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00 MAY 26 PM 3:28  
RECORDS AND REPORTING

Blanca S. Bayó  
Director, Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: MCImetro and MCI WorldCom  
Petition for Arbitration With BellSouth

000649-7P

Dear Ms. Bayó:

Enclosed for filing on behalf of MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. are the original and fifteen copies of their Petition for Arbitration With BellSouth Under the Telecommunications Act of 1996. Also enclosed is a diskette for your convenience.

By copy of this letter, these documents have been furnished to the parties on the attached service list.

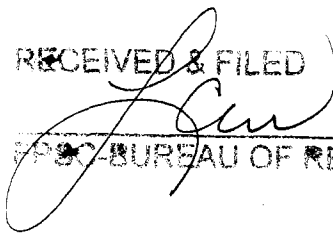
Very truly yours,



Richard D. Melson

RDM/kcg  
Enclosures

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DOCUMENT NUMBER-DATE  
06543 MAY 26 8  
FPSC-RECORDS/REPORTING 002838

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of MCImetro Access	}	
Transmission Services, LLC and	}	
MCI WorldCom Communications, Inc. for	}	
Arbitration of Certain Terms and Conditions	}	Docket No. _____
of Proposed Agreement with BellSouth	}	
Telecommunications, Inc. Concerning	}	Filed: May 26, 2000
Interconnection and Resale Under the	}	
Telecommunications Act of 1996	}	

**PETITION OF MCIMETRO ACCESS TRANSMISSION SERVICES, LLC AND  
MCI WORLDCOM COMMUNICATIONS, INC.  
FOR ARBITRATION WITH BELL SOUTH UNDER THE  
TELECOMMUNICATIONS ACT OF 1996**

MCImetro Access Transmission Services, LLC ("MCIIm") and MCI WorldCom Communications, Inc. ("MWC") hereby petition the Florida Public Service Commission ("FPSC") to arbitrate, pursuant to Section 252(b) of the Telecommunications Act of 1996 ("Act"), certain terms and conditions of proposed agreements between MCIIm and BellSouth Telecommunications, Inc. ("BellSouth") and between MWC and BellSouth. (MCIIm and MWC are referred to collectively herein as "MCI WorldCom.")

**PARTIES**

1. Petitioner MCIIm's full name and its official business address for its

Florida operations are as follows:

MCImetro Access Transmission Services, LLC  
Six Concourse Parkway  
Suite 3200  
Atlanta, Georgia 30328

DOCUMENT NUMBER-DATE

06543 MAY 26 8

FPSC-RECORDS/REPORT 002839

MCIIm is a Delaware limited liability company with its principal place of business at 1801 Pennsylvania Avenue, Washington, D.C. 20006. MCIIm has a Certificate of Authority issued by the FPSC that authorizes MCIIm to provide local exchange service in Florida. MCIIm is a "telecommunications carrier" and "local exchange carrier" under the Act.

2. Petitioner MWCOM's full name and its official business address for its Florida operations are as follows:

MCI WorldCom Communications, Inc.  
Six Concourse Parkway  
Suite 3200  
Atlanta, Georgia 30328

MWCOM was previously known as WorldCom Technologies, Inc. and before that as MFS Communications Co., Inc. MWCOM is a Delaware corporation with its principal place of business at 500 Clinton Center Drive, Clinton, Mississippi 39056. MWCOM has a Certificate of Authority issued by the FPSC that authorizes it to provide local exchange service in Florida. MWCOM is a "telecommunications carrier" and "local exchange carrier" under the Act.

3. MCIIm and MWCOM are affiliates. By Agreement with an effective date of December 1, 1998, MWCOM adopted all of the MCIIm-BellSouth Interconnection Agreement except for Exhibit VIII. In this arbitration, MCIIm and MWCOM are seeking interconnection agreements with BellSouth with the same terms and conditions. Accordingly, joint arbitration of their interconnection agreements is appropriate.

4. The names and addresses of MCI WorldCom's representatives in this proceeding are as follows:

Richard D. Melson  
Hopping Green Sams & Smith, P.A.  
P.O. Box 6526  
Tallahassee, FL 32314  
(850) 425-2313

and

Donna Canzano McNulty  
MCI WorldCom, Inc.  
325 John Knox Road, Ste. 105  
Tallahassee, FL 32303  
(850) 422-1254

and

Dulaney L. O'Roark III  
MCI WorldCom, Inc.  
Six Concourse Parkway  
Suite 3200  
Atlanta, Georgia 30328

5. BellSouth is a corporation organized and formed under the laws of the State of Georgia, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375. BellSouth provides local exchange and other services within its franchised areas in Florida. BellSouth is a "Bell Operating Company" and an "incumbent local exchange carrier" ("ILEC") under the terms of the Act.

#### **JURISDICTION**

6. The FPSC has jurisdiction over MCI WorldCom's Petition under the Act. A copy of MCI WorldCom's agreement with BellSouth regarding negotiation of interconnection agreements in Florida is attached as Exhibit A. This Petition is timely filed.

## NEGOTIATIONS

7. The negotiation of the MCIIm-BellSouth and MWCOM-BellSouth Florida Interconnection Agreements commenced on December 22, 1999. Negotiations have dealt with pricing, resale, unbundled network elements ("UNEs"), interconnection, collocation, rights-of-way, local number portability, business processes, ancillary services, performance measurements and general terms and conditions. As proposed by MCI WorldCom, the parties started with the currently effective MCIIm-BellSouth Interconnection Agreement as a base document and negotiated changes to be made to it. The parties have been able to resolve a number of the issues raised during the negotiations, but a number of issues remain unresolved. The issues MCI WorldCom wishes to arbitrate, and arbitration issues previously identified by BellSouth, are addressed in the Statement of Unresolved Issues below and in the matrix attached hereto as Exhibit B.<sup>1</sup>

8. A draft of the Interconnection Agreement reflecting the parties' negotiations to date is attached hereto as Exhibit C. Agreed upon language is shown in normal type; disputed language proposed by BellSouth is shown in underlined, boldface type; and disputed language proposed by MCI WorldCom is shown in boldface type. In the Statement of Unresolved Issues and in Exhibit B, MCI WorldCom has referenced certain, but not necessarily all, provisions in Exhibit C relating to each issue.

9. MCI WorldCom requests the FPSC to approve Interconnection Agreements between MCIIm and BellSouth and MWCOM and BellSouth reflecting (i)

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<sup>1</sup> To maintain consistent numbering across the BellSouth states, certain issues that have been resolved or consolidated have been noted in the petition, with appropriate explanation of their status. Maintaining consistent numbering should assist the parties and state commissions as MCI WorldCom-BellSouth arbitration issues are addressed and ruled upon.

the agreed upon language in Exhibit C and (ii) the resolution in this arbitration proceeding of the unresolved issues described below.

### **STATEMENT OF UNRESOLVED ISSUES**

#### **A. Pricing Issues**

##### **ISSUE 1**

**Issue:** *Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface? (Attachment 1, Section 2.9.)*

**MCIW position:** *No. When BellSouth fails to provide an electronic interface, it should not be able to impose a manual ordering charge.*

**BST position:** *Yes. BellSouth can impose manual ordering charges regardless of whether an electronic interface is available.*

10. BellSouth assesses a high manual ordering charge for processing manual orders, relative to its charge for electronically ordered processing. BellSouth is unreasonable and discriminatory, 47 U.S.C. 251 (c) (3), and does not provide parity when it provides and charges alternative local exchange carriers ("ALECs") for a manual process, without making an electronic process available, when BellSouth provides an electronic process for its retail business. Any ordering charges must be imposed pursuant to the forward-looking, economic cost-based pricing principles and methodology set forth by the Federal Communications Commission ("FCC"), including in 47 C.F.R. Sections 51.505 and 51.511. *First Report and Order, FCC 96-325, In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, at ¶ 523 ("Local Competition Order").* BellSouth should not be encouraged to use inefficient, costly ordering systems.

## ISSUE 2

- Issue:** *What prices should be included in the Interconnection Agreements? (Attachment 1, Appendix 1.)*
- MCIW position:** *The FPSC should establish the UNE rates proposed by MCI WorldCom in Attachment 1 on an interim basis subject to true-up. Once the FPSC establishes permanent rates for UNEs, those rates should be added to the Interconnection Agreements.*
- BST position:** *Interim rates should be those proposed by BellSouth.*

11. The FPSC should establish the UNE rates proposed by MCI WorldCom in Attachment 1 on an interim basis subject to true-up. Once the FPSC establishes permanent rates for UNEs, those rates should be added to the Interconnection Agreements.

### B. Resale Issues

## ISSUE 3

- Issue:** *Should the resale discount apply to all telecommunication services BellSouth offers to end users, regardless of the tariff in which the service is contained? (Attachment 2, Section 1.1.1.)*
- MCIW position:** *Yes. Offering a retail service under a tariff other than the private line or GSST tariffs does not preclude it from the wholesale discount.*
- BST position:** *No. Only private line and GSST tariff services are available for discount, consistent with the Act.*

12. The Act requires BellSouth “not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications services.” Act, § 251 (b)(1). BellSouth is required to “offer to any

requesting telecommunications carrier any telecommunications service that [BellSouth] offers on a retail basis to subscribers that are not telecommunications carriers for resale at wholesale rates.” 47 C.F.R. § 51.605(a).

13. BellSouth seeks to discriminate against MCI WorldCom by denying it the right to resell services included in BellSouth’s Federal and State Access tariffs at the applicable resale discount, even though those services are available to subscribers that are not telecommunications carriers. Thus, under BellSouth’s position it would be free to include retail services in its access tariffs and offer such services to its end users, while prohibiting MCI WorldCom from reselling those services at prices that would enable it to compete with BellSouth.

**C. Unbundled Network Element Issues**

**ISSUE 4**

- Issue:** *Should BellSouth should have the right to determine unilaterally the demarcation points for access to UNEs? (Attachment 3, Sections 2.2, 2.5, 4.6.2.5; Part B, Section 52.)*
- MCIW position:** *No. MCI WorldCom should have the right to designate any technically feasible point for access to UNEs.*
- BST position:** *Yes. MCI WorldCom should be able to obtain access to UNEs only at demarcation points established by BellSouth.*

14. Based on provisions in the Act and FCC rules, MCI WorldCom is entitled to request access to BellSouth UNEs at any technically feasible demarcation point. BellSouth should not be the sole arbiter of what access to UNEs is technically feasible, as it proposes



## ISSUE 5

**Issue:** *Should BellSouth be required to provide OS/DA as a UNE? (Attachment 3, Section 2.8.)*

**MCIW position:** *Yes. BellSouth must provide OS/DA as a UNE until it complies with the FCC's UNE Remand Order. Because BellSouth has not yet complied with the order, it must provide OS/DA as a UNE.*

**BST position:** *No. BellSouth contends that because it offers selective routing, whether or not effective, it is not required to provide OS/DA as a UNE.*

15. Under the FCC's recent order concerning the Rule 319 remand, BellSouth must provide operator services and directory assistance ("OS/DA") as a UNE if it does not provide selective routing that transports calls from BellSouth's switches to MCI WorldCom's OS/DA platforms. *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, FCC 99-238, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, released November 5, 1999, ¶ 463 ("UNE Remand Order"). ILECs must provide OS/DA as a UNE "to the extent they have not accommodated technologies used for customized routing." *Id.*

16. Although BellSouth purports to offer selective routing of OS/DA calls, it does not provide selective routing with a signaling protocol that is compatible with MCI WorldCom's OS/DA platforms. A compatible signaling protocol is necessary so that MCI WorldCom can identify the callers using its OS/DA services and bill them appropriately. Without a compatible signaling protocol, MCI WorldCom cannot offer its OS/DA service to customers it serves via BellSouth switches. BellSouth therefore

fails to offer *effective* selective routing and it must be required to provide OS/DA as a UNE until it does so.

#### ISSUE 6

**Issue:** *Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network? (Attachment 1, Section 1.5; Attachment 3, Section 2.4.)*

**MCIW position:** *Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in BellSouth's network.*

**BST position:** *No. Only those elements that already have been combined in BellSouth's network must be provided to ALECs in combined form.*

17. The UNE Remand Order, and *AT&T v. Iowa Utilities Board*, 119 S. Ct. 721, 737-38 (1999), compel the FPSC to find that the proper reading of “currently combines” in 47 C.F.R. Section 51.315 (b) means ordinarily combined within the incumbent’s network, in the manner in which they are typically combined. Thus, BellSouth must provide UNE combinations, not already combined, that BellSouth “currently combines.”

18. A ruling requiring BellSouth to combine currently unconnected network elements is consistent with precedent as well as the intent of the Act to hasten competitive entry through a number of service delivery methods, including use of leased network elements. An FPSC ruling directing BellSouth to combine elements upon request is both reasonable and pro-competitive.

## ISSUE 7

**Issue:** *Should BellSouth be required to combine network elements that are not ordinarily combined in its network? (Attachment 3, Section 2.11.)*

**MCIW position:** *Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are not ordinarily combined in its network.*

**BST position:** *No. BellSouth should not be required to provide such combinations.*

19. A finding that BellSouth must combine elements not ordinarily connected in its network is consistent with 47 U.S.C. Section 251(c)(3), 47 C.F.R. Section 315, *Iowa Utilities Board*, the UNE Remand Order and other law. The FPSC should exercise its authority under Florida law to require BellSouth to combine elements not ordinarily connected in BellSouth's network. Such a ruling would ensure that MCI WorldCom can offer the same functionalities and services as BellSouth and would allow greater innovation in service delivery to customers. BellSouth possesses superior information about its network and superior access to its network so as to perform these connections. The language proposed by MCI WorldCom would obviate the practical difficulties associated with MCI WorldCom combining elements that are part of BellSouth's network. Of course, MCI WorldCom should pay the forward-looking costs of any work that is required.

## ISSUE 7A

**Issue:** *Should BellSouth charge MCI WorldCom only for UNEs that it orders and uses, and should UNEs ordered and used by MCI WorldCom be considered part of its network for reciprocal compensation and switched access charges?*

*(Attachment 3, Section 2.12 and Attachment 4, Section 9.11.)*

**MCIW position:** *Yes. This approach should be adopted.*

**BST position:** *No. BellSouth is not willing to agree to the proposed language.*

MCI WorldCom has proposed language that would provide that it would be charged only for those UNEs that it orders and uses. Such UNEs would be considered part of MCI WorldCom's network for purposes of reciprocal compensation and switched access charges. Portions of BellSouth's network used for MCI WorldCom's traffic would be subject to interconnection charges under Attachment 4 as appropriate. This language is intended simply to clarify the manner in which the parties should compensate each other under their agreements.

#### **ISSUE 8**

**Issue:** *Should UNE specifications include non-industry standard, BellSouth proprietary specifications? (Attachment 3, Appendix 1; Attachment 3, Sections 4.3-4.14.)*

**MCIW position:** *No. Only industry standard specifications should be used.*

**BST position:** *Yes. BellSouth proprietary specifications should be included.*

20. MCI WorldCom has proposed industry standard UNE specifications for loops in Appendix 1 to Attachment 3. BellSouth seeks to add to those specifications BellSouth TR73600, which MCI WorldCom opposes because it is a BellSouth proprietary specification. Proprietary specifications do not necessarily adhere to national standards and may be changed unilaterally by BellSouth, and therefore are not appropriate. In addition, BellSouth's proposed specifications include language

concerning interference that is contrary to language that has been agreed to by the parties.

#### ISSUE 9

**Issue:** *Should MCI WorldCom be required to use a special construction process, with additional costs, to order facilities of the type normally used at a location, but not available at the time of the order? (Attachment 3, Section 4.1.1.)*

**MCIW position:** *No. The special construction process only should be required when the requested facilities are not of the type normally used at a location.*

**BST position:** *Yes. BellSouth is not obligated to construct facilities for MCI WorldCom. MCI WorldCom should use the special construction process if it wants BellSouth to construct facilities to serve a particular customer where facilities do not currently exist.*

21. BellSouth has proposed language that would require MCI WorldCom to use a special construction process involving additional costs whenever it orders a loop type not available at the location requested by MCI WorldCom. The special construction process should be required only when the loop type requested by MCI WorldCom is not normally used at the location. MCI WorldCom should not be required to use the special construction process when the loop type is normally used at the location, but facilities have been exhausted.

#### ISSUE 10

**Issue:** *Should the Interconnection Agreements contain MCI WorldCom's proposed terms governing spectrum compatibility and spectrum management? (Attachment 3, Sections 4.2.4.7-4.2.4.9.3.)*

**MCIW position:** *Yes. The Interconnection Agreements should contain MCI WorldCom's proposed terms governing spectrum compatibility and spectrum management.*

**BST position:** *BellSouth is willing to include in the parties' interconnection agreements terms governing spectrum compatibility and spectrum management consistent with applicable FCC Rules 51.230-51.233.*

22. The FCC has adopted rules governing spectrum compatibility and acceptable spectrum management procedures. These matters are vitally important to the deployment of digital subscriber loop ("DSL") service. MCI WorldCom proposed terms addressing these matters are based upon the FCC's rules.

#### ISSUE 11

**Issue:** *Should MCI WorldCom access the feeder distribution interface directly or should BellSouth be permitted to introduce an intermediate demarcation device? (Attachment 3, Sections 4.5.1.1.1, 4.5.1.2.3.)*

**MCIW position:** *MCI WorldCom should access subloop elements wherever it is technically feasible to do so, including at the feeder distribution interface, without having to connect to unneeded intermediate devices.*

**BST position:** *Direct access to the feeder distribution interface would adversely impact network reliability. MCI WorldCom should access the feeder distribution interface through an access terminal established by BellSouth.*

23. In the UNE Remand Order, the FCC required subloop unbundling and specifically identified the feeder distribution interface ("FDI") as a point of access. MCI WorldCom proposes to access the FDI directly and should be permitted to do so because it is technically feasible to provide such access. BellSouth proposes that MCI

WorldCom's access to the FDI only be provided through an intermediate demarcation device, based on unspecified security concerns. Such concerns are unfounded and should not prevent direct access to the FDI.

#### ISSUE 12

**Issue:** *Should the Interconnection Agreements contain MCI WorldCom's proposed terms governing the provision of optical loop concentrators, intelligent loop concentrators, and DSLAMs as unbundled network elements? (Attachment 3, Section 4.6-4.9; Part B, Section 59.)*

**MCIW position:** *Yes. The Interconnection Agreements should contain MCI WorldCom's proposed terms governing the provision of optical loop concentrators, intelligent loop concentrators, and DSLAMs as unbundled network elements.*

**BST position:** *No. Although BellSouth will offer an optical loop concentrator, the complex processes and coordination required to provide this service have not been developed because there has been no demand. BellSouth is not obligated to offer DSLAMs as unbundled network elements. Moreover, BellSouth is not familiar with the term "intelligent" loop concentrator.*

24. MCI WorldCom has proposed contract language for the provision as unbundled network elements, and defining, the functionality of optical loop concentrators, intelligent loop concentrators, and DSLAMs.

#### ISSUE 13

**Issue:** *Is optical feeder a subloop element which BellSouth must provide upon request? (Attachment 3, Section 4.5.1.5.)*

**MCIW position:** *Yes. Optical feeder is a subloop element which must be made available upon request pursuant to the Act and FCC regulations.*

**BST position:** *No. Optical feeder is not a subloop element which must be made available to new entrants upon request.*

25. BellSouth is required to provide nondiscriminatory access to subloop elements. The local loop element includes all features and functionalities of the loop including attached electronics. Also, the local loop includes DS1, DS3, fiber, and other high capacity loops. 47 C.F.R. § 319 (a)(1)(2). Thus, feeder at the OC-n level is part of the loop element and must be made available pursuant to BellSouth's obligation to unbundle the subloop elements.

26. BellSouth refuses to permit MCI WorldCom to attach its equipment to working optical feeder. BellSouth asserts that optical feeder is dark fiber. BellSouth's assertion is incorrect because the optical feeder at issue is working and serving customers. BellSouth refuses to provide access to the unbundled network element of optical feeder, a part of the subloop element, so as to impede MCI WorldCom's ability to serve customers who wish to change carriers.

#### **ISSUE 14**

27. This issue has been resolved.

#### **ISSUE 15**

**Issue:** *When an MCI WorldCom customer served via the UNE-platform makes a directory assistance or operator call, must the ANI-II digits be transmitted to MCI WorldCom via Feature Group D signaling from the point of origination? (Attachment 3, Section 7.2.1.16)*

**MCIW position:** *Yes. BellSouth should route these calls to MCI WorldCom, via an AIN dip, over common transport to a BellSouth tandem. To provide this functionality, BellSouth should convert the*



*signaling to Feature Group D signaling at the point of origination.*

**BST position:** *No. BellSouth does not route operator services or directory assistance calls, or calls to other MCI WorldCom end points or platforms, through the tandem switch. BellSouth does not provide selective routing using Feature Group D signaling with conversion occurring at the point of origination.*

28. The FCC has required ILECs to provide customized routing to new entrants via a compatible signaling protocol. 47 C.F.R. § 51.319 (f). Feature Group D signaling is compatible with MCI WorldCom's operator services and directory assistance ("OS/DA") platform, while the MOS signaling proposed by BellSouth is not. To send ANI-II digits to MCI WorldCom in a form useful to MCI WorldCom, BellSouth should use Feature Group D signaling from the point of origination. It is technically feasible for BellSouth to handle MCI WorldCom DA/OS traffic in this fashion and doing so is required if BellSouth is to provide customized routing which effectively permits MCI WorldCom to use its own OS/DA platform. This form of customized routing will permit MCI WorldCom to receive the ANI-II digits required.

