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November 10, 1995

Via Federal Express

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Resolution of Petition(s) to establish nondiscriminatory rates, terms, and conditions for interconnection involving local exchange companies and alternative local exchange companies pursuant to Section 364.162, Florida Statutes (Docket No. 950985-TP)

Dear Mrs. Bayo:

Enclosed for filing, in accordance with the Order Establishing Procedure in the above docket, please find an original and fifteen (15) copies of the Petition of Metropolitan Fiber Systems of Florida, Inc. for BellSouth Interconnection Rates, Terms, and Conditions and the Direct Testimony of Timothy T. Devine on Behalf of Metropolitan Fiber Systems of Florida, Inc.

Also enclosed is an extra copy of this cover letter. Please date stamp the copy and return it in the enclosed self-addressed envelope.

Thank you for your attention to this matter.

Sincerely,

James C. Falvey
James C. Falvey

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cc: All parties of record

145813.1 *Petition*
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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In re: Resolution of petition(s) to establish)
nondiscriminatory rates, terms, and conditions for) Docket No. 950985-TP
interconnection involving local exchange companies) Filed: November 13, 1995
and alternative local exchange companies pursuant to)
Section 364.162, Florida Statutes)

**PETITION OF METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.
FOR BELL SOUTH INTERCONNECTION RATES, TERMS, AND CONDITIONS**

Metropolitan Fiber Systems of Florida, Inc., through its undersigned counsel, and pursuant to Florida Administrative Code Rule 25-22.036(7), Section 364.162, Florida Statutes, and the Order Establishing Procedure in this docket, files this Petition for BellSouth to provide nondiscriminatory interconnection rates, terms, and conditions:

1. Metropolitan Fiber Systems of Florida, Inc. ("MFS-FL") is a certificated Alternative Access Vendor ("AAV"). The Commission recently recognized MFS-FL's request to provide competitive local exchange service as an alternative local exchange company ("ALEC"), effective January 1, 1996. The address of MFS-FL is:

Metropolitan Fiber Systems of Florida, Inc.
8830 N.W. 18th Terrace, America's Gateway Center
Miami, FL 33172

DOCUMENT NUMBER-DATE
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2. The individuals to notify in this proceeding are:

Timothy Devine
MFS Communications Company, Inc.
250 Williams St.
Suite 2200
Atlanta, GA 30303-1034
404/224-6115 (ph.)
404/224-6060 (fax)

Richard M. Rindler
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Statement of Interest and Negotiating History

3. Pursuant to Section 364.162, Florida Statutes, MFS-FL and BellSouth have 60 days to negotiate acceptable interconnection rates, terms, and conditions. If negotiations prove unsuccessful after 60 days, either party has the right to file a petition for nondiscriminatory interconnection rates, terms, and conditions. MFS-FL, by letter dated July 19, 1995, initiated negotiations with BellSouth.^{1/} More than 60 days have passed and, as discussed below, negotiations have not proven successful. MFS-FL therefore files this Petition requesting that the Commission require BellSouth to provide nondiscriminatory interconnection rates, terms, and conditions.

4. As evidenced by the correspondence attached hereto as Exhibit TTD-1, MFS-FL initiated negotiations with BellSouth by letter dated July 19, 1995. (Although negotiations

^{1/}These negotiations covered co-carrier arrangements in both Florida and Georgia.

were initially conducted on behalf of MFS-FL by Gary Ball, Timothy Devine took over the negotiations as Senior Director of Regulatory Affairs, Southern Region). Although both parties proposed stipulations, agreement could not be reached.

