<sup>th</sup> circuit court affirms this rule in its July 18, 1997 <i>Iowa Utilities Board v. FCC</i> decision. The FCC has confirmed, following the 8<sup>th</sup> circuit decision, that this rule prohibits ILECs from disconnecting network elements that are connected at the time that it receives an unbundling</p>	<p><u>Attachment 7</u></p> <p><b><u>6.X When AT&amp;T orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Network Interconnection of Network Elements. There will be no charge for such</u></b></p>	<p>No. The 8<sup>th</sup> circuit has made it abundantly clear that the total responsibility for combining UNEs falls to the requesting carrier.</p> <p>SWBT has designed its UNEs to comply with the requirements imposed by this Commission and by the FCC (i.e., each UNE is offered separately for a separate charge). SWBT's obligation is to provide the UNEs as required by the FCC in the Interconnection Order. Contrary to AT&amp;T's assertion, SWBT is not obligated to develop back office and</p>	<p>(SWBT opposes inclusion of AT&amp;T language.)</p>

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(a) Issue	Reason why language should be included or excluded	AT&T Language	SWBT Language	SWBT Language
<p>the time of the order?</p> <p>b. Should SWBT provide AT&amp;T with parity in pre-ordering, ordering, and provisioning processes without significant service interruption?</p>	<p>request (see <i>FCC Shared Transport Order</i>).</p> <p>b. Yes. SWBT has made a "business" and "policy" decision to move all UNE elements to its designed service system. This threatens to cause a service interruption to AT&amp;T UNE customers when AT&amp;T orders a loop and switch port from SWBT to offer POTS service (alternatively, this will deny the UNE switching user access to testing capability altogether; see issue 7 below). Because of its decision to administer UNEs as a designed service, SWBT will take those loops out of the current system, which has an automated testing component, and move it to their SARTS system, which does not. As a result, SWBT will interrupt service on loops (by its own account, for approximately 30 minutes), to install a SMAS test point. This disadvantages AT&amp;T customers served by UNEs, and places an unreasonable and unnecessary constraint on any new entrant's opportunity to compete.</p> <p>The Arbitrator recommended that "...there shall be no restrictions or limitations on LSP use of UNEs." (Award p. 13).</p> <p>As mentioned above, one likely use of unbundled network elements for a new entrant is to order from the ILEC</p>	<p><u>Interconnection.</u></p> <p><u>6.X "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when AT&amp;T orders all the SWBT Network Elements required to convert a SWBT end-user customer or an AT&amp;T resale customer to AT&amp;T unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by AT&amp;T on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the AT&amp;T OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to an AT&amp;T OS/DA platform from the relevant SWBT local switch, including AT&amp;T's payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SWBT local switch. SWBT will treat recent change orders necessary to provision AT&amp;T orders under this section at parity with recent change</u></p>	<p>other support parameters for the local telecommunications service. That is AT&amp;T's obligation as a telecommunications carrier. When AT&amp;T purchases UNEs from SWBT, it is responsible for the design and inventory of the components used to provide its own telecommunications service.</p> <p>The basic issue is whether SWBT should implement a provisioning process that will allow the movement of SWBT customer lines to AT&amp;T using UNEs without any service interruption (i.e. exactly equal to resale). In the case of resale, SWBT continues to provide "service" which the LSP resells. However, under the UNE environment, even when SWBT provides all the "parts", it is the LSP that designs the service, orders the "parts" it needs, and specifies how the "parts" are to be combined.</p> <p>Although SWBT has agreed to do the physical connecting of UNE on behalf of AT&amp;T, SWBT does not believe that it is possible to convert a line from SWBT service to UNE based services without some minimal service interruption.</p> <p>This will normally involve a translation change that is routinely performed in SWBT switches during off hours (these changes begin at 2:00 a.m. to 6:00 a.m. along with all other SWBT changes). When the change is made, there will be a short interruption of service (typically for less than one minute) while the switch translation is</p>	

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Issue	Reason why language should be included or excluded	AT&T Language	SWBT Language	SWBT Language
	<p>the complete combination of elements needed in order to deliver telecommunications service to a retail customer through a physical configuration of network facilities that is unchanged from the facilities that serve the customer today. By ordering the local loop and local switch port that serve that customer and using those elements in combination with the common network elements to which they are already interconnected (e.g., common transport, signaling and databases, tandem switching), the new entrant can deliver the same end-to-end service that had been provided by the ILEC. Through such a UNE "platform", AT&amp;T (and other CLECs) may obtain the benefits of cost-based pricing, creating the opportunity for more competitive retail pricing offers, and giving it the flexibility to design customized offers, particularly for vertical services. A UNE platform also is the means by which a new entrant may offer services that are differentiated from the ILEC's services, without having to duplicate the ILEC's existing network at the time of entry. With time and development of the customer base, the new entrant can substitute its own facilities more broadly. The UNE platform creates an economic, marketing, and technical basis for transition to facilities-based competition.</p> <p>SWBT has aggressively opposed the UNE platform in this arbitration and others. It has complained in various appeals that it authorizes "sham</p>	<p><u>orders executed to serve SWBT end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.</u></p>	<p>performed. However, a conversation in progress will not be interrupted by this process; rather SWBT systems will wait until the line is no longer busy. A customer attempting to place a call during this brief period in the early morning will detect this interruption. Likewise, a call to the customer during this time will not be completed. This minor service interruption is inherent to the switch design and is the same procedure that is used when a SWBT customer requests a service change that requires any line class code translation change (e.g., changing class of service, adding optional calling, etc.) SWBT is certainly willing to work to minimize this service interruption as much as operationally possible.</p> <p>AT&amp;T's proposed contract wording should be rejected since it demands SWBT to do something that is neither technically feasible nor something that SWBT does in its own operations.</p>	



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	<p>unbundling." SWBT's legal opposition to the UNE platform has carried over into contract negotiations. SWBT has been unwilling to agree to reasonable contract provisions that will enable AT&amp;T to implement UNE platform purchases, and it has adopted an operational plan for implementing UNE service that will place CLECs who use the UNE platform at a significant competitive disadvantage.</p> <p>In attempting to put into contract terms AT&amp;T's right to order the complete combination of network elements needed to provide end-to-end service to a customer, the Parties have reached two chief areas of disagreement. The first is SWBT's assertion that it may collect nonrecurring charges for orders that do not cause SWBT any one-time expenses other than service order processing expenses. The Missouri Commission has ordered in its 7/31/97 award that under a CLEC Simple Conversion, no nonrecurring charges in addition to the \$5 service order charge will be assessed (see related issue in Pricing Matrix V. for further discussion of nonrecurring charges.). The second is SWBT's unwillingness to commit that it will not interrupt service to customers who convert to AT&amp;T UNE service, even though interruption is technically unnecessary.</p> <p>Under SWBT's approach, any local service provider who uses UNE combinations as one market entry strategy will find itself competing with</p>			

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Issue	Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>one hand tied behind its back. For a new entrant to be required to tell prospective customers that they must expect an extended interruption of service, represents a very serious competitive disadvantage. Section 251(c)(3) of the Act requires SWBT to provide access to UNEs on terms that are just and reasonable, as well as nondiscriminatory. "These terms require incumbent LECs to provide unbundled elements under terms and conditions that would provide an efficient competitor with a meaningful opportunity to compete." FCC Order, ¶ 315. Causing <u>unnecessary</u> service interruptions violates this standard. There is no justification for imposing a service interruption on end user customers so that SWBT can install an <u>unnecessary</u> test point.</p> <p>AT&amp;T has proposed language that would prohibit interruption of customer service when AT&amp;T orders the complete UNE platform for a customer, with no change in features. No physical change to the facilities serving the customer is required in those circumstances, so no extended outage can be justified. When a new AT&amp;T customer is established in the switch database, a "recent change" order must be executed. This "recent change order" takes only a fraction of a second of computer processing time to execute. AT&amp;T understands SWBT to agree that this is the only outage technically required in such situations, but for SWBT's decision to insist on installing an automated test point in the loop. Like nonrecurring charges,</p>			

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Issue	Reason why language should be included or excluded	AT&T Language	Reason why language should be included or excluded	SWBT Language
	<p>SWBT's business choice to place all UNE circuits under its WFA system, with the consequence that test points must be installed, cannot justify imposing on AT&amp;T the competitive disadvantage of a customer service interruption in situations where that interruption is otherwise unnecessary.</p> <p>AT&amp;T's proposed language prohibiting extended customer service interruptions in the situations described above should be accepted in order to provide AT&amp;T with nondiscriminatory access to element combinations on terms that will provide it with a meaningful opportunity to compete.</p>			
<p><b>4. Ordering and Provisioning: No Service Disruption With IDLC</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Should AT&amp;T be allowed to avoid appropriate non-recurring charges?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should SWBT disconnect working service and possibly deny AT&amp;T access to loops served by IDLC technology when AT&amp;T orders the loop and switch port in combination?</p>	<p>No. AT&amp;T, and its end user customers, should not be forced to endure an unnecessary disconnection. When an existing, interconnected loop and switch port are ordered by AT&amp;T, and that loop happens to be served by IDLC today, there is no reason for SWBT to: 1) disconnect that service and move the loop to another technology, and 2) possibly respond to AT&amp;T that there is no alternative loop available; therefore, AT&amp;T cannot serve that customer. In this situation, AT&amp;T's proposed contract language would allow AT&amp;T to serve the customer over the existing IDLC loop/switch combination. Indeed, for SWBT to disconnect elements, without AT&amp;T's request, violates FCC Rule 51.315 (b).</p> <p>Because the Missouri Commission ruled that the DLC need not be further</p>	<p><b>Attachment 6</b></p> <p><i>4.X When AT&amp;T owns or manages its own switch and requests an unbundled Loop to be terminated on AT&amp;T's switch and the requested loop is currently serviced by SWBT's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to AT&amp;T. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of AT&amp;T's request notify AT&amp;T of the lack of available facilities. AT&amp;T may request alternative arrangements through the Special Request process. <b><u>This section does not apply when AT&amp;T orders a Loop/Switch port combination from</u></b></i></p>	<p>When a Local Service Provider ("LSP") orders a loop element and the current loop to the customer's premises is served using a IDLC, SWBT will move the loop to a non-integrated DLC or copper pair if available. There will be no charge for this move. This will provide the LSP with the flexibility to connect the loop to either a SWBT switch element or to transport it to its own switch. AT&amp;T, MCI and other carriers requested this procedure before the FCC (Paragraph 384 of the FCC's Interconnection Order). However, since AT&amp;T has now decided that it is less expensive to rebundle UNEs to mirror SWBT's resale services, they are objecting to the very process that they requested. AT&amp;T claims SWBT intends to "disconnect working service". It is never SWBT's intent to disrupt customer service. However, as</p>	<p>SWBT proposes the following language:</p> <p>When AT&amp;T owns or manages its own switch and requests an unbundled Loop to be terminated on AT&amp;T's switch and the requested loop is currently serviced by SWBT's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to AT&amp;T. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of AT&amp;T's request notify AT&amp;T of the lack of available facilities. AT&amp;T may request alternative arrangements through the Special Request process.</p>