#### ISSUE 16

**Issue:** *Should BellSouth be required to provide GR-303 equipped integrated digital loop carrier where it is available? Where such facilities are available, should BellSouth provide multi-hosting? (Attachment 3, Section 4.3.)*

**MCIW position:** *Yes. BellSouth should be required to provide GR-303 equipped integrated digital loop carrier where it is available, and in such cases should be required to provide multi-hosting.*

**RST position:** *BellSouth will make its GR 303 equipped integrated digital loop carrier facilities available to MCI WorldCom on an unbundled basis where such*

*equipment exists and will work cooperatively with MCI WorldCom to develop methods and procedures to "electronically cross-connect the loop to the feeder transport." BellSouth will not provide multi-hosting.*

29. GR-303 equipped Digital Loop Carrier ("DLC"), also referred to as "next generation" DLC, is the most modern, most efficient version of DLC being deployed today. GR-303 DLC allows for greater concentration of traffic and thus provides significant savings on feeder costs. The multi-hosting capability of GR-303 allows multiple switches, including those of ALECs, to be attached to the unbundled loops at the remote terminal. The ability to electronically cross-connect the loop to the feeder transport will minimize the need for costly, time consuming, and error prone manual cross connections.

30. Use of GR-303 is technically feasible and it is being deployed today by BellSouth in some parts of its network. It is an efficient technology that saves on feeder costs and can be used in the new competitive environment to allow ALECs to access DLC loops in an efficient electronic, rather than expensive, manual fashion. BellSouth should be required to provide GR-303 where it is available and in such cases provide multi-hosting.

#### **ISSUE 17**

31. This issue has been consolidated with Issue 13.

#### **ISSUE 18**

**Issue:**

*Is BellSouth required to provide all technically feasible unbundled dedicated transport between locations and equipment designated by MCI WorldCom so long as the facilities are used to provide telecommunications services, including interoffice transmission facilities to network nodes*

*connected to MCI WorldCom switches and to the switches or wire centers of other requesting carriers? (Attachment 3, Section 10.1.)*

**MCIW position:** *Yes. BellSouth is required to provide dedicated interoffice transmission facilities to the locations and equipment designated by MCI WorldCom, including network nodes connected to MCI WorldCom switches and to the wire centers and switches of other requesting carriers.*

**BST position:** *No. BellSouth will not provide dedicated interoffice transmission facilities to nodes in MCI WorldCom's network connected to MCI WorldCom switches or to switches of other requesting carriers. BellSouth only will provide transport to an MCI WorldCom or BellSouth switch or wire center.*

32. Under the Act and FCC rules, BellSouth is required to provide nondiscriminatory access to interoffice transmission facilities throughout its network. UNE Remand Order, ¶ 324. BellSouth therefore must provide dedicated transport, where it has facilities in place, to nodes in MCI WorldCom's network and to wire centers of other requesting carriers. This approach promotes network efficiency by reducing the need for duplicate facilities. For example, MCI WorldCom only may need dedicated transport from a BellSouth switch to equipment on an MCI WorldCom SONET ring (a "node") that is connected to an MCI WorldCom switch. In such instances, it would be uneconomical and inefficient to require that BellSouth provide dedicated transport all the way to MCI WorldCom's switch. BellSouth's position that it only should be required to provide dedicated transport to and from the switches and wire centers of the parties is inconsistent with the Act and FCC rules and should be rejected.

## ISSUE 19

**Issue:** *How should BellSouth be required to route OS/DA traffic to MCI WorldCom's operator services and directory assistance platforms? (Attachment 3, Sections 7.3.2, 7.3.2.2, 7.3.2.3, 7.6.4, 14.2.1.5. and 14.2.8; Attachment 9, Sections 2.8.1, 2.8.1.1, 3.2.1.1, 3.5.2 and 3.5.2.1.)*

**MCIW position:** *MCI WorldCom should have the option of having OS/DA traffic delivered to its OS/DA platforms in one of two ways. First, BellSouth should be required to transport this traffic using shared transport, either for all OS/DA calls or on an overflow basis, using a compatible signaling protocol from the point of origination. Second, BellSouth should be required, at MCI WorldCom's option, to provide dedicated transport for this traffic, using a compatible signaling protocol from the point of origination.*

**BST position:** *BellSouth does not route operator services or directory assistance calls, or calls to other MCI WorldCom end points or platforms, through the tandem switch. BellSouth does not provide selective routing using Feature Group D signaling with conversion occurring at the point of origination.*

33. To provide OS/DA services efficiently using its own OS/DA platform, MCI WorldCom requires the option of transporting OS/DA traffic from BellSouth's switch using either (i) shared transport, or (ii) dedicated transport, with overflow to shared transport if requested. Without access to shared transport, MCI WorldCom would be required to lease dedicated trunks from every BellSouth end office serving MCI WorldCom's customers, which would be prohibitively expensive and grossly inefficient. To deliver OS/DA traffic via shared transport effectively, BellSouth must provide a compatible signaling protocol from the point of origination that is, at the BellSouth end office providing the unbundled switching.

34. When MCI WorldCom requests dedicated transport for OS/DA traffic, BellSouth should be required to provide selective routing to MCI WorldCom dedicated trunks carrying its OS/DA traffic, using a compatible signaling protocol from the point of origination.

35. To date, BellSouth has refused to provide shared transport for OS/DA traffic and failed to provide dedicated transport with effective selective routing using a compatible signaling protocol from the point of origination. BellSouth should be required to provide both of these options.

**ISSUE 20**

36. This issue has been resolved.

**ISSUE 21**

37. This issue has been resolved.

**ISSUE 22**

**Issue:** *Should the Interconnection Agreements contain MCI WorldCom's proposed terms addressing line sharing, including line sharing in the UNE-P and unbundled loop configurations? (Attachment 3, Sections 14.1-14.1.8.)*

**MCIW position:** *The Interconnection Agreements should contain MCI WorldCom's proposed terms addressing line sharing.*

**BST position:** *BellSouth has proposed terms concerning line sharing, but has not agreed to provide line sharing in the UNE-P and unbundled loop configurations.*

38. MCI WorldCom has proposed specific language which provides for continued access to the High Frequency Spectrum portion of the loop as part of the unbundled network element platform and over an unbundled loop that a data ALEC uses

to provide advanced services. Thus, MCI WorldCom could provide voice service via the UNE-P over the same loop over which it (or a third party authorized by MCI WorldCom) provides advanced services. Similarly, MCI WorldCom could provide voice service over the same unbundled loop that a data ALEC uses to provide data services. In addition, MCI WorldCom has proposed contract terms governing the continuation of advanced services when a customer migrates its voice service to MCI WorldCom and the addition of advanced services to an existing UNE-P loop. Other terms proposed by MCI WorldCom cover the deployment of splitters by BellSouth and the pre-ordering, ordering, provisioning, maintenance, and billing details needed to implement line sharing. The FPSC should order the adoption of the terms proposed by MCI WorldCom.

### ISSUE 23

- Issue:** *Does MCI WorldCom's right to dedicated transport as an unbundled network element include SONET rings that exist on BellSouth's network? (Attachment 3, Sections 10.2.3, 10.5.2, 10.5.6.3, 10.5.9, 10.6, 10.7.2.16.)*
- MCIW position:** *Yes. MCI WorldCom's right to dedicated transport as an unbundled network element includes SONET rings that exist on BellSouth's network.*
- BST position:** *No. BellSouth is not obligated by the Act or Rules to provide existing SONET rings on its network as unbundled dedicated transport.*

39. The Act and FCC regulations require BellSouth to provide dedicated transport as an unbundled network element. The Act and FCC regulations on this point include all high capacity transmission facilities, throughout BellSouth's ubiquitous

transport network, and include existing ring transport architectures. UNE Remand Order, ¶ 324.

40. MCI WorldCom has proposed contract language to include existing SONET rings as unbundled transport. BellSouth refuses to provide this unbundled network element citing an FCC statement that ILECs are not required to construct new SONET transport facilities. As noted above, the contract language proposed by MCI WorldCom, consistent with the Act and FCC regulations, only includes existing SONET transport facilities as unbundled dedicated transport.

#### ISSUE 24

41. This issue has been resolved.

#### ISSUE 25

**Issue:** *Should BellSouth be required to use spare facilities, when available, to bring MCI WorldCom customers back on line as quickly as possible? (Attachment 3, Section 10.7.2.12.)*

**MCIW position:** *Yes. BellSouth should restore the customer's service first, then repair the facilities in question.*

**BST position.** *No. BellSouth should be able to determine the method of service restoration on a case-by-case basis.*

42. MCI WorldCom has proposed language requiring BellSouth to provide spare facilities, where available, and equipment necessary for provisioning repairs, and to meet MCI WorldCom's maintenance standards. The purpose of the proposed language is to require BellSouth, when performing repairs on an MCI WorldCom end user, to bring up the customer's service as soon as possible, using any available spare

facilities. Once the customer's service is restored, BellSouth should fix the problem and return the customer to the repaired facilities.

#### ISSUE 26

43. This issue has been resolved.

#### ISSUE 27

44. This issue has been resolved.

#### ISSUE 28

**Issue:** *Should BellSouth provide the calling name database via electronic download, magnetic tape, or via similar convenient media? (Attachment 3, Section 13.7.)*

**MCIW position:** *Yes. BellSouth should provide the calling name database via electronic download, magnetic tape, or via similar convenient media.*

**BST position:** *No. BellSouth is not required by the FCC's Rules to provide a download, electronically or by any other media, of BellSouth's calling name database. BellSouth is only required to provide access to the data contained in the database.*

45. The calling name database is needed to provide a number of services to MCI WorldCom's customers, including Caller ID with Name service. The database should be provided via electronic download or on magnetic tape, which are the most efficient means of providing it.

46. The FCC has ruled that "Incumbent LECs must also offer unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name database, Operator Services/Directory Assistance databases, Advanced Intelligent



Network databases, and the AIN platform and architecture.” UNE Remand Order, Executive Summary.

47. Electronic download is the most efficient, least costly means of providing the database. It is technically feasible to provide the information in this form, and indeed, the directory assistance database is provided via electronic download.

**D. Interconnection Issues**

**ISSUE 29**

**Issue:** *Should calls from MCI WorldCom customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, be terminated by BellSouth from the point of interconnection in the same manner as other local traffic, without a requirement for special trunking? (Attachment 4, Section 1.1.1.)*

**MCIW position:** *Yes. Calls from MCI WorldCom customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, should be terminated by BellSouth from the point of interconnection in the same manner as is other local traffic, without a requirement for special trunking.*

**BST position:** *No. For calls from MCI WorldCom customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, MCI WorldCom should be required to trunk the calls to BellSouth's TOPS platform.*

48. BellSouth's UniServe, Zipconnect and similar services permit local call termination to a variety of locations. For example, a call to a retailer with multiple locations such as a specific pizza delivery service, which subscribes to Uniserv, will be routed via the service to the pizza delivery location nearest to the caller. Such calls are local. Therefore, MCI WorldCom should deliver them to the point of interconnection

over local interconnection trunks. BellSouth should then transport and terminate these calls as it transports and terminates other local calls.

49. BellSouth proposes that MCI WorldCom place these calls on separate trunks to the BellSouth TOPS tandem. This requirement adds complexity to the network, increases opportunities for delay and error, and adds unnecessary trunking cost.

50. BellSouth's proposed method of enabling MCI WorldCom to provide Uniserve violates the interconnection requirements of the Act. Section 251(c)(2) of the Act requires incumbent local exchange carriers ("ILECs") to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network -- (A) for the transmission and routing of telephone exchange service and exchange access; (B) at any technically feasible point within the carrier's network; (C) that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and (D) on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, in accordance with the terms and conditions of the agreement and the requirements of this section and Section 252.

51. BellSouth's proposed method of enabling MCI WorldCom to provide Uniserve also violates the Act and the Local Competition Order by denying interconnection at technically feasible points within the network. It also violates the reciprocal compensation requirements of the Act. Section 251(b)(5) of the Act requires local exchange carriers "to establish reciprocal compensation arrangements for the transport and termination of telecommunications." This requirement clearly imposes an obligation on all local exchange carriers to transport and terminate telecommunications,

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subject to reciprocal compensation arrangements. In the Local Competition Order, the FCC confirmed that all local exchange carriers have a duty to route and terminate traffic delivered to them by competing local exchange carriers. In addition, BellSouth's proposal violates the Act and the Local Competition Order because it does not route and terminate Uniserv calls delivered by competing local exchange carriers.

### ISSUE 30

- Issue** *Should the FPSC adopt MCI WorldCom's proposal for augmentation of Joint Fiber Facilities. (Attachment 4, Section 1.7.)*
- MCIW position:** *Yes. MCI WorldCom proposes a 50% trigger to start the process to increase facility capacity as well as other procedures for efficient facility augmentation.*
- BST position:** *No. It is appropriate to begin augmentation of a final trunk group when utilization reaches the 75% to 85% level. However, whether to augment the underlying facilities over which those trunks are provisioned should be decided on a case-by-case basis.*

52. The decisions to augment the size of the trunk groups and to augment facilities need to have different triggers. Adding capacity to the facilities takes much longer than turning up a trunk group. Increasing capacity on facilities requires purchasing and installing more electronics equipment (i.e. FOTs) and possibly more fiber. This takes time for both companies, and requires coordination efforts to interconnect these facilities. MCI WorldCom proposes a 50% trigger to start the process to increase facility capacity. MCI WorldCom further proposes that facilities be augmented to ensure adequate capacity for at least two years of forecasted traffic, and

that the parties construct relief facilities within two months of the identification of the need to augment existing facilities, or sooner if facilities exhaust is imminent.

### ISSUE 31

- Issue:** *What level of capacity initially should be purchased and installed on joint optical interconnection facilities? (Attachment 4, Section 1.6.3.)*
- MCIW position:** *The initial fiber optic system purchased and installed on the interconnection facilities should be at an OC-48 level.*
- BST position:** *BellSouth opposes a requirement that a specific level of capacity be equipped on a jointly provisioned fiber optic facility in every instance since such capacity may not be necessary. A technical team composed of the parties' personnel should be established to work out procedures for implementing appropriate capacity on a jointly provisioned optical interconnection facility.*

53. The initial fiber optic system purchased and installed on the interconnection facilities should be at an OC-48 level, based on MCI WorldCom and BellSouth's existing volume and forecast of traffic. Any smaller level would be quickly used up, which would require MCI WorldCom to purchase, install, engineer, and groom the system a second time, which is inefficient for both companies. There should be no need to repeat the implementation steps.

### ISSUE 32

- Issue:** *Should there be any charges for use of a joint optical interconnection facility built 50% by each party? (Attachment 4, Sections 1.6.1.8, 1.6.1.9.)*
- MCIW position:** *No. There should be no charge by either party for use of the joint optical interconnection facility.*

**BST position:** *Yes. BellSouth proposes a charge for use of the joint optical interconnection facility for transit traffic under certain circumstances.*

54. There should be no charge for use of a joint optical interconnection facility for a variety of reasons. First, each party will bear 50% of the cost of constructing the facility. Second, to the extent that transit traffic traverses the joint optical interconnection facility, BellSouth will receive a transiting fee; i.e., the tandem switching rate. Any further charge would amount to BellSouth levying a charge on MCI WorldCom for transport over a facility which MCI WorldCom paid 50% of the cost of constructing.

### ISSUE 33

**Issue:** *Does MCI WorldCom have the right to require interconnection via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System (SONET ring)? (Attachment 4, Section 1.6.)*

**MCIW position:** *Yes. MCI WorldCom has the right pursuant to the Act, FCC regulations, and the Local Competition Order to require any technically feasible method of interconnection, including a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System.*

**BST position:** *No. BellSouth has the right to refuse to interconnect via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System.*

55. As an ILEC, BellSouth has the duty to provide interconnection for the facilities and equipment of any requesting telecommunications carrier at any technically feasible point. Act, § 251(c)(2)(B). The FCC's regulations on interconnection provide that:

Except as provided in paragraph (e) of this section [concerning collocation], an incumbent LEC shall provide, on terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the requirements of this part, *any technically feasible method of obtaining interconnection* or access to unbundled network elements at a particular point upon a request by a telecommunications carrier.

47 C.F.R. § 51.321(a). (Emphasis added.)

56. Interconnection via a Fiber Meet Point Arrangement, jointly engineered and operated as a SONET ring is technically feasible. Indeed, MCI WorldCom and various ILECs currently interconnect in this manner. Moreover, the vast majority of BellSouth's trunks are operated as SONET rings. The fact that this method of obtaining interconnection has been employed successfully constitutes substantial evidence that such method is technically feasible. 47 C.F.R. § 51.321(c).

57. The FCC has specifically found that one of the technically feasible methods of obtaining interconnection is a meet point interconnection arrangement. 47 C.F.R § 51.321(b)(2). The FCC has held that "other methods of technically feasible interconnection or access to incumbent LEC networks, such as meet point arrangements, in addition to virtual and physical collocation, must be made available to new entrants upon request." Local Competition Order, ¶ 553. The FCC went on to note that "although the creation of meet point arrangements may require some build out of facilities by the incumbent LEC, we believe that such arrangements are within the scope of the obligations imposed by sections 251(c)(2) and 251(c)(3)." *Id.* Not only has the FCC concluded that ILECs such as BellSouth must provide interconnection via meet point arrangements such as SONET rings. it has also concluded that ILECs are obligated

to modify their facilities, if necessary, to accommodate interconnection. Local Competition Order, ¶ 198. The FCC has explained in this regard that:

For example, Congress intended to obligate the incumbent to accommodate the new entrant's network architecture by requiring the incumbent to provide interconnection "for the facilities and equipment" of the new entrant. Consistent with that intent, the incumbent must accept the novel use of, and modification to, its network facilities to accommodate the interconnector or to provide access to unbundled elements.

*Id.* ¶ 202.

58. In sum, the interconnection method sought by MCI WorldCom is a technically feasible method of interconnection that is commonly used among telecommunications carriers. It has been found technically feasible by the FCC and MCI WorldCom is entitled to a fiber meet point interconnection, jointly operated as a SONET ring, pursuant to the Act and the FCC's regulations.

#### ISSUE 34

- Issue:** *Is BellSouth obligated to provide and use two-way trunks that carry each party's traffic? (Attachment 4, Section and 2.1.1.2 and 2.1.2.)*
- MCIW position:** *Yes. BellSouth must provide and use two-way trunks pursuant to FCC regulations. Two-way trunks are more cost efficient and make testing easier.*
- BST position:** *No. BellSouth is only obligated to provide and use two-way local interconnection trunks where traffic volumes are too low to justify one-way trunks.*

59. BellSouth is required to provide two-way trunking upon request, pursuant to FCC regulations. 47 C.F.R. § 51.305(f).

60. Two-way trunks are more efficient than one-way trunks, with respect to the interconnection facilities used and the number of trunk ports required. That is, where two-way trunks are employed fewer total interconnection facilities and trunk ports are required than is the case with one-way trunks.

61. BellSouth has stated that although it will provide two-way trunks to MCI WorldCom upon its request, it will not necessarily use those trunks for its own traffic. Of course, if BellSouth refuses to use the two-way trunks for its own traffic, the efficiencies of two-way trunking are defeated and the costs for both parties are unnecessarily escalated. BellSouth should not be able to undermine the purpose of two-way trunks by insisting on using one-way trunks for its own traffic.

#### ISSUE 35

- Issue:** *If the parties ever choose to implement a combination trunk group, should that trunk group be operated as a two-way trunk? (Attachment 4, Sections 2.1.1.3-2.1.1.3.2, 2.2.6-2.2.7.)*
- MCIW position:** *Yes. If in the future the parties choose to implement a combination trunk group, that trunk group should be operated as a two-way trunk.*
- BST position:** *No. BellSouth is not required to use two-way trunk groups for local traffic terminated to MCI WorldCom. Also, the combination trunks MCI WorldCom requested carry toll and access traffic, which is not subject to the interconnection obligations of the Act.*

62. As previously discussed with respect to Issue 34, the FCC's regulations require ILECs to provide and use two-way trunks upon request from a new entrant. BellSouth's assertion that it can reserve the right to use one-way trunks for its traffic



means that the trunks used by MCI WorldCom are one-way trunks as well, in violation of MCI WorldCom's right to two-way trunks under the FCC's regulations.

### ISSUE 36

**Issue:** *Does MCI WorldCom, as the requesting carrier, have the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point? (Attachment 4, Sections 1.3 and 1.3.1, Attachment 5, Section 2.1.4.)*

**MCIW position:** *Yes. MCI WorldCom has the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations to designate the network point (or points) of interconnection at any technically feasible point.*

**BST position:** *No. BellSouth is not required to deliver BellSouth originated traffic to a point of interconnection designated by MCI WorldCom.*

63. Section 251(c)(2) of the Act requires ILECs to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection at any technically feasible point. The FCC has noted that this obligation is imposed upon ILECs only, not upon new entrants. Local Competition Order, ¶¶ 184, 220. The Act imposes interconnection duties on ILECs such as BellSouth and grants interconnection rights, such as the right to choose any technically feasible interconnection point, to requesting carriers such as MCI WorldCom. The FCC has noted that “[o]f course, requesting carriers have the right to select points of interconnection at which to exchange traffic with an incumbent LEC under Section 251(c)(2).” Local Competition Order, ¶ 220, n.464.

64. The Local Competition Order sets forth the right of competing carriers to choose the points of interconnection: “The interconnection obligation of section

251(c)(2), discussed in this section, allows competing carriers to choose the most efficient points at which to exchange traffic with incumbent LECs, thereby lowering the competing carrier's costs of, among other things, transport and termination of traffic." Local Competition Order, ¶ 172. MCI WorldCom's right to designate the point of interconnection so as to lower its costs, including its cost of transport and termination of traffic, includes the right to designate the point of interconnection associated with traffic that originates on BellSouth's network, which MCI WorldCom must terminate.