5. While as detailed below more progress was made on some issues than on others, the critical point on which agreement could not be reached was whether negotiations should address the issue of universal service/carrier of last resort recovery. MFS-FL took the position that an agreement could be reached on a number of interconnection and unbundling issues without reaching some of the more difficult issues, such as reciprocal compensation, and that issues such as universal service were being addressed in separate dockets. (In fact, MFS-FL affiliates have entered into agreements in Connecticut and Massachusetts on some but not all of the critical co-carrier issues.) BellSouth took the position that it would not enter into any interconnection or unbundling agreement unless MFS-FL agreed, as did Teleport Communications Group, Inc. ("TCG") in its Stipulation ("TCG Stipulation") (Joint Motion for Stay of Proceeding, at Attachment B, Docket No. 950985-TP (October 17, 1996)), to the BellSouth "alternative 1" universal service proposal. *See* Affidavit of Timothy Devine attached as Exhibit TTD-2.

6. This intransigent, all-or-nothing ultimatum was unreasonable to MFS-FL in light of: a) the substantial success of MFS-FL affiliates in other states in reaching agreement on a limited subset of the less contentious issues; b) the fact that BellSouth required agreement on its own terms to its universal service proposal; c) the universal service issue is more appropriately decided in the separate universal service docket where the issue has been more closely studied; and d) as indicated in the MFS-FL testimony in the universal service docket,

MFS-FL does not believe that any universal service mechanism is appropriate until a LEC demonstrates that a subsidy exists for a particular customer class or geographic area.

7. Although there appear to be issues upon which the parties might have agreed, no agreement was reached on *any* issue due to BellSouth's insistence on its own universal service mechanism. The BellSouth requirement that universal service be addressed in these negotiations was added at the eleventh hour, and served to game the negotiating process, leaving MFS-FL with no alternative but to file this Petition. The creation of this negotiating roadblock at the last minute strongly suggests that the Commission should closely monitor not only this initial process of establishing co-carrier arrangements, but the entire process of implementing the arrangements, as well.

8. MFS-FL is accordingly filing two petitions: this Petition for nondiscriminatory interconnection arrangements, and a second petition for the unbundling and resale of certain network features, functions, and capabilities. The Commission, pursuant to statute, should consolidate these two petitions in order to streamline the consideration of these petitions which both stem from the same negotiations with BellSouth. The statute states that: "If the commission receives one or more petitions relating to *both* interconnection and resale of services and facilities, the commission shall conduct separate proceedings for each." Fla. Stat. § 364.162 (emphasis added). The statute appears to provide for petitions from several different companies, based on separate negotiating histories, that would address *both* interconnection and unbundling issues. The statute merely requires that petitions from different companies be addressed in separate proceedings. MFS-FL has filed separate interconnection and unbundling petitions due to the establishment of two separate dockets, but

it would be entirely consistent with statute, and significantly more efficient, if the Commission were to consolidate these two MFS-FL petitions. Moreover, there would be no prejudice to BellSouth which would share in the efficiencies created by the consolidation.

Statement of Co-Carrier Arrangements
That MFS-FL Requires to Provide Service as an ALEC

9. In order to provide competitive local exchange service in Florida as an ALEC, MFS-FL requires certain "co-carrier" arrangements, *i.e.*, arrangements that will have to be established to allow MFS-FL and BellSouth to deal with each other on a reciprocal, non-discriminatory, and equitable basis. The term "co-carrier" signifies both that the two carriers are providing local exchange service within the same territory, and that the relationship between them is intended to be equal and reciprocal—that is, neither carrier would be treated as subordinate or inferior.

10. MFS-FL believes that certain co-carrier requirements should apply equally and reciprocally to all local exchange carriers, both ALECs and LECs. The co-carrier arrangements that MFS-FL will need to provide service on January 1, 1996, as listed in the attached proposed MFS-FL stipulation dated November 8, 1995 (attached as Exhibit TTD-4), are:

- 1) Number Resources Arrangements;
- 2) Meet-point Billing Arrangements, including Tandem Subtending;
- 3) Reciprocal Traffic Exchange and Reciprocal Compensation;
- 4) Shared Network Platform Arrangements;
- 5) Unbundled Exchange Service Arrangements; and
- 6) Local Telephone Number Portability Arrangements.

Unbundled Exchange Service Arrangements are addressed in the MFS-FL Unbundling Petition; the five remaining co-carrier issues are addressed in this Petition.

