

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by MCImetro
Access Transmission Services LLC
and MCI WorldCom Communications,
Inc. for arbitration of certain
terms and conditions of a
proposed agreement with
BellSouth Telecommunications,
Inc. concerning interconnection
and resale under the
Telecommunications Act of 1996.

DOCKET NO. 000649-TP
ORDER NO. PSC-00-1803-PHO-TP
ISSUED: October 2, 2000

Pursuant to Notice and in accordance with Rule 28-106.209, Florida Administrative Code, a Prehearing Conference was held on September 25, 2000, in Tallahassee, Florida, before Commissioner Lila A. Jaber, as Prehearing Officer.

APPEARANCES:

RICHARD D. MELSON, ESQUIRE, Hopping, Green, Sams & Smith, P.A., 123 S. Calhoun Street, P.O. Box 6526, Tallahassee, Florida 32314; DONNA CANZANO MCNULTY, ESQUIRE, MCI WorldCom, Inc., 325 John Knox Road, Suite 105, Tallahassee, Florida 32303; and DULANEY L. O'ROARK III, ESQUIRE, MCI WorldCom, Inc., Six Concourse Parkway, Suite 3200, Atlanta, Georgia 30328.

On behalf of MCImetro Access Transmission Services, LLC and MCI WORLDCOM Communications, Inc.

NANCY B. WHITE, ESQUIRE, and MICHAEL GOGGIN, ESQUIRE, 150 West Flagler Street, Suite 1910, Museum Tower, Miami, Florida 33130; and BENNETT L. ROSS, ESQUIRE, and T. MICHAEL TWOMEY, ESQUIRE, 675 W. Peachtree Street, N.E., Suite 4300, Atlanta, Georgia 30375

On behalf of BellSouth Telecommunications, Inc.

PATRICIA A. CHRISTENSEN, ESQUIRE, and LEE FORDHAM, ESQUIRE, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850

On behalf of the Commission Staff.

DOCUMENT NUMBER-DATE

12460 OCT-28

FPSC-RECORDS/REPORTING

06536

PREHEARING ORDER

I. CONDUCT OF PROCEEDINGS

Pursuant to Rule 28-106.211, Florida Administrative Code, this Order is issued to prevent delay and to promote the just, speedy, and inexpensive determination of all aspects of this case.

II. CASE BACKGROUND

On May 26, 2000, MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. (collectively WorldCom) filed a petition for arbitration of certain terms and conditions of a proposed interconnection agreement with BellSouth Telecommunications, Inc. (BellSouth) pursuant to the Telecommunication Act of 1996. On June 20, 2000, BellSouth filed its response to MCI WorldCom's arbitration petition. Pursuant to Order No. PSC-00-1324-PCO-TP, issued July 21, 2000, (Order Establishing Procedure), this matter has been scheduled for an administrative hearing on October 4, 5, and 6, 2000. Since the Order Establishing Procedure was issued, the following issues which were included in the tentative issues list, have either been resolved, consolidated or withdrawn: Issue 4; Issue 7; Issue 12; Issue 16; Issue 32; Issue 33; Issue 35; Issue 43; Issue 53; Issue 57; Issue 76; Issue 78; Issue 83; Issue 84; Issue 85; Issue 87; Issue 88; Issue 89; Issue 93; Issue 98; Issue 102; Issue 103; Issue 105; Issue 106 and Issue 111.

III. PROCEDURE FOR HANDLING CONFIDENTIAL INFORMATION

A. Any information provided pursuant to a discovery request for which proprietary confidential business information status is requested shall be treated by the Commission and the parties as confidential. The information shall be exempt from Section 119.07(1), Florida Statutes, pending a formal ruling on such request by the Commission, or upon the return of the information to the person providing the information. If no determination of confidentiality has been made and the information has not been used in the proceeding, it shall be returned expeditiously to the person providing the information. If a determination of confidentiality has been made and the information was not entered into the record of the proceeding, it shall be returned to the person providing the information within the time periods set forth in Section 364.183, Florida Statutes.

B. It is the policy of the Florida Public Service Commission that all Commission hearings be open to the public at all times. The Commission also recognizes its obligation pursuant to Section 364.183, Florida Statutes, to protect proprietary confidential business information from disclosure outside the proceeding.

1. Any party intending to utilize confidential documents at hearing for which no ruling has been made, must be prepared to present their justifications at hearing, so that a ruling can be made at hearing.

2. In the event it becomes necessary to use confidential information during the hearing, the following procedures will be observed:

- a) Any party wishing to use any proprietary confidential business information, as that term is defined in Section 364.183, Florida Statutes, shall notify the Prehearing Officer and all parties of record by the time of the Prehearing Conference, or if not known at that time, no later than seven (7) days prior to the beginning of the hearing. The notice shall include a procedure to assure that the confidential nature of the information is preserved as required by statute.
- b) Failure of any party to comply with 1) above shall be grounds to deny the party the opportunity to present evidence which is proprietary confidential business information.
- c) When confidential information is used in the hearing, parties must have copies for the Commissioners, necessary staff, and the Court Reporter, in envelopes clearly marked with the nature of the contents. Any party wishing to examine the confidential material that is not subject to an order granting confidentiality shall be provided a copy in the same fashion as provided to the Commissioners, subject to execution of any appropriate protective agreement with the owner of the material.
- d) Counsel and witnesses are cautioned to avoid verbalizing confidential information in such a way

that would compromise the confidential information. Therefore, confidential information should be presented by written exhibit when reasonably possible to do so.

- e) At the conclusion of that portion of the hearing that involves confidential information, all copies of confidential exhibits shall be returned to the proffering party. If a confidential exhibit has been admitted into evidence, the copy provided to the Court Reporter shall be retained in the Division of Records and Reporting's confidential files.

IV. POST-HEARING PROCEDURES

Each party shall file a post-hearing statement of issues and positions. A summary of each position of no more than 50 words, set off with asterisks, shall be included in that statement. If a party's position has not changed since the issuance of the prehearing order, the post-hearing statement may simply restate the prehearing position; however, if the prehearing position is longer than 50 words, it must be reduced to no more than 50 words. If a party fails to file a post-hearing statement, that party shall have waived all issues and may be dismissed from the proceeding.

A party's proposed findings of fact and conclusions of law, if any, statement of issues and positions, and brief, shall together total no more than 100 pages, and shall be filed at the same time.