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	<p>unbundled at this time, it is clear that when AT&amp;T owns or manages its own switch, loops served by IDLC must be moved off of that technology and onto either an existing physical loop or a universal digital loop carrier. This is because a loop served by IDLC would have to be further unbundled to interact with AT&amp;T's switch.</p> <p>SWBT seeks to reassure AT&amp;T that this technology is not in common use in its network today, and this may be true -- today. This is new, forward looking technology, and although AT&amp;T is not privy to SWBT's procurement policy for IDLC, it is reasonable to assume that SWBT will be buying what is one of the best-selling new technologies today. Although IDLC is only present in less than 10% of SWBT's network today, we can expect that number to grow in the future. (In fact, in the Arbitration award, the Commission ordered that SWBT assume that its network contains 25% IDLC for purposes of identifying forward-looking technology.)</p> <p>The Commission should rule in favor of AT&amp;T's language for the reasons stated above.</p>	<p><b>SWBT.</b></p> <p><b>5.X Analog Line Port:</b> A line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications including <i>centrex-like</i> applications. <b><u>When AT&amp;T orders a Loop/Switch combination in which the loop is served by IDLC, AT&amp;T will pay the applicable loop charge and an Analog Line Port charge.</u></b></p> <p><b>5.X ISDN Basic Rate Interface (BRI) Port:</b> A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities including <i>centrex-like</i> applications. <b><u>When AT&amp;T orders a Loop/Switch combination in which the loop is served by IDLC, AT&amp;T will pay the applicable loop charge and a BRI Port charge.</u></b></p>	<p>explained in Issue 3, above, when changing from a SWBT retail or resale service to unbundled network elements, there will always be a potential for minimal service interruption. AT&amp;T's proposed contract language should be rejected.</p>	<p>SWBT proposes the following language:</p> <p>Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications including <i>centrex-like</i> applications.</p> <p>SWBT proposes the following language:</p> <p>ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities including <i>centrex-like</i> applications.</p>
<p><b>5. Ordering and Provisioning: Parity of Provisioning Intervals</b></p> <p><b>SWBT Statement of Issue:</b></p> <p>See Issue 1 of this matrix.</p> <p><b>AT&amp;T Statement of Issue:</b></p>	<p>Yes. AT&amp;T customers receiving service from UNEs should not have to wait longer for their service than SWBT or resale customers.</p> <p>SWBT should not put AT&amp;T at a competitive disadvantage by not providing to AT&amp;T the same level of performance that they provide to their</p>	<p><b>Attachment 7</b></p> <p><b>5.X</b> SWBT will provide AT&amp;T with standard provisioning intervals for all unbundled Network Elements and combinations as compared to SWBT customers for equivalent service.</p>	<p>This is yet another attempt by AT&amp;T to impose on SWBT's UNE offerings, the requirements of resale.</p>	<p>(SWBT opposes inclusion of additional AT&amp;T language.)</p>

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Should SWBT provide parity between provisioning intervals for its end users and provisioning intervals for AT&T end users receiving the same service as they received from SWBT?	end users for equivalent services (e.g. SWBT POTS customer vs. AT&T POTS customer served via UNE Loop and Port). For example, SWBT will offer a 2-day interval to its own or resale customers for POTS service, but offers a five-day interval to UNE users. SWBT has been unable or unwilling to explain why, when the same function is being performed, it takes longer to provide service on UNEs.			
<p><b>6. Ordering and Provisioning: Provisioning of Databases</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Should SWBT be required to input AT&amp;T's customer record information into the LIDB database?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should SWBT be required to provision collect calling, 3<sup>rd</sup> number billing, credit card number and other information provided by AT&amp;T on the UNE order within its LIDB in the same manner as it provisions 911, directory listings, UNE elements and features when ordered?</p>	<p>Absolutely! In order for AT&amp;T to receive full functionality of the switching element, SWBT provisions several databases. AT&amp;T views LIDB as simply another database to be provisioned in order for AT&amp;T to receive full functionality of the unbundled local switch, much as the switch database, directory listing database, and 911 database are agreed-upon as being provisioned by SWBT for UNEs today.</p> <p>SWBT should provide to AT&amp;T the same flow through provisioning process that it provides to itself and that it provides to AT&amp;T for all other unbundled elements and databases when AT&amp;T purchases UNE switching. The LIDB update consists of updating collect calling, 3<sup>rd</sup> number billing, and credit card information linked to the customer information provided to SWBT on the UNE switching order. In negotiations, SWBT stated that it will remove such information from the database, then require AT&amp;T to re-enter the data. SWBT also should not be allowed to clear all such functionality of a</p>	<p><b>Attachment 6: UNE</b></p> <p><i>9.X In the event that AT&amp;T is using SWBT's OS platform, until otherwise agreed, no charge is made for such Validation queries other than applicable OS charges under Appendix Pricing UNE - Schedule of Prices labeled "Operator Services Call Completion Services" and all subparts thereunder.</i></p> <p><b>Attachment 7: O&amp;P</b></p> <p><b>1.X When AT&amp;T utilizes UNE switching, SWBT will populate its LIDB database with customer information using information provided by AT&amp;T using standard OBF fields as defined in the LSOG (Local Service Ordering Guide).</b></p>	<p>No. The FCC required SWBT to provide AT&amp;T with equivalent access to SWBT's LIDB service management system (SMS) so that AT&amp;T, at AT&amp;T's own identified need (see paragraph 494 of the Interconnection Order) could create, modify, and update its own records. SWBT has expended considerable efforts to meet these requirements and provides electronic interfaces so that AT&amp;T can access, view, and administer its own data directly.</p> <p>AT&amp;T now seeks to burden SWBT with AT&amp;T's own responsibility for ensuring that AT&amp;T's customer records are correctly administered in LIDB. AT&amp;T is asking that SWBT create a bundled, unequal access method for SWBT to administer the AT&amp;T data in LIDB. The bundled method that AT&amp;T proposes does not meet SWBT's requirements under the Interconnection Order. This is yet another attempt by AT&amp;T to circumvent the resale provisions of the ACT to force SWBT to treat unbundled network elements as resale.</p>	<p><b>Attachment 6: Pricing</b></p> <p>(SWBT opposes inclusion of additional AT&amp;T language.)</p> <p><b>Attachment 7: O&amp;P</b></p> <p>(SWBT opposes inclusion of AT&amp;T language.)</p>

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	<p>customer that migrates to AT&amp;T service. No other RBOC has imposed this completely unnecessary requirement on AT&amp;T.</p> <p>SWBT claims that the FCC's First Report and Order, ¶ 493* only requires SWBT to "provide access, on an unbundled basis, to the service management system (SMS), which allow competitors to create, modify, or update information in call-related databases." This paragraph in the FCC's Interconnection Order is irrelevant to SWBT's obligation to provide INP in accordance with the FCC's regulations. Under the Federal Act and the FCC's regulations, INP is a service that SWBT must provide on request including any necessary provisioning of the LIDB.</p> <p>SWBT's own retail systems today flow through information for SWBT's customers directly to the LIDB. SWBT is asking that AT&amp;T manually update the LIDB with customer information for every AT&amp;T customer. AT&amp;T is willing to specify all of the necessary information to SWBT on the customer service order, and SWBT should update the LIDB just as it updates other databases such as 911/E911 and directory listings.</p> <p>SWBT also claims that there are security reasons that keep it from updating the LIDB. AT&amp;T finds it peculiar that SWBT singles out this particular database when it today updates its own switch, directory listings, 911/E911 etc.. with the</p>		<p>SWBT would need a service order flow from CABS to accommodate AT&amp;T's demand. UNE orders come from CABS while resale orders come from CRIS. SWBT's LIDB SMS, the Line Validation Administration System (LVAS) does not have a direct feed from CABS as would be needed to support AT&amp;T's demand.</p> <p>Furthermore, UNE orders are not populated with the same USOCs as resale orders. LIDB updates are driven from particular classes of service and other subscriber-associated entries. UNE orders do not contain class of service USOCs because UNE orders are for individual components of the network and not for a complete service. That is to say, a UNE order would be for one or more components, such as local loop or local switch, rather than residence service. The interface between CRIS and LVAS is very complex. To duplicate the same sort of interface from CABS would take months of development under the best of circumstances. Also, since some information on complex types of service are stored in both CRIS and CABS, a reconciliation process between the two systems for audit purposes would also have to be developed.</p> <p>AT&amp;T suggests that SWBT should be required to populate LIDB as it populates other database services associated with the voice network. Contrary to AT&amp;T's assertion, LIDB is not "simply another database to be</p>	

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Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>information that AT&amp;T provides over the service order. SWBT is trying to introduce manual work on the part of AT&amp;T to slow down the service order process and create additional costs to AT&amp;T.</p> <p>* First Report and Order, Implementation of the Local Competition Provisions in The Telecommunications Act of 1996, CC Docket No. 96-98 (August 8, 1996) ("First Report and Order").</p>		<p>provisioned". Neither AT&amp;T nor the FCC took that approach in CC Dockets 96-98 and 95-185. Call-related databases (which is how LIDB is defined in these dockets) and their service management systems are sufficiently distinct from other databases that they and their update methods were separately addressed and separate requirements were imposed on the incumbent LECs. If AT&amp;T did not want the ability to directly administer its own data in LIDB, it should not have argued so insistently for it.</p> <p>AT&amp;T claims that "SWBT is asking that AT&amp;T manually update the LIDB with customer information for every AT&amp;T customer". SWBT makes no such request. Paragraph 494 of the Interconnection Order states: "If the incumbent accesses the SMS through an electronic interface, the competitive carrier should be able to access the SMS through an equivalent electronic interface." SWBT has provided such an interface that does not require manual input by AT&amp;T. This Service Order Entry interface will allow AT&amp;T to electronically transmit to LVAS customer record information from AT&amp;T's customer service order process. SWBT also offers an Interactive Interface, wherein AT&amp;T representatives can dial in and create, modify, or update AT&amp;T customer information. SWBT was required to provide this interface because SWBT uses an equivalent capability to administer its own records in near real-time. AT&amp;T has the option of</p>	

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			<p>choosing one or both of these interfaces.</p> <p>AT&amp;T's statement that SWBT will remove data from the database is no longer accurate. When a customer changes service providers from SWBT to AT&amp;T, SWBT will not automatically delete the information from LIDB. SWBT will make two changes to the LIDB record to reflect that the record is in transition. SWBT will then release the security block from the account and set the LVAS information to their default status. AT&amp;T must then claim the account through one of its SMS interfaces, enter the customer-specific information it desires (including its identification as the new account owner) and then instruct LVAS to update the record in LIDB. If, however, AT&amp;T delays taking possession of the account, SWBT will delete the record. Otherwise, other companies querying LIDB will relay on outdated or possibly inaccurate information on which to make their own service decisions.</p> <p>AT&amp;T mischaracterizes the information needed to populate a line record in LIDB as belonging to only three data elements. LIDB data elements do not disappear if not populated with information. Instead, they either take on default values or create an update error. Such misinformation can cause other service providers to make incorrect business decisions (deny an alternately billed call request that</p>	



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			<p>should have been allowed) or provide inferior service (allow an alternately billed call that should have been denied). AT&amp;T's reference to OBF is premature. OBF has not finalized its guidelines nor has OBF addressed all the LIDB data elements needed to populate a complete line record.</p> <p>Even if OBF had completed its recommendation, an OBF guideline is not a requirement that SWBT enter into a particular line of business. What AT&amp;T demands is that SWBT create a new service offering, one not required by the FCC or the Telecom Act.</p> <p>AT&amp;T also proposes text that appears to have nothing whatsoever to do with the issue of data administration (listed as 9.X in the AT&amp;T language column). This text acknowledges the fact that database messages identify the party originating a query based on the network owner of the switch platform that launched the query. For example, if AT&amp;T uses SWBT's Operator Service (OS) platform to perform operator services, that platform launches a query on AT&amp;T's behalf, every network element that encounters the query, on every network in the nation, will think that SWBT launched the query. The industry has not yet selected a means of identifying service providers who reside on another company's switching platform. Therefore, when AT&amp;T uses SWBT's OS platform to launch LIDB queries, those queries will be identified to SWBT's LIDB as</p>	

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			<p>SWBT-originating queries. Additionally, when the query is directed to a foreign LIDB, that LIDB owner will also think that SWBT generated the query and bill SWBT for the database access. Since no network in the nation can identify AT&amp;T as the true query originator, SWBT cannot directly bill AT&amp;T for those queries. Instead, SWBT will use its OS pricing to recover the cost of AT&amp;T's LIDB usage under these circumstances.</p> <p>SWBT does not propose any alternate text to AT&amp;T. SWBT and AT&amp;T have already agreed to language on how SWBT will provide the SMS interfaces that give AT&amp;T unbundled, equivalent access to LVAS.</p>	
<p><b>7. Maintenance: Automated testing</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Should SWBT provide AT&amp;T with the testing capabilities only currently available on SWBT retail and resale services?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should SWBT provide AT&amp;T with automated testing of the switch port?</p>	<p>Yes. AT&amp;T, like SWBT should be able to test the loop using automated testing through the switch port. SWBT's "business decision" to treat all UNE elements as designed services precludes the option of automated testing. Not only does this cause the service interruption noted above, it also disadvantages AT&amp;T customers in terms of speed of response to troubles. Automated testing through MLT ensures that a quick response can be given to service options. Manual testing with SARTS requires that a technician set up the test, causing unnecessary work and delays in testing.</p> <p>Further, the Missouri Commission has ordered that when AT&amp;T orders local loops from SWBT, it can order loops</p>	<p><b>Attachment 6</b></p> <p>11.X Cross connects to the cage associated with unbundled local loops are available with or without automated testing and monitoring capability. If AT&amp;T uses its own testing and monitoring services, SWBT will treat AT&amp;T test reports as its own for purposes of procedures and time intervals for clearing trouble reports. <u>When AT&amp;T orders a switch port, or local loop and switch port in combination, SWBT will, at AT&amp;T's request, provide automated loop testing through the Local Switch rather than install a loop test point.</u></p>	<p>The type of testing being requested by AT&amp;T is not currently available in SWBT's network for unbundled network elements.</p> <p>As the 8<sup>th</sup> circuit found, SWBT must provide access on an unbundled basis to its "existing network - not to a yet unbuilt superior one" p. 144.</p> <p>SWBT is currently exploring developing MLT capabilities for its toolbar application.</p>	<p>SWBT proposes the following language:</p> <p>Cross connects to the cage associated with unbundled local loops are available with or without automated testing and monitoring capability. If AT&amp;T uses its own testing and monitoring services, SWBT will treat AT&amp;T test reports as its own for purposes of procedures and time intervals for clearing trouble reports.</p>