Statement of Issues on Which MFS-FL and BellSouth Have Reached Agreement

11. As noted above, although there appear to be issues upon which the parties might have agreed, as MFS-FL affiliates have signed stipulations with LECs in Massachusetts and Connecticut, no agreement was reached on *any* issue due to BellSouth's insistence on its own universal service mechanism.

Disputed Issues of Fact

12. MFS-FL has more fully described its positions on the co-carrier issues and its disputed issues of fact with BellSouth in its Direct Testimony in this proceeding. *See* Direct Testimony of Timothy Devine attached hereto. The following is a summary of these disputed issues of fact. MFS-FL will also attempt, where appropriate, to highlight differences with the terms agreed to by TCG in the TCG Stipulation.

13. Number Resources Arrangements: MFS-FL has proposed that it will order its own NXX's through the established industry guidelines. MFS-FL will establish rating points for these NXX's, and will list the numbers in the appropriate industry routing and rating guides. *See* MFS-FL Letters of July 19, 1995 and August 16, 1995^{2/}; BellSouth Letter of July 21, 1995. BellSouth also agreed to provide number resources to TCG. TCG Stipulation, Attachment B, at 4. Nonetheless, as noted, MFS-FL and BellSouth have not reached agreement on this issue.

^{2/}The Letter from Gary J. Ball to R.C. Scheye has a typewritten date of September 16, 1995. This date is incorrect. The correct date of this letter, which has been handwritten in on the copy provided in Exhibit TTD-1, is August 16, 1995.

14. Meet-point Billing Arrangements, Including Tandem Subtending: MFS-FL has proposed that, in accordance with the Meet-Point Billing and Provisioning Guidelines adopted by the Ordering and Billing Forum, it will interconnect with a BellSouth access tandem for the provision of switched access services to interexchange carriers. Except in instances of capacity limitations, BellSouth shall enable MFS-FL to subtend the BellSouth access tandem switch(es) nearest to the MFS-FL Rating Point associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem switch, MFS-FL shall be allowed to subtend the next-nearest ILEC access tandem switch in which sufficient capacity is available. Billing percentages for jointly provided services will be defined by the meet-points between the two carriers. MFS-FL prefers a single-bill approach for the provision of these services. It is MFS-FL's position, based on its experience in other states, that the carrier providing the end office switching (*i.e.*, MFS-FL) is the carrier that receives the residual interconnection charge ("RIC"). (A more comprehensive description of the MFS-FL proposal and differences with BellSouth are contained in the MFS-FL testimony.)

15. While as discussed in the Testimony, there are other minor differences on this issue, there are two primary differences. First, BellSouth would not treat MFS-FL as a co-carrier with respect to meet-point billing arrangements, proposing that instead of applying the OBF guidelines, separate meet-point billing guidelines apply to ALECs. Second, BellSouth believes that it should, as the tandem provider, bill the RIC. TCG acceded to this position in its Stipulation with TCG (Stipulation at 4-5), but MFS-FL does not believe that this is the equitable result. It is MFS-FL's position, based on its experience in other states, that the

carrier providing the end office switching (*i.e.*, MFS-FL) is the carrier that receives the RIC.

16. Reciprocal Traffic Exchange and Reciprocal Compensation. MFS-FL proposes that interconnection be accomplished through interconnection points, with each carrier responsible for providing trunking to the interconnection point for the hand off of combined local and toll traffic and each carrier responsible for completing calls to all end users on their networks. In order to establish interconnection points, carriers would pass both local and toll (intra- and interstate) traffic over a single trunk group, utilizing a percent local utilization ("PLU") factor (similar to the currently utilized percent interstate utilization ("PIU") factor) to provide the proper jurisdictional call types, subject to audit.