65. Permitting BellSouth to choose points of interconnection would give it the opportunity to thwart competition. BellSouth might, for example, choose to designate its end offices as the point of interconnection for traffic it originates. In this way, BellSouth could force MCI WorldCom to build facilities to each BellSouth end office or to pay to transport BellSouth traffic to MCI WorldCom's network. BellSouth's position is inconsistent with the Local Competition Order, FCC regulations, and the Act -- which do not require MCI WorldCom to extend its facilities to each BellSouth end office, but do impose on BellSouth the obligation to provide interconnection for MCI WorldCom facilities at points designated by MCI WorldCom. Moreover, BellSouth's proposal would impose either an inefficient network architecture on MCI WorldCom or would force it to bear unnecessary transport costs. In either case, BellSouth's position is inconsistent with the FCC's holding that new entrants may choose points of interconnection so as to lower their costs.

### ISSUE 37

**Issue:**

*Should BellSouth be permitted to require MCI WorldCom to fragment its traffic by traffic type so it can interconnect with BellSouth's network?  
(Attachment 4, Sections 2.2.6-2.2.7)*

**MCIW position:** *No. Such fragmentation is inefficient and wasteful.*

**BST position:** *Yes. BellSouth should be permitted to fragment trunk groups by traffic type because it maintains such separate trunk groups for itself.*

66. MCI WorldCom has proposed language that would require BellSouth to provision trunks without requiring trunk fragmentation by traffic type. BellSouth has opposed MCI WorldCom's proposed language because it wants the right to require such fragmentation. The fragmented trunking proposed by BellSouth is terribly inefficient, using up switch ports and DS1/DS3 capacity unnecessarily. BellSouth is one of the few ILECs in the country requiring this segregation of traffic. MCI WorldCom's proposed language would prevent BellSouth's wasteful practice, would lead to greater network efficiency, and should be adopted.

#### **ISSUE 38**

67. This issue has been resolved.

#### **ISSUE 39**

**ISSUE:** *How should Wireless Type 1 and Type 2A traffic be treated under the Interconnection Agreements? (Attachment 4, Section 9.7.2.)*

**MCIW position:** *This traffic should be routed on the local/intralata/transit logical trunk group that rides the mid-span fiber meet facilities. MCI WorldCom agrees with BellSouth that the Type 1 traffic is not really "meet point" traffic. Type 2A traffic, however, should be billed in accordance with the OBF Meet Point Billing guidelines as described in response Issue 45.*

**BST position:** *Type 1 traffic should be treated for routing and billing purposes as though it were landline traffic*

*originated by BellSouth or MCI WorldCom. Type 2A traffic should be treated similarly when the carriers have implemented Meet Point Billing capabilities consistent with industry guidelines.*

68. MCI WorldCom agrees with BellSouth that Type 1 traffic will look like it is originating from BellSouth, and that Type 2A traffic will look like it is originating from the Wireless Carrier. This traffic should be routed on the local/intraLATA/transit logical trunk group that rides the mid-span fiber meet facilities. There should be no separate trunking for this traffic. MCI WorldCom agrees with BellSouth that the Type 1 traffic is not really "meet point" traffic. Type 2A traffic, however, should be billed in accordance with the OBF Meet Point Billing guidelines as described in response to Issue 45 below. BellSouth should be required to implement this industry standard.

#### ISSUE 40

**Issue:** *What is the appropriate definition of internet protocol (IP) and how should outbound voice calls over IP telephony be treated for purposes of reciprocal compensation? (Attachment 4, Sections 9.3.3 and 9.10.)*

**MCIW position:** *The question of whether long-distance carriers should pay access charges when they utilize IP telephony is beyond the scope of this arbitration proceeding. The FCC has not imposed interstate access charges on IP telephony; the only available form of inter-carrier compensation for the services at issue in this arbitration is reciprocal compensation.*

**BST position:** *IP telephony is telecommunications service that is provided using IP for one or more segments of the call. To the extent technically feasible, reciprocal compensation should apply to local telecommunications provided via IP telephony. However, long distance calls, irrespective of the technology used to transport them, constitute switched access traffic.*

69. While BellSouth has raised this issue as being at least somewhat related to the definition of IP, its position merely makes a sweeping generalization as to the “use” of IP, not what IP actually is. This is a significant failing, because defining IP is a prerequisite for any discussion of how such traffic should be treated. In its 1998 Report to Congress, the FCC examined “Internet-based services known as IP telephony.” Federal-State Joint Board on Universal Service, Report to Congress, CC Docket No. 96-45, FCC 98-67 at ¶ 83 (April 10, 1998) (“Report”). The FCC defined “IP telephony” as “services [that] enable real-time voice transmission using Internet protocols,” Report at ¶ 84, and recognized that a “wide range of service can be provided using packetized voice.” Report at ¶ 90. Ultimately, the FCC declined to make any definitive pronouncements regarding the regulatory status of various specific forms of IP telephony. Report at ¶ 90. The FCC has also declined to require providers of IP telephony to pay access charges.

70. BellSouth’s position suggests that the mere presence of IP indicates that “traditional long-distance calling” is the service being provided. BellSouth’s position fails to recognize that IP telephony can be utilized to provide, in the FCC’s words, a “wide range of service.” Treating all traffic that uses IP as long-distance would erroneously categorize all such traffic, even that which is local in nature.

71. There are only two forms of inter-carrier compensation local carriers receive for assisting each other in delivering calls: “reciprocal compensation” and “access charges.” Congress recognized that when a customer of one carrier makes a local call to a customer of another carrier, the caller pays only its own carrier for the telephone services – leaving the other carrier uncompensated. The Telecommunications

Act of 1996 therefore requires the caller's local carrier to compensate the other carrier whose facilities are used to complete the local call. The second form of inter-carrier compensation is access charges. When a caller makes a long-distance call, he pays his long-distance company – not his local carrier – for the call. The long-distance company pays access charges to local telephone carriers to compensate them for originating and terminating the long-distance calls over their networks.

72. Because the FCC has not imposed interstate access charges on IP telephony, the only available form of inter-carrier compensation for the services at issue in this arbitration is reciprocal compensation. As the FPSC has previously recognized, reciprocal compensation applies to calls delivered to internet service providers ("ISPs") in the local calling area.

73. The question of whether long-distance carriers should pay interstate access charges when they utilize IP telephony is beyond the scope of this arbitration proceeding.

#### ISSUE 41

- Issue:** *Should the Interconnection Agreements contain language which, while purporting to address the issue of false traffic generated for the purpose of obtaining increased reciprocal compensation, actually excludes traffic to Internet Service Providers from reciprocal compensation obligations? (Attachment 4, Section 9.3.1.)*
- MCIW position:** *No. The contract should not include language which excludes calls to Internet Service Providers from reciprocal compensation obligations.*
- BST position:** *The Interconnection Agreements should exclude false traffic from the payment of reciprocal compensation, which is the purpose of BellSouth's proposed language.*

74. BellSouth has proposed language for inclusion in the Interconnection Agreements (Attachment 4, Section 9.3.1) that BellSouth has characterized as intended to prevent the generation of false traffic for the purpose of receiving increased reciprocal compensation. However, the language proposed by BellSouth is vague and will exclude ISP calls from the reciprocal compensation obligations of the Interconnection Agreements. Calls to ISPs are local, and subject to reciprocal compensation, as the FPSC has previously ruled. The language newly proposed by BellSouth should not be incorporated into the contract.

#### ISSUE 42

**Issue:** *Should MCI WorldCom be permitted to offer tandem services for switched access traffic? (Attachment 4, Section 2.3.8.)*

**MCIW position:** *Yes. MCI WorldCom should be permitted to offer tandem services for switched access traffic. BellSouth should not be permitted to monopolize the tandem services business.*

**BST position:** *No. MCI WorldCom should be prohibited from delivering switched access traffic by any means other than switched access trunks and facilities.*

75. BellSouth has proposed language that would prohibit MCI WorldCom from delivering switched access traffic by any means other than switched access trunks and facilities. Such a prohibition effectively would require MCI WorldCom to route all toll traffic to BellSouth's access tandems using special access facilities, and would preclude MCI WorldCom from routing toll traffic from its own tandem switches to BellSouth end offices via UNE facilities. BellSouth's language would ensure that it always would be able to charge for tandem and transport when terminating toll traffic,

and would eliminate competition for tandem and transport services. BellSouth's proposed language is anti-competitive and should be rejected.

#### ISSUE 43

**Issue:** *When the ANI, CPN and BTN are not available, should the parties be required to include in the information transmitted with the call the NPA/NXX associated with the trunk group or the telephone number associated with the trunk group? (Attachment 4, Section 9.2.2.)*

**MCIW position:** *The parties should be required to provide the telephone number associated with the trunk.*

**BST position:** *BellSouth will provide the NPA/NXX of the number assigned to the trunk group, which is the only significant information necessary for MCI WorldCom to bill other carriers using the records provided by BellSouth. If a carrier provides a full telephone number to associate with the trunk group, then it will be provided to MCI WorldCom as well.*

76. When the automatic number identification ("ANI"), calling party number ("CPN") and billing telephone number ("BTN") are not available, the parties should include in the information transmitted with the call the telephone number associated with the trunk group used to originate the call. This information enables the parties to identify the source of the call and thus to bill the appropriate rates to the appropriate party. If only the NPA/NXX is provided, the source of the call cannot be determined.

#### ISSUE 44

77. This issue has been resolved.

#### ISSUE 45

**Issue:** *How should third party transit traffic be routed and billed by the parties? (Attachment 4, Sections 9.7.1, 9.7.2, 10.7.1.1, 10.7.2 and 10.7.3.)*



**MCIW position:** *From a routing perspective, this traffic should be exchanged over the same logical trunk group as all other local and intraLATA toll traffic. BellSouth should bill the originating carrier consistent with the Ordering and Billing Forum (OBF) Meet Point Billing Guidelines (single bill/single tariff option).*

**BST position:** *BellSouth proposes that MCI WorldCom be required to order separate local transit switched access trunks and that billing be handled via a different OBF option.*

78. Transit traffic, whether the jurisdiction of the call is local or intraLATA toll, should be routed and billed in the most efficient way possible for all local exchange carriers ("LECs"). From a routing perspective, this traffic should be exchanged over the same logical trunk group as all other local and intraLATA toll traffic. This reduces the number of trunk groups needed for both companies, and keeps translations simple for both companies. Typically, the volume of transit traffic does not warrant its own trunk group to each tandem.

79. From a billing perspective, it is also efficient to minimize the number of bills and the volume of record exchanges for transit traffic. For example, if a call is originated from MCI WorldCom, transited by BellSouth, and terminated to an independent LEC, MCI WorldCom proposes that BellSouth bill MCI WorldCom for a transiting charge, and the call termination charges as well. BellSouth would then settle up with the independent LEC, as it has done for years. The independent LEC would not have to go through the network expense of separate trunk groups and billing expense for billing this small volume of traffic from MCI WorldCom, but would obtain payment from BellSouth, because BellSouth billed MCI WorldCom. In this manner, all carriers along the route are compensated for their piece of carrying the call. Likewise, if a call is

originated from an independent LEC, transited through BellSouth, and terminated to MCI WorldCom, MCI WorldCom proposes that BellSouth bill the independent LEC for a transiting charge (if applicable), and MCI WorldCom bill BellSouth for terminating that call on the MCI WorldCom network. BellSouth would obtain payment from the independent LEC. This practice is consistent with the Ordering and Billing Forum (OBF) Meet Point Billing Guidelines (single bill/single tariff option), and it reduces the number of trunks groups, volume of record exchanges, and number of bills (to render and to audit) for all carriers.

#### ISSUE 46

**Issue:** *Should BellSouth be permitted to impose restrictions on MCI WorldCom's ability to assign NPA/NXX codes to MCI WorldCom's end-users? (Attachment 4, Sections 9.4.6 and 9.10.)*

**MCIW position:** *No. BellSouth should not be permitted to impose restrictions on MCI WorldCom's ability to assign NPA/NXX codes to MCI WorldCom's end-users.*

**BST position:** *Yes. BellSouth proposes that ALECs be prohibited from assigning NPA/NXXs to end users located outside the local calling area of the rate center with which the NPA/NXX has been associated.*

80. To impose BellSouth's view of what local services an ALEC should offer, BellSouth proposes to restrict the ability of ALECs to assign NPA/NXX codes to ALEC end users by forcing such assignments to be tied to the physical location of the ALEC's end user. BellSouth proposes that ALECs be prohibited from assigning NPA/NXXs to end users located outside the local calling area of the rate center with which the NPA/NXX has been associated. As justification, BellSouth asserts that

without this restriction it would not be able to make a determination as to the jurisdiction of the traffic (i.e., local vs. non-local) originated by BellSouth end users.

81. BellSouth's confusion is self-imposed. Jurisdiction of traffic is properly determined by comparing the rate centers associated with the originating and terminating NPA/NXXs for any given call. Comparison of the rate centers associated with the calling and called NPA/NXXs is consistent with how the jurisdiction of traffic and the applicability of toll charges are determined within the industry today.

82. The BellSouth proposed restriction effectively would prohibit MCI WorldCom from competing directly with BellSouth for some local services. In particular, such a restriction would affect Foreign Exchange (FX) service and variations of that service.

83. Assignment of an NPA/NXX "located" in an exchange different than the exchange in which the end user is located is the very definition of FX service. ALECs offer this service today in direct competition with the ILECs. With BellSouth's proposed restriction ALECs would no longer be able to offer FX service.

84. If the retail FX service is provided by BellSouth, NPA/NXXs can be assigned to end users outside the local calling area of the rate center with which the NPA/NXX has been associated. And the jurisdiction (i.e., local vs. toll) of traffic delivered from the foreign exchange to the end user will be determined as if the end user were physically located in the foreign exchange. Under the BellSouth proposal, an ALEC could not offer FX service; but even if it could such traffic would be classified as toll.

85. Simply put, BellSouth's proposal, in violation of the Act, effectively would prohibit MCI WorldCom from offering FX service in competition with BellSouth. This position is anti-competitive, anti-consumer, and discriminatory.

86. The proper resolution of this issue is for MCI WorldCom to be allowed to establish routing points different than the rating points associated with the NPA/NXX being assigned to MCI WorldCom's end user with no restriction on location of the end user as long as that location is within the same LATA as the NPA/NXX being assigned. Further, the proper method for determination of traffic jurisdiction is to compare the rate centers associated with the originating and terminating NPA/NXXs.

#### ISSUE 47

- Issue:** *Should reciprocal compensation payments be made for calls bound to ISPs? (Attachment 4, Section 9.3.2; Part B, Section 80.)*
- MCIW position:** *Yes. Reciprocal compensation payments should be applicable to calls made from one carrier's customers to the ISP customer of the other carrier.*
- BST position:** *No. Reciprocal compensation payments should not be made on calls from one carrier's customers to the ISP customer of the other carrier.*

87. When a BellSouth customer calls its ISP, BellSouth delivers the call to the local exchange carrier that serves the ISP. If that carrier is MCI WorldCom, for example, MCI WorldCom in turn delivers the call to the ISP. MCI WorldCom incurs costs in delivering the call to the ISP and should be compensated for the service provided. MCI WorldCom should not be required, as BellSouth proposes, to deliver traffic originated by BellSouth customers, at no charge.

88. *Bell Atlantic Telephone Companies v. Federal Communications Commission, et al.*, decided March 24, 2000 by the D.C. Circuit Court of Appeals, vacated and remanded the *Declaratory Ruling in CC Docket No. 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Inter-Carrier Compensation for ISP-Bound Traffic*, released February 26, 1999 (“Declaratory Ruling”), to the FCC for further consideration. Accordingly, there is no federal order even suggesting that that calls to ISPs are anything but local, and the Court’s analysis strongly suggests that these calls are local and that they terminate at the ISP.

89. Most states, including Florida, which have addressed this issue have concluded that reciprocal compensation payments should be made on ISP-bound traffic. Each of these states has recognized that it possesses the jurisdiction to direct the payment of reciprocal compensation for ISP-bound traffic. The FPSC *in In re: Petition by ITC^DeltaCom Communications, Inc., Docket No. 990750-TP*, Order No. PSC-00-0537-FOF-TP (March 15, 2000) held that until the FCC issues binding rules, the parties should simply continue to operate under their existing agreements with respect to reciprocal compensation.

90. The Declaratory Ruling set forth a number of factors that a state commission can consider in determining whether reciprocal compensation should apply to ISP-bound traffic. This aspect of the Declaratory Ruling was not criticized by the D.C. Circuit and the FCC’s analysis in this respect remains valid. Application of these factors in the case of BellSouth leads to the conclusion that reciprocal compensation applies to ISP-bound traffic. For example: (i) ISP traffic is indistinguishable from other

local traffic and is carried on the same local interconnection trunks; (ii) BellSouth customers dial a local number to reach their ISP; (iii) BellSouth treats calls by its customers to an ISP as local calls, and does not bill those calls; (iv) ISPs purchase service out of local business tariffs; and (v) BellSouth has treated calls to ISPs as local calls in the jurisdictional separations filed with the FCC.

91. This conclusion is consistent with the FCC's acknowledgement that "our policy of treating ISP-bound traffic as local for purposes of interstate access charges would, if applied in the separate context of reciprocal compensation, suggest that such compensation is due for that traffic." *Id.* ¶ 25.

#### ISSUE 48

92. This issue has been consolidated with Issue 45.

#### ISSUE 49

**Issue:** *Should the designation of local traffic be dependent on the type of switching technology used, including packet switching? (Attachment 4, Section 9.3.3)*

**MCIW position:** *No. The designation of local traffic should not be dependent on the type of switching technology used.*

**BST position:** *Yes. The designation of local traffic is dependent on the type of switching technology used. Because there are no minutes of use to record for packet switching, the traditional per minute of use rates that apply to reciprocal compensation for circuit switched local traffic cannot be applied.*

93. BellSouth apparently believes that technology that is different from traditional, circuit switched technology, even when used to perform the same functions as that involved in providing local service, would necessarily result in "long-distance calling" as the service provided. BellSouth fails to recognize that new technologies,

such as packet switching, can and should be utilized to provide a wide range of services. It is the function that such technologies provide in a given case that determines the appropriate compensation mechanism to be applied between the interconnecting parties. MCI WorldCom therefore proposes language to ensure that implementation of current or new technologies, specifically switching technologies, will not be used by BellSouth to redefine what constitutes local traffic, and, therefore, that reciprocal compensation will be payable when appropriate.

94. In the Local Competition Order, the FCC addressed switching in its provision of specific definitions for the “transport” and “termination” functions as they relate to reciprocal compensation. With regard to “transport,” the FCC found as follows:

We define “transport,” for purposes of section 252(b)(5), as the transmission of terminating traffic that is subject to section 252 (b) (5) from the interconnection point between the two carriers to the terminating carrier’s end office switch that directly serves the called party (or equivalent facility provided by a non-incumbent carrier

Local Competition Order, ¶ 1039. With regard to “termination” the FCC defined it as:

For purposes of section 251 (b) (5), as the switching of traffic that is subject to section 251 (b) (5) at the terminating carrier’s end office switch (or equivalent facility) and delivery of that traffic from that switch to the called party’s premises.

Local Competition Order, ¶ 1040 (emphasis added). The FCC did not place any qualifiers on the type of technology used to complete these functions in determining reciprocal compensation obligations.

95. Treating all traffic that utilizes packet switching as long-distance would erroneously categorize all such traffic that is actually *local* in nature, and would tend to

stifle technological innovation. The FPSC should safeguard against BellSouth's interpretation by adopting MCI WorldCom's proposed language.

#### ISSUE 50

96. This issue has been consolidated with Issue 51.

#### ISSUE 51

**Issue:** *Is BellSouth required to pay tandem charges when MCI WorldCom terminates BellSouth local traffic using a switch serving an area comparable to a BellSouth tandem? (Attachment 4, Sections 9.4, 10.4.2-10.4.2.3.)*

**MCIW position:** *Yes. When an MCI WorldCom local switch covers a geographic area comparable to the area served by a BellSouth tandem, MCI WorldCom is entitled to charge BellSouth the tandem rate, meaning the rate for tandem switching, transport and end office switching.*

**BST position:** *No. MCI WorldCom should not be entitled to charge the tandem rate under these circumstances.*

97. Section 251(b)(5) of the Act imposes on each local exchange carrier "[t]he duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications." Section 252(d)(2)(A) of the Act further provides as follows:

For the purposes of compliance by an incumbent local exchange carrier with section 251(b)(5), a State commission shall not consider the terms and conditions for reciprocal compensation to be just and reasonable unless --

(i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier; and



(ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls.

98. FCC Rule 51.711(a) requires that “[r]ates for transport and termination of local telecommunications traffic shall be symmetrical,” subject to certain exceptions that do not apply to MCI WorldCom. Rule 51.711 (a)(1) defines “symmetrical rates” as rates that a carrier such as MCI WorldCom assesses upon an incumbent LEC for transport and termination of local telecommunications traffic equal to those that the incumbent LEC assesses upon the other carrier for the same services.” Rule 51.711(a)(3) specifically provides:

Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC’s tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC’s tandem interconnection rate.

99. When an MCI WorldCom local switch covers a geographic area comparable to the area served by a BellSouth tandem, as is the case in Florida , MCI WorldCom is entitled to charge BellSouth the tandem rate, meaning the rate for tandem switching, transport and end office switching. BellSouth has refused to agree to contract language that would incorporate such symmetrical treatment. MCI WorldCom’s proposed language should be adopted.

#### **ISSUE 52**

100. This issue has been resolved.

#### **ISSUE 53**

**Issue:** *Should call jurisdiction be based on the calling party number or on jurisdictional factors that represent averages? (Attachment 4, Sections 9.6.1 and 10.6.1; Part B, Sections 129-30.)*

**MCIW position:** *Call jurisdiction for purposes of billing should be based on the calling party number.*

**BST position:** *Call jurisdiction for purposes of billing should be based on industry averages such as "percent interstate use" or "percent local use" because a number of limitations preclude BellSouth from using recorded usage data to determine which rates to apply for billing.*

101. MCI WorldCom and BellSouth should be as accurate as possible in rendering bills to one another for call termination. Accuracy in determining whether a given call is subject to reciprocal compensation payments or access charges is maximized when the calling party number is used to make the determination. The use of jurisdictional factors such as percent interstate use or percent local use involves the use of averages in lieu of actual data, and is less accurate. Jurisdictional factors should only be used when calling party number is not available.