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	<p>with and without automated testing. Again, SWBT attempts to limit the intent of the order by taking a very narrow reading of the order.</p> <p>SWBT agrees that when AT&amp;T wishes to combine an unbundled local loop with its own facilities, it has no need for SWBT to provide automated testing. AT&amp;T will supply its own loop testing in those circumstances. However, in cases where AT&amp;T orders a switch port, or a local loop and switch port in combination, SWBT holds fast to their "business decision" to insert SMAS testing points, rather than using the more efficient MLT testing system that is an integral part of the switch port.</p> <p>To obtain access to loop and switch combinations at parity with SWBT itself, and to receive full functionality of the switch itself, AT&amp;T should be able to specify that those combinations will continue to be tested through the local switch's remote testing capability, rather than through installation of a loop cross connect test point.</p>			
<p><b>8. <u>Combinations of Element, Services and Facilities</u></b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Can AT&amp;T require SWBT to connect or combine its tariffed services with its unbundled network elements?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>May SWBT restrict AT&amp;T from</p>	<p>No. In negotiations, SWBT has taken the position that, under the Act, AT&amp;T may not combine or connect UNEs to access services or tariffed services provided by SWBT. This constitutes a restriction on AT&amp;T's use of UNEs, creates inefficient networks, and should be rejected by the Commission.</p> <p>Section 251(c)(3) of the Act requires SWBT to provide access to</p>	<p><u>Attachment 6</u></p> <p><u>2.X AT&amp;T may combine any unbundled Network Element with any other element, equipment, or facility in its network, without restriction or limitations, regardless of whether that other element, equipment, or facility is owned or managed by AT&amp;T, for the provision by AT&amp;T of a telecommunications service,</u></p>	<p>AT&amp;T's proposal is without merit for several reasons. First, under Section 251(c)(3) of the Act, SWBT is required only to provide access to UNEs; it is not required to combine such elements with tariffed services. Second, AT&amp;T's proposal is another thinly veiled attempt to establish a competitive advantage for itself because it would be able to pay lower UNE rates instead of tariffed rates. Third, provision of tariffed services in</p>	<p>SWBT proposes the following language:</p> <p>AT&amp;T may combine any unbundled Network Element with any other network element without restriction. Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services.</p>

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Issue	Reason why language should be included or excluded	AT&T Language	Reason why language should be included or excluded	SWBT Language
connecting or combining unbundled network elements (UNEs) with access services or tariffed services?	<p>unbundled network elements "in a manner that allows requesting carriers to combine" such elements in order to provide" a telecommunications service. The FCC has held "that this language bars incumbent LECs from imposing limitations, restrictions, or requirements on requests for, or the sale or use of, unbundled network elements that would impair the ability of requesting carriers to offer telecommunications services in the manner that they intend." FCC Order at ¶ 292. Further, the Missouri Commission, in its 12/11/96 order, ruled (p. 13) that "...there shall be no restrictions or limitations on LSP use of UNEs."</p> <p>SWBT's position is contrary to the Act and the FCC Order. The Act permits CLECs, including AT&amp;T, to use UNEs without restriction, however they deem appropriate to provide a telecommunications service. To take one example, a CLEC may purchase an unbundled DS1 loop and cross-connect that loop to SONET facilities purchased out of the STN tariff. Through this combination the CLEC can provide private line service to a customer. Nothing in the Act authorizes or justifies SWBT's attempt to foreclose such combinations. Under the Act, AT&amp;T must be able to combine unbundled elements in many different ways in order to meet the needs of its end user customers. AT&amp;T should have the ability to combine access services and tariffed services with unbundled elements for its local customers just as SWBT can</p>	<p><u>provided that the combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled Network Elements or to Interconnect with SWBT's network.</u></p>	<p>conjunction with UNEs could be inconsistent with the underlying tariffs, a practice which is prohibited by this Commission and by the Act.</p> <p>SWBT will provide UNEs separately for a separate cost-based charge, without restrictions, in compliance with Sections 251(c)(3) and 252(d) of the Act. It will not place restrictions on what UNEs may be purchased and reconfigured for AT&amp;T. Similarly, SWBT will provide UNEs for AT&amp;T to use with its own facilities. However, SWBT is not obligated to, and will not, combine UNEs with tariffed services for AT&amp;T.</p> <p>It is clear, under Section 251(c)(3) of the Act, that SWBT is required only to provide "nondiscriminatory access to network elements on an unbundled basis." While SWBT does not here challenge the Commissions previous decision that AT&amp;T should be allowed to order and use unbundled network elements without restriction. There is no requirement in the Act extending such an obligation to the combination of network elements with network services. See also 47 C.F.R. § 51.307 (1997). Under these rules, UNEs are to be offered separately and for a separate charge. SWBT has designed its UNE offerings, developed ordering and other operational support systems and performed the requisite cost studies, all based upon this fundamental concept of unbundling, which Congress clearly intended in Section 251(c)(3) of the Act.</p>	<p>This paragraph does not limit AT&amp;T's ability to permit IXCs to access ULS for the purpose of terminating interLATA and intraLATA access traffic or limit AT&amp;T's ability to originate interLATA or intraLATA calls using ULS consistent with Section 5 of this attachment. Further, when customized routing is used by AT&amp;T, pursuant to section 5.2.4 of this Attachment, AT&amp;T may direct local, local operator services, and local directory assistance traffic to dedicated transport whether such transport is purchased through the access tariff or otherwise.</p>

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Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>provide access and other tariffed services for its local customers.</p> <p>AT&amp;T has proposed contract language that would recognize its unqualified right to combine UNEs with other equipment and facilities, whether owned or managed by AT&amp;T or third parties, for the provision of a telecommunications service. AT&amp;T's proposed language should be included in the contract because it is consistent with the Act and will provide for implementation of the network unbundling previously ordered by the Missouri PUC without unnecessary disputes.</p>		<p>The language in Section 251(c)(3) of the Act encompasses SWBT's duties only regarding network elements; it does not impose any requirement to combine these elements with services. Elements can thus be thought of as "pieces" of the network. In contrast, a tariffed "telecommunications service" is defined in Section 153(43) of the Act to mean the "offering of telecommunications," which is defined in Section 153(46) of the Act to involve the "transmission" of information. Because of these distinctions, AT&amp;T has no statutory basis to require that SWBT combine or connect UNEs with tariffed services.</p> <p>Under the Act, LSPs like AT&amp;T are given unfettered access to LEC services available for resale and to network elements. However, Congress clearly intended that LECs provide network elements under requirements and pricing structures that are different from those applying to services for resale. Compare Section 251(c)(3) with Section 251(c)(4) of the Act. Availability of UNEs and resale services does not give AT&amp;T the right to use the lower-priced network elements as a surrogate for obtaining the otherwise higher-priced network services for resale. Permitting AT&amp;T to combine UNEs with tariffed services would allow it to "cherry-pick" the most advantageous rates. Nor does the availability of UNEs and the</p>	

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			<p>availability of service resale opportunities give AT&amp;T the right to compel SWBT to bundle network elements with tariffed services. Indeed, in the Interconnection Order at ¶ 341, the FCC refused to permit an LSP, like AT&amp;T, to offer "a combination of unbundled elements and services available for resale."</p> <p>When SWBT developed and obtained approval for the rates, terms and conditions in the tariffed services that AT&amp;T now wants available for combination with UNEs, SWBT neither contemplated nor accounted for such configurations. The tariffs simply do not address provision of the related service in combination with UNEs. Such arrangements could be inconsistent with the tariff requirements in this Commission's rules and in the Act. See, 47 U.S.C. § 203 (1997).</p> <p>SWBT can prohibit AT&amp;T from connecting or combining UNEs with its tariffed services. Under Section 251(c)(3) of the Act, SWBT is required to provide access to UNEs; it is not required to combine unbundled network elements (i.e., "pieces of the network") with tariffed network services. Instead, SWBT only is required to provide UNEs separately for a separate cost-based charge, without restriction. While the Act permits AT&amp;T to order and use UNEs in any combination that it deems appropriate for the provision of service, there is no requirement extending such an obligation to the</p>	

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			<p>combination of network elements with tariffed network services. 47 U.S.C. §251(c)(3) (1997); 47 C.F.R. §51.307 (1997).</p> <p>There is no evidence in this proceeding that prohibiting AT&amp;T from combining UNEs with tariffed services would impair its ability to provide a competitive local telecommunications service. Indeed, AT&amp;T's strategy is transparent. It wants to exploit price arbitrage by picking and choosing the most favorable piece parts of SWBT's tariffed services to combine with UNEs, while circumventing the terms and conditions of the tariffs.</p> <p>For the foregoing reasons, AT&amp;T's request must be denied.</p> <p>The Commission should adopt SWBT's language and reject that of AT&amp;T.</p>	
<p><b>9. Maintenance: Forward-looking Testing Systems</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Should SWBT be required to perform for AT&amp;T what it does not performed for itself and dictate to SWBT when it must develop new standards and deploy new test systems?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should AT&amp;T be informed when SWBT introduces new test systems? Should they be allowed access to such</p>	<p>Yes. Proposed Section 3.X allows AT&amp;T the opportunity to negotiate with SWBT should new upgrades to existing test systems be developed. SWBT must provide parity of systems; especially when those systems directly affect the quality of service provided to the end user. This is a reasonable, limited measure to provide some assurance that SWBT will not abandon a system that is less capable for an upgraded testing system, yet force AT&amp;T to remain on the less capable test system. AT&amp;T's request is reasonable and therefore, AT&amp;T's language should be accepted.</p>	<p><b>Attachment 8</b></p> <p><u>3.X SWBT agrees to notify AT&amp;T of upgrades to existing test systems and the deployment of new test systems within SWBT and to negotiate with AT&amp;T to allow AT&amp;T to use such systems through a controlled interface.</u></p>	<p>No. SWBT is entitled to run its own network operations. Of course, SWBT has a vested interest in ensuring that the Public Switched Network continues to run efficiently and trouble-free. However it is unreasonable for AT&amp;T to dictate to SWBT when it must develop new standards and deploy new test systems.</p>	<p>(SWBT opposes inclusion of AT&amp;T language.)</p>

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systems?				
<p>10. Maintenance: Automated testing through EBI?</p> <p><u>SWBT Statement of Issue:</u></p> <p>Should SWBT be required to perform for AT&amp;T what it does not perform for itself?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should AT&amp;T have the capability to interactively initiate and receive test results?</p>	<p>Yes. SWBT has agreed to work with AT&amp;T to create four out of five capabilities through electronic bonding. It has refused to provide the capability to initiate and receive test results in the future, much in the same way that it currently refuses to provide automated testing through MLT today (Issue 7 above). AT&amp;T should have the capability to provide online testing to its end users for the same services that SWBT provides such testing to its end users. By refusing to agree to this language, SWBT seeks to perpetuate the deficiency it seeks to create in AT&amp;T's use of UNEs.</p>	<p><u>Attachment 6: UNE</u></p> <p>5.X SWBT will perform testing through the Local Switching element for AT&amp;T customers in the same manner and frequency that it performs such testing for its own customers <u>for an equivalent service.</u></p> <p><u>Attachment 8: Maintenance</u></p> <p>3.X SWBT and AT&amp;T agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide AT&amp;T the following capabilities, including, but not limited to :</p> <ul style="list-style-type: none"> <li>a) performing feature and line option verification and request corrections;</li> <li>b) performing network surveillance (e.g., performance monitoring);</li> <li>c) <u>initiating and receiving test results;</u></li> <li>d) receiving immediate notification of missed appointments;</li> <li>e) identifying existing cable failures (by cable and pair numbering).</li> </ul>	<p>No. At the present time SWBT's operations support systems do not have this ability to perform mechanized loop testing of unbundled elements, nor do the Electronic Communications Implementation Committee (ECIC) standards permit requesting and receiving tests through EBI. To simplify the matter, SWBT's systems do not have the ability to interface with AT&amp;T's systems in order to receive requests for testing or to transmit test results through EBI. However, SWBT is willing to consider a request by AT&amp;T to develop this type of testing capability.</p>	<p>SWBT proposes the following language:</p> <p>SWBT will perform testing through the Local Switching element for AT&amp;T customers in the same manner and frequency that it performs such testing for its own customers.</p> <p>This issue agreed to in Texas, should we oppose or not?</p>
11. Performance Data	Yes. In order to consistently deliver	<u>Attachment 6</u>	SWBT is willing to supply sufficient	SWBT proposes the following