17. MFS-FL proposes that, within each LATA, MFS-FL and BellSouth would identify a wire center to serve as the Default Network Interconnection Point ("D-NIP") at which point MFS-FL and BellSouth would interconnect their respective networks for interoperability within that LATA.^{3/} Where MFS-FL and BellSouth interconnect at a D-NIP, MFS-FL would have the right to specify any of the following interconnection methods: a) a mid-fiber meet at the D-NIP or other appropriate point near to the D-NIP; b) a digital cross-connection hand-off, DSX panel to DSX panel, where both MFS-FL and BellSouth maintain such facilities at the D-NIP; or c) a collocation facility maintained by MFS-FL, BellSouth, or by a third party. (*See* Testimony for further details).

18. In extending network interconnection facilities to the D-NIP, MFS-FL would have the right to extend its own facilities or to lease dark fiber facilities or digital transport

^{3/}As MFS initiates Exchange Service Operations in additional LATAs, MFS-FL and BellSouth will use their best reasonable efforts to define an additional D-NIPs in each new LATA.

facilities from BellSouth or a third party, subject to the terms more fully described in the Testimony. Where an interconnection occurs via a collocation facility, no incremental cross-connection charges shall apply for the circuits. Upon reasonable notice, MFS-FL would be permitted to change from one interconnection method to another with no penalty, conversion, or rollover charges.

19. BellSouth proposed to interconnect with MFS-FL at the BellSouth tandem and/or wire center for originating/terminating local traffic within the LATA. BellSouth opposed the DNIP concept and preferred to utilize existing terminology to describe the new arrangements proposed by MFS-FL. BellSouth would not agree to a mid-fiber meet with MFS-FL. BellSouth would not agree to waive charges for the cross-connection of collocation facilities, and would apply current tariff charges for rearrangements, conversions, and rollovers. Exhibit TTD-1, October 6, 1995 Letter at 1. The latter is more stringent than BellSouth's agreement with TCG, which would consider each ALEC's interconnection reconfigurations "individually" as to the application of a charge. TCG Stipulation at 5. (The TCG Stipulation does not otherwise address interconnection in the same detail as MFS-FL has in its negotiations with BellSouth.) It appears from the record that BellSouth did not give much consideration to MFS-FL's proposal in this area.

20. Reciprocal Compensation. As discussed above, the BellSouth insistence on including universal service charges in the terminating compensation equation, contrary to the statutory framework created by the Legislature, proved to be the ultimate impediment to an agreement. Section 364.162 does not contemplate the inclusion of universal service charges in

interconnection negotiations. In fact, the drafters of the Legislation deliberately separated the issues of universal service charges and interconnection:

One of the provisions of the bill that has been questioned in terms of whether or not it will impede competition is whether or not it will impede competition is . . . the linking of the interconnection rate to a charge or surcharge or premium, as it has been called, to cover the cost of universal service and carrier of last resort. And there are people who argue that if you link those costs to interconnection, that the new entrant into the market will never be able to establish itself, because the cost of interconnection will be uneconomic. In an effort to address this issue, I and other providers, including the local exchange industry, have offered some language here that would, in fact, de-link these issues, interconnection and universal service and carrier of last resort.

Meeting of the House of Representatives Committee on Utilities and Telecommunications, Transcript at 22 (April 5, 1995). BellSouth's backdoor attempt to reassert this connection should not be conciened by the Commission. While MFS-FL strongly supports the maintenance of universal service, as (appropriately) discussed in the universal service docket, LECs have yet to demonstrate that a universal service exists in their current rate structure. MFS-FL will not agree to a universal service-related surcharge until such a subsidy has been demonstrated, and neither should the Commission.

21. MFS-FL proposed a bill and keep arrangement for several reasons. First and foremost, the BellSouth switched access proposal would not permit MFS-FL or other ALECs to compete in the local exchange market. As demonstrated in the Testimony, paying switched access in a flat-rate environment would lead to a price squeeze that would make it impossible for MFS-FL to compete. Moreover, the legitimacy of the current level of switched access rates has been questioned in the industry for years. Bill and keep, by contrast, is the most common current practice in the United States for reciprocal compensation between LECs.

