

McLeodUSA and SBC Negotiations Status Matrix

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Appendix: RESALE

Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
1	2.1 MCLD proposed language 2/27/01 SBC & MCLD proposed language 6/6/01	<p>a) Delete "and any other applicable limitations or restrictions," This language is too broad - the obligations under the act are sufficient.</p> <p>d) MCLD proposes modifying SBC's language to, "<u>in accordance with any state commission order or regulation allowing a specific limitation on resale.</u>" The last sentence in paragraph shd read, "Except as otherwise expressed herein, consistent with SBC-13STATE's obligation under Section 251(c)(4)(A) of the Act, and <u>in accordance with any state commission order or regulation allowing a specific limitation on resale,</u> CLEC may resell other Telecommunications Services offered at retail by SBC-13STATE at the discount set forth in Appendix Pricing."</p> <p>f) Addressing SBC's concern, MCLD proposes the following language for the 2nd sentence to read, "Except as otherwise expressed herein, consistent with <u>SBC-13STATE's obligation under Section 251(c)(4)(A) of the Act and in accordance with state laws, rules, regulations, and state Commission orders allowing any applicable limitation on resale,</u> CLEC may resell other Telecommunications Services offered at retail by <u>SBC-13STATE</u> at the discount set forth in Appendix Pricing." (6/6/01)</p>		<p>b) SBC wants language left as original b/c they want their tariffs to govern.</p> <p>c) SBC proposes "and in accordance with state laws, rules, regulations, and state Commission orders." This includes deleting the phrase "and any other applicable limitation or restrictions"</p> <p>e) SBC has an issue with the term "specific". Wld consider changing to "any applicable" and including more of our language referring to the laws, rules and regs. (6/6/01)</p> <p>g) SBC approves language in "f". (6/27/01)</p>	Closed 6/27/01
Gen A	2.1.1.1	a) Made a request to see the three-tier discount structure for SouthWestern Bell-KS.		b) SBC sent KS Docket # 97-SCCC-149-GIT dated 3/24/00	Closed 1/31/01

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		c) MCLD suggests Deleting the last two sentences. The paragraph shd read: "CLEC shall select either (1) a uniform rate structure or (2) a three-tier discount structure based on lines, vertical features and toll."		d) OK	
2	2.2	a) Replace "relevant decisions of the appropriate Commission" with "applicable law". Reference to Commission is too broad. c) OK Paragraph shd read: "SBC-13STATE will offer products and services to CLEC for resale pursuant to applicable law and relevant decisions of appropriate Commission"		b) SBC feels that the services are controlled by the Commission rather than state law. d) OK	Closed 1/31/01
3	3.1	a) Replace last phrase of the first sentence with "permitted by applicable law", and delete 'tariff' from the phrase "with the exception of any tariff resale restrictions". MCLD concerned about reference to Tariffs governing rather than applicable law. SBC controls their tariffs, and this would allow them to potentially change the terms of the agreement unilaterally. c) Add to the end of 1st sentence, "to the extent such tariff restrictions are not inconsistent with CLEC's obligation under 253(b)(1) of the Act." (2/27/01) e) The reference should be 251(b)(1). Replace 253(b)(1) with 251(b)(1) in the proposal noted in "c)" above. (3/30/01)		b) SBC needs to have a wholesale tariff that is reflective of the resale tariff. It is designed to describe our obligation - not to limit MCLD's obligation. d) SBC believes the reference to 253(b)(1) is incorrect. (3/23/01) f) SBC is okay with this language. (6/6/01)	Closed 6/6/01

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		<p>Paragraph shd read, "Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by SBC-13STATE to SBC-13STATE's End Users through tariff(s), the rules and regulations associated with SBC-13STATE's retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply to the extent such tariff restrictions are not inconsistent with CLEC's obligation under 251(b)(1) of the Act. Use limitations shall be in parity with services offered by SBC-13STATE to its End Users."</p>			
4	3.2 MCLD provides cite for legal document 2/22/01	<p>a) Delete this paragraph. MCLD wants to clarify it is the wholesale customer to SBC, not the end user. (See issue #Gen B.)</p> <p>c) MCLD believes this language contradicts the law. <i>See Petitions for Declaratory Ruling and/or Preemption of Certain Provisions of the Texas Public Utility Regulatory Act of 1995, Docket No. CCBPol 96-13, CCBPol 96-14, CCBPol 96-16, and CCBPol 96-19, Memorandum Opinion and Order (rel. October 1, 1997) (Order FCC 97-346).</i></p>		<p>b) Language is there to (1) address parity issue, and (2) stress that Resale is the retail end user and not CLEC's own use.</p> <p>d) SBC does not agree to delete. SBC only allows CLEC's to resell to End Users per SBC tariff. (6/27/01)</p>	Closed 9/25/01

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	<p>MCLD proposes language (6/28/01)</p>	<p>e) MCLD's intent is to ensure the existing Residential Centrex product is not prohibited with this language. MCLD to propose language that outlines the products it wants to ensure are allowed for resale. (6/27/01)</p> <p>f) MCLD proposes the paragraph to read: "CLEC may resell Plexar, Centrex and Centrex-like services in accordance with state and federal laws, rules, regulations and commission orders. Functionality for Centrex or Centrex-like services to be resold by CLEC will be the same as that currently provided. In addition, caller-id with name and number functionality will be provided on all switch types. This functionality shall be available in all Class 5 switches no later than December 31, 2001. CLEC and SBC-13STATE shall agree by September 1, 2001 on a schedule for making this feature available on all non-Class 5 switches, which shall require, at a minimum, that the service be available with Centrex-like services no later than January 1, 2003 on all SBC-13State local switches." (6/28/01)</p> <p>h) MCLD is willing to remove the caller-id language. MCLD closes this issue with the paragraph reading: "CLEC may resell Plexar, Centrex and Centrex-like services in accordance with state and federal laws, rules, regulations and commission orders. Functionality for Centrex or Centrex-like services to be resold by CLEC will be the same as that currently provided." (9/25/01)</p>		<p>g) SBC accepts the first 2 sentences proposed. SBC does not accept the remaining language. SBC is not offering Centrex caller-id name and number as a product and would be unable to meet the timelines in the proposed language. SBC E137is offering POTS caller-id name and number as a product today. (7/23/01)</p>	

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6b	Insert new paragraph Dependent on 6A	a) Insert new paragraph, number 3.3.2.1, which reads, "Aggregation in other states for the purposes of resale volume discount offers will be permitted if consistent with applicable laws, rules, regulations and orders." (2/27/01) c) MCLD's proposal in "c)" of Issue 6A above addresses this issue. (3/30/01)		b) SBC counter-proposes language. Noted in "Issue 6A, b)" above. (3/23/01)	Closed 5/24/01
7	3.4	a) Replace paragraph with "CLEC shall only resell services furnished under this Appendix to the same End User(s). c) MCLD proposes the following language: "CLEC shall not resell residential class of service to end users who are not eligible to purchase residential class of service." (1/17/01) e) As part of rewrite, MCLD proposes adding to the beginning of the paragraph as noted in c, " Under this Appendix, which applies to SBC-13STATE, " The paragraph wld read, "Under this Appendix, which applies to SBC-13STATE, CLEC shall not resell residential class of service to end users who are not eligible to purchase residential class of service." (2/27/01) g) Because of the confusion, MCLD is updating the redline, and will then review the language in context. (5/24/01)		b) SBC there needs to be more detail because there are many nuances from state to state. Needs to reflect like category to like category. d) OK, SBC accepts language (noted in c) f) SBC rejects MCLD's proposed language. It is the CLEC's obligation to determine the eligibility of its End Users. SBC wants this language to remain to ensure it is covered if other companies MFN. (5/18/01)	Closed 6/6/01

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		h) MCLD wants the language to read, "CLEC shall not resell residential class of service to End Users who are not eligible to purchase residential class of service." (5/29/01)		i) SBC is okay with the language in 'h'. (6/6/01)	
7a	3.4.1	a) As part of rewrite, MCLD proposes replacing this paragraph with the following language. The paragraph shd read, "CLEC may only resell "special needs services," pursuant to requirements established by the appropriate state regulatory body, to persons who are eligible for each such service. As used herein, the term "special needs services" means for the physically disabled where the disability is related to vision, speech, hearing or motion. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure its customers are eligible to receive same. Further, SBC and McLeodUSA do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs." (2/27/01)		b) SBC rejects MCLD's proposed language. It is the CLEC's obligation to determine the eligibility of its End Users. SBC wants this language to remain to ensure it is covered if other companies MFN. (5/18/01)	Closed 8/09/01