V. PREFILED TESTIMONY AND EXHIBITS; WITNESSES

Testimony of all witnesses to be sponsored by the parties has been prefiled. All testimony which has been prefiled in this case will be inserted into the record as though read after the witness has taken the stand and affirmed the correctness of the testimony and associated exhibits. All testimony remains subject to appropriate objections. Each witness will have the opportunity to orally summarize his or her testimony at the time he or she takes the stand. Upon insertion of a witness' testimony, exhibits appended thereto may be marked for identification. After all parties and Staff have had the opportunity to object and cross-examine, the exhibit may be moved into the record. All other exhibits may be similarly identified and entered into the record at the appropriate time during the hearing.

Witnesses are reminded that, on cross-examination, responses to questions calling for a simple yes or no answer shall be so answered first, after which the witness may explain his or her answer.

The Commission frequently administers the testimonial oath to more than one witness at a time. Therefore, when a witness takes the stand to testify, the attorney calling the witness is directed to ask the witness to affirm whether he or she has been sworn.

VI. ORDER OF WITNESSES

Direct and Rebuttal
(unless otherwise indicated)

<u>Witness</u>	<u>Proffered By</u>	<u>Issues #</u>
Sherry Lichtenberg	WorldCom	80,81,90-91,96A
Michael S. Messina	WorldCom	5,8,11,15,19,54,56, 59-61,63-66, 66D
Lee Olson	WorldCom	32-34,36-37,53A
Don Price	WorldCom	1-3,6,7A,9,18,22, 23,28,29,39,40,42, 45-47,51,53,67,68, 75,92-97,99-102, 107-111
Cynthia K. Cox	BellSouth	1,2,3,6,7A,9,18, 22,23,28,32,33,34, 36,39,40,42,45,46, 47,51,53A,67,94, 107,108,109,110
D. Daonne Caldwell (Direct Only)	BellSouth	2
David P. Scollard	BellSouth	42,45,53,75,93,95, 111
Ronald M. Pate	BellSouth	1,80,81,90,91,96A

<u>Witness</u>	<u>Proffered By</u>	<u>Issues #</u>
W. Keith Milner	BellSouth	5,8,11,15,19,29, 37,56,59,60,61,63, 64,65,66,68,92,96, 97,99,100,101,102

VII. BASIC POSITIONS

WORLDCOM: In this docket the Commission will determine many of the terms and conditions of the parties' interconnection agreements that will be in effect for the next three years. The parties have been able to resolve some of the issues raised in WorldCom's arbitration petition, but many the unresolved issues still must be addressed. WorldCom submits that its proposed resolution of the issues below is consistent with the Telecommunications Act of 1996 and the public policy goal of promoting competition in the local telephone exchange market in Florida. WorldCom therefore respectfully requests that each of the issues below be resolved in its favor.

BELLSOUTH: The Commission's goal in this proceeding is to resolve each issue in this arbitration consistent with the requirements of Section 251 of the Telecommunications Act of 1996 ("1996 Act"), including the regulations prescribed by the Federal Communications Commission ("FCC"), and to establish rates for interconnection services and network elements in accordance with Section 252(d) of the 1996 Act. The Commission should adopt BellSouth's position on the remaining issues in dispute. BellSouth's position on these issues is reasonable and consistent with the 1996 Act, which cannot be said about the position advocated by MCI Metro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. (collectively "WorldCom").

STAFF: Staff's positions are preliminary and based on materials filed by the parties and on discovery. The preliminary positions are offered to assist the parties in preparing for the hearing. Staff's final positions will be based upon all the evidence

in the record and may differ from the preliminary positions.

VIII. ISSUES AND POSITIONS

ISSUE 1: For purposes of the interconnection agreement between WorldCom and BellSouth, should the electronically ordered NRC apply in the event an order is submitted manually when electronic interfaces are not available or not functioning within specified standards or parameters?

POSITIONS

WORLD COM: Yes. When BellSouth provides an electronic interface to itself, but fails to provide an electronic interface to WorldCom, BellSouth should not be able to impose a manual ordering charge.

BELLSOUTH: No. Manual ordering charges should apply when WorldCom places an order manually, either for its own business reasons or because BellSouth does not have an electronic interface that will allow WorldCom to place orders electronically. BellSouth is not required to provide electronic ordering for all unbundled network elements, but WorldCom proposes to be charged a price for electronic ordering regardless of whether BellSouth provides that capability.

STAFF: Staff has no position at this time.

ISSUE 2: For purposes of the interconnection agreement between WorldCom and BellSouth, what prices should be included in the Interconnection Agreements?

POSITIONS

WORLD COM: The Commission should establish the UNE rates proposed by WorldCom in Attachment 1 to its proposed interconnection agreement on an interim basis subject to true-up. Once the FPSC establishes permanent rates for UNEs in Docket No.

990649-TP, those rates should be included in the Interconnection Agreements.

BELLSOUTH:

BellSouth proposes that the rates contained in Exhibit CKC-1 be adopted as the appropriate rates to be included in the new interconnection agreement between BellSouth and WorldCom. The primary source of these proposed rates is BellSouth's cost study results filed on August 16, 2000 in Docket 990649-TP. Virtual collocation rates are those ordered by the Commission in Order No PSC-98-0604-TP dated April 29, 1998 and Physical Collocation and Adjacent Collocation rates are those contained in Section 20 of BellSouth's Florida Access Services Tariff. BellSouth's proposed rates for Line Sharing are supported by cost studies submitted in this proceeding. Unless otherwise indicated, rates are interim and subject to true-up upon establishment of permanent rates by the Commission.

STAFF:

Staff has no position at this time.

ISSUE 3:

For purposes of the interconnection agreement between WorldCom and BellSouth, should the resale discount apply to all telecommunication services BellSouth offers to end users, regardless of the tariff in which the service is contained?

POSITIONS

WORLDCOM:

Yes. Offering a retail service under a tariff other than the private line or GSST tariffs does not preclude it from the wholesale discount.

BELLSOUTH:

BellSouth is only obligated by Section 251(c)(4) of the 1996 Act and the FCC's Rule 51.605(a) to offer a resale discount on telecommunications services that BellSouth provides at retail to subscribers who are not telecommunications carriers. Exchange access services are generally not offered at retail to subscribers who are not telecommunications carriers. Consequently, the resale discount does

not apply to services in the access tariff, particularly since, as the FCC has concluded, BellSouth does not avoid any "retail" costs in selling access services at "wholesale."

STAFF: Staff has no position at this time.

ISSUE 5: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth be required to provide OS/DA as a UNE?