22. In negotiations and in the TCG Stipulation, BellSouth has proposed that unequal compensation be paid as between BellSouth and ALECs. BellSouth proposed that the tariffed transport and local switching switched access rate elements be paid by both LECs and ALECs. Although BellSouth would not charge the RIC and the CCL switched access rate elements, it would still require that an amount equal to these elements be paid into a universal service fund. This universal service requirement, which is appropriately being addressed in a separate docket, was introduced into the MFS-FL interconnection negotiations at the eleventh hour, making it impossible for negotiations to continue. BellSouth also agreed to an interim modified bill and keep proposal in its TCG Stipulation, but in two years its proposed switched access rates would become effective. BellSouth also expects to be compensated separately when it performs an intermediary function, and proposed separate trunks for all types a traffic, a proposal clearly designed to increase costs for ALECs.

23. Given the flat-rated local exchange rates of BellSouth, payment of switched access as proposed by BellSouth would not permit economically viable local exchange competition. As discussed more fully in its Testimony, if MFS-FL must pay switched access rates and compete with BellSouth retail rates, the resulting price squeeze would render it impossible for ALECs such as MFS-FL to compete in the Florida local exchange market. Accordingly, efforts by BellSouth to impose additional costs on ALECs through the imposition of a number of additional charges — switched access interconnection charges, universal service surcharges, additional trunking costs, and interim number portability charges, etc. — must not be permitted in the co-carrier arrangements mandated by the Commission.

24. Shared Network Platform Arrangements. In order to interconnect effectively, customers must have access to essential ancillary functions of the network without regard to which carrier provides their dial tone or originates their call. In order to provide the full range of local exchange services to its customers, MFS-FL proposes that the following shared platform interconnection arrangements be provided:

A. Interconnection Between MFS and Other Co-Located Entities. BellSouth should enable MFS-FL to directly interconnect to any other entity which maintains a co-location facility at the same BellSouth wire center at which MFS-FL maintains a co-location facility as jointly directed by MFS-FL and the other entity.

B. 911 and E-911 systems. See attached Testimony.

C. Information Services Billing and Collection. MFS-FL should be able to deliver information services traffic originated over its exchange services to information service provided over BellSouth's information services platform. To the extent MFS-FL decides to provide a competitive information services platform, BellSouth should cooperate with MFS-FL to develop a LATA-wide NXX code(s) which may be used in conjunction with such platform billing.

D. Directory Listings and Directory Distribution. See attached Testimony.

E. Directory Assistance. BellSouth should include MFS-FL's listings in its Directory Assistance database, provide non-discriminatory MFS-FL branded and unbranded directory assistance service, and allow MFS-FL to license BellSouth's directory assistance database for use in providing directory assistance services.

F. Yellow Page Maintenance. BellSouth should work with MFS-FL to ensure that Yellow Page advertisements purchased by customers who switch their service to MFS-FL are maintained without interruption.

G. Transfer of Service Announcement. When end user customers switch local exchange carriers and do not retain their original telephone number, the party formerly providing service should provide a transfer of service announcement on the abandoned telephone number.

H. Coordinated Repair Calls. MFS-FL and BellSouth will follow certain procedures for handling misdirected repair calls.

I. Busy Line Verification and Interrupt. See attached Testimony.

J. Information Pages. BellSouth should include in the "Information Pages" or comparable section of its White Pages directories for areas serviced by MFS-FL, listings provided by MFS-FL for its installation, repair and customer service, and other information.

K. Operator Reference Database. See Stipulation dated November 8, 1995 containing most recent MFS-FL proposed co-carrier terms and conditions, attached as Exhibit TTD-4, and attached Testimony.