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		<p>d) MCLD accepts the replacement language suggested by SBC. The paragraph shd now read, "CLEC may only resell "special needs services," pursuant to requirements established by the appropriate state regulatory body, to persons who are eligible for each such service. As used herein, the term "special needs services" means for the physically disabled where the disability is related to vision, speech, hearing or motion. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission. Further, SBC and McLeodUSA do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs." (6/6/01)</p> <p>f) What is in the tariffs that is not required by law? (6/6/01)</p> <p>h) MCLD has issue with SBC referring to tariff because tariffs do not always go through the Commission approval process. (6/27/01)</p>		<p>c) Change the 2nd to last sentence to read, "To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission." (6/6/01)</p> <p>e) SBC still wants language requiring MCLD to comply with SBC tariffs. The rules and regulations are included in our tariffs, so they wld be in compliance with the law. Also, this will keep the services that you provide in parity with SBC. (6/6/01)</p> <p>g) State tariffs must be approved by Commissions. If there is a state or FCC ruling that impacts SBC's tariff, they will change their tariffs accordingly.</p>	

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		j) MCLD would like to change SBC's language insert to " <u>or state specific tariff</u> " in the first sentence between "appropriate state regulatory body," and "to persons who are eligible..." (6/28/01)		i) SBC proposes inserting " <u>and state specific tariff</u> " in the first sentence between "appropriate state regulatory body," and "to persons who are eligible..." (6/27/01) k) SBC accepts MCLD's change noted in j. (8/09/01) The paragraph now reads, "CLEC may only resell "special needs services," pursuant to requirements established by the appropriate state regulatory body or state specific tariff, to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission. Further, SBC and McLeodUSA do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs." (8/9/01)	
7b	3.4.1.1	a) As part of rewrite, delete this paragraph. (2/27/01) c) The language in this paragraph is a repeat of language in paragraph 3.4.1. (6/6/01)		b) SBC rejects MCLD's proposed language. It is the CLEC's obligation to determine the eligibility of its End Users. SBC wants this language to remain to ensure it is covered if other companies MFN. (5/18/01) d) SBC agrees to delete the paragraph (6/6/01)	Closed 6/6/01

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8	3.4.1.2	<p>a) Replace 'must' with "need not", and delete the last two sentences. MCLD concern is that we shd not need to recertify status as "special needs" if CSR specifies it. (See Issue # 10, 12, 13, 14)</p> <p>c) As part of rewrite, delete this paragraph. (2/27/01)</p> <p>e) MCLD added the last line in paragraph 3.4.1 to address the SBC liability issue that SBC was concerned about in this paragraph. (6/6/01)</p>		<p>b) This is a liability issue. Not all state CSRs have "special needs" indicator and don't keep history of CSRs.</p> <p>d) SBC rejects MCLD's proposed language. It is the CLEC's obligation to determine the eligibility of its End Users. SBC wants this language to remain to ensure it is covered if other companies MFN. (5/18/01)</p> <p>f) SBC agrees to delete the paragraph (6/6/01)</p>	Closed 6/6/01
8a	3.4.1.3	<p>a) As part of rewrite, delete this paragraph. (2/27/01)</p> <p>c) The language in this paragraph is a repeat of language in paragraph 3.4.1. (6/6/01)</p>		<p>b) SBC rejects MCLD's proposed language. It is the CLEC's obligation to determine the eligibility of its End Users. SBC wants this language to remain to ensure it is covered if other companies MFN. (5/18/01)</p> <p>d) SBC agrees to delete the paragraph (6/6/01)</p>	Closed 6/6/01
9	3.4.2 et. al.	<p>a) MCLD made changes to make this one process for the SBC-13STATE region.</p>		<p>b) SBC combined into 3 groups b/c of 3 different applications: (1) SWB, WI, OH, MI, IN -- resale low income assistance where available by tariff; (2) Pacific, SNET, IL -- Lifeline & Linkup not available for resell; and (3) Nevada -- available for resale for 90 days.</p>	Closed 1/31/01

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		c) For document clarification: Section 3.4.2's language reads: "This section applies only to SBC-SWBT, SBC-OH, SBC-WI, SBC-MI, and SBC-IN." (8/17/01)			
9a	3.4.2 MCLD proposed language 2/27/01	a) As part of rewrite, MCLD proposes replacing this paragraph with the following language. The paragraph shd read, "CLEC may only resell low income assistance services, e.g., LifeLine and Link-up services, pursuant to requirements established by the appropriate state regulatory body, to persons who are eligible for each such service. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure its customers are eligible to receive same. Further, SBC and McLeodUSA do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs." (2/27/01)		b) SBC rejects MCLD's proposed language. It is the CLEC's obligation to determine the eligibility of its End Users. SBC wants this language to remain to ensure it is covered if other companies MFN. (5/18/01)	Closed 8/09/01

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	<p>MCLD proposed language 6/28/01</p>	<p>d) MCLD accepts the replacement language suggested by SBC. The paragraph shd now read, "CLEC may only resell low income assistance services, e.g., LifeLine and Link-up services, pursuant to requirements established by the appropriate state regulatory body, to persons who are eligible for each such service. To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission. Further, SBC and McLeodUSA do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs." (6/6/01)</p> <p>f) What is in the tariffs that is not required by law? (6/6/01)</p> <p>h) MCLD would like to change SBC's language insert to "or state specific tariff" in the first sentence between "appropriate state regulatory body," and "to persons who are eligible..." (6/28/01)</p> <p>j) For document clarification, the above language becomes paragraph 3.4.2.1 and the original language noted in 3.4.2.1 was deleted per Issue 10. (8/17/01)</p>		<p>c) Change the 2nd to last sentence to read, "To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission." (6/6/01)</p> <p>e) SBC still wants language requiring MCLD to also comply with SBC tariffs in the 1st sentence. The rules and regulations are included in our tariffs, so they wld be in compliance with the law. Also, this will keep the services that you provide in parity with SBC. (6/6/01)</p> <p>g) Same response as Issue 7a. SBC proposes inserting "and state specific tariff" in the first sentence between "appropriate state regulatory body," and "to persons who are eligible..." (6/27/01)</p> <p>i) SBC's accept's MCLD's proposed change in h. (8/9/01)</p>	

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10	3.4.2.1	a) If the customer has been certified, and SBC records indicate so, why does CLEC have to redo the certification for the customer? Seems to be awkward for customer. Same as Issue #8 b) As part of rewrite, delete original 3.4.2.1 paragraph. (2/27/01)		c) SBC rejects MCLD's proposed language. It is the CLEC's obligation to determine the eligibility of its End Users. SBC wants this language to remain to ensure it is covered if other companies MFN. (5/18/01) d) SBC is okay with deleting paragraph (6/6/01)	Closed 6/6/01
10a	3.4.2.2 - 3.4.2.4	a) As part of rewrite, delete these paragraphs. (2/27/01)		b) SBC rejects MCLD's proposed language. It is the CLEC's obligation to determine the eligibility of its End Users. SBC wants this language to remain to ensure it is covered if other companies MFN. (5/18/01) c) SBC is okay with deleting paragraph (6/6/01)	Closed 6/6/01
11	3.4.3	b) MCLD accepts language		a) SBC proposes language, " This Section Applies only to PACIFIC, SNET and AM-IL "	Closed 3/16/01
11a	3.4.3.1	b) MCLD accepts language		SBC proposes language, " PACIFIC, SNET and AM-IL Life line and Link-up services are not available for resale. "	Closed 3/16/01
11b	3.4.3.2 - 3.4.3.4	a) As part of rewrite, delete these paragraphs (2/27/01)		b) SBC rejects MCLD's proposed language. It is the CLEC's obligation to determine the eligibility of its End Users. SBC wants this language to remain to ensure it is covered if other companies MFN. (5/18/01) c) SBC is okay with deleting paragraphs (6/6/01)	Closed 6/6/01
12	3.4.4	b) MCLD accepts language (3/16/01)		a) SBC proposes language, " This Section Applies only to NEVADA "	Closed 3/16/01