POSITIONS

WORLDCOM: Yes. BellSouth must provide OS/DA as a UNE until it complies with the FCC's UNE Remand Order by offering effective selective routing. WorldCom would be willing to agree that BellSouth is not required to provide OS/DA as a UNE so long as it is able to route OS/DA traffic successfully to WorldCom's OS/DA platform using a compatible signaling protocol and without requiring WorldCom to install additional trunking. Preliminary testing of an OS/DA method proposed by BellSouth shows promise in this regard, but unless and until a number of issues are addressed satisfactorily, BellSouth should be required to provide OS/DA as a UNE.

BELLSOUTH: No. BellSouth is not required to provide to provide operator services (OS) or directory assistance (DA) services because BellSouth provides customized routing in accordance with applicable FCC rules.

STAFF: Staff has no position at this time.

ISSUE 6: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network?

POSITIONS

WORLDCOM: 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.

BELLSOUTH: No. Neither the 1996 Act nor applicable FCC regulations require BellSouth to offer WorldCom combinations of network elements that are not currently combined in BellSouth's network. Nevertheless, BellSouth is willing to negotiate a voluntary commercial agreement with WorldCom to perform certain services or functions that are not subject to the requirements of the 1996 Act.

STAFF: Staff has no position at this time.

ISSUE 7A: Should BellSouth charge WorldCom only for UNEs that it orders and uses, and should UNEs ordered and used by WorldCom be considered part of its network for reciprocal compensation and switched access charges?

POSITIONS

WORLDCOM: WorldCom should be billed at UNE rates for UNEs that it orders and uses and for any other portions of BellSouth's network that are used to carry traffic that is originated over the UNEs ordered by WorldCom. These UNEs should be considered part of WorldCom's network for purposes of determining entitlement to reciprocal compensation and access charges.

BELLSOUTH: WorldCom should pay for whatever UNEs it orders from BellSouth, regardless of what use, if any, WorldCom makes of those UNEs. With respect to reciprocal compensation, BellSouth compensates WorldCom for the facilities and elements WorldCom actually uses to terminate BellSouth's traffic on WorldCom's network. Similarly, WorldCom should compensate BellSouth for the facilities and elements that BellSouth actually uses for

terminating WorldCom's traffic on BellSouth's network.

STAFF: Staff has no position at this time.

ISSUE 8: For purposes of the interconnection agreement between WorldCom and BellSouth, should UNE specifications include non-industry standard, BellSouth proprietary specifications?

POSITIONS

WORLDCOM: No. Only industry standard specifications should be used.

BELLSOUTH: Although industry standards provide useful guidance for the provision and maintenance of UNEs, there are no industry standards at present for every UNE. BellSouth has developed standards in cases where no industry standard exists which should be incorporated into the parties' interconnection agreement.

STAFF: Staff has no position at this time.

ISSUE 9: For purposes of the interconnection agreement between WorldCom and BellSouth, should 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?

POSITIONS

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

BELLSOUTH: Yes. BellSouth is not obligated to construct facilities for WorldCom under the guise of BellSouth's duty to unbundle its existing network. If WorldCom wants BellSouth to construct facilities

to serve a particular customer where such facilities do not presently exist, WorldCom must use the special construction process.

STAFF: Staff has no position at this time.

ISSUE 11: For purposes of the interconnection agreement between WorldCom and BellSouth, should WorldCom access the feeder distribution interface directly or should BellSouth be permitted to introduce an intermediate demarcation device?

POSITIONS

WORLDCom: 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.

BELLSOUTH: Allowing WorldCom to have direct access to the feeder distribution interface would adversely impact network reliability. The impact on network reliability is a legitimate consideration in determining technical feasibility pursuant to 47 C.F.R. § 51.5. To reduce such adverse impacts, WorldCom should access the feeder distribution interface through an access terminal established by BellSouth, consistent with the Commission's decision in Docket 990149-TP.

STAFF: Staff has no position at this time.

ISSUE 15: For purposes of the interconnection agreement between WorldCom and BellSouth, when an WorldCom customer served via the UNE-platform makes a directory assistance or operator call, must the ANI-II digits be transmitted to WorldCom via Feature Group D signaling from the point of origination?

POSITIONS

WORLDCOM: Yes. This information is needed to alert WorldCom to the number of the calling party and any calling restrictions on the line. As stated in Issue 5, BellSouth has proposed a method of routing OS/DA traffic which should enable it to transmit the ANI-II digits as requested by WorldCom.

BELLSOUTH: BellSouth will provide Feature Group D signaling with customized routing to WorldCom when WorldCom acquires the so-called "UNE-platform" (UNE-P).

STAFF: Staff has no position at this time.

ISSUE 18: Is BellSouth required to provide all technically feasible unbundled dedicated transport between locations and equipment designated by WorldCom so long as the facilities are used to provide telecommunications services, including interoffice transmission facilities to network nodes connected to WorldCom switches and to the switches or wire centers of other requesting carriers?

POSITIONS

WORLDCOM: Yes. BellSouth is required to provide dedicated interoffice transmission facilities (where such facilities exist today) to the locations and equipment designated by WorldCom, including network nodes connected to WorldCom switches and to the wire centers and switches of other requesting carriers.

BELLSOUTH: The FCC's rules only require BellSouth to unbundle dedicated transport in BellSouth's network and specifically exclude transport between other carriers' locations. BellSouth is not required to offer, and certainly not required to build, dedicated transport facilities between WorldCom network locations, whether they be nodes or network switches or between WorldCom's network and another carrier's network.

STAFF: Staff has no position at this time.

ISSUE 19: How should BellSouth be required to route OS/DA traffic to WorldCom's operator services and directory assistance platforms?

POSITIONS

WORLDCOM: 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 WorldCom's option, to provide dedicated transport for this traffic, using a compatible signaling protocol from the point of origination. BellSouth has proposed, and the parties are testing, a routing method that may address the signaling protocol issue.

BELLSOUTH: BellSouth will route WorldCom's operator services and directory assistance traffic (when WorldCom acquires unbundled switching or the UNE platform (UNE-P)) in the same manner as BellSouth routes operator services and directory assistance traffic for its own end user customers.

STAFF: Staff has no position at this time.

ISSUE 22: For purposes of the interconnection agreement between WorldCom and BellSouth, should the Interconnection Agreements contain WorldCom's proposed terms addressing line sharing, including line sharing in the UNE-P and unbundled loop configurations?

POSITIONS

WORLDCOM: Yes. The Interconnection Agreements should contain WorldCom's proposed terms addressing line sharing

that are contained in a recent proposal made by WorldCom based on BellSouth's agreement with COVAD.

BELLSOUTH: No. BellSouth's proposed line sharing language should be included in the parties' interconnection agreement in favor of WorldCom's. Unlike WorldCom's proposal, BellSouth's proposed terms are consistent with the FCC's rules and are the product of numerous meetings among BellSouth and various Alternative Local Exchange Carriers ("ALECs").