#### ISSUE 53A

**Issue:** *Should MCI WorldCom be required to utilize direct end office trunking in situations involving tandem exhaust or excessive traffic volumes? (Attachment 4, Section 2.4.)*

**MCIW Position:** *No. MCI WorldCom should not be required to utilize direct end office trunking in situations involving tandem exhaust or excessive traffic volumes. BellSouth should manage its network efficiently to avoid this situation occurring.*

**BST Position:** *Yes. MCI WorldCom should be required to utilize end office trunking in such situations.*

102. MCI WorldCom wants its customers to be able to send and receive calls, and network congestion and blocking is an obvious barrier to this goal. It is important for both companies to work together to size the facilities and trunking accordingly to

meet the demand. MCI WorldCom's approach to efficient network trunking is to put up direct end office trunking when traffic volumes warrant such – not just because BellSouth mandates it. If the companies manage the network effectively through historical trends and forecasting traffic, then MCI WorldCom will offload the tandem trunks, again, when the traffic volumes ramp up to specific end offices. That is how MCI WorldCom proposes to manage the network. MCI WorldCom should not be required to put up end office trunking just because BellSouth did not manage its tandem switch capacity.

**E. Collocation Issues**

**ISSUE 54**

**Issue:** *Should security charges be assessed for collocation in offices with existing card key systems, and how should security costs be allocated in central offices where new card key systems are being installed? (Attachment 5, Section 7.3 and Attachment 1, Appendix 1.)*

**MCIW position:** *No, security charges should not be assessed for collocation in central offices with existing card key systems. Security costs for collocation in central offices in which new systems are built should be assessed on a pro-rata basis.*

**BST position:** *Yes, security charges should be assessed for collocation in central offices with existing card key systems. Security costs for collocation in central offices in which new systems are built should be allocated on a per capita basis. BellSouth has not yet indicated if its position has changed in light of the FPSC's recent collocation orders.*

103. BellSouth incurs no incremental (or out of pocket) expense for the installation of card reader systems in offices with existing systems. Assessment of

security charges in these offices has no basis in cost and constitutes a windfall for BellSouth.

104. The FPSC has ruled that the cost of security system modifications or enhancements that benefit both the ALECs and the ILEC should be allocated on square footage basis. See, Order No. PSC-00-0941-FOF-TP, issued May 11, 2000, pages 86-88 (the "Collocation Order"). (The time for filing motions for reconsideration of the Collocation Order does not expire until the close of business on May 26.) This ruling supports MCI WorldCom's proposed language calling for cost allocation on a pro rata basis for security costs for collocation in central offices in which new card key systems are built.

#### ISSUE 55

**Issue:** *Should BellSouth be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application? (Attachment 5, Sections 2.1.1.3 and 7.20.)*

**MCIW position:** *Yes. BellSouth should be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application.*

**BST position:** *BellSouth has not yet indicated its current position in light of the FPSC's recent collocation orders.*

105. The FPSC has established a firm interval within which BellSouth must supply a complete response to a collocation application. As the FPSC stated at page 15 of the Collocation Order "we hereby require ILECs to respond to a complete and correct application for collocation within 15 calendar days. This response shall provide sufficient information to enable an ALEC to place a firm order, including information on space availability and price quotes." The Order also provides that the same response

interval applies to applications to augment existing collocation arrangements. See Collocation Order at 34. The Order establishes somewhat longer intervals when an ALEC submits ten or more applications within ten calendar days. The FPSC should require BellSouth to include MCI WorldCom's proposed language in the Interconnection Agreements to implement these portions of its decision.

#### ISSUE 56

**Issue:** *Should BellSouth be required to provide DC power to adjacent collocation space? (Attachment 5, Section 3.4.)*

**MCIW position:** *Yes. BellSouth should be required to provide DC power to adjacent collocation space.*

**BST position:** *No. BellSouth cannot provide DC power to adjacent collocation space.*

106. The FCC's regulations require BellSouth to provide collocation in adjacent collocation space, such as controlled environmental vaults or similar structures. The regulations also require BellSouth to provide power and physical collocation services subject to the same nondiscrimination requirements applicable to any other physical collocation arrangement. 47 C.F.R § 51. 323 (k)(3). DC power is required for collocated equipment. BellSouth provides DC power to itself. Notwithstanding these facts, BellSouth categorically refuses to provide DC power. BellSouth must provide DC power to MCI WorldCom's equipment in an adjacent collocation if it provides DC power to the equipment in the central office. This issue is significant because if BellSouth does not provide DC power, MCI WorldCom must incur significant costs to accommodate AC power.

107. The Advanced Services Order, at paragraph 44, requires that the incumbent provide power in this situation subject to the same nondiscrimination requirements as traditional collocation arrangements. In the Collocation Order, at page 24, the FPSC held that "when space legitimately exhausts within an ILEC's premises, the ILEC shall be obligated to provide *physical collocation services* to an ALEC who collocates in a CEV or adjacent structure located on the ILEC's property to the extent technically feasible, based on the FCC's Advanced Services Order." (emphasis added) These services would include DC power, to the extent that its provision is technically feasible. The Texas Public Utilities Commission has mandated that Southwestern Bell Telephone Company provide DC power to adjacent collocation space. Because the Advanced Services Order, at paragraphs 8 and 45, as well as 47 C.F.R. Section 51.321 (c), dictate that there is a rebuttable presumption of technical feasibility when a collocation method has been used by an ILEC or mandated by a state public utility commission, this FPSC should exercise its jurisdiction to order BellSouth to provide DC power.

#### ISSUE 57

- Issue:** *Should the Interconnection Agreements include MCI WorldCom's proposed terms and conditions regarding virtual collocation? (Attachment 5, Section 6.)*
- MCIW position:** *Yes. The Interconnection Agreements should contain MCI WorldCom's proposed terms and conditions governing the provision of virtual collocation.*
- BST position:** *BellSouth's position is unknown. It has not yet responded to the most recent version of MCI WorldCom's proposed language.*

108. Section 251(c)(1) of the Act obligates ILECs to negotiate the terms and conditions of agreements to fulfill their duties under the Act with respect to various matters, including collocation. In the Local Competition Order, at paragraph 551, the FCC stated that Section 251(c)(6) does not limit the authority to require virtual collocation, and that Congress intended to expand, not restrict, the choices of interconnection available to requesting carriers. BellSouth's initial position -- that virtual collocation need not be negotiated or included in the Interconnection Agreements -- was a violation of both its obligation to negotiate the terms and conditions of collocation and its duty to include the terms in the Interconnection Agreements.

109. Section 252 of the Act envisions that parties initially will negotiate the terms and conditions governing the relationship between the parties and incorporate those terms and conditions in an Interconnection Agreements. The FCC specifically noted in this regard that it declined to adopt under Section 251 the Expanded Interconnection tariffing requirements adopted under Section 201 for physical and virtual collocation. Local Competition Order, ¶ 567. The FCC went on to note that "a requesting carrier would have the choice of negotiating an interconnection agreement pursuant to sections 251 and 252 *or* of taking tariffed interstate service under our Expanded Interconnection rules" (emphasis added). *Id.* ¶ 611.

110. BellSouth has recently proposed language for inclusion in the Interconnection Agreements which relies to a large extent on incorporation by reference from its virtual collocation tariff. MCI WorldCom's counter-proposal would (i) accept the incorporation by reference, but specify that in the event of a conflict between the tariff and the Agreement, the Agreement will control; (ii) include the rates for virtual

collocation in Attachment 1 of the Agreement to ensure that those rates will be in place for the entire term of the Agreement; and (iii) add language to clarify the relative rights and obligations of the parties.

#### ISSUE 58

111. This issue has been resolved.

#### ISSUE 59

**Issue:** *Should collocation space be considered complete before BellSouth has provided MCI WorldCom with cable facility assignments ("CFAs")? (Attachment 5, Section 7.15.2).*

**MCIW position** *No. Collocation space is not complete until CFAs have been provided.*

**BST position:** *Yes. CFAs will not be provided until the collocators' equipment has been installed by BellSouth or certified vendors.*

112. Space is unusable unless and until an ALEC has been provided with cable facility assignments ("CFAs"). CFAs pertain to the naming and inventorying of cable facilities within a central office and are necessary for MCI WorldCom to order service. The common sense meaning of "complete" is that everything that is necessary for the ALEC to occupy the space and turn up power has been done. Therefore, BellSouth should provide CFAs before the space is considered "completed."

#### ISSUE 60

**Issue:** *Should BellSouth provide MCI WorldCom with specified collocation information at the joint planning meeting? (Attachment 5, Sections 7.17.2, 7.17.4 and 7.17.10.)*

**MCIW position:** *Yes. The requested information should be provided at the joint planning meeting.*



**BST position:** *No. BellSouth should not be required to provide the requested information for the joint planning meeting.*

113. MCI WorldCom needs certain key information to begin its design plans for a collocation space. This information includes: (i) power connectivity information; (ii) the exact cable type and termination requirements for the MCI WorldCom provided point of termination (POT) bays; and (iii) identification of technically feasible demarcation points. This information would assist both BellSouth and MCI WorldCom, and withholding it only serves the purpose of delay. BellSouth does not want to identify technically feasible demarcation points because it denies that ALECs have the right to designate these points. The Local Competition Order and Advanced Services Order, as well as 47 C.F.R. Section 51.323, contemplate that the ALEC choose the point of interconnection. This information is readily available to BellSouth and there is no reason that BellSouth could not provide it at the joint planning meeting. BellSouth should be required to provide the information as requested.

#### ISSUE 61

**Issue:** *What rate should apply to the provision of DC power to MCI WorldCom's collocation space? (Attachment 5, Section 7.18.6)*

**MCIW position:** *The rate proposed by MCI WorldCom in Attachment 1 should apply on a per ampere basis until the FPSC establishes permanent rates.*

**BST position:** *BellSouth's proposed rates should apply on a per fused ampere basis.*

114. MCI WorldCom submits that the rate it proposes in Attachment 1, which is stated on a "per ampere" basis, should apply until the FPSC establishes permanent rates. MCI WorldCom's proposed rate is the same as the rate set by the FPSC in the

permanent cost phase of MCI's original arbitration with BellSouth. See Order No. PSC-98-0604-FOF-TP at page 13. BellSouth's proposed language would improperly change the basis for application of the rate from a "per ampere" basis to "per fused ampere" basis, which is inconsistent with the FPSC's prior order.

#### ISSUE 62

**Issue:** *Should BellSouth be required to provision caged or cageless physical collocation space (including provision of the cage itself) within 90 days and virtual collocation within 60 days? (Attachment 5, Section 7.19.)*

**MCIW position:** *Yes. BellSouth should be required to provision caged and cageless physical collocation space within 90 days and virtual collocation within 60 days.*

**BST position:** *BellSouth has not yet indicated its current position in light of the FPSC's recent collocation orders.*

115. The FPSC has established firm intervals for physical and virtual collocation in Order Nos. PSC-99-1744-PAA-TP, PSC 99-2393-FOF-TP, and PSC-00-0941-FOF-TP. The FPSC should require that the Interconnection Agreements reflect these approved intervals.

#### ISSUE 63

**Issue:** *Is MCI WorldCom entitled to use any technically feasible entrance cable, including copper facilities? (Attachment 5, Section 7.21.1.)*

**MCIW position:** *Yes. MCI WorldCom is entitled to use any technically feasible entrance cable, including copper facilities.*

**BST position:** *No. MCI WorldCom should be restricted to the use of fiber entrance facilities only, because copper facilities are "too thick."*

116. The FCC's regulations specifically permit collocators to use copper cable: "When an incumbent LEC provides physical collocation, virtual collocation, or both, the incumbent LEC shall: ... (3) permit interconnection of copper or coaxial cable if such interconnection is first approved by the state commission." 47 C.F.R. § 51.323(d)(3). The FPSC should approve of such interconnection in this proceeding.

117. A significant amount of copper cable owned by BellSouth enters BellSouth central offices. Therefore, as a matter of parity and nondiscriminatory treatment, MCI WorldCom is entitled to bring copper cable into the central office as well. BellSouth's position -- that it can bring copper into the central office but MCI WorldCom cannot "because copper cable is too thick" -- is an attempt by BellSouth to unreasonably reserve conduit space for itself.

118. BellSouth's proposal to restrict MCI WorldCom to fiber facilities only serves only to prevent ALECs from providing service in the most economical manner possible, and interferes with the ability to provide DSL service to BellSouth customers served via IDLC.

#### ISSUE 64

**Issue:** *Is MCI WorldCom entitled to verify BellSouth's assertion, when made, that dual entrance facilities are not available? Should BellSouth maintain a waiting list for entrance space and notify MCI WorldCom when space becomes available? (Attachment 5, Section 7.21.2.)*

**MCIW position :** *Yes. MCI WorldCom should be permitted to verify BellSouth's assertion that dual entrance facilities are not available. BellSouth should maintain a waiting list for entrance space and notify MCI WorldCom when space becomes available.*

**BST position:** *No. MCI WorldCom has no right to verify BellSouth's assertion that dual entrance facilities are not available and BellSouth will not maintain a waiting list.*

119. The FCC's regulations require BellSouth to provide dual entrances for the facilities of collocators. 47 C.F.R. § 51.323(d)(2). MCI WorldCom should be permitted to verify, by physical inspection, any assertion that dual entrances are not available. This is a reasonable requirement, particularly in light of the FCC's similar, but even more expansive rule, allowing new entrants to tour an ILEC's premises in order to verify an assertion that physical collocation space is not available. 47 C.F.R. § 51.323(f); Advanced Services Order, ¶ 57. MCI WorldCom should similarly be allowed to verify a claim that dual entrances are not available.

120. In addition, BellSouth, consistent with its obligations to provide collocation space and to notify ALECs when its premises are full, should maintain a waiting list of new entrants who have been denied entrance space and then offer space to the new entrants when it becomes available, based upon their positions on the waiting list.

#### ISSUE 65

**Issue:** *What information must BellSouth provide to MCI WorldCom regarding vendor certification? (Attachment 5, Section 7.22.1).*

**MCIW position** *BellSouth must provide MCI WorldCom sufficient information on the specifications and training requirements for a vendor to become BellSouth certified so that MCI WorldCom can train its proposed vendors. While BellSouth has provided MCI WorldCom with brochures that generally describe what BellSouth's vendors are required to observe, for purposes of certification, it has failed*

*and refused to provide specific training and certification requirements.*

**BST position:** *MCI WorldCom receives precisely the same information that BellSouth provides its vendors concerning the vendor certification process.*

121. BellSouth must allow MCI WorldCom to use its own vendors to provision and maintain its collocation space. BellSouth may approve the criteria by which these vendors are certified to perform such work, under 47 C.F.R. Section 51.323(j), but under that section it may not “unreasonably withhold approval of contractors.” BellSouth is permitted to approve vendors hired by MCI WorldCom to construct its collocation space, provided that such approval is based on the same criteria that BellSouth uses in approving vendors for its own purposes. BellSouth has provided MCI WorldCom only with brochures that generally describe what BellSouth’s vendors are required to observe, for purposes of certification, and has failed and refused to provide specific certification requirements. MCI WorldCom's proposed language would require BellSouth to provide it with the specifications and training requirements necessary for a vendor to become BellSouth certified. If it does not provide such information, BellSouth would effectively avoid its obligation to certify vendors.

#### **ISSUE 66**

**Issue:** *What industry guidelines or practices should govern collocation? (Attachment 5, Section 9.)*

**MCIW position:** *The agreements should include the guidelines proposed by MCI WorldCom.*

**BST position:** *None of the proposed guidelines should be included.*

122. BellSouth should be required to comply with specified, recognized industry standards with respect to equipment, power and the like. Industry standards provide the necessary guidelines to govern details of interconnection and other relationships between the parties, and thus reduce opportunities for disputes, delay and litigation. MCI WorldCom notes that BellSouth has agreed to the inclusion of industry guidelines in other portions of the Interconnection Agreements. MCI WorldCom's position that relevant guidelines should also apply to BellSouth's provision of collocation is reasonable, and reference to the listed technical references should be made part of the Interconnection Agreements.

#### ISSUE 66A

**Issue:** *Once collocation space has been assigned to and occupied by MCI WorldCom, should BellSouth be prohibited from reassigning MCI WorldCom to other space? (Attachment 5, Section 1).*

**MCIW position:** *Yes.*

**BST position:** *BellSouth's position is unknown.*

123. Once collocation space has been assigned to and occupied by MCI WorldCom, BellSouth should not be permitted to reassign MCI WorldCom to other space and thereby require MCI WorldCom to move its equipment. Such a reassignment and move would not only impose unnecessary costs on MCI WorldCom, it would also interrupt service to MCI WorldCom's customers while its equipment was taken out of service for the move. MCI WorldCom's proposal is consistent with the rationale underlying the FPSC's decision that an ILEC cannot require an ALEC to relocate its equipment when a transition is made from virtual to cageless physical collocation. See Collocation Order at 30.

## ISSUE 66B

- Issue:** *Should the Interconnection Agreements permit either party to reserve space in the premises for up to 18 months? (Attachment 5, Section 2.1.1.9).*
- MCIW position:** *Yes. The agreements should permit either party to reserve space in the premises for up to 18 months.*
- BST position:** *BellSouth's position is unknown. It has not yet responded to the most recent version of MCI WorldCom's proposed language which incorporates the requirements of the FPSC's Collocation Order.*

124. The FPSC's Collocation Order permits either party to reserve space in BellSouth's premises for up to 18 months. See Collocation Order at 56. The Interconnection Agreements should contain MCI WorldCom's proposed language implementing this portion of the FPSC's decision.

## ISSUE 66C

- Issue:** *What provisions should the Interconnection Agreements include regarding BellSouth's obligations when space becomes available in a previously exhausted premises? (Attachment 5, Section 2.2.3).*
- MCIW position:** *The agreements should require BellSouth to provide MCI WorldCom with 60 days' written notice when space is about to become available and such space should be made available to carriers according to their order on BellSouth's waiting list.*
- BST position:** *BellSouth's position is unknown. It has not yet responded to the most recent version of MCI WorldCom's proposed language which incorporates the requirements of the FPSC's Collocation Order.*

125. The FPSC's Collocation Order requires BellSouth to maintain a waiting list for future space when collocation space in a premises is exhausted, to provide 60

days' notice both in writing and by posting on BellSouth's web site when space will become available in previously exhausted premises, and requires BellSouth to make space available to carriers according to their order on the waiting list. See Collocation Order at 98-99 and 106-108. The Interconnection Agreements should contain MCI WorldCom's proposed language implementing this portion of the FPSC's decision.

#### **ISSUE 66D**

**Issue:** *What provisions should apply to transitions from virtual collocation to cageless physical collocation in cases where no physical changes are required? (Attachment 5, Section 2.2.4).*

**MCIW position:** *The agreements should allow MCI WorldCom to elect to have its equipment stay in place in the lineup where it had been located under the virtual arrangement and should permit the transition with payment only of a minimal charge for the administrative cost of updating engineering and billing records.*

**BST position:** *BellSouth's position is unknown. It has not yet responded to the most recent version of MCI WorldCom's proposed language which incorporates the requirements of the FPSC's Collocation Order.*

126. When a transition from virtual collocation to cageless physical collocation is made with no physical changes, the FPSC's Collocation Order requires BellSouth to permit the equipment to remain in place in the existing lineup and permits it to charge a fee only for administrative and billing records updates. See Collocation Order at 30. The Interconnection Agreements should contain MCI WorldCom's proposed language implementing this portion of the FPSC's decision.



## ISSUE 66E

- Issue:** *What provisioning interval should apply to augmentations of existing collocation arrangements? (Attachment 5, Section 7.19.1).*
- MCIW position:** *The agreements should contain a 45 day provisioning interval for augmentations to existing collocation arrangements.*
- BST position:** *BellSouth's position is unknown. It has not yet responded to the most recent version of MCI WorldCom's proposed language which incorporates the requirements of the FPSC's Collocation Order.*

127. The FPSC's Collocation Order establishes a 45 day provisioning interval for changes to existing collocation arrangements. See Collocation Order at 35. The Interconnection Agreements should contain MCI WorldCom's proposed language implementing this portion of the FPSC's decision.

### F. Rights-of-Way Issues

## ISSUE 67

- Issue:** *When MCI WorldCom has a license to use BellSouth rights-of-way, and BellSouth wishes to convey the property to a third party, should BellSouth be required to convey the property subject to MCI WorldCom's license? (Attachment 6, Section 3.6.)*
- MCIW position:** *Yes. MCI WorldCom should not be required to forfeit its license rights, and possibly strand facilities, when BellSouth conveys the underlying property.*
- BST position:** *No. BellSouth should be able to convey its property without restriction so long as BellSouth gives MCI WorldCom reasonable notice of such sale or conveyance.*

128. MCI WorldCom has proposed language that would require BellSouth, when conveying rights-of-way on which MCI WorldCom has a license, to convey the property subject to the license. MCI WorldCom should not be put in the position of investing in facilities and potentially having them be stranded because BellSouth decides to convey the underlying property. Further, BellSouth should not be able to sell property in a way that protects its own facilities but not those of MCI WorldCom (such as by selling the property subject to its own rights, but not those of MCI WorldCom). BellSouth's position is that it should be able to transfer property without regard for any licenses MCI WorldCom has or any improvements it has made. This unreasonable position should be rejected and MCI WorldCom's language should be incorporated into the Interconnection Agreements.

#### ISSUE 68

**Issue:** *Should BellSouth require that payments for make-ready work be made in advance? (Attachment 6, Sections 4.7.3 and 5.6.1.)*

**MCIW position:** *No. A requirement for advanced payment would create delays and would not be commercially reasonable.*

**BST position:** *Yes. Advanced payment should be required.*

129. BellSouth has proposed that payments for make-ready work be made in advance. Such a requirement would delay the work and would not be commercially reasonable. BellSouth should be required to begin work once it has sent MCI WorldCom an invoice stating the amount that will be charged for the project in question. MCI WorldCom is willing to pay the invoice within fourteen days, which would give MCI WorldCom time to process payment, and would be commercially reasonable.