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<p><u>SWBT Statement of Issue:</u></p> <p>Should AT&amp;T be allowed to require SWBT to perform numerous unique, expensive, performance measurements for AT&amp;T.</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should the contract incorporate specific UNE performance measurement requirements, developed with industry input, so that the parties are able to determine whether the elements provided to AT&amp;T perform at parity with the elements provided by SWBT to other LSPs and to itself?</p>	<p>the level of service that AT&amp;T will offer to customers, AT&amp;T must have reliable performance measurements from SWBT.</p> <p>AT&amp;T has proposed to incorporate specific performance measurements being developed by the Local Competition User's Group (LCUG), an industry group that includes competitive local exchange carriers and prospective local service providers. The supplier quality measurements developed by LCUG include measurements of network performance parity (e.g., subscriber loop loss, signal to noise ratio, dial tone delay, post dial delay), unavailability of network elements (e.g., ratio of minutes loop unavailable to total minutes), and performance of individual network elements (e.g., post dial delay for calls routed to CLEC OS/DA platforms). Use of the LCUG criteria will provide AT&amp;T with reasonable means to determine that SWBT is meeting its commitment to provide elements that "provide the CLECS with at least the same level of service it provides itself" (12/11/96 award page 47). Using the LCUG criteria also will address SWBT's concern that it not be required to measure different performance criteria for different LSPs; these criteria should provide performance data that will be responsive to the needs of LSPs generally.</p>	<p><u>2.X SWBT and AT&amp;T will jointly define performance data consistent with that provided by SWBT to other LSPs, that is to be provided monthly to AT&amp;T to measure whether unbundled Network Elements are provided at least equal in quality and performance to that which SWBT provides to itself and other LSPs. Such performance data will be defined by the Parties no later than ninety (90) days from the effective date of this Agreement or a date mutually agreeable by the Parties.</u></p> <p><u>The performance data to be measured will be according to the Supplier Performance Metrics in accordance with the Local Competitive User Group (LCUG) recommendations, and any such future LCUG revisions, which includes but is not limited to network elements, pre-ordering and provisioning, maintenance, billing, operator services/ directory assistance, as incorporated herein to this Agreement. These performance measurements will be measured and reported to AT&amp;T on a monthly basis by SWBT for both AT&amp;T customers and SWBT customers. The Parties will review the measures three months after AT&amp;T's first purchase of a SWBT network element to determine if (1) the information meets the needs of the Parties and (2) the information can be gathered in an accurate and timely manner. SWBT will not be held accountable for performance</u></p>	<p>performance measurements to AT&amp;T.</p>	<p>language:</p> <p>At AT&amp;T's request, SWBT will: (1) maintain data that compares the installation intervals and maintenance/service response times experienced by AT&amp;T's customers to those experienced by SWBT customers and the customers of other LSPs; and (2) provide the comparative data to AT&amp;T on a regular basis. SWBT will not levy a separate charge for providing this information. Additionally, SWBT and AT&amp;T will jointly define performance data to be provided to AT&amp;T to measure whether unbundled Network Elements are provided at least equal in quality and performance to that which SWBT provides to itself and other LSPs. Such performance data will be defined by the Parties. The Parties will review the measures three months after AT&amp;T's first purchase of a SWBT network element to determine if (1) the information meets the needs of the Parties and (2) the information can be gathered in an accurate and timely manner. SWBT will not be held accountable for performance comparisons based on the data until after the three month review or longer as the Parties may agree.</p>

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		<u>comparisons based on the data until after the three month review or longer as the Parties may agree.</u>			
<p><b>12. Performance Measurements: Provisioning Intervals</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Should AT&amp;T be allowed to require SWBT to perform numerous unique, expensive(?) performance measurements for AT&amp;T.</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should SWBT be required to meet reasonable provisioning requirements that will ensure parity and provide a single set of standards that can be used for all UNE purchasers?</p>	<p>Yes. The Local Competition Users Group (LCUG) has developed a set of reasonable performance metrics to be expected when ordering Unbundled Network Elements. These performance metrics are in most cases the same as those SWBT provides itself for equivalent services.</p>	<p><u>Attachment 7: O&amp;P</u></p> <p><u>9.X SWBT will provide AT&amp;T with the provisioning intervals as currently outlined in the LCUG Service Quality Measurements document, or as may be revised from time to time.</u></p> <p><u>Attachment 8: Maintenance</u></p> <p><u>2.X SWBT will provide maintenance for all unbundled Network Elements and Combinations ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers for an equivalent service, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management. For maintenance of UNE and UNE combinations, for example, loop and switch port, the service must be supported by all the functionalities provided to SWBT's local exchange service customers. This will include but is not limited to, MLT testing, dispatch scheduling, and real time repair commitments. The maintenance to support these services will be provided in an efficient manner which meets or exceeds the performance metrics SWBT achieves when providing the</u></p>	<p>SWBT is willing to supply sufficient performance measurements to AT&amp;T.</p>	<p><u>Attachment 7: O&amp;P</u></p> <p>SWBT proposes the following language:</p> <p>SWBT will provide AT&amp;T with the provisioning intervals as specified below:</p> <p><u>Attachment 8: Maintenance</u></p> <p>(SWBT opposes inclusion of AT&amp;T language.)</p>	

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		<b>equivalent end user services to an end user.</b>		
<p><b>13. Performance Measurements: Network Outages</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Should AT&amp;T be allowed to require SWBT to perform numerous unique, expensive(?) performance measurements for AT&amp;T.</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should SWBT provide to AT&amp;T performance measurements for network outages compared between equivalent services (e.g. SWBT POTS customer vs. AT&amp;T POTS customer served via UNE)? Also should SWBT provide to AT&amp;T "out of service" performance measurements that affect AT&amp;T customers?</p>	<p>Yes, SWBT should treat AT&amp;T customers served via UNEs in the same manner that they treat their customers for an equivalent service. AT&amp;T would be at a competitive disadvantage if SWBT did not provide the same performance for maintenance to AT&amp;T UNE customers that its provides its own end users for an equivalent service.</p>	<p><b>Attachment 8</b></p> <p>8.X For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Unbundled Network Elements and Combinations service:</p> <p>See Exhibit B attached.</p> <p>8.X The above performance measurements will be measured and reported to AT&amp;T on a monthly basis by SWBT for both AT&amp;T customers and SWBT customers <u>for an equivalent service</u>. If the quality of service provided to AT&amp;T customers based on these measurements is less than that provided to SWBT customers for three consecutive months, or if the average quality of service for a six month period is less than that provided to SWBT customers, AT&amp;T may request a service improvement meeting with SWBT.</p>	<p>SWBT is willing to supply sufficient performance measurements to AT&amp;T.</p>	<p>(SWBT opposes inclusion of AT&amp;T language.)</p>
<p><b>14. Access to Equipment to Allow AT&amp;T to Utilize Full Functionality of UNEs</b></p>	<p>This group of issues concern various types of equipment that AT&amp;T</p>	<p><b>Attachment 6</b></p>	<p>See also issues IV 1b and 1c.</p>	<p>SWBT proposes the following language:</p>

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<p><b>a. Optical Multiplexing and DCS capability</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>How is SWBT required to provide AT&amp;T with additional, non specific multiplexing/demultiplexing capabilities?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should the Agreement provide AT&amp;T with access to optical multiplexing and DCS capability on the same basis SWBT provides to itself?</p>	<p>believes are part of UNEs, to which the Commission ordered AT&amp;T to have access. SWBT takes a far more limited view and seeks to "fence off" portions of its network from required unbundling; instead it may, in some cases, offer these items as a "business decision", but not at TELRIC prices.</p> <p>a. Yes. Access to optical multiplexing and DCS capability allows AT&amp;T access to SWBT's forward looking SONET technology. The denial of this supplement to AT&amp;T constitutes a refusal to allow full functionality to the dedicated transport element, which the Commission ordered SWBT to unbundle. AT&amp;T has proposed contract language that would provide AT&amp;T with the ability to use SWBT optical multiplexing facilities as part of dedicated transport, equivalent to SWBT's ability to use those facilities for the provision of telecommunications services. SWBT has opposed that language and asserted that multiplexing facilities are not part of any network element. SWBT maintains that it has no obligation under the Act to offer AT&amp;T or other CLECs access to multiplexing. During negotiations, AT&amp;T offered to provide specific requirements regarding the types of multiplexing required, but SWBT steadfastly maintained its position that it would not offer optical multiplexing at all, except under Special Request "ICB" pricing, making discussion of specific requirements a moot point.</p>	<p><b>8.X SWBT will provide multiplexing/demultiplexing for Voice Grade to DS1 and DS1 to DS3 conversions. SWBT will provide all technically feasible types of multiplexing / demultiplexing and grooming on the same basis as is available to SWBT for the purpose of providing telecommunications service.</b></p> <p><b>8.X AT&amp;T will pay rates and charges for Voice Grade to DS1 and DS1 to DS3 multiplexing and demultiplexing that are in addition to Dedicated Transport rates and charges. These charges are shown in Appendix Pricing - UNE - Schedule of Prices labeled "Multiplexing". The multiplexing / demultiplexing and grooming associated with optical multiplexing is included in the optical interoffice dedicated transport price.</b></p> <p><b>8.X AT&amp;T may use the DCS to directly access and control AT&amp;T's 45 Mbps or 1.544 Mbps facilities or unbundled Dedicated Transport, subbanding channels, and Intermodal Facilities (the facilities that connect a DCS in one central office with a DCS in another central office). DCS devices will perform 3/3, 1/3, and /0 type functions. Where DCS devices are SONET capable and will terminate SONET signals, SWBT will make such SONET capabilities available to AT&amp;T to the extent technically feasible and to the extent such capability is available to SWBT for its use in providing</b></p>	<p>AT&amp;T proposes language entitling it to order additional multiplexing/demultiplexing. SWBT is willing to consider requests for additional types of "muxing" under the Special Request procedure set out in the Interconnection Agreement. Muxing will be offered at rates which recover the costs of each request. However, because these installations will vary considerably as to their functionality and capacity, no generic rate can be set. Each installation must be priced on a individual case basis.</p> <p>The vague language proposed by AT&amp;T does not take into consideration the need to evaluate the different and varied kinds of installations that could be requested. Accordingly, the AT&amp;T language is inappropriate. It is simply unfair and unrealistic to bind SWBT to a broad and unspecified obligation without the companion obligation to pay for the installation ordered. This kind of ambiguity is unwise because it could very easily lead to future disputes about the scope of SWBT's duties.</p> <p>Finally, AT&amp;T is quite vague about what kind of muxing it will require. SWBT is willing to offer Voice Grade to DS1 and DS1 to DS3 muxing. See Attachment 6, ¶ 8.2.1.5.2. SWBT is willing to consider requests for additional types, but AT&amp;T needs to specify exactly what it wants.</p> <p>SWBT has offered specific forms of</p>	<p>SWBT will provide multiplexing/demultiplexing for Voice Grade to DS1 and DS1 to DS3. Other types of multiplexing/demultiplexing are available through the Special Request Process.</p> <p>SWBT proposes the following language:</p> <p>AT&amp;T will pay rates and charges for Voice Grade to DS1 and DS1 to DS3 multiplexing and demultiplexing that are in addition to Dedicated Transport rates and charges. These charges are shown in Appendix Pricing - UNE - Schedule of Prices labeled "Multiplexing".</p> <p>SWBT opposes inclusion of AT&amp;T language.</p>