STAFF: Staff has no position at this time.

ISSUE 23: For purposes of the interconnection agreement between WorldCom and BellSouth, does WorldCom's right to dedicated transport as an unbundled network element include SONET rings?

POSITIONS

WORLDCOM: Yes. WorldCom's right to dedicated transport as an unbundled network element includes SONET rings that exist on BellSouth's network.

BELLSOUTH: If a SONET ring currently exists, BellSouth will provide WorldCom with dedicated transport over that ring. However, if a SONET ring does not currently exist, BellSouth is not obligated to construct one in order to provide WorldCom unbundled dedicated transport.

STAFF: Staff has no position at this time.

ISSUE 28: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth provide the calling name database via electronic download, magnetic tape, or via similar convenient media?

POSITIONS

WORLDCOM: Yes. BellSouth should provide the calling name database via electronic download or on magnetic tape.

BELLSOUTH: 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 ("CNAM") database, as WorldCom is requesting. BellSouth is only required to provide access to the data contained in the database, which BellSouth does.

STAFF: Staff has no position at this time.

ISSUE 29: Should calls from 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?

POSITIONS

WORLDCOM: Yes. Calls from 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.

BELLSOUTH: WorldCom should gain access to BellSouth customers using UniServe® or ZipConnect® in the same manner as does BellSouth and other local exchange providers.

STAFF: Staff has no position at this time.

ISSUE 34: For purposes of the interconnection agreement between WorldCom and BellSouth, is BellSouth obligated to provide and use two-way trunks that carry each party's traffic?

POSITIONS

WORLDCOM: Yes. BellSouth must provide and use two-way trunks pursuant to FCC regulations. Two-way trunks are more cost efficient and make testing easier.

BELLSOUTH: BellSouth is only obligated to provide and use two-way local interconnection trunks where traffic volumes are too low to justify one-way trunks. In all other instances, BellSouth is able to use one-way trunks for its traffic if it so chooses. Nonetheless, BellSouth is not opposed to the use of two-way trunks where it makes sense and the provisioning arrangements can be mutually agreed upon.

STAFF: Staff has no position at this time.

ISSUE 36: For purposes of the interconnection agreement between WorldCom and BellSouth, does 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?

POSITIONS

WORLDCOM: Yes. 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. This includes WorldCom's right to designate a single point of interconnection (such as at BellSouth's access tandem) for termination of traffic throughout the LATA.

BELLSOUTH: WorldCom has the right to designate the point of interconnection at any technically feasible point for its originating traffic. However, WorldCom should bear the cost of any facilities that BellSouth must provide on WorldCom's behalf in

order to extend BellSouth's local network to the point of interconnection that WorldCom designates. BellSouth's position on this issue is consistent with the position advocated by WorldCom in comments filed with the FCC in 1996.

STAFF: Staff has no position at this time.

ISSUE 37: Should BellSouth be permitted to require WorldCom to fragment its traffic by traffic type so it can interconnect with BellSouth's network?

POSITIONS

WORLDCOM: No. WorldCom should have the right to require the use of two-way trunks and to combine local, intraLATA and transit traffic on one trunk group.

BELLSOUTH: The parties generally agree on the different trunk groups that such should be used to interconnect their respective networks. The only dispute concerns transit traffic, which BellSouth believes should be carried on separate trunk groups in order to ensure the correct billing of such traffic.

STAFF: Staff has no position at this time.

ISSUE 39: For purposes of the interconnection agreement between WorldCom and BellSouth, how should Wireless Type 1 and Type 2A traffic be treated under the Interconnection Agreements?

POSITIONS

WORLDCOM: BellSouth should be required to turn over to the terminating carrier the reciprocal compensation payment that it receives from WorldCom for terminating this traffic. BellSouth is entitled to receive and retain a transiting fee; it is not entitled to retain the payment for reciprocal compensation.

BELLSOUTH: This issue deals with whether wireless traffic should be treated as transit traffic for routing and billing purposes. For Wireless Type 1 traffic, BellSouth is unable to determine whether or not the transiting function is being performed. As a result, BellSouth proposes that traffic involving wireless carriers be treated as if it were land-line traffic originated by either BellSouth or WorldCom. For Type 2A traffic, this arrangement will continue until the involved parties have the necessary Meet Point Billing system capabilities.

STAFF: Staff has no position at this time.

ISSUE 40: For purposes of the interconnection agreement between WorldCom and BellSouth, 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?

POSITIONS

WORLDCOM: 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.

BELLSOUTH: IP Telephony is telecommunications service that is provided using Internet Protocol (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 and not local traffic for which access charges should apply.

STAFF: Staff has no position at this time.

ISSUE 42: Should WorldCom be permitted to route access traffic directly to BellSouth end offices or must it route such traffic to BellSouth's access tandem?

POSITIONS

WORLDCOM: WorldCom should be permitted to route terminating switched access traffic directly to BellSouth end offices. Under BellSouth's proposed requirement for WorldCom to route all traffic to the BellSouth access tandem, WorldCom would be precluded from offering competitive tandem switching and transport services to other carriers.

BELLSOUTH: MCIIm should not be permitted to disguise switched access traffic as local traffic by routing such switched access traffic over local interconnection trunks. The handling of switched access traffic should be governed pursuant to switched access tariffs. Although couched as an issue concerning "tandem switching," MCIIm is seeking to avoid paying switched access charges, which the Commission should not permit.

STAFF: Staff has no position at this time.

ISSUE 45: For purposes of the interconnection agreement between WorldCom and BellSouth, how should third party transit traffic be routed and billed by the parties?

POSITIONS

WORLDCOM: 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: While BellSouth is willing to route local transit traffic, WorldCom wants BellSouth to pay reciprocal compensation for such traffic terminating to WorldCom, which BellSouth is not obligated to do. WorldCom should seek such compensation from the originating carrier, which in this instance is not BellSouth.

STAFF: Staff has no position at this time.

ISSUE 46: For purposes of the interconnection agreement between WorldCom and BellSouth, under what conditions, if any, should the parties be permitted to assign an NPA/NXX code to end users outside the rate center in which the NPA/NXX is homed?

POSITIONS

WORLDCOM: The parties should be permitted to assign NPA/NXX codes to end users anywhere within the LATA. BellSouth does this today with respect to services such as foreign exchange (FX) services and its primary rate ISDN extended reach service (ERS). BellSouth should not be permitted to impose restrictions on WorldCom's ability to assign NPA/NXX codes to WorldCom's end-users.