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		c) Per SBC proposal for Issue 13 Section 3.4.4.1, this header proposed in "a" will be deleted. (8/9/01)			
13	3.4.4.1 MCLD proposes language 2/27/01	b) Delete "At the end of the 90 day...assistance services internally" and replace with, "To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure its customers are eligible to receive same. Further, SBC and McLeodUSA do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs."		a) SBC proposes language, "NEVADA low income assistance service, e.g., Lifeline and Link-up services are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). At the end of the 90 day period, CLEC is responsible for initiating Local Service Requests (LSR) to the ILEC for converting any existing ILEC Customer Service Records (CSR) from low income designated services to normal residential service. CLEC will be responsible for designating its own billing records and establishing and administering its low income assistance services internally."	Closed 8/9/01

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		<p>Paragraph shd read, "NEVADA low income assistance service, e.g., LifeLine and Link-up services are available for resale for a maximum period of 90 days from contract approval date. The CLEC has 90 days from the contract approval date to coordinate with the appropriate federal and state government agencies to establish the CLEC's own low income assistance service(s). To the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure its customers are eligible to receive same. Further, SBC and McLeodUSA do not warrant the accuracy of the information contained on the CSR with respect to eligibility of Special Needs." (2/27/01)</p> <p>d) MCLD requests SBC to provide a copy of the Nevada state order outlining requirements for LifeLine and Link-up. (5/22/01)</p> <p>f) MCLD will review the language and propose language that addresses SBC's liability concerns and MCLD's obligations to follow the laws, rules and regs. (6/6/01)</p>		<p>c) SBC reject MCLD's proposed language. Nevada law requires verification within 90 days and an LSR submitted to the ILEC and it be included in Interconnection agreement. (5/18/01)</p> <p>e) It is an SBC policy rather than a Nevada State law/order that requires the inclusion of Nevada language separately in the interconnection agreements. (6/6/01)</p>	

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		<p>g) If SBC's policy is to only allow 90 days for MCLD to certify the customer or the service is no longer resellable, MCLD will not be willing to accept this limiting language since it is not a state requirement. MCLD proposes striking the paragraph in its entirety and adding Nevada to the header of 3.4.2. (6/27/01)</p> <p>i) MCLD agrees to SBC's proposal in h. (8/9/01)</p>		<p>h) SBC counters MCLD and proposes striking Sections 3.4.4 through 3.4.4.5 in their entirety and insert "Nevada" to the header in 3.4.3, and insert "Nevada" to the language in 3.4.3.1. (8/9/01)</p>	
14	3.4.4.2 - 3.4.4.5	<p>b) As part of rewrite, delete these paragraphs/ (2/27/01)</p> <p>d) MCLD requests SBC to provide a copy of the Nevada state order outlining requirements for LifeLine and Link-up. (5/22/01)</p> <p>f) MCLD to review issues 13 and 14 in light of SBC explanation and propose language accordingly. (6/6/01)</p> <p>g) Same response and proposal as stated in Issue 13 item "g". MCLD proposes these paragraphs be deleted in their entirety. (6/27/01)</p>		<p>a) SBC proposes language,</p> <p>c) SBC reject MCLD's proposed language. Nevada requires verification within 90 days and an LSR submitted to the ILEC. (5/18/01)</p> <p>e) It is an SBC policy rather than a Nevada State law/order that requires the inclusion of Nevada language separately in the interconnection agreements. (6/6/01)</p> <p>h) Same counter proposal as stated in Issue 13 item h. SBC agrees to delete these paragraphs. (8/9/01)</p>	Closed 8/09/01
15	3.5	<p>a) Replace this section with "Promotions on Telecommunications Services are available to CLEC for resale. A wholesale discount will be applied to those promotions of ninety-one (91) days or more."</p>		<p>b) The language needs to remain as is because there are different standards for the various states.</p>	Closed 6/6/01

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		<p>c) Would like to make 1 consistent ruling for all states. Since each state allows promotions within the 91 days, believe we can simplify the language (noted in "a") and still remain in compliance per state. (3/23/01)</p> <p>d) This is to SBC's advantage because you get extra days for promotions in some states. Why is this not acceptable? (5/24/01)</p> <p>f) MCLD agrees to leave the original language for promotions. (6/6/01)</p>		<p>e) SBC will not accept language because then it wld be handling MCLD differently than it wld other carriers, regardless as to whether it is to our benefit. We want the language as original and handle each state separately. (6/6/01)</p>	
16	3.6	<p>a) MCLD requested example for clarification. (Same as Issue #17)</p> <p>d) OK with SBC last proposed language</p>		<p>b) Purpose of language is to say that CLEC cannot resale to self and receive wholesale discount.</p> <p>c) SBC proposes "SBC-13STATE will offer resale for any Telecommunication services provided at retail to subscribers who are not Telecommunication carriers." (1/31/01)</p>	Closed 3/16/01
17	3.7	<p>a) Replace paragraph with "CLEC shall only use resold local Telecommunications Services in a manner consistent with legal requirements."</p>		<p>b) SBC finds MCLD language to general -- want specificity. SBC issue is moving access over local</p>	Closed 3/16/01

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		c) Agree to leave language as originally submitted by SBC. Paragraph shd read, "CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers."			
18	3.8	a) Add to the last sentence "based on the identity of the End User involved." MCLD is the customer not the end user d) OK e) MCLD accepts original SBC language. Paragraph shd read, "A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate SBC-13STATE federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale." (3/16/01)		b) SBC doesn't care who end user is -- this is a pass through charge anyway. c) Suggest changing MCLD's proposed addition to "based on the class of service resold to CLEC's End User."	Closed 3/16/01
19	3.10	a) MCLD requested example for clarification.		b) If SBC or ILEC does not provide service in area today, they will not build out to do so.	Closed 1/31/01

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
20	3.11	<p>a) MCLD is unclear as to what charges apply in each state for new order, change order, conversion order, connection charge, etc. Break language out by state/group and make consistent with pricing attachments.</p> <p>c) Today MCLD gets billed a "line installation charge" or "service order charge." The proposed language references a "conversion charge." Because each state calls these charges something different, MCLD would like the contract language to coincide with the charges reflected in the pricing for each state. (3/23/01)</p> <p>e) The description of the process does not coincide with the language in the paragraph. Also, this type of process allows SBC to change the price of conversions by updating the CLEC handbook. In a round-about method, SBC can unilaterally change the material terms of the agreement. MCLD needs more clarity and certainty - possibly incorporating the listings from the CLEC Handbook. (5/24/01)</p>		<p>b) Appendices outline State specific charges such as conversions charges, new connects, features etc. Where tariff offerings are dominate for pricing then those tariffs rates will apply. (3/23/01)</p> <p>d) CLEC has to go to the CLEC handbook to identify what items are included in the price for conversions. CLEC then refers to the pricing list for those prices. (5/24/01)</p> <p>f) Paragraph 3.1 addresses conversion charges, which are located in Appendix Pricing. The methods and procedures for that Appendix Pricing is in the CLEC Handbook. (6/6/01)</p>	Open

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		<p>g) However, the paragraph states that we can find the pricing for conversion charges in Appendix Pricing in the 'Other (Resale)' category listed as conversion charges. When MCLD reviews the Appendix Pricing, we do not find the pricing for conversion listed as stated in paragraph. (MCLD will send some examples.) MCLD would prefer that all the Appendix Pricing be changed so to reflect the paragraph above (thus we can identify what we are being charged for). If not so, then we need to have a chart included in this appendix that identifies by state what items are part of the 'conversion charges' that this paragraph is referring to. (6/6/01)</p> <p>h) The Pricing Attachments dated 11/1/00 only show a "conversion charge" for KS. The remaining states do not have a "conversion charge" listed. (6/27/01)</p> <p>j) MCLD unclear what charges apply per state when converting a customer. The scenarios include: Converting a customer as is; converting a customer and adding new features; converting a customer and adding additional lines. Knowing the charge components for each scenario will help MCLD edit the pricing sheets. (6/27/01)</p>	<p>SBC to research pricing components per state for scenarios listed. (6/27/01, 7/23/01, 8/9/01, & 8/27/01)</p>	<p>i) SBC believes the updated Pricing Attachments have the charges listed. SBC to forward most recent pricing Attachments. (6/27/01)</p> <p>k) SBC sending this issue to the Pricing SME. (8/9/01)</p>	