**ISSUE 69**

130. This issue has been resolved.

**G. LNP Issues**

**ISSUE 70**

131. This issue has been resolved.

**ISSUE 71**

132. This issue has been resolved.

**ISSUE 72**

133. This issue has been resolved.

**ISSUE 73**

**Issue:** *Should the rate for splitting blocks of numbers (such as DID number blocks) in connection with LNP requests be specified in the Agreements? (Attachment 7, Section 3.11.)*

**MCIW position:** *Yes. BellSouth should be required to specify a price in the Agreements.*

**BST position:** *No. The Agreements should refer to BellSouth's tariff, without specifying the rate.*

134. MCI WorldCom has proposed that blocks of numbers (such as DID number blocks) be split in connection with LNP requests. Number blocks must be split, for example, when a customer elects to migrate some of its lines and numbers to MCI WorldCom, while leaving the balance with BellSouth. Such requests by customers are common, because they want to assess an ALEC's ability to handle their local business before entrusting the ALEC with all of their lines and numbers. After BellSouth initially refusing to split number blocks, BellSouth has agreed to do so, but it has not agreed to

include a rate in the contract. Instead, BellSouth proposes to refer to a BellSouth tariff that contains a rate for this function. This approach is unacceptable because BellSouth would be able to change its rates without affording MCI WorldCom the procedural protections afforded by the Agreements.

#### ISSUE 74

135. This issue has been consolidated with Issue 92.

#### ISSUE 75

**Issue:** *For end users served by INP, should the end user or the end user's local carrier be responsible for paying the terminating carrier for collect calls, third party billed calls or other operator assisted calls? (Attachment 7, Section 2.6.)*

**MCIW position:** *The end user should be responsible for payment. The terminating carrier can obtain billing information from the end user's local carrier.*

**BST position:** *The local carrier serving the end user via INP should be responsible for payment. MCI WorldCom is BellSouth's customer of record when INP is used, has all of the information necessary to bill the end user and can put a block on such calls.*

136. BellSouth has proposed language that would require the party whose end user served via INP receives a collect call, third party billed or other operator assisted call be responsible for payment to the other party. For example, if an MCI WorldCom end user receives a collect call from a BellSouth customer, BellSouth would propose that it bill MCI WorldCom for the charges, thus imposing on MCI WorldCom the responsibility for billing the end user and the risk of nonpayment. BellSouth's proposal is unreasonable. The practice in the industry is for the toll carrier to bill the end user

directly. The toll carrier can obtain the necessary billing information for the applicable charge from the end user's local carrier.

#### **H. Business Process Issues**

##### **ISSUE 76**

- Issue:** *Should BellSouth be required to develop the industry standard EDI pre-ordering interface (REDI) without charging MCI WorldCom for the up-front development costs? (Attachment 8, Sections 1.4.5-1.4.6.2, 2.1.1 and 2.3.3.)*
- MCIW position:** *BellSouth is required to develop industry standard interfaces such as REDI at its expense (to be recovered through recurring charges).*
- BST position:** *BellSouth has industry standard interfaces that comply with the Act. To the extent MCI WorldCom wants BellSouth to develop additional interfaces at MCI WorldCom's expense, BellSouth is prepared to do so, and MCI WorldCom should pay for the cost of such development.*

137. Two industry standard protocols have been developed for the ordering and pre-ordering functions. BellSouth has developed pre-ordering and ordering interfaces for the CORBA protocol, but only has developed the ordering interface for the EDI protocol used by MCI WorldCom. Before MCI WorldCom will be able to enter the residential market in Florida, it will need BellSouth to develop the EDI pre-ordering interface and MCI WorldCom will need to build to that interface. BellSouth has stated its willingness to develop the EDI pre-ordering interface, but has stated that MCI WorldCom would have to pay the full cost of development -- its own and BellSouth's.

138. BellSouth's unwillingness to develop jointly the EDI pre-ordering interface, with MCI WorldCom and BellSouth bearing their own costs, is unreasonable and discriminatory. BellSouth developed the CORBA interfaces without requiring

ALECs to pay BellSouth's development costs. The same methodology should be used for the EDI pre-ordering interface. Otherwise, carriers choosing to serve the residential market with integrated CORBA pre-ordering and ordering interfaces will have a decided advantage over MCI WorldCom.

**ISSUE 77**

139. This issue has been resolved.

**ISSUE 78**

**Issue:** *How should the agreed upon credit information be provided? (Attachment 8, Section 1.7.9.)*

**MCIW position:** *The parties should provide credit information to a mutually agreed upon third party credit reporting agency.*

**BST position:** *The information should be provided via customer service records.*

140. MCI WorldCom has proposed that the parties make available to a mutually agreed upon third party credit reporting agency the credit information the parties have agreed to provide each other. This approach will lead to the development of a nationally consistent interface for credit information, rather than credit reporting that varies from carrier to carrier. BellSouth has proposed that the parties provide customer credit information via customer service records.

**ISSUE 79**

141. This issue has been resolved.

## ISSUE 80

- Issue:** *Should BellSouth be required to provide an application-to-application access service order inquiry process? (Attachment 8, Sections 2.1.1.2 and 2.2.3.)*
- MCIW position:** *Yes. Such a process is needed to obtain pre-order information electronically for UNEs ordered via an access service request.*
- BST position:** *No. BellSouth is not required to provide such a process.*

142. MCI WorldCom has proposed language that would require BellSouth to develop an application-to-application access service order inquiry process. MCI WorldCom uses access service requests (“ASRs”) to order, among other things, interconnection trunks and UNEs for local service. MCI WorldCom’s ability to provide local service will be enhanced if it can obtain certain electronic pre-ordering functionality associated with ASRs that is equivalent to what BellSouth provides itself. MCI WorldCom has requested electronic access service pre-ordering functionalities including address validation, service availability inquiry and cable facilities assignment inquiry. BellSouth opposes MCI WorldCom’s proposed language, claiming incorrectly that it is not required under the Act to provide this functionality.

## ISSUE 81

- Issue:** *Should BellSouth provide a service inquiry process for local services as a pre-ordering function? (Attachment 8, Section 2.2.1.)*
- MCIW position:** *Yes. BellSouth should provide service inquiry for pre-ordering.*
- BST position:** *No. BellSouth complies with the loop qualification requirements of the FCC's rules. Any other service inquiry provided to MCI WorldCom is*

*accomplished in substantially the same time and manner as that to BellSouth's retail organization.*

143. Service inquiries permit an ALEC to determine the facilities available to serve a customer and the location of those facilities. MCI WorldCom requires this information to facilitate local sales. When an MCI WorldCom sales representative is trying to close a sale for local service, the prospective customer may want to know whether facilities exist to provide the service it would like to receive. Customers also want to know the location of facilities so they can determine whether there is sufficient redundancy in the facilities used to serve them.

144. MCI WorldCom has requested that BellSouth provide manual and electronic service inquiry processes for local services that may be used when the local service is being ordered via an LSR or an ASR. Upon information and belief, BellSouth representatives have access to such information that they can use in their sales efforts. But BellSouth has refused to make this information available to MCI WorldCom before it submits an order. BellSouth should be required to provide manual and electronic service inquiry processes on a pre-order basis.

#### **ISSUE 82**

145. This issue has been resolved.

#### **ISSUE 83**

**Issue:** *Should BellSouth be required to provide downloads of the RSAG, PSIMS and PIC databases without license agreements? (Attachment 8, Section 2.5.)*

**MCIW position:** *Yes. BellSouth should provide RSAG, PSIMS, and PIC database downloads without a license agreement or use restrictions, and should provide PSIMS and PIC downloads at no cost.*



**BST position:** *No. BellSouth has agreed to provide MCI WorldCom a download of the RSAG at MCI WorldCom's expense. However, because of MCI WorldCom's intended use of the RSAG, it must execute a licensing agreement. BellSouth provides MCI WorldCom a flat file extraction of the PSIMS, which includes PIC information on a monthly basis and is willing to continue to do so.*

146. MCI WorldCom and other ALECs obtain pre-ordering information from BellSouth via electronic databases BellSouth has developed. In some cases, ALECs obtain access to this information through BellSouth's OSS interfaces on a "dip-by-dip" basis. In other cases, BellSouth also provides an electronic download of the database that the ALEC can then integrate into its own systems. For example, BellSouth previously has downloaded the PSIMS and PIC databases to MCI WorldCom without charge and without a license agreement.

147. MCI WorldCom seeks the right to continue to obtain downloads to the PSIMS and PIC databases without a license agreement. BellSouth has provided the downloads in the past without a license agreement and cannot seriously argue that the data it is providing is proprietary. MCI WorldCom further seeks the right to obtain a download of the RSAG database, with periodic updates, without a license agreement. MCI WorldCom has specified sections of the RSAG that are not proprietary that it should be able to obtain free and clear of the unreasonable restrictions BellSouth seeks to impose. MCI WorldCom is entitled to obtain this information.

#### **ISSUE 84**

**Issue:** *Should the parties be required to develop jointly an implementation plan for the ordering of local switching in combination with unbundled loops, including UNE-P? (Attachment 8, Section 3.)*

**MCIW position:** *Yes. These procedures will enhance the smooth roll-out of such combinations.*

**BST position:** *No. BellSouth has already developed a plan to implement UNE-P and has already implemented that plan. These procedures and processes utilize existing manual and electronic functionality for pre-ordering and ordering.*

148. MCI WorldCom proposes that the parties jointly develop an implementation plan for the ordering of local switching in combination with unbundled loops, including UNE-P. Such a plan would address, among other things, the processes to establish MCI WorldCom's presence in BellSouth's switches and the design for trunking, signaling routing, line class code or AIN provisioning, operator service, billing and testing. MCI WorldCom also has proposed that when it orders local switching in combination with unbundled loops on a LATA wide or metropolitan basis, BellSouth would test twenty percent of its end offices in the area for correct routing and translations. These procedures would help ensure the smooth rollout of such combinations.

#### ISSUE 85

**Issue:** *What procedures should be used for PIC changes? (Attachment 8, Section 3.2.4.)*

**MCIW position:** *MCI WorldCom has proposed procedures that would require BellSouth, for example, to notify MCI WorldCom whenever one of its local customers (whether through resale, UNEs, INP or LNP) changes its PIC status.*

**BST position:** *This issue is not appropriate for arbitration. MCI WorldCom is attempting to arbitrate Presubscribed Interexchange Carrier (PIC) status and CARE messages which are associated with interexchange toll service, which is not subject to the Act. BellSouth has agreed to notify MCI*

*WorldCom when one of its resale customers changes its PIC status.*

151. MCI WorldCom has proposed procedures for handling changes to the primary interexchange (interLATA and intraLATA) carriers ("PIC") of MCI WorldCom's local customers. BellSouth should not process any interexchange carrier initiated PIC change transaction on behalf of MCI WorldCom. Rather, BellSouth should reject such transactions and request that they be directed to MCI WorldCom. Once MCI WorldCom receives the PIC change transaction, it would send a request for PIC change to BellSouth, BellSouth would notify MCI WorldCom, using OBF approved CARE instructions, when the change has been made and MCI WorldCom would send the CARE message to the gaining interexchange carrier. BellSouth should provide such notice to MCI WorldCom, whenever an MCI WorldCom customer (who is provided local service through local resale, INP, LNP or UNEs), changes his or her PIC status. BellSouth has proposed alternative language that would among other things, limit its obligation to send CARE messages to situations involving MCI WorldCom resale customers.

#### ISSUE 86

- Issue:** *What are the applicable ordering charges when electronic interfaces are in place but they fail to work? (Attachment 8, Section 3.1.4.)*
- MCIW position:** *If electronic interfaces are in place but are unavailable for reasons other than scheduled maintenance, BellSouth should not impose manual ordering charges.*
- BST position:** *If MCI WorldCom is required to submit manual LSRs due to failure of BellSouth's electronic systems and MCI WorldCom submits an accurate*

*LSR, MCI WorldCom will be billed the electronic ordering charges.*

149. Where BellSouth has electronic interfaces for its retail products, the appropriate charges for ALECs that are building their own electronic interfaces is forward-looking economic costs. When BellSouth provides an electronic interface to ALECs, but that interface becomes unavailable for some reason other than scheduled maintenance, thus necessitating the use of BellSouth's manual interfaces, BellSouth should not be allowed to assess the manual ordering charge. Otherwise, through no fault of its own MCI WorldCom would be forced to pay substantially higher manual OSS charges. BellSouth should have every incentive to maintain and repair its electronic interfaces, and should not be allowed to profit from their unavailability.

#### **ISSUE 87**

**Issue:** *Should MCI WorldCom be required to pay for expedited service when BellSouth provides service after the offered expedited date, but prior to BellSouth's standard interval? (Attachment 8, Section 3.2.7.2.)*

**MCIW position:** *No. BellSouth should not receive additional payment when it fails to perform in accordance with the specified expedited timeframe.*

**BST position:** *Yes. MCI WorldCom should be required to pay expedite charges under these circumstances.*

150. Under language agreed upon by the parties, a request for a due date that is earlier than the BellSouth offered due date will be treated as an expedite request. MCI WorldCom proposes that the expedite charge not apply if BellSouth does not complete the request within the offered expedited timeframe. MCI WorldCom should not be required to pay a higher sum when BellSouth fails to provide the promised expedited

service. BellSouth proposes that expedite charges be paid if it provides the requested service sooner than its standard interval, even if it does not meet the offered expedited timeframe.

#### ISSUE 88

**Issue:** *For customer premises installations, should BellSouth be required, at MCI WorldCom's request, to cable from the demarcation point to the customer's equipment location in accordance with BellSouth's procedures and at parity with the provision of such services to BellSouth's customers? (Attachment 8, Section 3.2.8.3.)*

**MCIW position:** *Yes. BellSouth should provide parity with respect to the provisioning of inside wire.*

**BST position:** *BellSouth is not obligated under the Act of FCC's rules to install inside wire for ALECs or end users. BellSouth states that it is willing to negotiate for the provision of inside wire on a non-regulated basis outside the requirements of Sections 251 and 252 consistent with the methods and procedures that BellSouth uses to install inside wire for its end user customers.*

151. MCI WorldCom has proposed that for customer premises installations, BellSouth be required, at MCI WorldCom's request, to cable from the demarcation point to the customer's equipment location in accordance with BellSouth's procedures and at parity with the provision of such services to BellSouth's customers. This procedure is required to provide parity with respect to the provisioning of inside wire.

#### ISSUE 89

**Issue:** *When BellSouth rejects an MCI WorldCom order, should it be required to identify all errors in the order that would cause it to be rejected? (Attachment 8, Section 3.2.10.1.)*

**MCIW position:** *Yes. Identifying all errors in the order will prevent the need for submitting the order multiple times.*

**BST position:** *No. BellSouth's systems do not enable it to identify all errors in an order.*

152. MCI WorldCom proposes that when BellSouth rejects an error, it should review the entire order and identify all reasons for rejection in a single review of the current version; otherwise, there could be unnecessary delay in processing the order. BellSouth has refused to agree to this language, contending that its systems cannot always identify all the errors in an order.

#### ISSUE 90

**Issue:** *Should BellSouth be required to provide completion notices for manual orders? (Attachment 8, Section 3.2.15.)*

**MCIW position:** *Yes. MCI WorldCom should receive completion notices for all orders, including manual orders.*

**BST position:** *While BellSouth cannot provide the same kind of completion notification to MCI WorldCom as when the order is submitted electronically, BellSouth provides information regarding the status of an order, including completion of the order, through its ALEC Service Order Tracking System.*

153. A completion notice informs MCI WorldCom that BellSouth has provisioned a service order and that the customer has been switched over from BellSouth to MCI WorldCom. Without a completion notice, MCI WorldCom has no effective way of knowing whether or when BellSouth has switched over service for an MCI WorldCom customer. MCI WorldCom must know the date that it begins providing service to the customer so MCI WorldCom can bill the customer correctly and provide maintenance and repair services.

154. BellSouth has refused to agree to provide MCI WorldCom completion notices for manual orders. MCI WorldCom is entitled to submit manual orders and should be entitled to receive completion notices when it does so. BellSouth should be required to provide such completion notices.

#### ISSUE 91

**Issue:** *What intervals should apply to FOCs? Should BellSouth be required to check facilities before returning an FOC? (Attachment 8, Section 3.4.1.2.)*

**MCIW position:** *MCI WorldCom's proposed intervals should apply to FOCs. BellSouth should be required to check facilities before returning an FOC so that it represents a firm commitment to provide service on the specified date.*

**BST position:** *The intervals for FOCs are published in the BellSouth Products & Services Interval Guide to ensure parity of service to all ALECs.*

155. MCI WorldCom submits that its firm order confirmation (FOC) intervals should be adopted because they reasonably require a more prompt response to MCI WorldCom's orders than do BellSouth's proposed intervals. In addition, MCI WorldCom proposes that the FOC it receives truly be a "firm" order confirmation that it can rely on, which means that BellSouth must check available facilities and confirm availability before returning the FOC.

#### ISSUE 92

**Issue:** *Should the parties be required to follow the detailed guidelines proposed by MCI WorldCom with respect to LNP orders? (Attachment 8, Section 3.6.)*

**MCIW position:** *Yes. These guidelines are necessary to improve the LNP ordering process.*

**BST position:** *No. The parties should follow the guidelines outlined in BellSouth's "The Local Number Portability Ordering Guide for CLECs," Issue 1b dated October 10, 1999.*

156. MCI WorldCom has proposed detailed guidelines and requirements for LNP ordering. Such guidelines and requirements are necessary to improve the LNP ordering and provisioning process. BellSouth has proposed that its guidelines for LNP be followed, but BellSouth's guidelines lack the specificity necessary to ensure that the LNP ordering process operates smoothly.

#### ISSUE 93

**Issue:** *By when must the parties bill for previously unbilled amounts? By when must they submit bills to one another? (Attachment 8, Sections 4.2.3.4.2, 4.2.3.4.4, 4.2.3.4.5 and 4.2.3.5.)*

**MCIW position:** *The parties must bill for previously unbilled amounts within one year of the bill date. The bill date should be no more than ninety days old.*

**BST position:** *The parties may bill for previously unbilled amounts until the statute of limitations expires, and there should be no deadline for submitting bills.*

157. MCI WorldCom proposes that the parties bill each other for previously unbilled amounts within one year of the bill date for the period in question. MCI WorldCom further proposes that the bill date be no more than ninety days old (i.e., that a bill be sent within ninety days of the period covering the traffic in question). BellSouth would place no limit on the bill date and would allow billing of previously unbilled amounts up until the running of the applicable statute of limitations. MCI WorldCom submits that ninety days is sufficient time to render a bill and that one year is sufficient to account for any previously unbilled amounts. Putting reasonable time limitations on



billing will encourage prompt bills and bill corrections, and will allow the parties to close their books on past activity within a reasonable time.

#### ISSUE 94

- Issue:** *Should BellSouth be permitted to disconnect service to MCI WorldCom for nonpayment? (Attachment 8, Section 4.2.18.)*
- MCIW position:** *No. The parties should not disconnect for nonpayment. The appropriate remedy should be determined in dispute resolution.*
- BST position:** *Yes. Disconnection for failure to pay without a billing dispute is standard. BellSouth has to be able to stop expending costs where the ALEC refuses to pay.*

158. BellSouth seeks the right to disconnect service to MCI WorldCom in the extremely unlikely event MCI WorldCom fails to pay BellSouth for its services without disputing the amount due. Thus, in the event of nonpayment BellSouth would have the power to discontinue service received by all MCI WorldCom customers being served wholly or partially via UNEs or resale services. Once MCI WorldCom enters the local market on a statewide basis, such an action by BellSouth could endanger the telephone service received by thousands of Florida consumers. Blocking consumers' telephone calls is not an appropriate remedy for nonpayment. That remedy should be determined in dispute resolution.

#### ISSUE 95

- Issue:** *Should BellSouth be required to provide MCI WorldCom with billing records with all EMI standard fields? (Attachment 8, Section 5.)*
- MCIW position:** *BellSouth should be required to provide MCI WorldCom with complete EMI billing records, not*

*simply the subset of such information contained in ADUF, ODUF and EODUF.*

**BST position:** *BellSouth proposes to provide MCI WorldCom with records it provides through tariffed services known as ADUF, ODUF and EODUF.*

159. MCI WorldCom seeks billing records provided in the industry standard EMI format that is used by other Bell companies. BellSouth offers billing records through its tariffed services known as ADUF, ODUF and EODUF, which apparently contain a subset of the fields contained in an EMI record. MCI WorldCom should be entitled to receive complete billing information with all EMI fields. The current MCI-BellSouth Interconnection Agreement requires that all such EMI records be provided and MCI WorldCom is simply requesting that the existing language be kept in the new Interconnection Agreements.

#### ISSUE 96

**Issue:** *Should BellSouth be required to give written notice when a central office conversion will take place before midnight or after 4 a.m.? (Attachment 8, Section 6.2.4.)*

**MCIW position:** *Yes. MCI WorldCom needs to receive written notice.*

**BST position:** *No. Notice via the web should be sufficient.*

160. The parties have agreed that central office conversions will occur after midnight and before 4 a.m., unless MCI WorldCom is notified to the contrary. Central office conversions can involve taking down ALECs' switched service, and therefore it is critical that MCI WorldCom receive written notice in the event such a conversion is expected to take place at another time. BellSouth's proposal that notification be made via web posting is insufficient for transmitting such important information.