BELLSOUTH: BellSouth is not attempting to restrict WorldCom's ability to allocate numbers out of its assigned NPA/NXX codes to its end users. However, if MCIm gives a telephone number to a customer who is physically located in a different local calling area than the local calling area where that NPA/NXX is assigned, calls originated by BellSouth end users to those numbers are not local calls and thus no reciprocal compensation would apply. Furthermore, WorldCom should identify such long distance traffic and pay BellSouth for the originating switched access service BellSouth provides on those calls.

STAFF: Staff has no position at this time.

ISSUE 47: For purposes of the interconnection agreement between WorldCom and BellSouth, should reciprocal compensation payments be made for ISP bound traffic?

POSITIONS

WORLDCOM: Yes. Reciprocal compensation payments should be applicable to calls made from one carrier's customers to the ISP customer of the other carrier. The terminating carrier incurs the cost of termination for ISP-bound calls in the same way as for any other local call.

BELLSOUTH: Reciprocal compensation should not apply to ISP-bound traffic. Based on the Act and the FCC's First Report and Order, reciprocal compensation obligations under Section 251(b)(5) only apply to local traffic. ISP-bound traffic constitutes exchange access service, which is clearly interstate and not local traffic. Nevertheless, without waiving its rights, BellSouth is willing to abide by the prior Commission decisions on this issue until the FCC establishes an inter-carrier compensation mechanism for ISP-bound traffic.

STAFF: Staff has no position at this time.

ISSUE 51: Under what circumstances is BellSouth required to pay tandem charges when WorldCom terminates BellSouth local traffic?

POSITIONS

WORLDCOM: BellSouth is required to pay tandem charges whenever WorldCom's network provides functionality equivalent to that of a tandem switch. In particular, such compensation is required when a WorldCom local switch covers a geographic area comparable to the area served by a BellSouth tandem.

BELLSOUTH: WorldCom should only be compensated for the functions that it provides. WorldComm is not entitled to the tandem rate because its switches in Florida do not perform a local tandem function or cover a geographic area comparable to the area served by BellSouth's tandem.

STAFF: Staff has no position at this time.

ISSUE 53A: For purposes of the interconnection agreement between WorldCom and BellSouth, should WorldCom be required to utilize direct end office trunking in situations involving tandem exhaust or excessive traffic volumes?

POSITIONS

WORLDCOM: No. 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 from occurring.

BELLSOUTH: In situations involving tandem exhaust or excessive traffic volume, WorldCom should be required to utilize direct end office trunking for the transport of its traffic. Such an arrangement is more efficient and is necessary to alleviate network congestion.

STAFF: Staff has no position at this time.

ISSUE 54: For purposes of the interconnection agreement between WorldCom and BellSouth, 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?

POSITIONS

WORLDCOM: Security costs for collocation in central offices should be assessed to all parties, including BellSouth, on a per square foot basis.

BELLSOUTH: (BellSouth indicated that this issues was either resolved, consolidated, or withdrawn).

STAFF: Staff has no position at this time.

ISSUE 56: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth be required to provide DC power to adjacent collocation space?

POSITIONS

WORLDCOM: Yes. BellSouth should be required to provide DC power to adjacent collocation space.

BELLSOUTH: No. The FCC rules do not require BellSouth to provide DC power in an adjacent collocation arrangement. In making adjacent collocation arrangement available, BellSouth will treat WorldCom in a nondiscriminatory manner, which does not require that DC power be provided, since in BellSouth's remote terminal sites, AC power runs to the site, which BellSouth "converts" to DC power inside the remote terminal location. Furthermore, in order to provide DC power, approval must be obtained from the appropriate local authority given that Article 225 of the National Electric Safety Code does not specifically allow power circuits to be run between buildings with different owners.

STAFF: Staff has no position at this time.

ISSUE 59: Should collocation space be considered complete before BellSouth has provided WorldCom with cable facility assignments ("CFAs")?

POSITIONS

WORLDCOM: No. Collocation space is unusable until CFAs have been provided and therefore should not be considered complete until they are provided.

BELLSOUTH: Collocation space can be completed prior to providing CFAs. BellSouth will complete all work under its control, which includes the preparation of the requested collocation space. At that point, the collocation space is considered complete, since it is available for use by WorldCom, which can then have its vendor install the equipment and cable runs. If the space is not considered complete (and, hence, billing does not start) until after the CFAs are provided, WorldCom would be able to occupy the space indefinitely without paying floor space charges until it actually gets around to installing its equipment, which is unreasonable.

STAFF: Staff has no position at this time.

ISSUE 60: Should BellSouth provide WorldCom with specified collocation information at the joint planning meeting?

POSITIONS

WORLDCOM: Yes. The requested information (including information on power connectivity, cable type and termination requirements, and identification of technically feasible demarcation points) should be provided at the joint planning meeting.

BELLSOUTH: BellSouth has committed to provide WorldCom, to the extent it is available, information that WorldCom reasonably requires to begin its design plans for collocation space. If the information is not available at the joint planning meeting, BellSouth will provide such information within thirty (30) calendar days thereafter.

STAFF: Staff has no position at this time.

ISSUE 61: For purposes of the interconnection agreement between WorldCom and BellSouth, should the per ampere rate for the provision of DC power to WorldCom's collocation space apply to amps used or to fused capacity?

POSITIONS

WORLDCOM: The rate proposed by WorldCom in Attachment 1 to its proposed interconnection agreement should apply on a per used ampere basis, taking into account the rated capacity of the equipment actually installed in the collocation space.

BELLSOUTH: The rate for DC power should be calculated based upon fused capacity which BellSouth is required to provide WorldCom. Rather than measuring power consumption, BellSouth applies a factor to the rate power consumption provided by the manufacturer of the equipment in WorldCom's collocation space in order to determine power costs. Central office equipment is normally turned on all the time, and BellSouth must build its power plant to assure that its needs and all collocators' needs are met as well.

STAFF: Staff has no position at this time.

ISSUE 63: For purposes of the interconnection agreement between WorldCom and BellSouth, is WorldCom entitled to use any technically feasible entrance cable, including copper facilities?

POSITIONS

WORLDCOM: Yes. WorldCom is entitled to use any technically feasible entrance cable, including copper facilities.

BELLSOUTH: The rules regarding BellSouth's collocation obligations clearly state that an incumbent has no obligation to accommodate non-fiber optic entrance

facilities (i.e., copper) unless and until such interconnection is ordered by the state commission. Neither WorldCom nor any other ALEC should be permitted to place copper entrance facilities (except in conjunction with adjacent collocation) because this would accelerate the exhaust of entrance facilities at BellSouth's central offices at an unacceptable rate.