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		m) MCLD suggests to the following states be first priority: IL, IN, KS, MO, MI, & WI. (8/27/01)		l) SBC understands MCLD's request and believes this request could take until the end of September to identify the charges and appropriate language. SBC asks MCLD to prioritize the states needing the language first. (8/27/01)	
21	3.12	<p>a) Delete the 3rd, 4th and 5th sentences; Delete "by CLEC of the stated violation" in the last sentence. The deleted language just lengthens the process - want to proceed to dispute resolution if need be.</p> <p>d) MCLD wants to ensure the process does not stretch out too long. Does the dispute resolution language that provides for negotiation/notice run concurrently and have the same number of calendar days as the negotiation/notice language referenced for negotiation prior to beginning dispute resolution in this paragraph? (3/27/01)</p> <p>f) MCLD accepts the original SBC paragraph language only with the delete of "(ii)" in the 4th sentence (as noted in "c".) (5/15/01)</p>		<p>b) SBC wants the language placed back in. Wants to give the CLEC an opportunity to respond and correct. Also, the billing process should be included, for clarification. Also, this only applies when SBC finds CLEC in dispute, not the other way around.</p> <p>c) SBC willing to strike in the 4th sentence: "and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater." (3/27/01)</p> <p>e) The process for Resale gives CLEC's 30 days to correct or CLEC can dispute the notice up to 14 days after receipt of notice. (5/15/01)</p> <p>g) SBC accepts the delete of "(ii)". (5/15/01)</p>	Closed 5/15/01
22	3.13	a) Delete "or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any."		b) SBC wants this explicitly laid out to ensure CLEC does not resale to self.	Closed 3/16/01

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		<p>c) MCLD believes that there is not a law that restricts the affiliates and subs</p> <p>e) MCLD accepts SBC proposed language (noted in d) (3/16/01)</p>		<p>d) (251 (4)(C) of the Act). Suggest leaving the entire paragraph as it was, and adding to the end of the paragraph "which provide any telecommunications services as defined in the Act, if any."</p>	
23	3.14 et. al.	<p>a) MCLD tried to make consistent btw the SBC-13STATE.</p> <p>c) MCLD believes assumability language should be consistent in 13-States, with the wholesale discount being the only difference per state. Would like language referencing 13State with a discount table outlining the per state wholesale rate. (3/27/01)</p> <p>e) MCLD wants language stating assuming contracts is not allowed in Nevada, Pacific, SNET, Oklahoma and Arkansas. (5/15/01) <i>(This issue of how to address the remaining states is now issue #27)</i></p> <p>h) In response to 'f', see 25a. In response to 'g', MCLD requests a copy of the state rulings outlining contracts cannot be assumed in Nevada, Pacific, SNET, Oklahoma & Arkansas. (5/24/01) <i>(This issue of how to address the remaining states is now issue #27)</i></p>		<p>b) Process and rules vary from state to state: (1) KS and TX; (2) SBC-Ameritech (3) Remaining states -- see Issue # 27</p> <p>d) Must keep states split out. Some states do not allow assumability of contracts. If the state is not noted, assumability is not allowed in that state. (5/15/01)</p> <p>f) SBC says to add MO to all the SWBT-TX and SWBT-KS language. (5/24/01)</p> <p>g) SBC does not want to put in the agreement that all other contracts are not assumable. Just want to leave reserved. (5/24/01) <i>(This issue of how to address the remaining states is now issue #27)</i></p>	Closed 6/6/01

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
24	3.14.1	<p>a) Add to the last sentence "and provided, however, if the Customer Service Record (CSR) for the End User does not reflect the existence of a CSP Contract, then SBC-13STATE must agree to release End User and not assess term liability." If the contract has run its course, then there is no longer a contract and term liability should not be assessed.</p> <p>d) If the CSR is not the correct place to determine the existence of a CSP Contract, then how will MCLD know that there is an existing contract and MCLD will be assessed term liability charges? (5/15/01)</p> <p>f) If the explanation in 'e' is accurate, then what is the issue with the MCLD proposed language. It would not hurt SBC. (5/24/01)</p> <p>h) It appears SBC is waffling on this issue. If the information is not obtained from the CSR, then how does MCLD get the information? (MCLD does not have access to anything but the CSR and going to the customer is not a reliable or practical means/method.) If it is always on the CSR, then the proposed language shd not be an issue, b/c it will never be triggered. MCLD needs some assistance from SBC on which way to resolve this issue. (6/6/01)</p>		<p>b) The CSR is not the place where the Contracts are necessarily recorded.</p> <p>c) Concerned with MCLD using the CSR as the determining factor. It would result in lost revenue to SBC if the CSR was inaccurate. (5/15/01)</p> <p>e) The CSR is where the information is available. IF there is nothing on the CSR then it is month-to-month. It will be the responsibility of the end user to show there is a contract if they disagree. (5/24/01)</p> <p>g) We can't accept this language because the CSR is not always correct, and the information may be somewhere else in the customer record. We suggest you see if the customer has the agreement. (6/6/01)</p> <p>i) SBC needs legal review of this. SBC cannot guarantee it is noted on CSR for each state. In some states it may be noted in the remarks section. (6/27/01)</p>	Open [Only applies to KS, MO & TX]

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		<p>k) Based on this explanation, SBC wouldn't know to bill MCLD, therefore inserting the language should not hurt SBC. (8/9/01)</p> <p>m) The chances of MCLD converting a customer 30 days after they signed a contract with SBC are slim, therefore, the proposed language should not hurt SBC. (8/9/01)</p> <p>p) MCLD proposes inserting at the end of the paragraph: "provided, however, if the Customer Service Record (CSR) for the End User does not reflect the existence of a CSP Contract, then SBC-13State agrees to release End User and not assess term liability, unless the contract was entered into less than fifteen (15) days prior to CLEC pulling the CSR." (8/9/01)</p>	SBC to review proposed language (8/9/01)	<p>j) CLEC's can determine if there is a CSP contract by reviewing the TA FID in the billing USOC's. If the contract is not noted in the TA FID and is noted only in remarks, SBC systems wouldn't know to bill the CLEC appropriately. (8/9/01)</p> <p>l) SBC systems don't update orders as quickly as we would like in some instances. In the meantime, the End User could convert to MCLD and the indicator would not show on the pending order. (8/9/01)</p> <p>o) Orders can be in pending status up to 1 year. SBC would be willing to consider language addressing system problems SBC may be experiencing. (8/9/01)</p>	
24a	3.14.1	b) MCLD is okay with this change. (6/6/01)		a) The term 'retail' should be included in the first sentence to be consistent with paragraph 3.14.4.1. (5/24/01)	Closed 6/6/01
25	3.14.4.1	a) Delete "retail" from the first sentence		b) OK (Closed 1/10/01)	

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		<p>c) MCLD is unclear whether "retail" was deleted. If it should be included in the language, "retail" should also be added to 3.14.1. (5/15/01)</p> <p>e) If SBC is adding 'retail' here, then it should be in 3.14.1 also - for consistency. (5/24/01)</p>		<p>d) SBC believes "retail" should be included. (5/15/01)</p> <p>f) Retail shd be included in both places. (6/6/01)</p>	Closed 6/6/01
25A	3.14.4.1	<p>c) MCLD agrees with the language in the separate paragraph. Are Missouri contracts called "CSP?" If not, are there any special requirements for Missouri? If not, can "SWBT-MO" be added to 3.14 thru 3.14.4? (5/15/01)</p> <p>d) SBC felt that MO was handled the same as TX and KS. MO has been incorporated within the language for TX and KS. However, if MO is the same in TX and KS, then why do we need the statement proposed by SBC. The statement contradicts the other language. (5/24/01)</p> <p>e) Upon joint review with SBC, MCLD believes the language shd read, "CLEC may assume SWBT-MO CSP contracts and tariffed volume and term contracts, but receives no wholesale discount." This statement wld be added to the end of paragraph 3.14.4.1. (6/6/01)</p>		<p>a) SBC added language at the end of 3.14.4.1 addressing how SWBT-MO will be handled. The language reads: "SWBT-MO tariffed and Individual Case Basis (ICB) contracts may be assumed, but receives no wholesale discount." (5/15/01)</p> <p>b) SBC believes SWBT-MO should be its own paragraph. (5/15/01)</p> <p>f) Contracts can be referred to as "CSP" or "ICB" which mean the same thing. SBC proposes to add "and ICB" to MCLD's proposed language between "SWBT-MO CSP" and "contracts and tariffed...".</p>	Closed 6/27/01