## ISSUE 96A

- Issue:** *Should BellSouth be required to provide customer service record (CSR) information in a format that permits its use in completing an order for service? (Attachment 8, Section 2.1.2.1.)*
- MCIW position:** *Yes. BellSouth should either parse CSR information in accordance with industry standards or, if no industry standards exist, should address the parsing of CSR information through the established Change Control Process (CCP).*
- BST position:** *No. BellSouth provides CSR information to ALECs in the same format it uses internally and is not obligated to further parse such information.*

161. The Customer Service Record (CSR) contains information that is necessary for MCI WorldCom to place an accurate order for service. While BellSouth has agreed to provide MCI WorldCom with access to CSR information, that information is provided in a format that does not permit it to be used to automatically complete a Local Service Request (LSR), or order for service. Specifically, the LSR requires that the information be parsed at a lower level (e.g. the street number must be provided in a different field from street name) than is provided by the CSR. Unless CSR information is parsed at a sufficiently low level that it can be used to electronically populate an LSR, human intervention is required to place an order for service. This human intervention increases error rates and results in rejection of orders at a higher rate than BellSouth experiences for its own services. BellSouth today uses CSR information to automatically populate orders in its own ordering system, so it is capable of parsing such information at an appropriate level of detail.

162. MCI WorldCom has proposed language that would require BellSouth to parse CSR information according to industry standards in a manner that would allow the

information to be readily applied by MCI WorldCom to an LSR. If no industry standards exist, MCI WorldCom proposes that adequate parsing be addressed through BellSouth's established Change Control Process (CCP) for implementing changes to its Operations Support Systems (OSS). BellSouth refuses to agree to this proposal. In order to provide parity between MCI WorldCom and BellSouth in the ability to electronically process pre-ordering and ordering information, the FPSC should require that MCI WorldCom's proposed language be included in the Interconnection Agreements.

**I. Ancillary Services Issues**

**ISSUE 97**

**Issue:** *Should BellSouth be required to provide MCI WorldCom with notice of changes to NPA/NXXs linked to Public Safety Answering Points as soon as such changes occur? (Attachment 9, Section 1.1.6.)*

**MCIW position:** *Yes. Obtaining this information is a matter of public safety.*

**BST position:** *No. BellSouth is not at liberty to disclose this information.*

163. MCI WorldCom proposes that BellSouth provide MCI WorldCom with changes to the NPA/NXXs linked to Public Safety Answering Points ("PSAPs") as soon as such changes occur. A PSAP is a center to which E911 calls are directed. Immediate notification is necessary for public safety so MCI WorldCom will know which PSAP is responsible for which telephone numbers. Without this information, MCI WorldCom might unwittingly direct a 911 inquiry to the wrong PSAP. The requested information is included in the operator services database, which is a UNE to which BellSouth must

provide access under the Act. BellSouth has refused to agree to this proposal on the ground that the requested information is proprietary customer information that BellSouth cannot release without the prior consent of the PSAP.

#### ISSUE 98

- Issue:** *Should BellSouth be required to provide the 911 information and comply with 911 trunking requirements proposed by MCI WorldCom? (Attachment 9, Section 1.3.6.2.2.)*
- MCIW position:** *Yes. The requested information and proposed requirements are necessary for the provision of 911 service.*
- BST position:** *The interface between the E911 end office switch or tandem and the ALI/DBMS for MCI WorldCom's subscribers should meet industry standards. However, MCI WorldCom's proposed language regarding 911 trunking is inaccurate and should be rejected.*

164. MCI WorldCom has requested that BellSouth provide certain information and comply with certain requirements relating to 911 trunking. The requested information and proposed requirements are necessary for the provision of 911 service. BellSouth has not agreed to the proposed language.

#### ISSUE 99

- Issue:** *Should BellSouth be required to provide MCI WorldCom with 10 digit PSAP numbers? (Attachment 9, Section 1.3.17.)*
- MCIW position:** *Yes. BellSouth should be required to provide this information.*
- BST position:** *No. MCI WorldCom should be required to obtain PSAP numbers from local E911 authorities as does BellSouth.*

165. A PSAP number is a ten digit number used by telephone companies to route calls to the E911 center in a local calling area. Local carriers like MCI WorldCom need to obtain PSAP numbers so they can reach the PSAP when 911 service is not functioning. Obviously, it is important for MCI WorldCom to obtain PSAP numbers for public safety purposes. BellSouth has proposed that MCI WorldCom obtain PSAPs from local E911 authorities because BellSouth believes it lacks the authority to disclose PSAPs to MCI WorldCom. MCI WorldCom submits that if such authorization is required, the FPSC can provide it in this proceeding. MCI WorldCom notes that the PSAP database is an operator services database to which BellSouth must provide access under Rule 319. MCI WorldCom further notes that the language it is requesting is what is included in the current MCI-BellSouth Interconnection Agreement.

#### ISSUE 100

- Issue:** *Should BellSouth operators be required to ask MCI WorldCom customers for their carrier of choice when such customers request a rate quote or time and charges? (Attachment 9, Section 2.2.2.12.)*
- MCIW position:** *Yes. BellSouth should be required to ask a caller for his or her carrier of choice if the caller requests a rate quote or time and charges.*
- BST position:** *BellSouth's operators may respond to customer inquiries concerning rates and time charges for BellSouth's retail services. However, BellSouth is not obligated to inquire about a customer's carrier of choice.*

166. One function performed by BellSouth operators is responding to customer inquiries concerning rates and time charges. For example, a customer may request the rate for a long distance call from Nashville to Memphis at a certain time of day, or may ask how long he or she spent on a long distance call and how much it cost.

BellSouth operators today ask the caller for his or her carrier of choice, and then forward the caller to that carrier.

167. MCI WorldCom has proposed language that would require BellSouth operators to inquire as to the customer's carrier of choice when the caller requests a rate quote or time and charges, and forward the caller to that carrier. BellSouth has refused to agree to this language. The language proposed by MCI WorldCom is included in the current Interconnection Agreements and is consistent with sound public policy.

#### ISSUE 101

- Issue:** *Is BellSouth required to provide shared transport in connection with the provision of custom branding? Is MCI WorldCom required to purchase dedicated transport in connection with the provision of custom branding? (Attachment 9, Sections 2.2.4.3.3, 2.8.1, 2.8.1.1, 3.2.1.1, 3.2.4.3.3, 3.5.2, and 3.5.2.1.)*
- MCIW position:** *BellSouth is required to provide shared transport as an unbundled network element and shared transport can be used in connection with the provision of custom branding. MCI WorldCom is not required to purchase dedicated transport.*
- BST position:** *If MCI WorldCom requests the Line Class Code method of customized routing, dedicated trunk groups are required between BellSouth's end office switch and MCI WorldCom's choice of operator services/directory services platform. With the AIN method of customized routing, shared trunk groups may be used between the BellSouth end office and the AIN hub location.*

168. Custom branding involves BellSouth branding calls to its OS/DA platform in the name of the ALEC whose customer is calling. BellSouth requires that dedicated trunk groups be used to obtain custom branding, which imposes undue costs on ALECs because it forces them to obtain dedicated trunking from all BellSouth

switches from which they provide service even if call volumes do not justify dedicated trunks. BellSouth should be directed to provide transport to the TOPS platform, via shared transport, where the MCI WorldCom custom announcement resides, or to provide other efficient means of providing custom branding. Use of shared transport is an efficient network architecture for traffic volumes that will not justify the added expense of dedicated transport.

#### ISSUE 102

**Issue:** *Should the parties provide "inward operator services" through local interconnection trunk groups using network routable access codes BellSouth establishes through the LERG? (Attachment 9, Sections 2.6.1-2.6.4.)*

**MCIW position:** *Yes. Local interconnection trunks often provide the most efficient way to provide this service.*

**BST position:** *No. Dedicated trunks must be ordered before this service can be provided.*

169. MCI WorldCom proposes that the parties be able to order trunking for inward operator services (i.e., operator-to-operator calls) in two ways: (a) direct trunks from the MCI WorldCom operator services platform directly to BellSouth's operator services center; and (b) through local interconnection trunk groups using network routable access codes BellSouth establishes in the LERG. BellSouth only is willing to provide operator-to-operator calls via direct trunks. Because local interconnection trunks often will afford the most efficient means of providing this service, BellSouth should be required to provide the service using either method as requested by MCI WorldCom.



### ISSUE 103

**Issue:** *Should BellSouth operators be required to connect MCI WorldCom subscribers dialing "0" and requesting directory assistance to any directory assistance platform designated by MCI WorldCom? (Attachment 9, Section 2.7.2.)*

**MCIW position:** *Yes. BellSouth operators should not automatically route calls for directory assistance from MCI WorldCom customers to the BellSouth directory assistance platform, but should follow the routing instructions provided by MCI WorldCom.*

**BST position:** *No. BellSouth's operator services platform does not have the capability to connect to an ALEC's directory assistance platform and BellSouth is not required to enable them to do so. MCI WorldCom may request and be provided customized routing by which it can determine the operator services platform to which its customers' traffic will be sent.*

170. MCI WorldCom proposes that BellSouth operators be required to connect MCI WorldCom subscribers dialing "0" and requesting directory assistance to any directory platform designated by MCI WorldCom. BellSouth operators should not automatically route calls for directory assistance from MCI WorldCom customers to the BellSouth directory assistance platform, but should follow the routing instructions provided by MCI WorldCom.

### ISSUE 104

171. This issue has been resolved.

### J. Performance Measurement Issues

### ISSUE 105

**Issue:** *What performance measurement system should BellSouth be required to provide? (Attachment 10.)*

**MCIW position:** *BellSouth should use the performance measurement system outlined in MCI WorldCom's proposed Attachment 10, along with the attached MCI WorldCom Measurements and Performance Standards, Version 1.3.*

**BST position:** *BellSouth should use its version of Attachment 10, including its SQM.*

172. MCI WorldCom's performance measurements plan is described in its version of Attachment 10, along with the attached MCI WorldCom Measurements and Performance Standards, Version 1.3 ("MPS"). BellSouth's position on performance measurements is stated in its version of Attachment 10, which includes BellSouth's Service Quality Measurement ("SQM") document. MCI WorldCom submits that its plan is more comprehensive than the SQM and that the MCI WorldCom plan would more fully effectuate the Act. The issues in dispute are discussed in broad outline below.

173. The MPS provides a more complete list of measurements and better defines the measurements, exclusions, business rules and applicable formulas than does BellSouth's SQM. The MPS measurements should provide the foundation for the performance measurement plan.

174. Performance measurements should be disaggregated sufficiently so that apples-to-apples comparisons can be made. In particular, disaggregation should be required by product, by ordering activity, by geographic scope, by volume category, by interface type and (in some cases) by reason for held order. The MPS provides appropriate levels of disaggregation in all these areas, while the SQM does not. In addition, the SQM is inadequate in that it contains measures that are not ALEC-specific and measures that are not disaggregated at the state level.

175. OSS functions provided to ALECs must be compared to BellSouth retail analogs if they exist. If no analog exists, BellSouth's performance must be gauged by a benchmark. *Application of Ameritech Michigan to Provide In-Region, InterLATA Services in Michigan*, CC Docket 97-137, Memorandum Opinion and Order, FCC 97-137 at ¶¶ 139-41 (rel. Aug. 19, 1997). MCI WorldCom's MPS outlines those benchmarks that would provide MCI WorldCom with a meaningful opportunity to compete. MCI WorldCom recognizes that in some cases an appropriate retail analog may exist and then will use the analog in place of the benchmark. In contrast, BellSouth proposes certain retail analogs that are not suitable, does not propose any benchmarks for certain measures, and in many cases proposes benchmarks that are far too lax. The BellSouth analogs and benchmarks should be rejected and the MCI WorldCom proposal should be adopted.

176. To determine whether BellSouth's OSS provides parity to ALECs, it is critical that a statistically valid method be used to compare BellSouth retail data to ALEC data. MCI WorldCom has proposed that the "modified z" test be the statistical methodology applied to assess parity. MCI WorldCom submits that this methodology is superior to the statistical methodology that has been proposed by BellSouth.

177. Based on negotiations to date, it appears the parties disagree concerning a host of remedies issues. Perhaps most importantly, for example, MCI WorldCom proposes a methodology and remedy amounts that will provide appropriate incentives for BellSouth to comply with its obligations to provide parity of service and a meaningful opportunity to compete. BellSouth's plan provides inadequate incentives for compliance and could make remedy payments a cost of doing business. Moreover,

BellSouth has proposed to cap liability at a level that would further decrease BellSouth's incentive, which MCI WorldCom opposes.

178. Other examples of remedies issues on which the parties disagree include the following:

- MCI WorldCom proposes additional remedies for late and incomplete reports and non-reported requirements, which apparently BellSouth opposes.

- BellSouth has proposed to limit significantly the measures to which remedies may apply, whereas MCI WorldCom proposes only a few such "diagnostic" measures.

- MCI WorldCom proposes that the remedy plan would be effective immediately, whereas BellSouth would make the plan effective only after it receives authorization to provide in-region long distance service.

- BellSouth proposes a six month "burn-in" period for new measures, while MCI WorldCom opposes burn-in periods.

- BellSouth has sought to impose other limitations on liability that are unreasonable and indefinite.

179. MCI WorldCom seeks the right to trigger a performance measurement audit up to once every six months. BellSouth has proposed that MCI WorldCom be able to obtain such an audit only if ordered by the FPSC. BellSouth's proposal would result in a cumbersome process that would only delay audits necessary to ensure that BellSouth is playing by the rules.

180. MCI WorldCom submits that its Attachment 10 and the attached MPS, both included in Exhibit C attached hereto, should be adopted.

**K. General Terms and Conditions**

**ISSUE 106**

- Issue:** *Should the Interconnection Agreements contain a provision establishing that BellSouth will provide services in any combination requested by MCI WorldCom? (Part A, Section 1.2.)*
- MCIW position:** *Yes. The Interconnection Agreements should contain a provision establishing that BellSouth will provide services in any combination requested by MCI WorldCom.*
- BST position:** *No. BellSouth objects to including a provision in the Interconnection Agreements establishing that it will provide services in any combination requested by MCI WorldCom.*

181. The provision proposed by MCI WorldCom will facilitate the development of complete and innovative competitive service offerings. It will make clear that MCI WorldCom can use all of the service delivery methods made available by the Telecommunications Act, in combination, to provide telecommunications services. For example, MCI WorldCom could provide service to end-users by combining various resale services with unbundled network elements.

182. The Act envisions use of all of the service delivery methods made available by the Act so as to provide as much competitive choice in telecommunications services as possible. The Act contains no restrictions on the use of various service delivery methods in combination, and the imposition of any restrictions would serve no valid public policy. Moreover, the FCC regulations, discussed above with respect to the issues pertaining to UNE combinations, provide that ILECs can impose no restrictions on the use of network elements and the Act prohibits the imposition of restrictions on the use of resale services, with only one specific restriction on the use of resale services

permitted (the prohibition of cross-class sale). Because BellSouth possesses superior information about its network and superior access to its network, it should perform any necessary combining of services. This will obviate the practical difficulties associated with MCI WorldCom combining elements that are part of BellSouth's network.

#### ISSUE 107

**Issue:** *Should the parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreements? (Part A, Sections 11.1.1 and 11.1.2.)*

**MCIW position:** *Yes. There should be no limitation of liability for material breaches of the Agreements.*

**BST position:** *No. MCI WorldCom's proposed language is inappropriate for inclusion in the agreements because it is not subject to Sections 251 and 252 of the Act.*

183. MCI WorldCom proposes that a damages cap not be applied when a party to an interconnection agreement fails to honor in a material respect a material provision of the Agreement. Without this exception, BellSouth would have an incentive to breach the contract when the benefit to BellSouth exceeded its possible liability. The language MCI WorldCom proposes is the same as the language in the existing Interconnection Agreements between the parties. BellSouth proposes to change the FPSC approved language and substantially limit its liability when it materially breaches the Agreement.

184. MCI WorldCom submits that BellSouth must be given sufficient incentive to comply with the Agreement and should not be able to insulate itself from the consequences of its actions as it proposes. The language MCI WorldCom has provided is reciprocal, is commercially reasonable, and should be adopted.

## ISSUE 108

- Issue:** *Should MCI WorldCom be able to obtain specific performance as a remedy for BellSouth's breach of contract? (Part A, Section 14.1.)*
- MCIW position:** *Services under the Agreements are unique, and specific performance is an appropriate remedy for BellSouth's failure to provide the services as required in the Agreements.*
- BST position:** *Whether specific performance is appropriate is a legal question dependent upon the specific breach. This is not an appropriate subject for arbitration under Sections 251 and 252.*

185. MCI WorldCom submits that the nature of the services provided by BellSouth under the Agreements is such that specific performance almost always will be the most appropriate remedy. In the last round of arbitrations, the FPSC approved language including specific performance as one of the remedies available to MCI WorldCom. The FPSC will be hamstrung in discharging its responsibility to enforce interconnection agreements if it cannot order BellSouth to comply with their terms. MCI WorldCom should continue to have the right to specific performance in the Agreements.

## ISSUE 109

- Issue:** *Should BellSouth be required to permit MCI WorldCom to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, effective as of the date of MCI WorldCom's request. Should BellSouth be required to post on its website page all BellSouth's interconnection agreements with third parties within fifteen days of the filing of such agreements with the FPSC? (Part A, Section 18.)*
- MCIW position:** *BellSouth should permit MCI WorldCom to substitute more favorable terms and conditions*

*effective as of the date of MCI WorldCom's request and should post such agreements on its website.*

**BST position:** *MCI WorldCom should be permitted to substitute more favorable terms and conditions consistent with the Act and applicable FCC rules. Because approved interconnection agreements are available from the FPSC, BellSouth should not be required to provide a copy to MCI WorldCom .*

186. MCI WorldCom is entitled to obtain more favorable rates, terms and conditions obtained by a third party, whether those rates, terms and conditions are obtained through negotiations or a judicial or regulatory proceeding. This right is provided under the Act, Section 252(i), and promotes the public policy of ensuring that MCI WorldCom receive nondiscriminatory treatment from BellSouth. MCI WorldCom proposes that the effective date of the substituted rates, terms or conditions be the date of MCI WorldCom's request that it obtain the rate, term or condition obtained by the third party. Further, to ensure that MCI WorldCom is aware of the availability of such rates, terms and conditions, BellSouth should be required to post on its website any interconnection agreement between BellSouth and a third party within fifteen days of the filing of the agreement.

#### ISSUE 110

**Issue:** *Should BellSouth be required to take all actions necessary to ensure that MCI WorldCom confidential information does not fall into the hands of BellSouth's retail operations. Should BellSouth bear the burden of proving that such disclosure falls within enumerated exceptions? (Part A, Section 20.1.1.1.)*

**MCIW position:** *Yes. BellSouth should take all measures necessary to protect MCI WorldCom's confidential information from BellSouth's retail operations, and*



*should bear the burden of proving that disclosure falls within enumerated exceptions.*

**BST position:** *No. BellSouth proposes that it only should be required to take all reasonable measures to protect confidential information from BellSouth's retail operations, and should not bear the burden of proving that disclosure falls within enumerated exceptions.*

187. By virtue of BellSouth's position as MCI WorldCom's sole supplier of many services and elements, BellSouth comes into possession of MCI WorldCom confidential information. It is critical that this information not fall into the hands of BellSouth's retail operation, which could use the information to its competitive advantage. BellSouth is only willing to "take all reasonable measures" to safeguard MCI WorldCom's confidential information from its retail operations, and is not willing to assume the burden of establishing that disclosure of such information falls into one of the enumerated exceptions (such as the exception for when confidential information becomes public through no breach of contract by BellSouth).

188. BellSouth's proposal does not go far enough to protect MCI WorldCom's confidential information. BellSouth should be required to take all actions necessary to ensure that its retail operations do not obtain such information. If such disclosure does occur, a rebuttable presumption should arise that BellSouth has breached its obligations to preserve confidentiality, and BellSouth should bear the burden of proving that the disclosure was permissible under one of the exceptions enumerated in Part A, Section 19.1.2.

## ISSUE 111

- Issue:** *Should MCI WorldCom's proposed procedures be followed for audits of billing records? (Part A, Section 21.2.)*
- MCIW position:** *Yes. The procedures MCI WorldCom has proposed for such audits should be followed.*
- BST position:** *No. The procedures BellSouth has proposed should be followed.*

189. MCI WorldCom has proposed procedures for audits of billing records. BellSouth has rejected this language and proposed alternative procedures, including language expressly dealing with PIU and PLU reporting. MCI WorldCom submits that the audit procedures it has proposed are preferable and should be followed.

### REQUEST FOR RELIEF

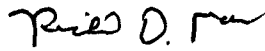
WHEREFORE, MCI WorldCom respectfully requests that the FPSC grant the following relief:

- A. The FPSC should arbitrate the unresolved issues between MCI WorldCom and BellSouth within the timetable specified in the Act.
- B. The FPSC should issue an order directing the parties to submit MCI-BellSouth and MWC-BellSouth Interconnection Agreements reflecting the agreed upon language in Exhibit C and the resolution in this arbitration proceeding of the unresolved issues described above.
- C. The FPSC should retain jurisdiction of this arbitration until the parties have submitted agreements for approval in accordance with Section 252(e) of the Act.
- D. The FPSC should further retain jurisdiction of this arbitration and the parties hereto until BellSouth has complied with all implementation time frames

specified in the arbitrated agreements and those agreements have been fully implemented.

E. The FPSC should take such other and further actions as it deems appropriate.

RESPECTFULLY SUBMITTED, this 26th day of May, 2000.



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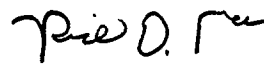
Attorneys for MCImetro Access  
Transmission Services, LLC and MCI  
WorldCom Communications, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by U.S. Mail or Hand Delivery (\*) this 26th day of May, 2000.