STAFF: Staff has no position at this time.

ISSUE 64A: Is WorldCom entitled to verify BellSouth's assertion, when made, that dual entrance facilities are not available?

POSITIONS

WORLDCOM: Yes. WorldCom should be permitted to verify BellSouth's assertion that dual entrance facilities are not available.

BELLSOUTH: Yes. BellSouth has no objection to WorldCom visually verifying that another entrance point does not exist. However, BellSouth is not required to provide a "formal tour" of the central office.

STAFF: Staff has no position at this time.

ISSUE 64B: Should BellSouth maintain a waiting list for entrance space and notify WorldCom when space becomes available?

POSITIONS

WORLDCOM: Yes. BellSouth should maintain a waiting list for entrance space and notify WorldCom when space becomes available.

BELLSOUTH: BellSouth is not required to incur the time and expense of maintaining a waiting list simply because dual entrance facilities may not be available.

STAFF: Staff has no position at this time.

ISSUE 65: What information must BellSouth provide to WorldCom regarding vendor certification?

POSITIONS

WORLDCOM: BellSouth must provide WorldCom sufficient information on the specifications and training requirements for a vendor to become BellSouth certified so that WorldCom can train its proposed vendors. The brochures that BellSouth has provided to WorldCom are not sufficient for this purpose.

BELLSOUTH: BellSouth has provided and will provide WorldCom with precisely the same information that BellSouth provides its vendors concerning the vendor certification process. If WorldCom has any questions regarding this process, WorldCom may contact the BellSouth vendor certification group for further information.

STAFF: Staff has no position at this time.

ISSUE 66: For purposes of the interconnection agreement between WorldCom and BellSouth, what industry guidelines or practices should govern collocation?

POSITIONS

WORLDCOM: The agreements should include the guidelines proposed by WorldCom in Attachment 5 to its proposed interconnection agreement, with updated references to GR-63 and GR-1275.

BELLSOUTH: BellSouth is willing to comply with generally accepted industry practices in the provision of physical collocation to the extent it has control over the subject matter thereof. While BellSouth strives to comply with all applicable standards, BellSouth does not have control over all the acts of ALECs collocated within its central offices and

should not be expected to meet any standards to the extent BellSouth does not have such control.

STAFF: Staff has no position at this time.

ISSUE 67: When 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 WorldCom's license?

POSITIONS

WORLDCOM: Yes. WorldCom should not be required to forfeit its license rights, and possibly strand facilities, when BellSouth conveys the underlying property.

BELLSOUTH: No. BellSouth should be able to sell or otherwise convey its property without restriction so long as BellSouth gives WorldCom reasonable notice of such sale or conveyance.

STAFF: Staff has no position at this time.

ISSUE 68: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth require that payments for make-ready work be made in advance?

POSITIONS

WORLDCOM: No. A requirement for advance payment would create delays and would not be commercially reasonable. It would be commercially reasonable for WorldCom to pay invoices for such work within 14 days of receipt.

BELLSOUTH: WorldCom should be required to pay in advance for any work WorldCom requests BellSouth to perform as do other ALECs that have signed BellSouth's standard license agreement. BellSouth should not be required to finance WorldCom's business plans.

STAFF: Staff has no position at this time.

ISSUE 75: For purposes of the interconnection agreement between WorldCom and BellSouth, 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?

POSITIONS

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

BELLSOUTH: The local carrier (such as WorldCom) serving the end user via Interim Number Portability facilities is responsible for paying for collect calls, third number calls or other operator handled calls incurred by the end user. 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 bock on such calls thereby avoiding the issue entirely.

STAFF: Staff has no position at this time.

ISSUE 80: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth be required to provide an application-to-application access service order inquiry process?

POSITIONS

WORLDCOM: Yes. Such a process is needed to obtain pre-order information electronically for UNEs ordered via an access service request. BellSouth should be required to allow WorldCom to order DS1 loop-transport combinations using an electronic ASR.

BELLSOUTH: No. BellSouth has provided the Exchange Access Control and Tracking ("EXACT") electronic ordering system for the processing of Access Service Requests ("ASRs") submitted by Interexchange Carriers ("IXCs") for access services. Although local interconnection trunks also are ordered via an ASR, MCI can order all UNEs via a Local Service Request ("LSR") through one of BellSouth's UNE ordering interfaces and thereby obtaining the pre-ordering information it desires.

STAFF: Staff has no position at this time.

ISSUE 81: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth provide a service inquiry process for local services as a pre-ordering function?

POSITIONS

WORLDCOM: Yes. BellSouth should provide service inquiry as a pre-ordering function, not solely as an ordering function. WorldCom needs information on the availability of facilities at the pre-ordering stage in order to be able to effectively market its competitive local services.

BELLSOUTH: BellSouth currently provides a service inquiry process for ALECs for local services when appropriate. The service inquiry process provided to WorldCom is accomplished in substantially the same time and manner as BellSouth provides for itself. To the extent WorldCom wants BellSouth to provide information to assist WorldCom in developing sales proposals, this request should be handled through the Change Control Process rather than in this arbitration.

STAFF: Staff has no position at this time.

ISSUE 90: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth be

required to provide completion notices for manual orders?

POSITIONS

WORLDCOM: Yes. WorldCom should receive completion notices for all orders, including manual orders, so that it can determine when to begin billing its customers.

BELLSOUTH: While BellSouth cannot provide the same kind of completion notification for manual orders submitted by WorldCom as when the order is submitted electronically, BellSouth does provide information regarding the status of an order, including completion of the order, through its Service Order Tracking System ("CSOTS").

STAFF: Staff has no position at this time.

ISSUE 91A: For purposes of the interconnection agreement between WorldCom and BellSouth, what intervals should apply to Firm Order Confirmations (FOCs)?

POSITIONS

WORLDCOM: WorldCom's proposed intervals should apply to FOCs.

BELLSOUTH: The intervals for FOCs are published in the BellSouth Products & Services Interval Guide to ensure parity of service to all ALECs. WorldCom's proposed intervals are unreasonable.

STAFF: Staff has no position at this time.

ISSUE 91B: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth be required to check facilities before returning an FOC?

POSITIONS

WORLDCOM: Yes. 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.

BELLSOUTH: BellSouth should not be required to check facilities before returning a FOC, which BellSouth does not do for its retail customers. and doing so would only lengthen the FOC interval.

STAFF: Staff has no position at this time.

ISSUE 92: For purposes of the interconnection agreement between WorldCom and BellSouth, should the parties be required to follow the detailed guidelines proposed by WorldCom with respect to LNP orders?