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		g) MCLD approves SBC's add. This language would be added as the last sentence to 3.14.4.1. MO will be referenced in the following sections: 3.14.2, 3.14.3, 3.14.4, 3.14.4.1, 3.14.4.2, 3.14.4.3, 3.14.5.1, 3.14.5.2. (6/27/01)			
26	3.15.1	<p>a) Add to end of paragraph: "Non-Standard Service contracts may be assumed."</p> <p>c) MCLD proposes the following Language: "SBC-AMERITECH Retail contracts may be assumed as provided below:" (1/17/01)</p> <p>e) MCLD does not believe the law allows SBC to put non-assumability clauses in a contract to protect themselves. CLEC should be allowed to provide service to any End User (3/27/01 & 5/15/01)</p> <p>f) MCLD would like "expressly prohibited by the contract" deleted from the first sentence per comments noted in "e"; and is willing to strike the language proposed in "a" if the first sentence is modified to read: "SBC-Ameritech retail contracts and Individual Case Basis (ICB) contracts may be assumed." (5/15/01)</p> <p>g) MCLD has issue with the 2nd sentence. If MCLD is assuming the existing contract as is (nothing is changing with the account), why can't MCLD assume grandfathered or sunsetted services? (5/15/01)</p>		<p>b) The addition circumvents the BFR process, because if it was non-standard then it was ICB and the margin is too low.</p> <p>d) Language does not work because it states they are assumable with only the prohibitions below. If the individual contracts do not prohibit assumability, then these additional prohibitions apply.</p> <p>h) SBC will take back language proposal in 'f'. SBC believes it has always been their policy to not allow contracts for grandfathered or sunsetted service to be assumed. Sunsetted services go away as of a SBC determined date. (5/15/01)</p>	Closed 7/25/01

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Issue #	Contract Section Reference	Description Comments	McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		<p>j) MCLD understands that is your policy, but we are trying to understand the basis for the policy. MCLD feels it should be able to assume these contracts since we are not changing the contract. (5/24/01)</p> <p>l) MCLD agrees to deleting the 2nd sentence, as stated in 'k'. MCLD is incorporating SBC's response in 'k' with the language change proposed in note 'f' (Still waiting for SBC to respond to this). The proposed language that SBC is to consider now reads "including retail contracts for Grandfathered and/or Sunsetting Services, and ICB contracts". (6/6/01)</p> <p>The sentence shd read, "SBC-AMERITECH retail contracts, including retail contracts for Grandfathered and/or Sunsetting Services, and ICB contracts may be assumed." (6/20/01)</p> <p>n) MCLD accepts SBC's proposed language noted in m. (7/25/01)</p>			<p>i) The policy for handling Sunset services is the same as Grandfathered services when it comes to availability. (5/24/01)</p> <p>k) Grandfathered and Sunsetting Services can be assumed. SBC agrees to delete the 2nd sentence, which reads, "Contracts for grandfathered and/or sunsetting services may not be assumed." (6/6/01)</p> <p>m) SBC counters with the sentence to read: "SBC-Ameritech retail contracts, including ICB contracts, may be assumed. Retail contracts for grandfathered and/or sunsetting services may be assumed for the same limited group of existing customers with the same terms and conditions." (7/23/01)</p>	
26A	3.15.2	b) MCLD believe this language is redundant. Propose striking this language. (5/15/01)			<p>a) SBC redline from 5/14/01 adds language to the end of the 1st sentence: "(if agreement does not prohibit assumption, the following disc. Apply)". (5/15/01)</p> <p>c) SBC agrees this is redundant and will strike. (5/15/01)</p>	Closed 5/15/01

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26B	3.15.2.4 (The 1st one listed on SBC 5/14/01 redline)	<p>b) MCLD requests a hard copy of the pending cost docket and requests the paragraph to be renumbered. (5/15/01)</p> <p>d) MCLD would like to see the cost study. (5/24/01)</p> <p>f) If this is an incomplete study, then is there a purpose for the 2nd sentence at all? We acknowledge it is under review, but there is nothing determinative as of yet. If SBC wants to include this language, then they need to be accurate about what they are referring to. (6/6/01)</p> <p>h) MCLD agrees to changes in 'g'. (6/6/01)</p> <p>i) This paragraph will be numbered 3.15.2.4 in the final draft. (6/6/01)</p>		<p>a) SBC deltes the reference to AM-IN in paragraph 3.15.2.3, and adds separate language for AM-IN. Language reads: "3.15.2.4 AM-IN tariffed and Individual Case Basis (ICB) contracts that are assumed will receive an interim wholesale discount of 3.39%. Final wholesale discount will be applied on a going forward basis awaiting the outcome of the pending cost docket." (5/15/01)</p> <p>c) It is actually a cost study - not a docket. (5/24/01)</p> <p>e) When the study is complete, we will provide a copy to MCLD. 6/6/01</p> <p>g) SBC suggests deleting the 2nd sentence and striking the word 'interim' in the 1st sentence. (6/6/01)</p>	Closed 6/6/01
26C	3.15.2.4 (The 2nd one listed)	<p>a) Same question as Issue 24. How does MCLD know if there is an existing retail contract? (5/15/01)</p> <p>c) MCLD approves the language. (5/15/01) This paragraph will be numbered 3.15.2.5 in the final draft. (6/6/01)</p> <p>e) For document clarification, This language is in 3.15.2.5. (8/17/01)</p>		<p>b) Identifying existing contracts will be addressed with Issue 24. (5/15/01)</p> <p>d) Shd be on CSR, but still checking. This will be handled with issue #24. (5/24/01)</p>	Closed 5/24/01

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26D	3.15.2.6 MCLD proposed language 9/25/01	a) MCLD proposes inserting the following paragraph: "If the Customer Service Record (CSR) for the End User does not reflect the existence of a retail contract, including ICB contracts, then SBC-Ameritech agrees to release End User and not assess term liability, unless the contract was entered into less than fifteen (15) days prior to CLEC pulling the CSR. (9/25/01)	SBC to review proposed language (9/25/01)		Open
27	3.16 (renumbered from 3.15.2.5)	a) Reserved this space so that SWBT-AR, SWBT-MO, SWBT-OK, Nevada, Pacific and SNET would be addressed. They are not included so far. (See Issue # 23) c) MCLD uncomfortable with leaving these states in a reserved status. Can an interim procedure be defined/implemented until a final decision is made? (3/27/01 & 5/15/01) f) Okay with incorporating MO with KS and TX. As for contracts that are not assumable, MCLD wants to see the orders that say the contracts are not assumable in these states. Also, MCLD wants language that if the law changes and the contracts become assumable, then the interconnection agreement will be changed. (5/24/01)		b) These states had not been addressed/decided when this was put together. d) SBC added language for SWBT-MO (noted in issue 25A). The remaining states are not assumable. SBC agrees to add language for the remaining states in 3.14, per issue 23. (5/15/01) e) SBC SME does not want state that the contracts are not assumable. Also, MO is the same as TX and KS in addition to the added statement in 'd'. (5/24/01)	Agree to Disagree 6/27/01 [Only applies to AR, OK, Nevada, SNET, & PACIFIC]

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		<p>h) SBC has insisted on details on how each state is addressed throughout this agreement, despite MCLD's efforts to combine and make a single process for all states. MCLD is now concerned why SBC is suddenly wanting to change their position here. MCLD is firm on the position that AR, OK, NEvada, Pacific and SNET need to be addressed -- will not leave open ('reserved'). MCLD restates that if the contracts are not assumable, then we want that stated and we want the legal references where the law says they are not assumable. (6/6/01)</p> <p>i) This paragraph is renumbered as 3.16 from 3.15.2.5 (See updated Redline dated 6/6/01) (6/6/01)</p> <p>l) MCLD is firm that SBC's policy should be stated in this contract if MCLD is unable to assume contracts. This will be an Agree to Disagree. (6/27/01)</p>		<p>g) SBC only wants to put in writing when contracts are assumable, not when they are not assumable. (6/6/01)</p> <p>j) SBC agrees to the renumbering (6/6/01)</p> <p>k) It is a policy decision rather than a state ruling that SBC will not allow CLEC's to assume contracts in these states. SBC is firm on not allowing language in the contract stating contracts cannot be assumed in these states. (6/27/01)</p>	
28	4.2	<p>a) Delete 1st phrase in 1st sentence; insert "without charge" after 'SBC-13STATE will include'; MCLD wants to specify without charge as it applies specifically to each state.</p> <p>c) MCLD wants a general statement of the rule with the exceptions listed. (3/27/01)</p>		<p>b) The situation varies by state -- not able to make a blanket statement.</p> <p>d) SBC provided pricing attachments for AR, OK, MO and KS. (5/15/01)</p>	<p>Agree to Disagree 6/28/01</p>