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	<p>SWBT has agreed to offer electronic multiplexing but is unwilling to offer access to optical multiplexing at parity with its own access to such facilities. SWBT has offered no more than uncertain and discriminatory access to such facilities through a special request process.</p> <p>Multiplexing is required to interconnect unbundled local loops or lower bandwidth dedicated transport to higher bandwidth dedicated transport. Multiplexing is necessary to take advantage of economies of scale of higher bandwidth transport. DCS equipment performs both multiplexing and grooming functions.</p> <p>SWBT's position is contrary to the Act and would deny AT&amp;T the ability to implement contractually the nondiscriminatory access to unbundled interoffice transport that the Missouri Commission ordered. Multiplexing and DCS equipment certainly meets the regulatory definition of a network element as a "facility or equipment used in the provision of a telecommunications service." 47 C.F.R. §51.5. Multiplexing and DCS equipment are a part of the transmission facilities between SWBT switches and wire centers, or between such SWBT locations and those of other carriers. As such, it forms part of the element identified by the FCC as "interoffice transmission facilities," one of the elements ordered unbundled by the Missouri Commission. 47 C.F.R. § 51.319(d). SWBT's refusal to provide</p>	<p><u>telecommunications service.</u></p> <p><u>8.X SWBT will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element</u> with the same functionality that is offered to interexchange carriers, or additional functionality as the Parties may agree.</p>	<p>multiplexing required by the FCC and additional multiplexing now generally available on SWBT's system.</p> <p>SWBT has also offered additional forms of multiplexing under the "special request" provisions of the contract. As pointed out in SWBT's Initial Comments, SWBT cannot be more specific as to these additional forms until it knows exactly what kind of multiplexing AT&amp;T needs.</p> <p>SWBT does not believe that optical multiplexers or DCS are appropriately classified as a part of the interoffice dedicated transport UNE. In addition, SWBT believes that the provisioning of optical multiplexers as demanded by AT&amp;T constitutes virtual collocation since the equipment must be dedicated to AT&amp;T and can not be used or shared by SWBT or other LSPs.</p> <p>In the case of large capacity transport requirement that justify the use of optical transport, the large variation in the type of input circuits make it unreasonable to require SWBT to develop a price model that will properly determine the costs for all locations. For instance, an interoffice transport that is delivered to SWBT's multiplexer as a single OC3 circuit will have significantly different costs from that of three DS3 circuits or DS1 circuits. However, each of these combinations, with the same capacity, could be transported on the same interoffice facility after being</p>	<p>SWBT opposes inclusion of AT&amp;T language.</p>

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	<p>AT&amp;T access to multiplexing and DCS facilities that SWBT uses to provide local service in Missouri today violates the Act's requirement that it provide access to unbundled network elements on terms that are just, reasonable, and nondiscriminatory.</p> <p>Since AT&amp;T learned of SWBT's position that it has no obligation under the Act to offer access to multiplexing, it has presented that issue to two state commissions. Both the Kansas and Arkansas Commissions have rejected SWBT's position and confirmed that SWBT must provide multiplexing as part of dedicated transport.</p> <p>In Kansas, the Arbitrator found that "SWBT is required to provide all technically feasible types of multiplexing, demultiplexing, grooming, DCS bridging, broadcast, test and conversion features to the extent such services and features are available to SWBT." AT&amp;T/SWBT Kansas Arbitration Order at 45; see also AT&amp;T/SWBT Arkansas Arbitration Order at 31. Similarly, the state Commissions in Oklahoma and Kansas have found that SWBT is to offer DCS SONET capability as captured in the AT&amp;T language at right.</p> <p>AT&amp;T's proposed contract language provides AT&amp;T with no more access to multiplexing than the access that SWBT provides to itself for similar purposes. AT&amp;T's language should</p>		<p>multiplexed in a ADM.</p> <p>SWBT's proposed contract wording offers to develop rates for additional types of multiplexing through the Special Request Process.</p> <p>AT&amp;T's proposed language for paragraphs 8.2.1.5.1 and 8.2.1.5.2 be rejected and that SWBT's proposed language offering other types of multiplexing through the Special Request Process be adopted. This will allow proper costs recovery since the cost in each instance will be based upon the actual type of multiplexing required. AT&amp;T's proposed language appears to be a bundling of network elements, rather than an unbundling of those elements.</p>	

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Issue	Reason why language should be included or excluded	AT&T Language	Reason why language should be included or excluded	SWBT Language
	be accepted in order to implement nondiscriminatory access to unbundled dedicated transport.			
<p>14. <u>Access to Equipment to Allow AT&amp;T to Utilize Full Functionality of UNE</u></p> <p>b. <u>Input/Output Port</u></p> <p>Should AT&amp;T have access to capabilities such as voice mail capability requiring Input/Output switching ports?</p>	<p>Yes. the language in Section 5 of Attachment 6 defines certain local switching ports that SWBT will make available to AT&amp;T and which are priced on Appendix Pricing UNE - Schedule of Prices. The language in that Section further provides that AT&amp;T may request additional port types through the Special Request process.</p> <p>This structure is acceptable to AT&amp;T so long as it has reasonable assurance that the parties have included in the "standard" ports a complete list of the ports necessary to utilize the switching functionality that will meet its projected needs for the life of the contract.</p> <p>During recent negotiations AT&amp;T requested that SWBT include "input/output" ports in the list of ports available under Attachment 6 without special request. Third-party voice mail providers use a type of input/output port called an "SMDI" port to make voice mail functions available through local switching. Not all switches, however, use the name "SMDI" for the port that provides this functionality. Accordingly, AT&amp;T has</p>	<p><u>Attachment 6</u></p> <p><u>5.X Input/Output (I/O) Port:</u>  <u>Provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port).</u></p>	<p>No. AT&amp;T demands that SWBT include contract wording that provides unlimited access to input and output ports on central office switches with no consideration to the cost or use of such ports. In its arguments supporting the proposed contract wording AT&amp;T discusses its need for Simplified Message Desk Interface ("SMDI"). However, the requested contract wording is much more broad and encompasses many more types of access ports to the switch. SMDI provides an Enhanced Service Provider ("ESP") client delivery of originating call information from the network, as well as allowing network receipt of Message Waiting Indication activation and deactivation messages from the ESP.</p> <p>SWBT offers this as tariffed services called Subscriber Line Information ("SLI") and Network Subscriber Information Interface. The service is used by voice mail service providers to activate the stutter dial tone on a client's line when a message has been received in the customer's voice mail box. It is also used to remove the stutter dial tone when the message has been retrieved. The</p>	<p>SWBT proposes the following language:</p> <p>AT&amp;T may request additional port types from SWBT through the Special Request process.</p>

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Issue	AT&T Reason why language should be included or excluded	AT&T language	SWBT Reason why language should be included or excluded	SWBT language
	<p>proposed that the contract recognize the more generic "input/output port."</p> <p>This functionality is available to SWBT for use in providing voice mail service to its local customers. Parity requires that it be available to AT&amp;T as well. AT&amp;T should not have to specify the name of every type of port that SWBT may have in its network, matching the arcane labels employed by various switch vendors, in order to obtain the full functionality of local switching. SWBT should be required to provide the input/output port without special request.</p> <p>AT&amp;T believes that, during the price proceedings, the Commission may have found that the cost of input/output ports is already included in the SWBT switching cost study. If this is the case, then there should be no additional charges for input/output port functionality.</p>		<p>service requires a port on the switch and a data link to the ESP switch for the signaling and a multiline hunt group of lines for the voice messages.</p> <p>AT&amp;T's contract language should be rejected and that AT&amp;T be directed to use the Special Request process to obtain the use of additional types of ports on the switch. This will allow a proper determination of the costs for activating and using the ports. If the Commission decides that this docket should be extended to allow time for the development of additional UNE prices, then only the price for a SMDI port and associated equipment and data link should be developed rather than a broad range of unidentified types of ports that have different configurations.</p> <p>AT&amp;T characterizes this request as being made "during recent negotiations". However, AT&amp;T only raised this issue during June 97 Texas negotiations. This is a prime example of how AT&amp;T's view that everything was arbitrated in Case No. TO-97-40 and everything else is free in inaccurate.</p>	
<p>14. <u>Access to Equipment to Allow AT&amp;T to Utilize Full Functionality of UNEs</u></p> <p>c. <u>Switch Capability</u></p> <p><u>SWBT Statement of Issue:</u></p> <p>May AT&amp;T dictate to SWBT how SWBT should run its business and obtain SWBT's proprietary switch and software</p>	<p>Yes. Here, AT&amp;T seeks to differentiate its service and avail itself of the full functionality of the UNE switching element, not just those features that SWBT currently provides its customers. AT&amp;T has proposed contract language that will require SWBT to provide it with a detailed list of all services, features, functions and capabilities of each local switch, by</p>	<p><u>Attachment 6</u></p> <p><u>3.X a list of all services and features, functions and capabilities of each switch by switch CLI and NPA NXX, including, but not limited to, type of switching equipment, installed version of software generic, secured features, identification of any software or</u></p>	<p>No. AT&amp;T has proposed language which would require SWBT to provide to AT&amp;T upon request "a list of all services and features, functions and capabilities of each switch that SWBT may use to provide a Local Switching Element, by switch CLI and NPA NXX, including, but not limited to, type of switching equipment installed, version of software generic, secured</p>	<p>SWBT proposes the following language:</p> <p>A list of all services and features activated and working for each switch that SWBT may use to provide a Local Switching Element, by switch CLI and NPA NXX. Within ten (10) business days after the Effective Date of the Agreement, SWBT will provide</p>



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<p>information without any legitimate business justification?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should the Contract Require SWBT to Provide AT&amp;T with Information on Switch Capability that is available to SWBT?</p>	<p>switch CLI and NPA NXX. SWBT opposes providing information about any switch service or feature capabilities that are not currently activated and working.</p> <p>SWBT's position again denies AT&amp;T full access to UNE functionality and the information necessary to provide competitive services to customers through unbundled network elements. SWBT's position is self-contradictory and cannot be sustained. SWBT complains (incorrectly) that the UNE platform is "sham unbundling" and nothing more than resale service. Then, when AT&amp;T requests to include a contract provision that is important to its ability to create services that are differentiated from the incumbent's, SWBT resists. SWBT is wrong on both counts. AT&amp;T is entitled to know what the capabilities of the unbundled local switches are, so that it may plan and design competitive services. That information is available to SWBT. It should be available to AT&amp;T. AT&amp;T's proposed language should be accepted.</p>	<p><u>hardware constraints or enhancements, and a means to reliably correlate a customer address with the data. Within ten (10) business days after the Effective Date of this agreement, SWBT will provide AT&amp;T an initial electronic copy of this information. SWBT will provide complete refreshes of this data to AT&amp;T electronically as changes are made to the SWBT data base or as AT&amp;T may otherwise request. SWBT will send the initial batch feed electronically via the Network Data Mover Network using the CONNECT: Direct protocol;</u></p>	<p>features, identification of any software or hardware constraints or enhancements, and a means to reliably correlate a customer address with the data...." This is yet another example of AT&amp;T dictating to SWBT how it should run its business, coupled with an effort to obtain proprietary information regarding SWBT's switch and its software.</p> <p>SWBT has proposed similar language which provides that SWBT would provide AT&amp;T with "a list of all services and features activated and working for each switch....," but that does not include any requirement that SWBT disclose to AT&amp;T a list of all services, features, functions and capabilities of each switch. It is SWBT position that this information has no bearing on the ordering and provisioning of UNEs.</p> <p>The agreed to language already provides that when ordering UNEs, AT&amp;T will have access to a pre-order electronic gateway provided by SWBT which will allow AT&amp;T to "obtain SWBT customer information, including customer name, billing address and residence or business address, billed telephone numbers and features and services available in the end office where the customer is provisioned." AT&amp;T does not need any other information. Rather, LSPs, through the preordering process, can reference those retail features and services that are available from SWBT's switch and compare that with what features and services are possible via UNEs under</p>	<p>AT&amp;T an initial electronic copy of this information. SWBT will provide a complete update of the information to AT&amp;T electronically on a quarterly basis, or as AT&amp;T may otherwise request. If AT&amp;T requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.</p>