25. MFS-FL is amenable to entering into shared platform arrangements with BellSouth that are similar to those covered in the TCG Stipulation. Significantly, however, MFS-FL cannot agree to the pricing arrangements agreed to by TCG. With the exception of pricing issues, MFS-FL would agree to similar shared platform arrangements for 911/E-911, Directory Listings and Directory Distribution, Busy Line Verification/Emergency Interrupt Services, Number Resource Arrangements, and CCS Interconnection. The TCG Stipulation,

however, does not address a number of shared platform arrangements necessary to provide customers with seamless local exchange services including: (1) interconnection between MFS-FL and other co-located entities; (2) information services billing and collection; (3) directory assistance; (4) Yellow Page maintenance; (5) transfer of service announcements; (6) coordinated repair calls; (7) information pages; and (8) operator reference database.

26. Local Telephone Number Portability Arrangements. Although this issue is the subject of a separate proceeding, the recovery of charges for ported calls was deferred to this docket. As a co-carrier, MFS-FL proposes that, like any LEC, it should be entitled to the full switched access charges paid by interexchange carriers ("IXCs") when terminating a call. BellSouth, however, views IXC access charges to ALECs as yet another BellSouth revenue opportunity: it proposes that it be permitted to keep the difference between toll access charges it collects from IXCs and the local access charges it pays to MFS-FL. This proposal is unacceptable to MFS-FL in that, as a co-carrier, it has full rights to receive all revenues associated with its portion of provisioning switched access services.^{4/}

Basis for Relief

27. The ultimate facts and law that entitle MFS-FL to the requested relief are as follows:

28. Pursuant to statute, an ALEC has until August 31, 1995 to negotiate with a LEC a price for interconnection arrangements. Fla. Stat. § 364.162(3). If negotiations fail,

^{4/}Although the issue of pricing of interim number portability is being more fully addressed in the separate docket, MFS-FL supports pricing based on direct incremental cost with no contribution.

either party may petition the Commission for nondiscriminatory rates, terms, and conditions of interconnection. Negotiations to yield an interconnection agreement have failed, due to BellSouth's insistence on including the issue of universal service. MFS-FL is therefore entitled to petition and hereby does petition the Commission for nondiscriminatory rates, terms, and conditions of interconnection.

29. Pursuant to Section 25-22.036 of the Commission's Rules, MFS-FL's substantial interests are affected by the failure of negotiations. MFS-FL must establish co-carrier arrangements with BellSouth in order to provide competitive local exchange service to its customers in the territory served by BellSouth. Until such arrangements are established, MFS-FL cannot provide such service, nor will the Legislature be able to meet its goal of implementing local exchange competition in Florida.

30. The Commission has 120 days from the date of this filing to establish interconnection rates, terms, and conditions, as requested above by MFS-FL.

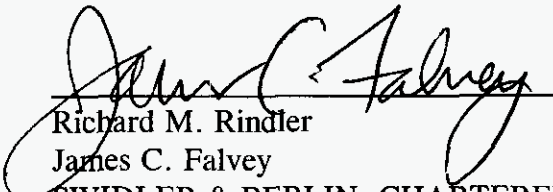
WHEREFORE, MFS-FL respectfully requests that the Commission, within 120 days from the date of this filing:

1. Enter an order granting MFS-FL the nondiscriminatory rates, terms, and conditions necessary for interconnection with the BellSouth network, including the co-carrier arrangements described in this Petition and the accompanying Testimony.

2. Grant MFS-FL such other relief as the Commission may deem necessary or appropriate.

Respectfully Submitted,

Timothy Devine
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250 Williams St., Suite 2200
Atlanta, Georgia 30304-1034
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**Attorneys for Metropolitan
Fiber Systems of Florida, Inc.**

Dated: November 10, 1995

**Petition of Metropolitan Fiber Systems of Florida, Inc.
For BellSouth Interconnection Rates, Terms, and Conditions
Docket No. 950985-TP
Filed: November 13, 1995**

**Metropolitan Fiber Systems of Florida, Inc.
List of Issues Upon Which the Parties Have Reached Agreement**

The parties have been unable to reach agreement on any issue because, as explained in the Direct Testimony of Timothy T. Devine in this docket, BellSouth has insisted that any interconnection agreement include BellSouth's universal service proposal. Metropolitan Fiber Systems of Florida, Inc. ("MFS-FL") has reached agreements on a subset of interconnection issues in other states, but has been unable to come to a similar agreement with BellSouth.