POSITIONS

WORLD.COM: Yes. WorldCom's proposed guidelines adhere to OBF-approved process flows and cut-over guidelines. It is more appropriate to rely directly on industry standards than on a document incorporating BellSouth's interpretation of those standards.

BELLSOUTH: No. WorldCom's proposal is too general in nature and fails to outline the responsibilities for porting numbers. BellSouth proposes to use the guidelines set forth in a very detailed document known as the Local Number Portability Ordering Guide for CLECs that supports the process flows established in standard industry fora and that is used by BellSouth to effectively port end user numbers with little or no service disruption.

STAFF: Staff has no position at this time.

ISSUE 94: Should BellSouth be permitted to disconnect service to WorldCom for nonpayment?

POSITIONS

WORLDCOM: No. The parties should not disconnect for nonpayment. The appropriate remedy should be determined in dispute resolution.

BELLSOUTH: BellSouth should be permitted to disconnect service to any ALEC that fails to pay billed charges that are not disputed within the applicable time period. Without the ability to disconnect service for nonpayment, WorldCom has little incentive to pay its bills. Also, WorldCom should not be, and by terms of the 1996 Act, cannot be treated differently from any other ALEC with respect to bill payment.

STAFF: Staff has no position at this time.

ISSUE 95: Should BellSouth be required to provide WorldCom with billing records with all EMI standard fields?

POSITIONS

WORLDCOM: BellSouth should be required to provide WorldCom with complete EMI billing records, not simply the subset of such information contained in ADUF, ODUF, and EODUF.

BELLSOUTH: BellSouth provides and is willing to continue to provide WorldCom with billing records consistent with EMI guidelines. However, the agreement should make clear how these records will be provided, which WorldCom's proposal does not do.

STAFF: Staff has no position at this time.

ISSUE 96: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth be required to give written notice when a central office conversion will take place before midnight or after 4 a.m.?

POSITIONS

WORLDCOM: Yes. Because central office conversions can involve taking down an ALEC's switched services, WorldCom needs to receive specific written notice when such conversions will take place outside of the time window agreed to by the parties.

BELLSOUTH: BellSouth agrees to provide notification to ALECs concerning central office conversions via web postings. This method of carrier notification is used for all ALECs and ensures that BellSouth treats all ALECs in a nondiscriminatory manner.

STAFF: Staff has no position at this time.

ISSUE 96A: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth be required to provide customer service record (CSR) information in a format that permits its use in completing an order for service?

POSITIONS

WORLDCOM: 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).

BELLSOUTH: BellSouth currently provides ALECs with CSR information via the machine-to-machine TAG pre-ordering interface based on industry standards. This data is identified by section with each line uniquely identified, which can be parsed by the ALEC to exactly the level need on an order. This is the same manner in which customer service record information is handled by BellSouth's retail operations.

STAFF: Staff has no position at this time.

ISSUE 97: Should BellSouth be required to provide WorldCom with notice of changes to NPA/NXXs linked to Public Safety Answering Points and emergency public agency telephone numbers as soon as such changes occur?

POSITIONS

WORLDCOM: Yes. Obtaining this information in a timely manner is a matter of public safety.

BELLSOUTH: WorldCom has proposed language that purports to obligate BellSouth to notify WorldCom immediately of any changes to the emergency public agency telephone numbers such as Public Safety Answering Point (PSAP) numbers linked to certain NPA/NXX codes. However, this information is proprietary customer information that BellSouth is not free to disclose without prior consent of the PSAP. BellSouth has agreed to provide MCIm 911 and E-911 service in the same manner as BellSouth provides itself, which is all that is required.

STAFF: Staff has no position at this time.

ISSUE 99: Should BellSouth be required to provide WorldCom with 10 digit PSAP numbers?

POSITIONS

WORLDCOM: Yes. BellSouth should be required to provide this information, which is currently required under the existing BellSouth/WCOM interconnection agreement.

BELLSOUTH: WorldCom can and should obtain PSAP numbers directly from the local 911 or 911 authorities as does BellSouth.

STAFF: Staff has no position at this time.

ISSUE 100: For purposes of the interconnection agreement between WorldCom and BellSouth, should BellSouth operators be required to ask callers for their

carrier of choice when such callers request a rate quote or time and charges?

POSITIONS

WORLDCOM: 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: 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, as requested by WorldCom, or to transfer such call to the customer's carrier of choice.

STAFF: Staff has no position at this time.

ISSUE 101: For purposes of the interconnection agreement between WorldCom and BellSouth, is BellSouth required to provide shared transport in connection with the provision of custom branding?

POSITIONS

WORLDCOM: 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. WorldCom is not required to purchase dedicated transport.

BELLSOUTH: Whether shared transport is available between an end office from which BellSouth provides unbundled local switching to MCIm depends upon the type of customized routing functionality requested by WorldCom. With the Line Class Code method, dedicated trunk groups are required between BellSouth's end office switch and WorldCom's choice of operator services or 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.

STAFF: Staff has no position at this time.

ISSUE 107: For purposes of the interconnection agreement between WorldCom and BellSouth, 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?

POSITIONS

WORLD.COM: Yes. There should be no limitation of liability for material breaches of the Agreements.

BELLSOUTH: The language proposed by WorldCom regarding a liability cap for damages is not subject to the Section 251 requirements of the Act. WorldCom's proposed language is not appropriate for inclusion in the Interconnection Agreement, therefore, BellSouth proposes that the Commission reject WorldCom's language and approve only the language already agreed to by both parties.

STAFF: Staff has no position at this time.

ISSUE 108: For purposes of the interconnection agreement between WorldCom and BellSouth, should WorldCom be able to obtain specific performance as a remedy for BellSouth's breach of contract?

POSITIONS

WORLD.COM: 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.

BELLSOUTH: Specific performance is a remedy, not a requirement of Section 251 of the Act. To the extent MCIm can show that it is entitled to obtain specific performance under Florida law, WorldCom can make this showing without agreement from BellSouth.

STAFF: Staff has no position at this time.

ISSUE 109A: Should BellSouth be required to permit WorldCom to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, effective as of the date of WorldCom's request?

POSITIONS

WORLDCOM: Yes. BellSouth should permit WorldCom to substitute more favorable terms and conditions effective as of the date of WorldCom's request.

BELLSOUTH: WorldCom should be permitted to substitute more favorable terms and conditions consistent with the 1996 and applicable FCC rules.

STAFF: Staff has no position at this time.

ISSUE 109B: 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?

POSITIONS

WORLDCOM: Yes. Interconnection agreements should be posted on BellSouth's web site to facilitate access.