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		<p>e) The Pricing provided is for books. MCLD's issue is with the Directory Listing. It is our understanding that SBC provides its retail customers, in all states, 1 free directory listing. MCLD wants parity with SBC retail customers, and would like it expressly stated that one Directory Listing is without charge. If SBC charges for this in some states, we would like language outlining the states with charges. (5/15/01)</p> <p>f) After the 1st sentence, insert, "Each CLEC business End User shall also be provided a yellow page listing at no charge." (5/23/01)</p> <p>h) If it is free, then it should not be an issue that MCLD wants the statement "without charge" included in the statement. (5/24/01)</p> <p>j) Since the White Pages section does not apply to Resale, MCLD wants to ensure consistency in application to our customers. SBC Business customers receive a listing in the Yellow Pages, and MCLD seeks parity for our Business customers. MCLD proposes inserting as the 2nd sentence: "Each CLEC business End User shall also be provided a yellow page listing at no charge." (5/24/01)</p>		<p>g) MCLD will receive one free directory listing.</p> <p>i) SBC agrees to inserting "without charge" into the statement following, "...primary alphabetical listings". The Issue of "without charge" is closed. (5/24/01)</p> <p>k) SBC is firm on not having YP language in the the Interconnection Agreement. SBC believes providing the YP contact to MCLD to verify if the separate YP Agreement allows a free YP listing resolves this issue. (6/27/01)</p>	

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		l) MCLD is firm on having YP language in the Interconnection Agreement. Since some Commissions have ordered that SBC must include CLEC business subscribers in its yellow page directories, MCLD believes YP language should be included in this Appendix. (6/28/01)			
28a	4.2 MCLD proposed language 6/20/01	a) NEW ISSUE: MCLD proposes inserting " which practices cannot be modified without giving adequate notice to CLEC, " between "practices" and "as well as" in the 1st sentence to make this paragraph consistent with language proposed in the Appendix White Pages, paragraph 2.3. (6/20/01)		b) SBC approves proposed language. (6/27/01)	Closed 6/27/01
29	4.2 MCLD proposed language (5/29/01)	a) Delete last sentence. This statement is too broad, and could impact the terms of this agreement unilaterally c) MCLD will address this issue upon receipt of SBC's proposal for Issue 28. (3/30/01) d) MCLD proposes adding to the end of the last sentence, " so long as such changes are consistent with all legal requirements and do not materially alter the terms of the agreement. " (5/29/01) The last sentence wld read, "The rules, regulations and SBC-13STATE practices are subject to change from time to time, so long as such changes are consistent with all legal requirements and do not materially alter the terms of this Agreement." (5/29/01)		b) Asked MCLD to propose language. (3/27/01) e) SBC accepts language addition noted in 'd'. 6/6/01	Closed 6/6/01

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29b	4.4.1 MCLD proposed language 5/23/01	a) Add to the end of the paragraph: " However, in the event SBC-13STATE compensates its own End Users for directory listing errors, SBC-13STATE shall compensate CLEC on a comparable basis for directory listing errors. " (5/23/01)		b) SBC is okay with proposed language change in 'a'. (6/6/01)	Closed 6/6/01
29c	4.4.2 MCLD proposed language 5/23/01	a) In the 1st sentence, Insert " by CLEC in providing " btw "...related to any error or omission" and "in CLEC's End User listing information,..." and delete "in" just before "CLEC's End User listing information. That phrase within the sentence wld read, "...Third Party in any way related to any error or omission by CLEC in providing CLEC's End User listing information,..." (5/23/01) d) MCLD would like to hold on this issue until Sections 13 and 14 of the GT&C's are finalized. (7/25/01)	MCLD holding until GT&C's finalized. (7/25/01)	b) SBC needs to have legal review. (6/6/01) c) SBC does not accept MCLD's proposed language. Issue 29c and 39 are related. MCLD's proposed language would definitely change the purpose of the paragraph and would not be consistent with GT&C's 14.1 - 14.4. (7/23/01)	Open
29d	4.5 MCLD proposed language 5/23/01	a) Add to the beginning of the 2nd sentence, " At CLEC's option, " The beginning of 2nd sentence shd read, "At CLEC's option, for White Page directories..."		b) SBC's SME appears to be deleting everything after the 1st sentence. Negotiator not sure of intent. SBC to send an email with the SME response following the call for MCLD clarification. (6/6/01)	Closed 6/27/01

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		d) MCLD approves SBC's language in "c)". (6/27/01)		c) SBC counters with the paragraph to read: "Each CLEC End User will receive one copy per primary End User listing of SBC-8State's White Pages directory in the same manner and at the same time that they are delivered to SBC-8STATE's End Users." Section 4.5.1 will remain. (6/27/01)	
29a	4.12 et.al. Items 29A - 31 are related.	a) MCLD suggest that the entire section be deleted. c) Could we treat Pay Phones as an Amendment if needed in the future? MCLD does not plan to offer Pay Phone service. (3/27/01) e) MCLD accepts the language as originally written. (5/22/01)		b) SBC says it may not be an issue now, but probably will encounter that market in the future. d) SBC will not treat this as an Amendment. They are concerned with other CLEC's MFNing this language. If/when MCLD wants to offer the service, the language will already be in the Agreement. (5/15/01)	Closed 5/22/01
30	4.12.3.1	a) Delete "IntraLATA" from the statement. A new ruling that no longer distinguishes just intraLATA. (Same issue as #30a) b) MCLD accepts the original language. (5/22/01)			Closed 5/22/01
30a	4.12.3.2	a) Delete "IntraLATA" from the statement. A new ruling that no longer distinguishes just intraLATA. (Same issue as #30) b) MCLD accepts the original language. (5/22/01)			Closed 5/22/01

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
31	4.12.6 MCLD proposed language (5/24/01) MCLD proposed language (5/29/01)	a) Delete the last sentence. Don't want to tie up our funds needlessly. c) MCLD proposes language to replace the last sentence. The language would read: "SBC-13State will not issue a check to CLEC if there is an outstanding past due balance associated with Payphone Compensation." (5/22/01) d) Rather than SBC's suggestion, add to the end of the sentence, "unless there has been a credit balance for the previous 3 months." The last sentence wld read, "SBC-13STATE will not issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to SBC-13STATE on the bill, unless there has been a credit balance for the previous 3 months." (5/29/01)		b) SBC suggests inserting "past due" or "over due" after "compensation exceeds the" to address our concern e) SBC is okay with additional language noted in d'. (6/6/01)	Closed 6/6/01
32	4.12.10.2	a) Clarify... c) OK, MCLD approves language as is		b) SBCs interpretation is that we can only order your appropriate class of service. Pay phone provider cannot order a POTS line, must order pay phone line.	Closed 1/10/01
33	5.4 et. al.	a) The language does not reflect AIT pricing for branding load charges.		b) SBC proposes: "5.4.3 SBC-Ameritech - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. An additional non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for each subsequent change to the branding announcement." (3/27/01)	Closed 5/15/01

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Appendix: RESALE

Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		c) MCLD would like to add to the end of SBC's proposal, "This charge is set forth in Appendix Pricing under the "OTHER (Resale)" category." (3/27/01) e) MCLD agrees to language change. (5/15/01)		d) SBC strikes their original language proposal (noted in "a") and adds "SBC-Ameritech" to 5.4.1 after "SBC-SWBT" in the 1st and 3rd sentences. (5/15/01)	
34	7.2	a) Insert "in accordance with industry standards and state requirements. At a minimum, SBC-13STATE shall implement CLEC service orders" btw "...CLEC service orders" and "within the same..." in the first sentence.		b) OK	Closed 1/10/01
35	7.2.1	a) Delete "as amended by SBC-13STATE in its sole discretion from time to time"; and add "provided the following requirements are met: i) thirty (30) days notice of any proposed change must be given prior to its effective date; ii) all material in the CLEC Handbook is consistent with applicable laws, rules, regulations and orders, and consistent with this Agreement, and iii) any proposed change to the CLEC Handbook may, prior to its effective date, be subject to the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached" to the end of the last sentence.		b) SBC suggests a compromise-Paragraph reads as follows: "Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein."	Closed 2/1/01