**Metropolitan Fiber Systems of Florida, Inc.
List of Issues That Are Unresolved**

Because BellSouth and MFS-FL have been unable to reach agreement on any issue, all of the issues listed in the attached MFS-FL Proposed List of Issues remain to be resolved in this proceeding.

**Petition of Metropolitan Fiber Systems of Florida, Inc.
For BellSouth Interconnection Rates, Terms, and Conditions
Docket No. 950985-TP
Filed: November 13, 1995**

**Metropolitan Fiber Systems of Florida, Inc.
Proposed List of Issues**

1. What are the appropriate interconnection rate structures for the exchange of local and toll traffic between Metropolitan Fiber Systems of Florida, Inc. ("MFS-FL") and BellSouth?
2. Should BellSouth tariff the interconnection rate(s)?
3. What are the appropriate technical and financial arrangements -- including interconnection architecture, traffic exchange, meet-point billing, and tandem subtending arrangements -- which should govern interconnection between MFS-FL and BellSouth?
4. What are the appropriate technical and financial (if any) arrangements to permit MFS-FL access to number resources on a nondiscriminatory basis?
5. How should number portability arrangements not adequately addressed in the temporary number portability docket (Docket No. 950737) be addressed, including:
 - a) which carrier should receive switched access payments on ported calls; and
 - b) how should outstanding provisioning and operational issues be addressed.
6. What are the appropriate technical and financial requirements for the exchange of intraLATA 800 traffic which originates from a MFS-FL customer and terminates to an 800 number served by other carriers?
7. Under what technical and financial arrangements should BellSouth permit MFS-FL to directly interconnect to any other entity which maintains a collocation facility at the same BellSouth wire center at which MFS-FL maintains a collocation facility?
8. a) What are the appropriate technical arrangements for the interconnection of MFS-FL's network to BellSouth's 911 provisioning network such that MFS-FL's customers are ensured the same level of 911 service as they would receive as a customer of BellSouth?

- b) What procedures should be in place for the timely exchange and updating of MFS-FL customer information for inclusion in appropriate E911 databases?
 - c) What procedures should be in place for the timely updating of the Operator Reference Database from BellSouth to MFS-FL?
9. What technical and financial arrangements, including billing and collection, should govern the delivery of information services between MFS-FL and BellSouth?
 10. Under what terms and conditions should BellSouth be required to list MFS-FL's customers in its directory assistance database, provide non-discriminatory MFS-FL branded and unbranded directory assistance service, and allow MFS-FL to license BellSouth's directory assistance database for use in providing competitive directory assistance services?
 11. Under what terms and conditions should BellSouth be required to list MFS-FL's customers in its universal white and yellow pages directories; to publish and distribute these directories to MFS-FL's customers; and to work with MFS-FL to ensure that Yellow Page advertisements purchased by customers who switch their service to MFS-FL are maintained without interruption?
 12. Under what terms and conditions should end user customers that switch local exchange carriers and do not retain their original telephone number be provided a transfer of service announcement on the abandoned telephone number by the party formerly providing service?
 13. What procedures should BellSouth and MFS-FL follow for handling misdirected repair calls?
 14. What are the appropriate technical and financial requirements for operator traffic flowing between MFS-FL's operator services provider and BellSouth's operator services provider including busy line verification and emergency interrupt services?
 15. According to what guidelines should BellSouth be required to include in the "Information Pages" or comparable section of its White Pages directories for areas serviced by MFS-FL, and for MFS-FL to describe its installation, repair and customer service, and other information?
 16. What arrangements are necessary to ensure that MFS-FL can bill and clear credit card, collect, third party calls and audiotext calls?
 17. What arrangements are necessary to ensure the provision of CLASS/LASS services between MFS-FL's and BellSouth's interconnected networks?