BELLSOUTH: Because approved interconnection agreements are available from the Commission, BellSouth should not be required to post them on a website, as WorldCom has requested, particularly agreements that have not even been approved.

STAFF: Staff has no position at this time.

ISSUE 110: Should BellSouth be required to take all actions necessary to ensure that WorldCom 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?

POSITIONS

WORLDCOM:

Yes. BellSouth should take all measures necessary to protect WorldCom's confidential information from BellSouth's retail operations, and should bear the burden of proving that disclosure falls within enumerated exceptions.

BELLSOUTH:

BellSouth is willing to take all reasonable actions necessary to ensure that WorldCom's confidential information does not fall into the hands of BellSouth's retail operations. The burden of proving that BellSouth has failed to do so should rest with WorldCom. However, BellSouth should not be strictly liable for taking all actions, as WorldCom proposes.

STAFF:

Staff has no position at this time.

Legal Issues

ISSUE A:

What is the Commission's jurisdiction in this matter?

ISSUE B:

In light of WorldCom Telecommunications Corp. v. BellSouth Telecommunication, Inc., Order on Merits, issued June 6, 2000, in Case No. 4:97cv141-RH, what are the Commission's authority and obligations relating to arbitration of Issues 107 and 108, liquidated damages and specific performance, respectively?

ISSUE C:

If Issues 107 and 108 are appropriate for arbitration, what legal standard should the Commission apply in resolving these issues?

IX. EXHIBIT LIST

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
<u>Direct</u>			
Don Price	WorldCom	DP-1	Rate Centers Serves by WorldCom Switches and BellSouth Local Tandems
Don Price	WorldCom	DP-2	Proposed Language regarding Line Sharing
Cynthia Cox	BellSouth	CKC-1	Florida Rate Sheet
Cynthia Cox	BellSouth	CKC-2	Serving Diagram
Cynthia Cox	BellSouth	CKC-3	Maine PUC Order, June 30, 2000
Cynthia Cox	BellSouth	CKC-4	Maps of LATA Tandem Serving Areas
D. Daonne Caldwell	BellSouth	DDC-1	Line Sharing Cost Study
Ronald M. Pate	BellSouth	RMP-1	Draft RSAG Database License Agreement
Ronald M. Pate	BellSouth	RMP-2	CLEC Reports Internet Screen
Ronald M. Pate	BellSouth	RMP-3	CSOTS User Guide
Ronald M. Pate	BellSouth	RMP-4	BST Products and Services Interval Guide
W. Keith Milner	BellSouth	WKM-1	TR 73600

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
<u>Rebuttal</u>			
Cynthia K. Cox	BellSouth	CKC-1	Comments of MCI Telecommuni- cations, CC Docket 96-98

Parties and Staff reserve the right to identify additional exhibits for the purpose of cross-examination.

X. STIPULATIONS

A. By agreement of the parties and staff, the following depositions conducted for multi-state arbitrations have been stipulated for use as evidence in this proceeding:

Designation	Offered By	Description
Stip-SL-D	BellSouth	Deposition of Sherry Lichtenberg
Stip-MSM-D	BellSouth	Deposition of Michael S. Messina
Stip-LO-D	BellSouth	Deposition of Lee Olson
Stip-DP-D	BellSouth	Deposition of Don Price
Stip-AJV-D	WorldCom	Deposition of Al Varner
Stip-DPS-D	WorldCom	Deposition of David P. Scollard
Stip-RMP-D	WorldCom	Deposition of Ronald M. Pate
Stip-WKM-D	WorldCom	Deposition of W. Keith Milner

B. By agreement of the parties and staff, the following exhibits have been stipulated for use as evidence in this proceeding:

Designation	Offered By	Description
Stip-A	WorldCom	Exhibit A to WorldCom's Petition -- Letter from BellSouth to WorldCom Dated December 7, 1999
Stip-B	WorldCom	Exhibit B to WorldCom's Petition -- Matrix of Unresolved Issues
Stip-C	WorldCom	Exhibit C to WorldCom's Petition -- MCImetro-BellSouth Draft Florida Interconnection Agreement (May, 2000)

C. For purposes of this proceeding and to be consistent with the procedure used in the Georgia Arbitration between WorldCom and BellSouth, the parties have agreed to allow two of WorldCom's attorneys to conduct the cross examination of Witness Milner on separate issues.

XI. PENDING CONFIDENTIALITY MATTERS

A. BellSouth's Request for Confidential Treatment filed September 7, 2000 for exhibit DDC-1. This will be addressed by a separate order.

B. MCI WorldCom's Claim of Confidential Matters filed September 7, 2000 for certain information contained on pages 47 and 48 of the Rebuttal Testimony filed by Witness Don Price. Should a Request for Confidential Treatment of this information be filed following our hearing, this will be addressed by a separate order.

XII. RULINGS

A. WorldCom's *ore tenus* Motion to submit Direct and Rebuttal testimony concurrently is granted.

B. The witnesses shall be limited to seven minutes to summarize their testimony.


C. WorldCom's *ore tenus* Motion to Increase the Brief page limit to 100 pages is granted.

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It is therefore,

ORDERED by Commissioner Lila A. Jaber, as Prehearing Officer, that this Prehearing Order shall govern the conduct of these proceedings as set forth above unless modified by the Commission.

By ORDER of Commissioner Lila A. Jaber as Prehearing Officer, this 2nd day of October, 2000.


LILA A. JABER
Commissioner and Prehearing Officer

(S E A L)

PAC

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code, if issued by a Prehearing Officer; (2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida Administrative Code, if issued by the Commission; or (3) judicial

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review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of Records and Reporting, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

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FLORIDA PUBLIC SERVICE COMMISSION - RECORDS AND REPORTING

Requestion for Photocopying and Mailing

Number of Originals 45 Date 10/3/00 Copies Per Original 16
Requested By Ruth

Item Presented

Agenda For (Date) _____ Order No. 00-1803 In Docket No. 000649
Notice of _____ For (Date) _____ In Docket No. _____
Other _____

Special Handling Instructions

Distribution/Mailing

Number	Distributed/ Mailed To	Number	Distribution/Mailed To
<u>16</u>	<u>Commission Offices</u>	_____	_____
<u>0</u>	<u>Docket Mailing List - Mailed</u>	_____	_____
<u>4</u>	<u>Docket Mailing List - Faxed</u>	_____	_____

Note: Items must be mailed and/or returned within one working day after issue unless specified here:

Print Shop Verification

Job Number 108 Verified By Michael
Date and Time Completed 10/4 Job Checked For Correctness and Quality (Initial) u

Mail Room Verification

Date Mailed / Verified By /