\*BellSouth Telecommunications, Inc.  
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c/o Nancy H. Sims  
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Attorney

### MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELL SOUTH

Issue	MCI WorldCom Position	BellSouth Position
1. Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface? (Attachment 1, Section 2.9.)	No. When BellSouth fails to provide an electronic interface, it should not be able to impose a manual ordering charge.	Yes. BellSouth can impose manual ordering charges regardless of whether an electronic interface is available.
2. What prices should be included in the Interconnection Agreements? (Attachment 1, Appendix 1.)	The FPSC should establish the UNE rates proposed by MCIW in Attachment 1 on an interim basis subject to true-up. Once the FPSC establishes permanent rates for UNEs, those rates should be added to the Interconnection Agreements.	Interim rates should be those proposed by BellSouth.
3. Should the resale discount apply to all telecommunication services BellSouth offers to end users, regardless of the tariff in which the service is contained? (Attachment 2, Section 1.1.1.)	Yes. Offering a retail service under a tariff other than the private line or GSST tariffs does not preclude it from the wholesale discount.	No. Only private line and GSST tariff services are available for discount, consistent with the Act.
4. Should BellSouth have the right to determine unilaterally the demarcation points for access to UNEs? (Attachment 3, Section 2.2; 2.5, 4.6.2.5; Part B, Section 52)	No. MCIW should have the right to designate any technically feasible point for access to UNEs.	Yes. MCIW should be able to obtain access to UNEs only at demarcation points established by BellSouth.
5. Should BellSouth be required to provide OS/DA as a UNE? (Attachment 3, Section 2.8)	Yes. BellSouth must provide OS/DA as a UNE until it complies with the FCC's UNE Remand Order. Because BellSouth has not yet complied with the order, it must provide OS/DA as a UNE.	No. BellSouth contends that because it offers selective routing, whether or not effective, it is not required to provide OS/DA as a UNE.
6. Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network	Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements	No. Only those elements that already have been combined in BellSouth's network must be provided to ALECs in combined form.

**MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELL SOUTH**

	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	elements that are ordinarily combined in its network? (Attachment 1, Section 1.5; Attachment 3, Section 2.4)	that are ordinarily combined in BellSouth's network.	
7.	Should BellSouth be required to combine network elements that are not ordinarily combined in its network? (Attachment 3, Section 2.11)	Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are not ordinarily combined in its network.	No. BellSouth should not be required to provide such combinations.
7A	Should BellSouth charge MCIW only for UNEs that it orders and uses, and should UNEs ordered and used by MCIW be considered part of its network for reciprocal compensation and switched access charges? (Attachment 3, Section 2.12 and Attachment 4, Section 9.11.)	Yes. This approach should be adopted.	No. BellSouth is not willing to agree to the proposed language.
8.	Should UNE specifications include non-industry standard, BellSouth proprietary specifications? (Attachment 3, Appendix 1; Attachment 3, Sections 4.3-4.14)	No. Only industry standard specifications should be used.	Yes. BellSouth proprietary specifications should be included.
9.	Should MCIW be required to use a special construction process, with additional costs, to order facilities of the type normally used at a location, but not available at the time of the order? (Attachment 3, Section 4.1.1.)	No. The special construction process only should be required when the requested facilities are not of the type normally used at a location.	Yes. BellSouth is not obligated to construct facilities for MCIW. MCIW should use the special construction process if it wants BellSouth to construct facilities to serve a particular customer where facilities do not currently exist.
10.	Should the Interconnection Agreements contain MCIW's proposed terms governing spectrum compatibility and spectrum	Yes. The Interconnection Agreements should contain MCIW's proposed terms governing spectrum compatibility and spectrum	BellSouth is willing to include in the parties' interconnection agreement terms governing spectrum compatibility and spectrum management

**MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELL SOUTH**

	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	management? (Attachment 3, Sections 4.2.4.7 - 4.2.4.9.3)	management.	consistent with applicable FCC Rules 51.230-51.233.
11.	Should MCIW access the feeder distribution interface directly or should BellSouth be permitted to introduce an intermediate demarcation device? (Attachment 3, Sections 4.5.1.1.1, 4.5.1.2.3.)	MCIW should access subloop elements wherever it is technically feasible to do so, including at the feeder distribution interface, without having to connect to unneeded intermediate devices.	Direct access to the feeder distribution interface would adversely impact network reliability. MCIW should access the feeder distribution interface through an access terminal established by BellSouth.
12.	Should the Interconnection Agreements contain MCIW's proposed terms governing the provision of optical loop concentrators, intelligent loop concentrators, and DSLAMs as unbundled network elements? (Attachment 3, Sections 4.6-4.9; Part B, Section 59)	Yes. The Interconnection Agreements should contain MCIW's proposed terms governing the provision of optical loop concentrators, intelligent loop concentrators, and DSLAMs as unbundled network elements.	No. Although BellSouth will offer an optical loop concentrator, the complex processes and coordination required to provide this service have not been developed because there has been no demand. BellSouth is not obligated to offer DSLAMs as unbundled network elements. Moreover, BellSouth is not familiar with the term "intelligent" loop concentrator.
13.	Is optical feeder a subloop element which BellSouth must provide upon request? (Attachment 3, Section 4.5.1.5)	Yes. Optical feeder is a subloop element which must be made available upon request pursuant to the Act and FCC regulations.	No. Optical feeder is not a subloop element which must be made available to new entrants upon request.
14.	This issue has been resolved.		
15.	When an MCIW customer served via the UNE-platform makes a directory assistance or operator call, must the ANI-II digits be transmitted to MCIW via Feature Group D signaling from the point of origination? (Attachment 3, Section 7.2.1.16)	Yes. BellSouth should route these calls to MCIW, via an AIN dip, over common transport to a BellSouth tandem. To provide this functionality, BellSouth should convert the signaling to Feature Group D signaling at the point of origination.	No. BellSouth does not route operator services or directory assistance calls, or calls to other MCIW end points or platforms, through the tandem switch. BellSouth does not provide selective routing using feature Group D signaling with conversion occurring at the point of origination.
16.	Should BellSouth be required to provide GR-	Yes. BellSouth should be required to provide GR-303	BellSouth will make its GR-303 equipped integrated

**MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELL SOUTH**

	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	<p>303 equipped integrated digital loop carrier where it is available? Where such facilities are available, should BellSouth provide multi-hosting? (Attachment 3, Section 4.3.)</p>	<p>equipped integrated digital loop carrier where it is available, and in such cases should be required to provide multi-hosting.</p>	<p>digital loop carrier facilities available to MCIW on an unbundled basis where such equipment exists and will work cooperatively with MCIW to develop methods and procedures to "electronically cross-connect the loop to the feeder transport." BellSouth will not provide multi-hosting.</p>
<p>17.</p>	<p>This issue has been consolidated with Issue 13.</p>		
<p>18.</p>	<p>Is BellSouth required to provide all technically feasible unbundled dedicated transport between locations and equipment designated by MCIW so long as the facilities are used to provide telecommunications services, including interoffice transmission facilities to network nodes connected to MCIW switches and to the switches or wire centers of other requesting carriers? (Attachment 3, Section 10.1.)</p>	<p>Yes. BellSouth is required to provide dedicated interoffice transmission facilities to the locations and equipment designated by MCIW, including network nodes connected to MCIW switches and to the wire centers and switches of other requesting carriers.</p>	<p>No. BellSouth will not provide dedicated interoffice transmission facilities to nodes in MCIW's network connected to MCIW switches or to switches of other requesting carriers. BellSouth only will provide transport to an MCI WorldCom or BellSouth switch or wire center.</p>
<p>19.</p>	<p>How should BellSouth be required to route OS/DA traffic to MCIW's operator services and directory assistance platforms? (Attachment 3, Sections 7.3.2, 7.3.2.2, 7.3.2.3, 7.6.4, 14.2.1.5. and 14.2.8; Attachment 9, Sections 2.8.1, 2.8.1.1, 3.2.1.1, 3.5.2 and 3.5.2.1.)</p>	<p>MCIW should have the option of having OS/DA traffic delivered to its OS/DA platforms in one of two ways. First, BellSouth should be required to transport this traffic using shared transport, either for all OS/DA calls or on an overflow basis, using a compatible signaling protocol from the point of origination. Second, BellSouth should be required, at MCIW's option,</p>	<p>BellSouth does not route operator services or directory assistance calls, or calls to other MCIW end points or platforms, through the tandem switch. BellSouth does not provide selective routing using Feature Group D signaling with conversion occurring at the point of origination.</p>



**MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELL SOUTH**

	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
		to provide dedicated transport for this traffic, using a compatible signaling protocol from the point of origination.	
20.	This issue has been resolved.		
21.	This issue has been resolved.		
22.	Should the Interconnection Agreements contain MCIW's proposed terms addressing line sharing, including line sharing in the UNE-P and unbundled loop configurations? (Attachment 3, Sections 14.1-14.1.8.)	The Interconnection Agreements should contain MCI WorldCom's proposed terms addressing line sharing.	BellSouth has proposed terms concerning line sharing, but has not agreed to provide line sharing in the UNE-P and unbundled loop configurations.
23.	Does MCIW's right to dedicated transport as an unbundled network element include SONET rings that exist on BellSouth's network? (Attachment 3, Sections 10.2.3, 10.5.2, 10.5.6.3, 10.5.9, 10.6, 10.7.2.16.)	Yes. MCIW's right to dedicated transport as an unbundled network element includes SONET rings that exist on BellSouth's network.	No. BellSouth is not obligated by the Act or Rules to provide existing SONET rings on its network as unbundled dedicated transport.
24.	This issue has been resolved.		
25.	Should BellSouth be required to use spare facilities, when available, to bring MCIW customers back on line as quickly as possible? (Attachment 3, Section 10.7.2.12.)	Yes. BellSouth should restore the customer's service first, then repair the facilities in question.	No. BellSouth should be able to determine the method of service restoration on a case-by-case basis.
26.	This issue has been resolved.		
27.	This issue has been resolved.		
28.	Should BellSouth provide the calling name database via electronic download, magnetic tape, or via similar convenient media? (Attachment 3, Section	Yes. BellSouth should provide the calling name database via electronic download, magnetic tape, or via similar convenient media.	No. BellSouth is not required by the FCC's Rules to provide a download, electronically or by any other media, of BellSouth's calling name database. BellSouth is

**MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELL SOUTH**

	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	13.7.)		only required to provide access to the data contained in the database.
29.	Should calls from MCIW customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, be terminated by BellSouth from the point of interconnection in the same manner as other local traffic, without a requirement for special trunking? (Attachment 4, Section 1.1.1)	Yes. Calls from MCIW customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, should be terminated by BellSouth from the point of interconnection in the same manner as is other local traffic, without a requirement for special trunking.	No. For calls from MCIW customers to BellSouth customers served via Uniserve, Zipconnect, or any other similar service, MCIW should be required to trunk the calls to BellSouth's TOPS platform.
30.	Should the FPSC adopt MCIW's proposal for augmentation of Joint Fiber Facilities? (Attachment 4, Section 1.7)	Yes. MCIW proposes a 50% trigger to start the process to increase facility capacity as well as other procedures for efficient facility augmentation.	No. It is appropriate to begin augmentation of a final trunk group when utilization reaches the 75% to 85% level. However, whether to augment the underlying facilities over which those trunks are provisioned should be decided on a case-by-case basis.
31.	What level of capacity initially should be purchased and installed on joint optical interconnection facilities? (Attachment 4, Section 1.6.3.)	The initial fiber optic system purchased and installed on the interconnection facilities should be at an OC-48 level.	BellSouth opposes a requirement that a specific level of capacity be equipped on a jointly provisioned fiber optic facility in every instance since such capacity may not be necessary. A technical team composed of the parties' personnel should be established to work out procedures for implementing appropriate capacity on a jointly provisioned optical interconnection facility.
32.	Should there be any charges for use of a joint optical interconnection facility built 50% by each party? (Attachment 4, Sections 1.6.1.8, 1.6.1.9.)	No. There should be no charge by either party for use of the joint optical interconnection facility.	Yes. BellSouth proposes a charge for use of the joint optical interconnection facility for transit traffic under certain circumstances.

## MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELL SOUTH

	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
33.	Does MCIW have the right to require interconnection via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System (SONET ring)? (Attachment 4, Section 1.6)	Yes. MCIW has the right pursuant to the Act, FCC regulations, and the Local Competition Order to require any technically feasible method of interconnection, including a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System.	No. BellSouth has the right to refuse to interconnect via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System.
34.	Is BellSouth obligated to provide and use two-way trunks that carry each party's traffic? (Attachment 4, Sections 2.1.1.2 and 2.1.2)	Yes. BellSouth must provide and use two-way trunks pursuant to FCC regulations. Two-way trunks are more cost efficient and make testing easier.	No. BellSouth is only obligated to provide and use two-way local interconnection trunks where traffic volumes are too low to justify one-way trunks.
35.	If the parties ever choose to implement a combination trunk group, should that trunk group be operated as a two-way trunk? (Attachment 4, Sections 2.1.1.3-2.1.1.3.2, 2.2.6-2.2.7.)	Yes. If in the future the parties choose to implement a combination trunk group, that trunk group should be operated as a two-way trunk.	No. BellSouth is not required to use two-way trunk groups for local traffic terminated to MCIW. Also, the combination trunks MCIW requested carry toll and access traffic, which is not subject to the interconnection obligations of the Act.
36.	Does MCIW, as the requesting carrier, have the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point? (Attachment 4, Sections 1.3 and 1.3.1, Attachment 5, Section 2.1.4.)	Yes. MCIW has the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations to designate the network point (or points) of interconnection at any technically feasible point.	No. BellSouth is not required to deliver BellSouth originated traffic to a point of interconnection designated by MCIW.
37.	Should BellSouth be permitted to require MCIW to fragment its traffic by traffic type so it can interconnect with BellSouth's network?	No. Such fragmentation is inefficient and wasteful.	Yes. BellSouth should be permitted to fragment trunk groups by traffic type because it maintains such separate trunk groups for itself.

**MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELL SOUTH**

	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	(Attachment 4, Sections 2.2.6-2.2.7)		
38.	This issue has been resolved.		
39.	How should Wireless Type 1 and Type 2A traffic be treated under the Interconnection Agreements? (Attachment 4, Section 9.7.2.)	This traffic should be routed on the local/intralata/transit logical trunk group that rides the mid-span fiber meet facilities. MCIW agrees with BellSouth that the Type 1 traffic is not really "meet point" traffic. Type 2A traffic, however, should be billed in accordance with the OBF Meet Point Billing guidelines as described in response to Issue 45.	Type 1 traffic should be treated for routing and billing purposes as though it were landline traffic originated by BellSouth or MCIW. Type 2A traffic should be treated similarly when the carriers have implemented Meet Point Billing capabilities consistent with industry guidelines.
40.	What is the appropriate definition of internet protocol (IP) and how should outbound voice calls over IP telephony be treated for purposes of reciprocal compensation? (Attachment 4, Sections 9.3.3 and 9.10.)	The question of whether long-distance carriers should pay access charges when they utilize IP telephony is beyond the scope of this arbitration proceeding. The FCC has not imposed interstate access charges on IP telephony; the only available form of inter-carrier compensation for the services at issue in this arbitration is reciprocal compensation.	IP telephony is telecommunications service that is provided using IP for one or more segments of the call. To the extent technically feasible, reciprocal compensation should apply to local telecommunications provided via IP telephony. However, long distance calls, irrespective of the technology used to transport them, constitute switched access traffic.
41.	Should the Interconnection Agreements contain language which, while purporting to address the issue of false traffic generated for the purpose of obtaining increased reciprocal compensation, actually excludes traffic to Internet Service Providers from reciprocal compensation obligations? (Attachment 4, Section 9.3.1.)	No. The contract should not include language which excludes calls to Internet Service Providers from reciprocal compensation obligations.	Yes. The Interconnection Agreements should exclude false traffic from the payment of reciprocal compensation, which is the purpose of BellSouth's proposed language.

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Issue	MCI WorldCom Position	BellSouth Position
42. Should MCIW be permitted to offer tandem services for switched access traffic? (Attachment 4, Section 2.3.8.)	Yes. MCIW should be permitted to offer tandem services for switched access traffic. BellSouth should not be permitted to monopolize the tandem services business.	No. MCIW should be prohibited from delivering switched access traffic by any means other than switched access trunks and facilities.
43. When the ANI, CPN and BTN are not available, should the parties be required to include in the information transmitted with the call the NPA/NXX associated with the trunk group or the telephone number associated with the trunk group? (Attachment 4, Section 9.2.2.)	The parties should be required to provide the telephone number associated with the trunk.	BellSouth will provide the NPA/NXX of the number assigned to the trunk group, which is the only significant information necessary for MCIW to bill other carriers using the records provided by BellSouth. If a carrier provides a full telephone number to associate with the trunk group, then it will be provided to MCIW as well.
44. This issue has been resolved.		
45. How should third party transit traffic be routed and billed by the parties? (Attachment 4, Sections 9.7.1, 9.7.2, 10.7.1.1, 10.7.2, and 10.7.3)	From a routing perspective, this traffic should be exchanged over the same logical trunk group as all other local and intraLATA toll traffic. BellSouth should bill the originating carrier consistent with the Ordering and Billing Forum (OBF) Meet Point Billing Guidelines (single bill/single tariff option).	BellSouth proposes that MCIW be required to order separate local transit switched access trunks and that billing be handled via a different OBF option.
46. Should BellSouth be permitted to impose restrictions on MCIW's ability to assign NPA/NXX codes to MCIW's end-users? (Attachment 4, Sections 9.4.6. and 9.10.)	No. BellSouth should not be permitted to impose restrictions on MCIW's ability to assign NPA/NXX codes to MCIW's end-users.	Yes. BellSouth proposes that ALECs be prohibited from assigning NPA/NXXs to end users located outside the local calling area of the rate center with which the NPA/NXX has been associated.
47. Should reciprocal compensation payments be made for calls bound to ISPs? (Attachment 4, Section 9.3.2; Part B, Section 80)	Yes. Reciprocal compensation payments should be applicable to calls made from one carrier's customers to the ISP customer of the other carrier.	No. Reciprocal compensation payments should not be made on calls from one carrier's customers to the ISP customer of the other carrier.

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	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
48.	This issue has been consolidated with Issue 45.		
49.	Should the designation of local traffic be dependent on the type of switching technology used, including packet switching? (Attachment 4, Section 9.3.3)	No. The designation of local traffic should not be dependent on the type of switching technology used.	Yes. The designation of local traffic is dependent on the type of switching technology used. Because there are no minutes of use to record for packet switching, the traditional per minute of use rates that apply to reciprocal compensation for circuit switched local traffic cannot be applied.
50.	This issue has been consolidated with Issue 51.		
51.	Is BellSouth required to pay tandem charges when MCIW terminates BellSouth local traffic using a switch serving an area comparable to a BellSouth tandem? (Attachment 4, Sections 9.4, 10.4.2, 10.4.2.3.)	Yes. When an MCIW local switch covers a geographic area comparable to the area served by a BellSouth tandem, MCIW is entitled to charge BellSouth the tandem rate, meaning the rate for tandem switching, transport and end office switching.	No. MCIW should not be entitled to charge the tandem rate under these circumstances.
52.	This issue has been resolved.		
53.	Should call jurisdiction be based on the calling party number or on jurisdictional factors that represent averages? (Attachment 4, Sections 9.6.1 and 10.6.1; Part B, Sections 129-130.)	Call jurisdiction for purposes of billing should be based on the calling party number.	Call jurisdiction for purposes of billing should be based on industry averages such as "percent interstate use" or "percent local use," because a number of limitations preclude BellSouth from using recorded usage data to determine which rates to apply for billing.
53A	Should MCIW be required to utilize direct end office trunking in situations involving tandem exhaust or excessive traffic volumes? (Attachment 4, Section 2.4)	No. MCIW should not be required to utilize direct end office trunking in situations involving tandem exhaust or excessive traffic volumes. BellSouth should manage its network efficiently to avoid this situation from occurring.	Yes. MCIW should be required to utilize end office trunking in such situations.
54.	Should security charges be	No, security charges should	Yes, security charges should

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	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	assessed for collocation in offices with existing card key systems, and how should security costs be allocated in central offices where new card key systems are being installed? (Attachment 5, Section 7.3, and Attachment 1, Appendix 1)	not be assessed for collocation in central offices with existing card key systems. Security costs for collocation in central offices in which new systems are built should be assessed on a pro-rata basis.	be assessed for collocation in central offices with existing card key systems. Security costs for collocation in central offices in which new systems are built should be allocated on a per capita basis. BellSouth has not yet indicated if its position has changed in light of the FPSC's recent collocation orders.
55.	Should BellSouth be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application? (Attachment 5, Sections 2.1.1.3 and 7.20)	Yes. BellSouth should be required to provide a response, including a firm cost quote, within fifteen days of receiving a collocation application.	BellSouth has not yet indicated its current position in light of the FPSC's recent collocation orders.
56.	Should BellSouth be required to provide DC power to adjacent collocation space? (Attachment 5, Section 3.4)	Yes. BellSouth should be required to provide DC power to adjacent collocation space.	No. BellSouth cannot provide DC power to adjacent collocation space.
57.	Should the Interconnection Agreements include MCIW's proposed terms and conditions regarding virtual collocation? (Attachment 5, Section 6)	Yes. The Interconnection Agreements should contain MCIW's proposed terms and conditions governing the provision of virtual collocation.	BellSouth's position is unknown. It has not yet responded to the most recent version of MCIW's proposed language.
58.	This issue has been resolved.		
59.	Should collocation space be considered complete before BellSouth has provided MCIW with cable facility assignments ("CFAs")? (Attachment 5, Section 7.15.2).	No. Collocation space is not complete until CFAs have been provided.	Yes. CFAs will not be provided until the collocator's equipment has been installed by BellSouth or certified vendors.
60.	Should BellSouth provide MCIW with specified collocation information at the joint planning meeting? (Attachment 5, Sections 7.17.2, 7.17.4 and 7.17.10)	Yes. The requested information should be provided at the joint planning meeting.	No. BellSouth should not be required to provide the requested information for the joint planning meeting.