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			<p>their Interconnection Agreement with SWBT. To the extent that the LSP desires a feature which is not listed on the retail availability list, SWBT will investigate the LSP's request on an individual customer basis to determine if the feature is technically feasible from that switch.</p> <p>AT&amp;T has not established any legitimate justification for seeking the requested information and it appears that its underlying intent is to gain access to SWBT's proprietary information concerning its switches and software. For these reasons, the Commission should adopt SWBT's proposed language and reject AT&amp;T's proposed language.</p>	
<p><b>14. Access to Equipment to Allow AT&amp;T to Utilize Full Functionality of UNEs</b></p> <p><b>d. Expedited Special Request Process</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Can a schedule for arbitration of disputed requests for unbundled network elements be imposed on SWBT when it is in conflict with that of the Act?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should the special request process provide reasonable procedures for expedited requests?</p>	<p>Yes. During the life of the contract, AT&amp;T may request an element that has not been provided for under the Agreement (i.e., a request for unbundling some facility or functionality not previously recognized as a distinct unbundled element). An expedited process is needed to fulfill those requests when the request is for an element that exists in the network but is not priced. The language in Attachment 6, Section 2 describes a "Special Request Process." The standard process provides for a 30-day preliminary feasibility determination by SWBT; it then provides an additional 60 days for developing a price quote and more detailed description of how the request would be implemented. The process requires the Parties to act</p>	<p><b>Attachment 6</b></p> <p><b>2.X Whenever AT&amp;T submits the Special Request for any of the following elements: Local Loop, Local Switching; Tandem Switching; Operator Services and Directory Assistance; Interoffice Transport, including Common Transport and Dedicated Transport; Signaling and Call Related Databases; Operations Support Systems; and Cross Connects - and the particular unbundled Network Elements requested is operational at the time of the request, but is not priced under this Agreement, SWBT will provide a price quote to AT&amp;T for that element within ten days following receipt of AT&amp;T's</b></p>	<p>No. SWBT has offered a special request process to allow AT&amp;T to request new or modified network elements. That process has shorter and more specific time frames than those required by the Act. In the 1<sup>st</sup> arbitration, the Commission found in favor of SWBT's BFR process with limited changes. This issue should not be re-arbitrated here. Despite this, AT&amp;T demands an even more expedited process. Under AT&amp;T's proposed language, the parties have twenty (20) days to agree on the price of an unpriced network element before arbitration can be demanded. The arbitration hearing is then to be held within sixty (60) days after demand is made. See General Terms and Conditions.</p>	<p>(SWBT opposes the inclusion of this language without offering competing language.)</p>

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	<p>"promptly" and to develop a quote "as soon as feasible," but specifies only the 30 and 60-day deadlines for action by SWBT.</p> <p>Pursuant to the 12/96 Arbitration Award, AT&amp;T and SWBT have agreed to contract language that applies to this process and these time frames for requests that are truly for "new elements." However, the Agreement also refers other kinds of requests to the Special Request Process, which AT&amp;T believes go beyond the types of requests that the Commission intended to cover in its arbitration award.. For a number of the elements that the PUC ordered to be unbundled (e.g., local loops), it became apparent during prior negotiations that SWBT was prepared only to offer certain types on a standard basis. Thus, Section 4.X of Attachment 6 provides for a 2-wire analog loop, with and without conditioning, a 4-wire analog loop, and 2-wire (BRI) and 4-wire (PRI) digital loops. Section 4.X provides that AT&amp;T may request additional loop types through the Special Request Process. Other provisions of the Agreement refer other types of requests to this process, including requests to modify an element or requests to provide an element performing with greater or lesser quality than SWBT provides to itself.</p> <p>The 90-day time frames provided for processing special will not be appropriate for some types of requests, but will serve as an</p>	<p><u>request. If the Parties have not agreed to the price within ten days thereafter either Party may submit the matter for dispute resolution as provided for in Attachment 1: Terms and Conditions.</u></p>	<p>The AT&amp;T proposed dispute resolution schedule is far too short. SWBT will not agree to it, and SWBT is not required to accept an Arbitration Schedule that is substantially shorter than that mandated by the Act. SWBT has a "... duty to provide ... nondiscriminatory access to network elements on an unbundled basis ... on rates, terms and conditions that are just, reasonable, and nondiscriminatory in accordance ... with the requirements of this section and section 252 of this title." 47 U.S.C. §251(c)(3) (emphasis added). SWBT has no duty to provide Unbundled Network Elements (UNEs) on such a short schedule.</p>	

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	<p>anticompetitive barrier. If AT&amp;T requests an element that is in place and serving a SWBT customer whom AT&amp;T has won (e.g., a loop that is in place and functional but is not one of the standard types priced under the Agreement), there is no need for feasibility analysis. All that requires development is a price. Allowing an extended time for "analysis" of the request in these circumstances will certainly delay delivery of AT&amp;T service to the end-user customer and may well deny AT&amp;T the opportunity to win the customer.</p> <p>AT&amp;T has proposed language that would require SWBT to provide a price quote within 10 days of receiving a request for an element that is within one of the recognized categories of elements and is operational at the time of the request.</p> <p>SWBT's intended scope of application for a Special Request Process did not become apparent until post-hearing Missouri interconnection agreement negotiations. Since that time AT&amp;T has presented these timing concerns directly to the Arkansas, Kansas, and Oklahoma Commissions. All of those Commissions have found AT&amp;T's 10-day price quote procedure to be reasonable and have ordered the parties to follow them. See Arkansas Arbitration Order, February 28, 1997, at p. 29-30 ("The time frame proposed by AT&amp;T appears to be reasonable and SWBT's unwillingness to agree to any schedule is unreasonable.")</p>			

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	AT&T's proposed language should be accepted in order that the Special Request Process does not deny AT&T nondiscriminatory, just and reasonable access to the network elements that the PUCT has ordered SWBT to unbundle.			
<p>15. <u>Blocking/Screening Requirements</u></p> <p><u>SWBT Statement of Issue:</u></p> <p><b>Should AT&amp;T be required to pay for special blocking/screening that they request when using unbundled Local switching?</b></p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>Should SWBT limit AT&amp;T's ability to block 900/976 calls, long-distance calls, and international calls for AT&amp;T customers served by SWBT UNEs?</p>	<p>No. The ability to block 900, 976, long-distance, and international calls are features commonly requested by customers. AT&amp;T and other new entrants using UNEs should have access to the same blocking and screening functionalities that are available to SWBT through its switches and signalling systems.</p> <p>SWBT provides these blocking and screening capabilities to its own retail customers by line class codes in its local switches. SWBT previously has advised AT&amp;T that it will not allow UNE purchasers to use the blocking and screening line class codes that SWBT uses for these functions. Indeed, SWBT initially made a "business decision" to offer only twelve default line class codes to UNE-based providers; those codes did not include any blocking or screening capability. When asked why such a limited default set was defined, SWBT's explained that this was a "business decision" to conserve line class code resources and receive compensation for work driven by their decision to use these line class codes. In negotiations, it has become clear that the development of line class codes for these features will consume an inordinate amount of time and money, similar to the prohibitive</p>	<p><u>Attachment 6</u></p> <p><u>5.X There will be no charge to AT&amp;T, over and above switch port and usage charges to obtain the blocking/screening and recording functions that SWBT provides to its own customers served by the local switch. If AT&amp;T requests special screening or recording capabilities that SWBT does not provide to its customers, AT&amp;T will pay SWBT its cost to provide those capabilities.</u></p> <p><u>Attachment 7</u></p> <p><u>5.X When AT&amp;T requests call screening capability in connection with a purchase of unbundled Local Switching, AT&amp;T will not be required to pay these proposed "Call Blocking/Screening" charges, but will pay the applicable switch port and switching usage charges from Appendix Pricing UNE - Schedule of Prices for the local switch used to provide such screening. If it is determined by the Texas Commission that additional "Call Blocking/Screening" charges should apply, AT&amp;T will pay the rates and charges ordered by the Texas Commission or as the Parties may otherwise agree.</u></p>	<p>See also IV - 1g.</p> <p>Yes. SWBT should be able to recover all of their costs in providing unbundled network elements AT&amp;T appears to believe that SWBT intends to limit AT&amp;T's ability to block 900/976 calls, long-distance calls, and international calls for AT&amp;T customers served by SWBT UNE's.</p> <p>SWBT does not intend to limit AT&amp;T's ability to restrict its customers in any manner. However, SWBT does want to be compensated for the labor required to design and implement those restrictions.</p> <p>AT&amp;T's proposed contract language should be rejected.</p> <p>SWBT does not believe that determinations made by the Texas Commission should be imposed in a Missouri interconnection agreement</p>	<p>SWBT proposes the following language:</p> <p>Customized Routing of Directory Assistance and Operator Services and/or any special blocking/screening requirements, (e.g., 900 blocking, toll restriction) associated with customized routing will be provided on SWBT switches by December 31, 1997. The schedule is dependent upon the ability of SWBT's vendor to meet its current commitment; however, SWBT will use its best efforts to manage the vendor to meet said date. Where AT&amp;T orders Customized Routing and/or any special blocking/screening requirements, (e.g., 900 blocking, toll restriction) such order must be placed on a per class of service basis in each end office. Once available in accordance with the above, SWBT will fulfill initial orders for particular Customized Routing arrangements and/or any special blocking/screening requirements, (e.g., 900 blocking, toll restriction) within 30 work days unless the Parties agree otherwise. Where it is not technically feasible to meet AT&amp;T's requests through available SWBT network resources, SWBT will advise AT&amp;T within 15 working days after order receipt.</p>

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	<p>pricing for customized routing that was based on line class code methodology. AT&amp;T's ability to offer these features to their customers should not be impaired by SWBT's internal business decisions.</p> <p>SWBT has proposed that AT&amp;T will be required to order any call blocking or screening requirements on a per class of service basis, by end office, when it uses unbundled local switching. SWBT would require such orders, regardless of whether AT&amp;T orders customized routing to its own OS/DA platform from the affected switch or whether AT&amp;T uses SWBT's OS/DA element associated with that switch.</p> <p>AT&amp;T understands that it may need to address call blocking/screening requirements as part of establishing customized routing orders in those limited instances, if any, where line class code methodology will be used to provide customized routing in an end office. For switches where AIN customized routing is used, or where AT&amp;T does not request customized routing for OS/DA, AT&amp;T would expect to receive the same range of call screening and blocking capabilities for its customers that SWBT provides to its customers out of that same end office. AT&amp;T should not be required to place a special end-office order for such capabilities, unless it proposes to vary the screening and blocking capabilities from those that SWBT provides.</p>			<p>SWBT proposes the following language:</p> <p>Upon request by AT&amp;T, SWBT will provide blocking and/or screening capabilities. These capabilities are defined as 900/976 call blocking, IDDD International call blocking and toll denial. For resold lines or unbundled Local Switching with customized routing provided via Line Class Codes (LCC), AT&amp;T must specifically request the blocking/screening characteristics required on its Customized Routing Request. For resold lines and unbundled switch ports provided via SWBT's AIN platform, AT&amp;T will be provided listings of standard Line Class Codes which include the desired blocking and that may be utilized by AT&amp;T. There will be no special charges to AT&amp;T for blocking/screening except to the extent that special Line Class Codes must be built to accomplish the request. This will be required for resold lines with Customized Routing via LCC because there is no SWBT LCC which can be shared. It will also be required for unbundled switch ports which must be built before SWBT's AIN Customized Routing offering is available.</p> <p><u>Attachment 7: O&amp;P</u></p> <p>SWBT proposes the following language:</p> <p>The Charge for Call Blocking reflected in Attachment 6, Appendix Pricing</p>

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	<p>Regardless of any ordering requirements, AT&amp;T should not be required to pay any separate charges associated with call screening and blocking. These capabilities of the SWBT switch, commonly used by it to provide service to its customers, should be included in the rates for unbundled local switching. Blocking 900/976 calls today is a basic service that AT&amp;T must be able to offer. There is no justification for SWBT's proposed blocking/screening charges. In preparing for UNE implementation, SWBT developed a set of line class codes to make available to LSPs who order UNEs. It developed those standard codes without opportunity for input from LSPs. SWBT chose to omit from its "standard" UNE line class codes any call blocking or screening capability. Here again SWBT has designed a UNE infrastructure that places LSPs at a competitive disadvantage.</p> <p>SWBT also has disclosed that it uses line class codes to accomplish certain recording functions, e.g., recording associated with certain calling plans. This functionality also should be available to AT&amp;T on a parity basis, without separate charge, unless AT&amp;T orders some type of recording not used by SWBT.</p> <p>SWBT has recently advised AT&amp;T that it will only have to order special line class codes and that SWBT will only propose separate charges for blocking and screening when AT&amp;T</p>			<p>UNE - Schedule of Prices labeled "Call Blocking/Screening" under Local Switching.</p>