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		<p>c) MCLD will accept SBC's compromise language <u>only</u> with the addition of the following: "SBC-13STATE agrees to maintain the provisions in its CLEC Handbook consistent with applicable laws, rules, regulations and orders. CLEC will be given a reasonable amount time, to be negotiated between the Parties, to implement the changes in the Handbook."</p> <p>e) OK Paragraph shd read: "Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. SBC-13STATE agrees to maintain the provisions in its CLEC Handbook consistent with applicable laws, rules, regulations and orders. In the event the changes in procedures will negatively impact CLEC's service to End Users, the Parties will cooperatively work to implement the change."</p>		d) SBC suggests another change, "In the event the changes in procedures will negatively impact CLEC's service to End Users, the Parties will cooperatively work to implement the change."	
36	7.3.1	a) Same as instructions and issue as Issue #35		b) Same response as Issue #35	Closed 2/1/01

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		<p>c) MCLD will accept SBC's compromise language <u>only</u> with the addition of the following: "SBC-13STATE agrees to maintain the provisions in its CLEC Handbook consistent with applicable laws, rules, regulations and orders. CLEC will be given a reasonable amount time, to be negotiated between the Parties, to implement the changes in the Handbook."</p> <p>e) OK (Same language as agreed in #35)</p>		<p>d) SBC suggests another change, "In the event the changes in procedures will negatively impact CLEC's service to End Users, the Parties will cooperatively work to implement the change."</p> <p>Paragraph shd read: ""Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line. All Parties agree to abide by the procedures contained therein. SBC-13STATE agrees to maintain the provisions in its CLEC Handbook consistent with applicable laws, rules, regulations and orders. In the event the changes in procedures will negatively impact CLEC's service to End Users, the Parties will cooperatively work to implement the change."</p>	
37	7.4	a) Insert "timely" before "provide CLEC..." in the first sentence; Insert "monthly" before "bill(s) to its End..." in the first sentence.		b) OK	Closed 1/10/01
38	7.5	<p>a) Insert "at least" before "sixty (60) calendar days..." in the last sentence. Insert "prior to" before "the expected effective date of..." in the last sentence.</p> <p>c) MCLD would like to leave the language and then cut the days back to 30 days prior to the change.</p>		<p>b) Counter propose to Delete the last phrase and replace it with "in accordance to FCC and/or state specific guidelines."</p> <p>d) SBC cannot meet the 30 days notice, for example state or FCC orders that require SBC's compliance within only 15 days.</p>	Closed 5/24/01

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
	<p>MCLD proposed language</p>	<p>e) MCLD suggest leaving the original language and then add to the end "or in accordance to FCC and/or state specific guidelines"; The end of the last sentence shd read, "...at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change in accordance to FCC and or state specific guidelines."</p> <p>f) MCLD counter proposes the compromised language with our original request <u>and</u> the addition of "unless such notice is not feasible because of state specific or FCC requirements" to address SBC concerns of when they don't have an opportunity for notice. The end of the sentence wld read, "...appropriate State Commission, or, in situations where a tariff filing is not so transmitted, at least sixty (60) calendar days prior to the expected effective date of such change unless such notice is not feasible because of state specific or FCC requirements."</p> <p>h) MCLD believes the last sentence of MCLD's proposed language: "unless such notice is not feasible because of state specific or FCC requirements," addresses SBC's argument. (3/27/01)</p>		<p>g) Uncomfortable with stating "60 days." Timelines may vary from state to state and FCC requirements to implement may be less than 60 days. (3/27/01)</p> <p>i) SBC reads "of" to mean the same thing as "prior to". (5/24/01)</p>	

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		<p>j) MCLD believes SBC's proposed language change makes the language ambiguous. MCLD believes this language allows SBC to provide notice within 60 days after the change has taken place. (5/15/01)</p> <p>l) If SBC believes "prior to" and "of" mean the same thing than MCLD would prefer to have "prior to" as the language. (5/24/01)</p>		<p>k) SBC agrees to language if "prior to" can be replaced with "of." (5/24/01)</p> <p>m) SBC agrees to "prior to" language. (5/24/01)</p>	
39	7.7.1.3	<p>a) Delete "the willful misconduct or gross negligence of" from the last sentence.</p> <p>d) MCLD's standing firm on request to delete. (3/30/01)</p> <p>e) This language, with MCLD proposed change, appears consistent with the GT&C's Sections 13, and 14. Why is this language not acceptable in the Resale Appendix if it is noted in GT&C's? (5/22/01)</p> <p>f) See section 13, paragraph 13.2 and Section 14, paragraphs 14.1 - 14.4 of the General Terms and Conditions. (5/29/01)</p> <p>h) MCLD would like to hold on this issue until Sections 13 and 14 of the GT&C's are finalized. (7/25/01)</p>	MCLD holding until GT&C's finalized. (7/25/01)	<p>b) SBC wld expect this to be reciprocal and want consistent w/General T&Cs.</p> <p>c) SBC wants to keep statement. (3/27/01)</p> <p>g) SBC does not accept MCLD's proposed language. Issue 29c and 39 are related. Language in 13.2 is comparative fault with regard to claims of 3rd party. MCLD proposed language would do away with any indemnity for conduct of Pacific. (7/23/01)</p>	<p>Open</p> <p>[Only applies to Pacific]</p>

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
40	8.2.2.1	a) Delete this paragraph. Appears unnecessary; also want to know what the Case # u-11900 is referring to.		b) SBC states this is here because the MI-Commission will not approve this agreement if it is not referenced specifically. This is a slamming rule.	Closed 2/1/01
41	8.3	a) Delete last sentence. MCLD wants language that provides for notice if anything were to be reclaimed. c) The proposed language does not define abandon, nor explain the process for notification. What is the retail process? (3/27/01) e) How is MCLD notified if SBC is going to reclaim facilities? (5/15/01) h) MCLD approves the original language. (5/22/01)		b) SBC has added the language in and added to the end: "in the same maner SBC-13State handles its own retail end users." (3/27/01) d) SBC does not want to define abandon because the definition is lengthy & includes many scenarios. SBC suggests MCLD review the "Accessibility Letters" prior to 4/98 on SBC's website for the definition of abandon. (5/15/01) f) In a Resale environment, SBC waits for notification from MCLD that the premise was abandoned. (5/15/01) g) Abandoned service is defined in Accessibility letter CLEC099-071. (5/21/01)	Closed 5/22/01
42	8.4	a) Delete paragraph and replace it with, "Allegations of slamming shall be investigated pursuant to applicable laws, rules, regulations and orders."		b) SBC resubmits the original language with the following change: "at the request of CLEC" replaces "on behalf of CLEC"	Closed 2/1/01

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		c) MCLD is OK with new language change if paragraph is reciprocal and we can charge for service. MCLD suggest that the last sentence read "If either Party, at the request of the other Party, agrees to investigate an alleged incidence of slamming, the investigating Party shall charge the requesting Party an investigation fee as set forth in Appendix Pricing in the "Other (Resale)" category, listed as "Slamming Investigation Fee."		d) OK	
43	8.5.2	a) Delete 3rd to last sentence, which reads "CLEC agrees that SBC-13STATE may change the per WTN charge, at SBC-13STATE's sole discretion, so long as SBC-13STATE provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge." MCLD is concerned that SBC can unilaterally change a term of the agreement (pricing) without having to amend the agreement. c) MCLD does not want to remove the option, just not allow SBC to unilaterally change a term in the agreement without amending the agreement.		b) SBC suggests cutting the paragraph MCLD will not subscribe to the service. d) Inserting after the 1st sentence, "Prior to subscription, at CLEC request, the current WTN pricing and applicable transmission charges will be provided to CLEC." Delete "current WTN prices...listed as "Local Disconnect Report""; Delete SBC previous insert.	Closed 2/1/01