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	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
61.	What rate should apply to the provision of DC power to MCIW's collocation space? (Attachment 5, Section 7.18.6)	The rate proposed by MCIW in Attachment 1 should apply on a per ampere basis until the FPSC establishes permanent rates.	BellSouth's proposed rates should apply on a per fused ampere basis.
62.	Should BellSouth be required to provision caged or cageless physical collocation space (including provision of the cage itself) within 90 days and virtual collocation within 60 days? (Attachment 5, Section 7.19)	Yes. BellSouth should be required to provision caged and cageless physical collocation space within 90 days and virtual collocation within 60 days.	BellSouth has not yet indicated its current position in light of the FPSC's recent collocation orders.
63.	Is MCIW entitled to use any technically feasible entrance cable, including copper facilities? (Attachment 5, Section 7.21.1)	Yes. MCIW is entitled to use any technically feasible entrance cable, including copper facilities.	No. MCIW should be restricted to the use of fiber entrance facilities only, because copper facilities are "too thick."
64.	Is MCIW entitled to verify BellSouth's assertion, when made, that dual entrance facilities are not available? Should BellSouth maintain a waiting list for entrance space and notify MCIW when space becomes available? (Attachment 5, Section 7.21.2.)	Yes. MCIW should be permitted to verify BellSouth's assertion that dual entrance facilities are not available. BellSouth should maintain a waiting list for entrance space and notify MCIW when space becomes available.	No. MCI WorldCom has no right to verify BellSouth's assertion that dual entrance facilities are not available and BellSouth will not maintain a waiting list.
65.	What information must BellSouth provide to MCIW regarding vendor certification? (Attachment 5, Section 7.22.1.)	BellSouth must provide MCIW sufficient information on the specifications and training requirements for a vendor to become BellSouth certified so that MCIW can train its proposed vendors. While BellSouth has provided MCIW with brochures that generally describe what BellSouth's vendors are required to observe, for	MCIW receives precisely the same information that BellSouth provides its vendors concerning the vendor certification process.



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	Issue	MCI WorldCom Position	BellSouth Position
		purposes of certification, it has failed and refused to provide specific training and certification requirements.	
66.	What industry guidelines or practices should govern collocation? (Attachment 5, Section 9).	The agreements should include the guidelines proposed by MCIW.	None of the proposed guidelines should be included.
66A	Once collocation space has been assigned to and occupied by MCIW, should BellSouth be prohibited from reassigning MCIW to other space? (Attachment 5, Section 1)	Yes.	BellSouth's position is unknown.
66B	Should the Interconnection Agreements permit either party to reserve space in the premises for up to 18 months? (Attachment 5, Section 2.1.1.9.)	Yes. The agreements should permit either party to reserve space in the premises for up to 18 months.	BellSouth's position is unknown. It has not yet responded to the most recent version of MCIW's proposed language which incorporates the requirements of the FPSC's Collocation Order.
66C	What provisions should the Interconnection Agreements include regarding BellSouth's obligations when space becomes available in a previously exhausted premises? (Attachment 5, Section 2.2.3)	The agreements should require BellSouth to provide MCIW with 60 days' written notice when space is about to become available and such space should be made available to carriers according to their order on BellSouth's waiting list.	BellSouth's position is unknown. It has not yet responded to the most recent version of MCIW's proposed language which incorporates the requirements of the FPSC's Collocation Order.
66D	What provisions should apply to transitions from virtual collocation to cageless physical collocation in cases where no physical changes are required? (Attachment 5, Section 2.2.4)	The agreements should allow MCIW to elect to have its equipment stay in place in the lineup where it had been located under the virtual arrangement and should permit the transition with payment only of a minimal charge for the administrative cost of updating engineering and billing records.	BellSouth's position is unknown. It has not yet responded to the most recent version of MCIW's proposed language which incorporates the requirements of the FPSC's Collocation Order.
66E	What provisioning interval should apply to	The agreement should contain a 45-day provisioning interval	BellSouth's position is unknown. It has not yet

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	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	augmentations of existing collocation arrangements? (Attachment 5, Section 7.19.1)	for augmentations to existing collocation arrangements.	responded to the most recent version of MCIW's proposed language which incorporates the requirements of the FPSC's Collocation Order.
67.	When MCIW has a license to use BellSouth rights-of-way, and BellSouth wishes to convey the property to a third party, should BellSouth be required to convey the property subject to MCIW's license? (Attachment 6, Section 3.6)	Yes. MCIW should not be required to forfeit its license rights, and possibly strand facilities, when BellSouth conveys the underlying property.	No. BellSouth should be able to convey its property without restriction so long as BellSouth gives MCIW reasonable notice of such sale or conveyance.
68.	Should BellSouth require that payments for make-ready work be made in advance? (Attachment 6, Sections 4.7.3 and 5.6.1.)	No. A requirement for advanced payment would create delays and would not be commercially reasonable.	Yes. Advanced payment should be required.
69.	This issue has been resolved.		
70.	This issue has been resolved.		
71.	This issue has been resolved.		
72.	This issue has been resolved.		
73.	Should the rate for splitting blocks of numbers (such as DID number blocks) in connection with LNP requests be specified in the Agreements? (Attachment 7, Section 3.11.)	Yes. BellSouth should be required to specify a price in the Agreements.	No. The Agreements should refer to BellSouth's tariff, without specifying the rate.
74.	This issue has been consolidated with Issue 92.		
75.	For end users served by INP, should the end user or the end user's local carrier be responsible for paying the terminating carrier for collect calls, third party billed calls or other operator assisted calls?	The end user should be responsible for payment. The terminating carrier can obtain billing information from the end user's local carrier.	The local carrier serving the end user via INP should be responsible for payment. MCIW is BellSouth's customer of record when INP is used, has all of the information necessary to bill the end user and can put a

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	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	(Attachment 7, Section 2.6.)		block on such calls.
76.	Should BellSouth be required to develop the industry standard EDI pre-ordering interface (REDI) without charging MCIW for the up-front development costs? (Attachment 8, Sections 1.4.5-1.4.6.2, 2.1.1 and 2.3.3.)	BellSouth is required to develop industry standard interfaces such as REDI at its expense (to be recovered through recurring charges).	BellSouth has industry standard interfaces that comply with the Act. To the extent MCIW wants BellSouth to develop additional interfaces at MCIW's expense, BellSouth is prepared to do so, and MCIW should pay for the cost of such development.
77.	This issue has been resolved.		
78.	How should the agreed upon credit information be provided? (Attachment 8, Section 1.7.9.)	The parties should provide credit information to a mutually agreed upon third party credit reporting agency.	The information should be provided via customer service records.
79.	This issue has been resolved.		
80.	Should BellSouth be required to provide an application-to-application access service order inquiry process? (Attachment 8, Sections 2.1.1.2 and 2.2.3.)	Yes. Such a process is needed to obtain pre-order information electronically for UNEs ordered via an access service request.	No. BellSouth is not required to provide such a process.
81.	Should BellSouth provide a service inquiry process for local services as a pre-ordering function? (Attachment 8, Section 2.2.1.)	Yes. BellSouth should provide service inquiry for pre-ordering.	No. BellSouth complies with the loop qualification requirements of the FCC's rules. Any other service inquiry process provided to MCIW is accomplished in substantially the same time and manner as that to BellSouth's retail organization.
82.	This issue has been resolved.		
83.	Should BellSouth be required to provide downloads of the RSAG, PSIMS and PIC databases without license agreements? (Attachment	Yes. BellSouth should provide RSAG, PSIMS, and PIC database downloads without a license agreement or use restrictions, and should provide PSIMS and PIC	No. BellSouth has agreed to provide MCIW a download of the RSAG at MCIW's expense. However, because of MCIW's intended use of the RSAG, it must execute a

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	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	8, Section 2.5)	downloads at no cost.	licensing agreement. BellSouth provides MCIW a flat file extraction of the PSIMS, which includes PIC information on a monthly basis and is willing to continue to do so.
84.	Should the parties be required to develop jointly an implementation plan for the ordering of local switching in combination with unbundled loops, including UNE-P? (Attachment 8, Section 3.)	Yes. These procedures will enhance the smooth roll-out of such combinations.	No. BellSouth has already developed a plan to implement UNE-P and has already implemented that plan. These procedures and processes utilize existing manual and electronic functionality for pre-ordering and ordering
85.	What procedures should be used for PIC changes? (Attachment 8, Section 3.2.4.)	MCIW has proposed procedures that would require BellSouth, for example, to notify MCIW whenever one of its local customers (whether through resale, UNEs, INP or LNP) changes its PIC status.	This issue is not appropriate for arbitration. MCIW is attempting to arbitrate Presubscribed Interexchange Carrier (PIC) status and CARE messages which are associated with interexchange toll service, which is not subject to the Act. BellSouth has agreed to notify MCIW when one of its resale customers changes its PIC status.
86.	What are the applicable ordering charges when electronic interfaces are in place but they fail to work? (Attachment 8, Section 3.1.4.)	If electronic interfaces are in place but are unavailable for reasons other than scheduled maintenance, BellSouth should not impose manual ordering charges.	If MCIW is required to submit manual LSRs due to failure of BellSouth's electronic systems and MCIW submits an accurate LSR, MCIW will be billed the electronic ordering charges
87.	Should MCIW be required to pay for expedited service when BellSouth provides service after the offered expedited date, but prior to BellSouth's standard interval? (Attachment 8, Section 3.2.7.2.)	No. BellSouth should not receive additional payment when it fails to perform in accordance with the specified expedited timeframe.	Yes. MCIW should be required to pay expedite charges under these circumstances.

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	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
88.	For customer premises installations, should BellSouth be required, at MCIW's request, to cable from the demarcation point to the customer's equipment location in accordance with BellSouth's procedures and at parity with the provision of such services to BellSouth's customers? (Attachment 8, Section 3.2.8.3.)	Yes. BellSouth should provide parity with respect to the provisioning of inside wire.	BellSouth is not obligated under the Act or FCC's rules to install inside wire for ALECs or end users. BellSouth is willing to negotiate for the provision of inside wire on a non-regulated basis outside the requirements of Sections 251 and 252 consistent with the methods and procedures that BellSouth uses to install inside wire for its end user customers.
89.	When BellSouth rejects an MCIW order, should it be required to identify all errors in the order that would cause it to be rejected? (Attachment 8, Section 3.2.10.1.)	Yes. Identifying all errors in the order will prevent the need for submitting the order multiple times.	No. BellSouth's systems do not enable it to identify all errors in an order.
90.	Should BellSouth be required to provide completion notices for manual orders? (Attachment 8, Section 3.2.15.)	Yes. MCIW should receive completion notices for all orders, including manual orders.	While BellSouth cannot provide the same kind of completion notification to MCIW as when the order is submitted electronically, BellSouth provides information regarding the status of an order, including completion of the order, through its ALEC Service Order Tracking System.
91.	What intervals should apply to FOCs? Should BellSouth be required to check facilities before returning an FOC? (Attachment 8, Section 3.4.1.2.)	MCIW's proposed intervals should apply to FOCs. BellSouth should be required to check facilities before returning an FOC so that it represents a firm commitment to provide service on the specified date.	The intervals for FOCs are published in the BellSouth Products & Services Interval Guide to ensure parity of service to all ALECs.
92.	Should the parties be required to follow the detailed guidelines proposed by MCIW with respect to LNP orders?	Yes. These guidelines are necessary to improve the LNP ordering process.	No. The parties should follow the guidelines outlined in BellSouth's "The Local Number Portability Ordering Guide for CLECs," Issue 1b

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	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	(Attachment 8, Section 3.6.)		dated October 10, 1999.
93.	By when must the parties bill for previously unbilled amounts? By when must they submit bills to one another? (Attachment 8, Sections 4.2.3.4.2, 4.2.3.4.4, 4.2.3.4.5 and 4.2.3.5.)	The parties must bill for previously unbilled amounts within one year of the bill date. The bill date should be no more than ninety days old.	The parties may bill for previously unbilled amounts until the statute of limitations expires, and there should be no deadline for submitting bills.
94.	Should BellSouth be permitted to disconnect service to MCIW for nonpayment? (Attachment 8, Section 4.2.18.)	No. The parties should not disconnect for nonpayment. The appropriate remedy should be determined in dispute resolution.	Yes. Disconnection for failure to pay without a billing dispute is standard. BellSouth has to be able to stop expending costs where the ALEC refuses to pay.
95.	Should BellSouth be required to provide MCIW with billing records with all EMI standard fields? (Attachment 8, Section 5.)	BellSouth should be required to provide MCIW with complete EMI billing records, not simply the subset of such information contained in ADUF, ODUF, and EODUF.	BellSouth proposes to provide MCIW with records it provides through tariffed services known as ADUF, ODUF, and EODUF.
96.	Should BellSouth be required to give written notice when a central office conversion will take place before midnight or after 4 a.m.? (Attachment 8, Section 6.2.4.)	Yes. MCIW needs to receive written notice.	No. Notice via the web should be sufficient.
96A	Should BellSouth be required to provide customer service record (CSR) information in a format that permits its use in completing an order for service? (Attachment 8, Section 2.1.2.1)	Yes. BellSouth should either parse CSR information in accordance with industry standards or, if no industry standards exist, should address the parsing of CSR information through the established Change Control Process (CCP).	No. BellSouth provides CSR information to ALECs in the same format it uses internally and is not obligated to further parse such information.
97.	Should BellSouth be required to provide MCIW with notice of changes to NPA/NXXs linked to Public Safety Answering Points as soon as such changes occur?	Yes. Obtaining this information is a matter of public safety.	No. BellSouth is not at liberty to disclose this information.

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	Issue (Attachment 9, Section 1.1.6.)	MCI WorldCom Position	BellSouth Position
98.	Should BellSouth be required to provide the 911 information and comply with 911 trunking requirements proposed by MCIW? (Attachment 9, Section 1.3.6.2.2.)	Yes. The requested information and proposed requirements are necessary for the provision of 911 service.	The interface between the E911 end office switch or tandem and the ALI/DBMS for MCIW's subscribers should meet industry standards. However, MCIW's proposed language regarding 911 trunking is inaccurate and should be rejected.
99.	Should BellSouth be required to provide MCIW with 10 digit PSAP numbers? (Attachment 9, Section 1.3.17.)	Yes. BellSouth should be required to provide this information.	No. MCIW should be required to obtain PSAP numbers from local E911 authorities as does BellSouth.
100.	Should BellSouth operators be required to ask MCIW customers for their carrier of choice when such customers request a rate quote or time and charges? (Attachment 9, Section 2.2.2.12.)	Yes. BellSouth should be required to ask a caller for his or her carrier of choice if the caller requests a rate quote or time and charges.	BellSouth's operators may respond to customer inquiries concerning rates and time charges for BellSouth's retail services. However, BellSouth is not obligated to inquire about a customer's carrier of choice.
101.	Is BellSouth required to provide shared transport in connection with the provision of custom branding? Is MCIW required to purchase dedicated transport in connection with the provision of custom branding? (Attachment 9, Sections 2.2.4.3.3, 2.8.1, 2.8.1.1, 3.2.1.1, 3.2.4.3.3, 3.5.2, and 3.5.2.1.)	BellSouth is required to provide shared transport as an unbundled network element and shared transport can be used in connection with the provision of custom branding. MCIW is not required to purchase dedicated transport.	If MCIW requests the Line Class Code of customized routing, dedicated trunk groups are required between BellSouth's end office switch and MCIW's choice of operator services/directory services platform. With the AIN method of customized routing, shared trunk groups may be used between the BellSouth end office switch and the AIN hub location.
102.	Should the parties provide "inward operator services" through local interconnection trunk groups using network routable access codes BellSouth establishes through the LERG?	Yes. Local interconnection trunks often provide the most efficient way to provide this service.	No. Dedicated trunks must be ordered before this service can be provided.

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	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	(Attachment 9, Sections 2.6.1-2.6.4.)		
103.	Should BellSouth operators be required to connect MCIW subscribers dialing "0" and requesting directory assistance to any directory assistance platform designated by MCI WorldCom? (Attachment 9, Section 2.7.2.)	Yes. BellSouth operators should not automatically route calls for directory assistance from MCIW customers to the BellSouth directory assistance platform, but should follow the routing instructions provided by MCIW.	No. BellSouth's operator services platform does not have the capability to connect to an ALEC's directory assistance platform and BellSouth is not required to enable them to do so. MCIW may request and be provided customized routing by which it can determine the operator services platform to which its customers' traffic will be sent.
104.	This issue has been resolved.		
105.	What performance measurement system should BellSouth be required to provide? (Attachment 10.)	BellSouth should use the performance measurement system outlined in MCIW's proposed Attachment 10, along with the attached MCIW Measurements and Performance Standards, Version 1.3.	BellSouth should use its version of Attachment 10, including its SQM.
106.	Should the Interconnection Agreements contain a provision establishing that BellSouth will provide services in any combination requested by MCIW? (Part A, Section 1.2)	Yes. The Interconnection Agreements should contain a provision establishing that BellSouth will provide services in any combination requested by MCIW.	No. BellSouth objects to including a provision in the Interconnection Agreements establishing that it will provide services in any combination requested by MCIW.
107.	Should the parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreements? (Part A, Sections 11.1.1 and 11.1.2.)	Yes. There should be no limitation of liability for material breaches of the Agreements.	No. MCIW's proposed language is inappropriate for inclusion in the agreements because it is not subject to Sections 251 and 252 of the Act.
108.	Should MCIW be able to obtain specific performance as a remedy	Services under the Agreements are unique, and specific performance is an	Whether specific performance is appropriate is a legal question dependent upon the



**MCI WORLDCOM'S MATRIX OF UNRESOLVED ISSUES WITH BELL SOUTH**

	<b>Issue</b>	<b>MCI WorldCom Position</b>	<b>BellSouth Position</b>
	for BellSouth's breach of contract? (Part A, Section 14.1.)	appropriate remedy for BellSouth's failure to provide the services as required in the Agreements.	specific breach. This is not an appropriate subject for arbitration under Sections 251 and 252.
109.	Should BellSouth be required to permit MCIW to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, effective as of the date of MCIW's request. Should BellSouth be required to post on its website all BellSouth's interconnection agreements with third parties within fifteen days of the filing of such agreements with the FPSC? (Part A, Section 18.)	BellSouth should permit MCIW to substitute more favorable terms and conditions effective as of the date of MCIW's request and should post such agreements on its website.	MCIW should be permitted to substitute more favorable terms and conditions consistent with the Act and applicable FCC rules. Because approved interconnection agreements are available from the FPSC, BellSouth should not be required to provide a copy to MCIW.
110.	Should BellSouth be required to take all actions necessary to ensure that MCIW confidential information does not fall into the hands of BellSouth's retail operations, and should BellSouth bear the burden of proving that such disclosure falls within enumerated exceptions? (Part A, Section 20.1.1.1.)	Yes. BellSouth should take all measures necessary to protect MCIW's confidential information from BellSouth's retail operations, and should bear the burden of proving that disclosure falls within enumerated exceptions.	No. BellSouth proposes that it only should be required to take all reasonable measures to protect confidential information from BellSouth's retail operations, and should not bear the burden of proving that disclosure falls within enumerated exceptions.
111.	Should MCIW's proposed procedures be followed for audits of billing records? (Part A, Section 21.2)	Yes. The procedures MCIW has proposed for such audits should be followed.	No. The procedures BellSouth has proposed should be followed.



BellSouth Interconnection Services  
 34591 BellSouth Center  
 675 West Peachtree Street, N.E.  
 Atlanta, Georgia 30375

December 7, 1999

Mr. Bryan Green  
 Senior Manager  
 MCIWorldCom  
 2 Northwinds Center  
 2520 Northwinds Parkway  
 Alpharetta, GA 3200004

Dear Bryan:

This letter is intended to memorialize our understanding between MCIWorldCom and BellSouth Telecommunications, Inc. ("BellSouth") regarding the statutory schedules for seeking arbitration of disputed matters that may arise from the negotiations of new Interconnection Agreements for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

On September 8, 1999, the parties began negotiating a follow-on BellSouth/ MCImetro Interconnection Agreement for the state of Georgia. BellSouth understands this Interconnection Agreement will be used as the basis for agreements in the remaining eight (8) BellSouth states. This will ensure some consistency between the various state specific agreements. Also, my records indicate the parties have agreed that September 8, 1999 was the start date for the replacement Interconnection Agreement between BellSouth and WorldCom Technologies, Inc. for Georgia.

The following table sets forth the dates for the beginning of negotiations, and the opening and closing of the arbitration window for not only the remaining eight (8) states but also Georgia:

State	Start Date for Renegotiations	Arbitration Window Opens	Arbitration Window Closes	Expiration Date of Existing Agreement
Alabama	8/7/2000	12/19/2000	1/13/2001	2/2/2001
Florida	12/22/1999	5/4/2000	5/29/2000	6/18/2000
Georgia	9/9/1999	1/21/2000	2/15/2000	3/6/2000
Kentucky	2/24/2000	7/7/2000	8/1/2000	8/21/2000
Louisiana	5/28/2000	10/9/2000	11/3/2000	11/23/2000
Mississippi	3/28/2000	8/9/2000	9/3/2000	9/23/2000
N. Carolina	11/1/1999	3/14/2000	4/8/2000	4/28/2000

State	Start Date for Renegotiations	Arbitration Window Opens	Arbitration Window Closes	Expiration Date of Existing Agreement
S. Carolina	3/22/2000	8/3/2000	8/28/2000	9/17/2000
Tennessee	11/9/1999	3/22/2000	4/16/2000	5/8/2000

In addition to the follow-on BellSouth/MCImetro Interconnection Agreements, the BellSouth/WorldCom Technologies Agreements for Florida and Georgia, and BellSouth/Brooks Fiber, Inc Agreements for Mississippi and Tennessee will use the above dates for negotiation purposes.

If MCIWorldCom finds the above acceptable, please sign both documents and return one copy to me for my files.

Sincerely,



Pat Finlen  
Manager - Interconnection Services

Concurred by MCI WorldCom

By: 

Title:  Sr. Manager - Carrier Agreements

Date:  12/17/99

Cc: Parkey Jordan, Esq.

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