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	<p>uses line class code customized routing. According to SWBT, the AIN customized routing technology will allow AT&amp;T and other LSPs to use the same line class codes for blocking and screening that SWBT uses for itself. At this time, it is not clear how many switches in Missouri will have to use line class code customized routing (such as some versions of DMS technology switches) rather than AIN technology. To the extent that AIN customized routing displaces SWBT's plans to utilize line class code customized routing, SWBT's new position, if embodied in a contractual commitment, has the potential to resolve this issue. However,, it is not yet established or agreed that AIN customized routing will be available in all SWBT end offices at cost-based prices, and that the AIN solution will provide routing capability to AT&amp;T that is equivalent to the routing capability to SWBT through its local switches. However these customized routing issues are resolved, AT&amp;T is entitled to access to the blocking and screening capabilities of the local switches at parity with SWBT.</p> <p>SWBT proposes special end-office ordering requirements for call blocking and screening capabilities should be rejected, and AT&amp;T's contract language providing that AT&amp;T will pay only applicable local switching charges, unless it requires blocking/screening or recording capabilities that SWBT does not use in providing services to its customers,</p>			



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Issue	Reason why language should be included or excluded AT&T Language	Reason why language should be included or excluded SWBT Language	SWBT Language
	should be adopted.		
<p><b>16. Combining Elements</b></p> <p>When AT&amp;T orders combinations of elements that are not interconnected in the SWBT network at the time of the order, should the contract provide for SWBT to combine those elements, based on SWBT's determination not to permit AT&amp;T and other LSP technicians access to SWBT network facilities that is equal to the access available to SWBT technicians?</p>	<p>See related issue in Pricing Matrix V.</p> <p>Yes. SWBT has stated, since the Eighth Circuit decision, that it prefers not to allow LSP technicians the same type of access to SWBT network facilities that SWBT technicians use to connect network components for SWBT customers. Rather, SWBT has stated that it will continue, as it had planned, to make such connections between elements for LSPs. Given SWBT's unwillingness to provide nondiscriminatory access for purposes of making connections, SWBT's commitment to make those connections itself is essential to its provision of nondiscriminatory access to unbundled network elements. Accordingly, the requirement to make these connections should be incorporated into the contract.</p> <p>In its <i>Iowa Utilities Board</i> decision, the Eighth Circuit vacated the subparts of FCC Rule 51.315 that had required ILECs to perform the functions necessary to combine unbundled network elements as requested by competing carriers. In reaching this decision, the Eighth Circuit stated its assumption that the ILECs "would rather allow entrants access to their networks than have to rebundle the unbundled elements for them." Slip. op. at 141.</p> <p>In an August 1997 arbitration hearing with AT&amp;T in Texas, SWBT was called upon to address the impact of this Eighth Circuit ruling. During that</p>	<p><b><u>Attachment 7:</u></b></p> <p><b><u>6.X When AT&amp;T orders elements that are not currently interconnected and functional, SWBT will connect the elements for AT&amp;T, except as follows: (a) if AT&amp;T requests that the elements terminate in a collation space, AT&amp;T will be responsible for making the connection; and (b) if AT&amp;T orders an unbundled NID for connection to an AT&amp;T loop, AT&amp;T will be responsible for connecting the loop to the unbundled SWBT NID. There is no separate charge to AT&amp;T for SWBT providing the connections called for under this section, apart from the rates and charges for the relevant elements as listed on Appendix Pricing UNE - Schedule of Prices.</u></b></p>	<p>See 1st issue (1-J) in Attachment V - Pricing.</p> <p>AT&amp;T's language should be rejected since it is entirely unnecessary to ensure that SWBT will perform the function of connecting UNE through the offer of X-Conns. In addition, AT&amp;T's language suggests that SWBT will perform the function of combining (x-connecting) UNE on AT&amp;T's behalf at no charge. Although SWBT is willing to continue to offer to perform the combining of UNE for AT&amp;T, it is entitled to recover its costs for such combining. Finally, SWBT is willing to consider a request for access to UNE which will allow AT&amp;T to perform the function of combining elements. SWBT is not aware of any such request from AT&amp;T.</p>

**IV. UNE PARITY  
CONTRACTUAL DISPUTED ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

Issue	Reason why language should be included or excluded	AT&T Language	Reason why language should be included or excluded	SWBT Language
	<p>hearing, SWBT confirmed that it continues to object to AT&amp;T or any other LSP installing cross-connects between loop and switch port terminations on the main distribution frame in a SWBT central office, which is the means that SWBT uses to cross-connect those network components for its own purposes. August 1997 AT&amp;T/SWBT PUCT Arbitration, Tr. 501-02 (Deere); 511 (Deere). Based on this position, and citing its need to balance its own section 271 objectives, SWBT announced at the hearing that it had decided that "the best approach at this time is to continue to offer to do the connecting of unbundled elements." Tr. 503 (Auinbauh). "To the extent that the access that we offer to the unbundled elements will not allow the local service provider to do the connecting, we will do the connecting. It's a pretty reasonable position." Tr. 503-04 (Auinbauh); see also Tr. 507-08 (Auinbauh).</p> <p>SWBT effectively conceded that it will not allow entrants access to SWBT's network, at parity with SWBT's access, which was the assumption underlying the Eighth Circuit's decision to vacate the FCC rule provisions that obligated ILECs to do the "combining" work for entrants. <i>Iowa Utilities Board</i>, slip op. at 141. Accordingly, for elements that are not currently interconnected and functional at the time of an AT&amp;T order, SWBT should be held to its commitment to "continue to offer to [AT&amp;T] what we have offered in the</p>			

**IV. UNE PARITY  
CONTRACTUAL DISPUTED ISSUES MATRIX  
AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

Issue	Reason why language should be included or excluded	AT&T Language	Reason why language should be included or excluded	SWBT Language
	<p>past; and that is to actually do the connecting of the network elements." Tr. 507-08 (Aubinbuh). (Elements that are interconnected and functional at the time of the order may not be disconnected, as discussed elsewhere).</p> <p>AT&amp;T has proposed language that would incorporate this commitment into the Missouri contract. AT&amp;T submits that it is necessary and appropriate to incorporate this language into the Interconnection Agreement, in order to provide for the nondiscriminatory access to UNEs that the Act requires, given SWBT's position on technician access to its facilities.</p>			

**V. PRICING**  
**CONTRACTUAL DISPUTED ISSUES MATRIX**  
**AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

Issue	Reason why language should be included or excluded	AT&T Language	Reason why language should be included or excluded	SWBT Language
<p><b>1. UNE Pricing</b></p> <p><u>SWBT Statement of Issue:</u></p> <p>Should SWBT be allowed to charge for rate elements applicable to UNEs or ancillary items or capabilities to be used in conjunction with UNEs which are not contained in the July 31, 1997 Final Arbitration Order in Case No. TO-97-40?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>May SWBT assess rates or charges for AT&amp;T's use of unbundled network elements, other than the permanent rates and charges established by this Commission for UNEs in its July 31, 1997 Final Arbitration Order in Case No. TO-97-40?</p>	<p>No. In its July 31, 1997 Final Arbitration Order, the Commission established permanent prices for unbundled network elements. 7/31/97 Order at 4. The Commission specifically found as follows: "Prices for the unbundled network elements include the full functionality of each element. No additional charges for any such element, the functionalities of the element, or the activation of the element or its functionalities shall be permitted." <i>Id.</i></p> <p>With that finding, the process of establishing the prices that will apply to AT&amp;T's purchases of unbundled elements under its Interconnection Agreement with SWBT came to a conclusion. AT&amp;T is entitled to purchase the full functionality of the UNEs recognized by this Commission at the rates and charges set in this Commission's July 31 Order.</p> <p>SWBT has taken the position that, notwithstanding the July 31 Order, there are additional "rate elements" associated with AT&amp;T's prospective use of UNEs. SWBT asserts the right to impose additional charges for these "rate elements" and maintains that pricing for these rate elements was not "arbitrated" in the previous AT&amp;T arbitration or the related cost docket. SWBT's position is directly contrary to the July 31 Order and to the Act's cost-based pricing requirements. SWBT's position must be squarely rejected, lest it undermine the availability of cost-based access to</p>	<p><u>Attachment 6, Appendix Pricing-UNE</u></p> <p><u>1.X Prices for the unbundled network elements, as shown on Appendix Pricing UNE - Schedule of Prices, include the full functionality of each element. No additional charges for any such element, the functionalities of the element, or the activation of the element or its functionalities will be permitted.</u></p> <p><u>1.X Except for requests that are expressly made subject to the Special Request process described in section 2.X of Attachment 6 ("Special Request Elements"), AT&amp;T may order, and SWBT will provide, all Attachment 6 Elements on the basis of the attached Schedule of Prices. The Parties agree that the Appendix Pricing UNE - Schedule of Prices contains a complete list of rate elements and charges associated with AT&amp;T's ordering, provisioning, billing, maintenance, and use of the unbundled Network Elements that SWBT is required to provide under the Act (other than the items that are subject to the special request process). This paragraph does not limit or expand the use of the Special Request Process.</u></p> <p>(See also Appendix Pricing UNE - Schedule of Prices.)</p>	<p>AT&amp;T's position is that if a price is not listed on Attachment B for any item, then AT&amp;T should receive the item at no charge; even though AT&amp;T identified additional features, functions and/or capabilities other than those requested in Case No. TO-97-40. For example, AT&amp;T believes that it should receive customized routing, branding and rating, entrance facilities, standalone multiplexing, digital cross-connect systems (DCS), and access to SWBT's operational support systems (OSS) free. All of these items have costs associated with their provision that are not included in any UNE. In no case has the Commission required SWBT to give the item to AT&amp;T at no charge. SWBT is entitled to recover, at a minimum, its costs for any UNE, rate element applicable to UNE or ancillary items or capabilities to be used in conjunction with UNE. The special request process in Section 2 of attachment 6 is one method to handle such requests, and would give AT&amp;T the opportunity to raise the issue with the Commission if it wishes to claim that the cost is already in an existing UNE rate. In many cases SWBT has conducted a TELRIC study and has identified the additional costs for the items AT&amp;T is requesting. AT&amp;T continues to identify additional features, functions and work activities it is requesting SWBT perform on its behalf not previously identified in Case No. TO-97-40. SWBT incurs costs to provide these</p>	<p>(SWBT's proposed prices are contained in the attached Price Schedules. Attachment B of the Missouri Commission's July 31, 1997 Order and Appendix Pricing UNE include prices for UNEs, rate elements applicable to UNEs or ancillary items or capabilities to be used in conjunction with UNEs. The price schedule also includes prices for other offerings. However, prices for certain rate elements applicable to UNEs or ancillary items or capabilities to be used in conjunction with UNEs are not contained on Appendix B or Appendix Pricing UNE. If AT&amp;T requests items not on Attachment B or Appendix Pricing UNE, then AT&amp;T may elect to utilize the special request process referenced in Section 2 of Attachment 6 or may elect to negotiate a price with SWBT or may pursue any other lawful course.</p>

**V. PRICING**  
**CONTRACTUAL DISPUTED ISSUES MATRIX**  
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Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>unbundled elements promised by the July 31 Order.</p> <p>The prior arbitration proceedings left no room for SWBT to continue to unilaterally assert the right to collect additional UNE rates and charges. On the contrary, that process provided SWBT with full and fair notice and opportunity to present any and all proposed rates and charges associated with the elements that the Commission had recognized.</p> <p>To begin with, the Commission in its December 11, 1996 Arbitration Order required SWBT to make available to AT&amp;T eight unbundled network elements, without restriction: local loops; loop cross-connect; NID; local and tandem switching; interoffice transmission facilities; signaling and call related databases; operations support systems functions; and operator services and directory assistance facilities. December 11, 1996 Order at 8. The Commission also ordered SWBT to provide unbundled access to three subloop elements – loop distribution plant, loop concentrator/multiplexer, and loop feeder – and to dark fiber. <i>Id.</i> at 9-12.</p> <p>The Commission deferred the establishment of permanent pricing for these unbundled network elements. <i>Id.</i> at 32. The Commission established a schedule and procedure for setting those permanent rates. See July 31, 1997 Order at 2. That procedure offered all parties the opportunity to present their views, and</p>		<p>activities. AT&amp;T is not entitled to demand these items at no charge.</p> <p>The prices listed in Attachment B of the July 31, 1997 Order were supported by the PSC Staff's revised TELRIC cost studies that were the result of the 16 week investigation of of SWBT's TELRIC cost processes. SWBT provided 27 revised studies to the Staff for use in the July 31 pricing Order. It is not possible for those 27 studies to support every single item that has been, can or will be ordered by the new entrants. Where SWBT can demonstrate that additional costs are incurred in providing elements to the new entrants, it must be allowed to recover those costs.</p>	