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Issue #	Contract Section Reference	Description	McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		e) OK			Paragraph should read: "On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. Prior to subscription, at CLEC's request, the current WTN pricing and applicable transmission charges will be provided to CLEC. SBC-13STATE will furnish the following information via the LDR:...CLEC shall pay SBC-13STATE for the LDR per WTN plus any applicable transmission charges for the LDR. SBC-13STATE grants to CLEC a non-exclusive right to use the LDR information provided by SBC-13STATE. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information."	
44	8.6	a) Delete "and billed by SBC-13STATE directly to End Users" (Same issue as # 44a) c) MCLD wants to go with first delete and keep it plain and short: SBC bills for their stuff and MCLD bills for their stuff.			b) SBC suggests leaving the language in and inserting "or a third party" before "directly to End Users." d) SBC suggests deleting "provided, however, CLEC shall not be responsible for payment of charges...directly to End Users." Paragraph wld read: "CLEC is solely responsible for the payment of all charges for all services finished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations."	Open

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
	<p>Items 44 and 44A are related</p> <p>SBC proposed language (7/27/01)</p>	<p>e) MCLD believes SBC's proposed language does not ensure MCLD will not be passed other companies' charges for billing to MCLD's End Users. Example: MCLD is the local provider for Y customer, customer uses a dial around for long distance, SBC passes dial around charges to MCLD for billing to End User. MCLD wants to ensure that these charges will not be passed on to MCLD for billing to End User. (3/27/01)</p> <p>g) MCLD believes this language is inconsistent with the language noted in GT&C's, Section 8.9.5. (5/22/01)</p> <p>i) However, these are negotiations with MCLD where Resale is part of an entire interconnection agreement. It is not being negotiated as a stand alone section. Also, the porting response does not address the issue of inconsistency with the General T&Cs. (6/6/01)</p> <p>k) To clarify that MCLD would not be passed SBC toll records to bill MCLD's End User, MCLD is willing to accept the original language contingent upon SBC's acceptance of the addition of the following paragraph: 8.6.2 "Nothing in this Section is intended to make CLEC liable for charges for services furnished by other carriers to CLEC End Users, or impose any obligation on CLEC to bill for services furnished by other carriers to CLEC End Users." (7/26/01)</p>		<p>f) Language needs to remain to address SBC's billing for casual usage. Casual usage would be sent from IXC to SBC to bill. SBC would then pass that charge to MCLD to bill the End User. (5/15/01)</p> <p>h) Due to the porting issue, Resale could be a stand alone section. SBC would need that language in that situation. (6/6/01)</p> <p>j) SBC disagrees that the original language conflicts with the GT&C's. MCLD will pay for all resold services/charges that they incur. (7/23/01)</p> <p>l) SBC counters with "Nothing in this Section is intended to make CLEC liable for interexchange calls furnished by an IXC to CLEC End Users, or impose any obligation on CLEC to bill for interexchange calls furnished by an IXC to CLEC End Users." (7/27/01)</p>	

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Issue #	Contract Section Reference	Description Comments	McLeodUSA	Action Items	Description SBC/AIT Comments	Status
		<p>m) Based on SBC's proposed language in 1, is SBC trying to carve SBC out of this scenario?</p> <p>p) MCLD has two questions. 1) Is SBC included as an IXC per the language proposed in 1. 2) If a MCLD End User dials around and uses SBC for a long distance call, is it SBC's position that MCLD (as opposed to the End User) is "liable" for that charge? (8/2/01)</p>			<p>o) SBC is not trying to exclude themselves, but rather trying to narrow the language. MCLD's language could include any service. If SBC gets bill arounds from an IXC for MCLD, SBC will send them back to the IXC. SBC's proposed language clarifies the issue and ensures the language matches the GT&C language. (7/30/01)</p> <p>q) In response to question 1, SBC is not included as an IXC in this language. (8/9/01)</p>	
44a	8.7	<p>a) Delete "and billed by SBC-13STATE directly to End Users" (Same issue as #44)</p> <p>c) MCLD wants to go with first delete and keep it plain and short: SBC bills for their stuff and MCLD bills for their stuff.</p>			<p>b) SBC suggests leaving the language in and inserting "or a third party" before "directly to End Users."</p> <p>d) SBC suggests deleting "provided, however, CLEC shall not be responsible for payment of charges...directly to End Users." Paragraph wld read: "SBC-13STATE shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC."</p>	Open

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
	MCLD proposed language (7/26/01)	<p>g) MCLD believes this language is inconsistent with the language noted in GT&C's, Section 8.9.5. (5/22/01)</p> <p>i) However, these are negotiations with MCLD where Resale is part of an entire interconnection agreement. It is not being negotiated as a stand alone section. Also, the porting response does not address the issue of inconsistency with the General T&Cs. (6/6/01)</p> <p>k) To clarify that MCLD would not be passed SBC toll records to bill MCLD's End User, MCLD is willing to accept the original language contingent upon SBC's acceptance of the addition of the following: 8.7.2 "Nothing in this Section is intended to make CLEC liable for charges for services furnished by other carriers to CLEC End Users, or impose any obligation on CLEC to bill for services furnished by other carriers to CLEC End Users." (7/26/01)</p> <p>m) Same Questions as noted in 44m above. (8/2/01)</p>	SBC to take back MCLD's 2nd question. (8/9/01)	<p>h) Due to the porting issue, Resale could be a stand alone section. SBC would need that language in that situation. (6/6/01)</p> <p>j) Same response as Issue 44 j. (7/23/01)</p> <p>l) Same counter proposal as is noted in Issue 44 l. (7/27/01)</p>	
45	8.12	a) Insert "non-binding" before the word forecasts. MCLD does not want there to be any question that forecasts are non-binding.		b) SBC policy is not to designate whether they are binding or not.	Closed 2/1/01

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		d) OK		c) Suggest inserting the language "In good faith" at beginning of sentence; and then leave "non-binding" in. The 1st sentence wld read: "In good faith, CLEC will provide non-binding forecasts to SBC-13STATE every January and July using the SBC-13STATE network information form, or a format mutually agreed to by the Parties."	
Gen B	General Concern	a) Need to address Dial 9 language in existing WI and IL Resale Agreements. c) This issue is dependent on the language approved for 3.2, Issue 4. (6/27/01) d) MCLD closes this issue. The language agreed to in Issue #4 addresses Dial 9. (9/25/01)		b) Language may be covered in agreement already	Closed 9/25/01
Gen C	General Concern	a) MCLD has "line level commitments" in existing Resale Agreements in IL and WI. Multi-state Interconnection Agreement will replace the existing Agreements. Need to address 'line level commitments'?		b) SBC will support eliminating line levels to move the Regional agreement forward	Open

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Issue #	Contract Section Reference	Description Comments McLeodUSA	Action Items	Description SBC/AIT Comments	Status
	Existing Resale Contract Language	<p>c) Line Level Commitment language from the existing MCLD/AIT Resale Agrmts. The language is the same and is listed in Section 7:10 in both the IL and WI Resale Agrmts: "Reseller shall maintain in service in the Territory a minimum average of 4,000 installed lines, annually (the "Line Capacity Commitment"). This Line Capacity Commitment may be fulfilled through the purchase of any type of Ameritech lines for resale." FYI: In IL = Territory is described as "subscribers within MSA's 2 through 16 in the state of Illinois."; In WI = Territory is described as "subscribers in the State of Wisconsin." (1/17/01)</p> <p>f) MCLD is open to however SBC wants to handle this issue. If SBC wants a letter stating MCLD's obligations are met, MCLD requests this letter to be sent & signed prior to the final Interconnection Agreement being approved & signed. (6/27/01)</p>	<p>SBC/MCLD Attorneys to determine the best way to address line level commitment language in the Resale Agreements. Hold for Legal discussion on 7/24. (8/9/01)</p>	<p>d) Still working this; A number of ways to address this. Possibly, when this agreement is signed, SBC wld send letter stating the MCLD has met all their commitments and the agreement is terminated, thus eliminating all line level commitments from previous agreements.</p> <p>e) In regards to Term Agreement, the tariff would indicate the liability cost by product. These are the same methods we use with our own End Users. (3/27/01)</p> <p>g) This issue should be addressed with the Attorneys during the GT&C's Appendix review. (8/9/01)</p>	