**V. PRICING**  
**CONTRACTUAL DISPUTED ISSUES MATRIX**  
**AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>supporting data, on the rate structure that should apply to the unbundled elements and on the rate quantities themselves.</p> <p>Well before that procedure had concluded, the parties submitted to the Commission proposed contracts that included complete sets of competing UNE rates and charges. AT&amp;T challenged several of the rate elements proposed by SWBT, such as switching feature activation charges and LIDB and CNAM query transport charges. The Commission adopted the UNE rate schedule set out in Attachment B to the July 31 Order, and it found that there should be "no additional charges" for any of these elements.</p> <p>The schedule of UNE prices ordered by the Commission omitted several of the rate elements SWBT had proposed (again, for example, feature activation and LIDB and CNAM query transport charges do not appear on Attachment B to the July 31 Order). Based on the Commission's finding that its UNE prices include full functionality of the elements and that no additional charges are permitted, AT&amp;T understands that the exclusion of SWBT's proposed additional rate elements from the Attachment B UNE price schedule was deliberate. That is, the Commission determined that the rates it approved will provide SWBT full cost-based compensation for unbundled network elements, and that the additional rate elements proposed by SWBT were unnecessary or inappropriate. SWBT has had to opportunity to propose its additional rate elements, it did so, they were</p>			

**V. PRICING**  
**CONTRACTUAL DISPUTED ISSUES MATRIX**  
**AT&T-SWBT INTERCONNECTION AGREEMENT - MISSOURI**

Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>considered during the cost proceedings, and they were rejected.</p> <p><i>Nevertheless, SWBT has continued to take the position that AT&amp;T must agree to pay additional rates and charges for the network elements that it was ordered to unbundle in the December 1996 Arbitration Order. During negotiations to prepare a contract that would implement both the December 1996 and July 1997 Orders, SWBT has insisted that several of its proposed rate elements were "not arbitrated." It has asserted that position, despite the fact that SWBT's proposed charge for that rate element had been tendered to the Commission, that the Commission had omitted SWBT's proposed rate or charge from its UNE price schedule (Attachment B), and that the Commission had prohibited additional charges for unbundled network elements.</i></p> <p>SWBT recognizes that some of its proposed charges, such as feature activation charges, were rejected. In other instances, however, listed in the specific sub-issues that follow, SWBT persists in asserting its additional UNE charges. SWBT's position is untenable.</p> <p>For example, signaling and call-related databases were recognized as an unbundled element in the December 1996 Arbitration Order. The pricing of AT&amp;T's use of the SWBT LIDB database was addressed by the Commission in the prior</p>			

**V. PRICING**  
**CONTRACTUAL DISPUTED ISSUES MATRIX**  
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Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	<p>proceedings; the Commission's Attachment B includes a per query rate and a non-recurring charge for AT&amp;T's use of the SWBT Line Information Database (LIDB). July 31, Order, Attachment B, p. 4. Yet SWBT now asserts the right to collect a separate "Query Transport" charge for every LIDB query, over and above the query charge approved by the Commission. It does so despite the fact that SWBT's proposed "Query Transport" charge of \$0.0045, and AT&amp;T's opposition to that charge, had been tendered to the Commission as a disputed charge. See AT&amp;T proposed Missouri Interconnection Agreement filed 4/25/97, Attachment 6, Appendix Pricing UNE - Schedule of Prices at 10. SWBT's Query Transport charge was excluded from the approved list of UNE rates and charges on Attachment B, and SWBT may not attempt to resurrect it now.</p> <p>The same analysis holds true for each of the additional SWBT proposed rates and charges addressed below. Each relates to an unbundled element that was recognized in the December 1996 Order and for which rates were established in the July 1997 Order. With limited exception, SWBT's proposed additional rates and charges were tendered to the Commission not later than April 1997, when AT&amp;T submitted its proposed Interconnection Agreement containing all the disputed rates and charges. Each of SWBT's proposed additional rates and charges was omitted from the permanent rates and charges set by the Commission in Attachment B to</p>			



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**CONTRACTUAL DISPUTED ISSUES MATRIX**  
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Issue	Reason why language should be included or excluded AT&T Language	AT&T Language	Reason why language should be included or excluded SWBT Language	SWBT Language
	<p>its July 31 Order.</p> <p>AT&amp;T requests two actions by the Commission to halt what otherwise threatens to be a never-ending parade of proposed UNE rates and charges that will prevent any LSP from developing and executing a plan to deliver competitive telecommunications services to Missouri consumers using SWBT's unbundled network elements. First, the Commission should reject each of the proposed additional rates and charges discussed below, on the ground that permanent, cost-based rates for the relevant element were established by this Commission's July 31, 1997 Final Arbitration Order. Second, and more fundamentally, AT&amp;T requests that the Commission order that the Interconnection Agreement include the language that AT&amp;T has proposed here for Sections 1.X and 1.X of Appendix Pricing UNE. This proposed language will incorporate into the contract the Commission's ruling that the approved UNE rates include all the functionality of the elements and that further charges for those functionalities, or activation of those functionalities, are prohibited. It also will affirm that the list of unbundled element prices approved by the Commission and incorporated into the contract is the complete list of prices associated with the network elements that SWBT has been required to unbundle (except for certain out-of-the-ordinary situations that the parties have agreed should be subject to a special request process, e.g., requests for new types of</p>			

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**CONTRACTUAL DISPUTED ISSUES MATRIX**  
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Issue	Reason why language should be included or excluded	AT&T Language	Reason why language should be included or excluded	SWBT Language
	<p>unbundling). This language should foreclose future disputes between the parties of the type that it presented here.</p> <p>AT&amp;T has included this issue in the current application for arbitration out of an abundance of caution. Obviously, AT&amp;T believes that the July 31, 1997 Final Arbitration Order resolved these pricing issues. AT&amp;T is attempting to obtain clarification from the Commission in that regard during the process of preparing and presenting a compliance contract for Commission approval. AT&amp;T also continues to review these matters with SWBT, in hopes of obtaining agreement that complete UNE prices have been established and SWBT's proposed additional rates should be withdrawn. However, if SWBT persists in asserting the right to charge additional UNE rates and the dispute over these proposed additional charges is not explicitly resolved during the contract approval process, AT&amp;T must request the Commission to rule on them here.</p> <p>AT&amp;T has invested over one-and-a-half years in negotiations and proceedings before this Commission, in order to establish its right of access to, and cost-based prices for, the full array of SWBT's unbundled network elements. This Commission's December 1996 and July 1997 Orders establish that access and those prices. AT&amp;T requests the Commission promptly to put an end to SWBT's effort to circumvent those rulings and to assess unapproved</p>			

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Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	UNE rates and charges that will only add cost, confusion, and delay to new entrants' use of SWBT's unbundled elements.			
<p>1a.</p> <p><u>SWBT Statement of Issue:</u></p> <p>May SWBT assess an EAS Port Additive Charge when AT&amp;T requests a telephone number with a NXX which has an expanded area calling scope and AT&amp;T's end user is allowed to receive toll free calls from SWBT customers calling the AT&amp;T end user?</p> <p><u>AT&amp;T Statement of Issue:</u></p> <p>May SWBT assess an EAS Port Additive Charge, over and above this Commission's approved unbundled switching charges, to artificially compensate SWBT for EAS revenues it once received from customers that have moved to AT&amp;T?</p>	<p>No. SWBT's proposed EAS Port Additive is an attempt to add charges for an unbundled element – local switching – which was the subject of the prior arbitration and for which the Commission already has established permanent, cost-based rates.</p> <p>SWBT did not propose this charge until after the parties had filed proposed contracts and disputed contract issues with the Commission in April 1997. AT&amp;T does not know whether SWBT proposed this charge and attempted to support it in consultation with the Commission staff during the cost proceeding. Certainly it had the opportunity to do so, and it has no basis for seeking to add another local switching charge at this time. Further, the proposed EAS Port Additive Charge is plainly improper under the Act. SWBT seeks to introduce the concept that in a UNE, TELRIC -based environment, it is entitled to a regulatory-style "make-whole" element: the EAS Port Additive. Specifically, SWBT seeks to impose an additional monthly charge for any switching port serving a customer that previously provided EAS revenues to SWBT. SWBT seeks to assess this charge, over and above the port and usage charges that otherwise apply, despite the fact that there is no additional equipment or work required to supply such a port. This EAS Port Additive rate is clearly</p>	<p>(AT&amp;T proposes no competing language on this subject and requests the Commission to reject SWBT's proposal)</p>	<p>When AT&amp;T utilizes an NXX equipped for two-way toll free EAS, SWBT is entitled to compensation. The situation presented here involving UNE (namely that AT&amp;T receives the benefit of two-way toll free calling as a result of requesting a SWBT NXX specially equipped to provide EAS) entitles SWBT to the proposed compensation. If AT&amp;T's proposal were adopted, AT&amp;T would receive the benefits of toll free calling analogous to an 800 service. Under AT&amp;T's proposal, SWBT would waive toll charges to SWBT end users calling AT&amp;T end users and SWBT would receive no off setting compensation for this arrangement - - clearly another something for nothing argument.</p>	<p>When AT&amp;T requests a telephone number with a NXX which has an expanded area calling scope (EAS) in a SWBT end office, AT&amp;T will pay the charge contained on Appendix Pricing UNE - Schedule of Prices labeled "EAS Port Additive".</p>

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Issue	AT&T Reason why language should be included or excluded	AT&T Language	SWBT Reason why language should be included or excluded	SWBT Language
	not part of the cost of providing unbundled local switching.			
1b. May SWBT assess multiplexing charges, over and above the dedicated transport charges approved by the Commission?	<p>No. SWBT's proposed multiplexing charges are an attempt to add charges for an unbundled element – dedicated transport – which was the subject of the prior arbitration and for which the Commission already has established permanent, cost-based rates.</p> <p>Multiplexing is a necessary component of interoffice transmission functionality. When an LSP orders higher-speed dedicated transport to be connected to lower-speed transport or to unbundled loops, multiplexing must be supplied in order for the transmission facility to function. AT&amp;T understands that the dedicated transport rates set in the Commission's July 31, 1997 Order include multiplexing functionality. The Commission Advisory Staff Costing and Pricing Report, on which the Commission relied in setting its permanent UNE prices, see July 31, 1997 Final Arbitration Order at 3-4, based its dedicated transport rate recommendation (which the Commission adopted) on a forward-looking fiber based network. The report specifically noted that the investments on which the recurring dedicated transport rates were based included "1996 cable broadguage costs and <i>multiplexing equipment investments provided by SWBT's procurement department.</i>" July 31, 1997 Final Arbitration Order, Attachment C, at 69. Multiplexing costs were included in the costs from</p>	<p><b><u>Attachment 6</u></b></p> <p><b><u>8.X There is no charge for multiplexing in addition to the rates charged for dedicated transport.</u></b></p>	<p>Yes. AT&amp;T has requested a UNE which is not listed in the Commission's Order in Case No. TO-97-40 issued on July 31, 1997. This issue was never arbitrated. AT&amp;T has requested a rate for multiplexing/ demultiplexing for voice grade to DS1 to DS3. SWBT has prepared a cost study to ascertain the rate which will be provided in a SWBT cost witness' testimony.</p> <p>See also AT&amp;T Matrix IV Issue #14 where AT&amp;T agrees to pay for multiplexing. AT&amp;T evidently considers multiplexing as a "necessary component" yet failed to raise this issue in Case No. TO-97-40. The FCC considered multiplexing in developing its unbundling requirements (see paragraph 437), yet did not determine that this type of multiplexing was "necessary" and did not order it as part of unbundled dedicated transport. AT&amp;T appears to raise this issue in two places. In Matrix IV AT&amp;T acknowledges its obligation to pay, yet here AT&amp;T returns to that old familiar reprise "its free."</p>	(SWBT opposes inclusion of AT&T's language.)