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

Dear Ms. Bayó:

Enclosed for filing on behalf of MCImetro Access Transmission Services, Inc. are the original and 15 copies of MCImetro's Complaint against BellSouth Telecommunications, Inc. for breach of the parties' Interconnection Agreement.

By copy of this letter this document has been provided to the parties on the attached service list.

Very truly yours,

*R.D. Melson*

Richard D. Melson

RDM/clp  
Enclosures  
cc: Service List

980281-TP

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint of MCImetro Access	)	
Transmission Services, Inc. against	)	Docket No. <u>980281</u> -
BellSouth Telecommunications, Inc.	)	
For Breach of Approved	)	Filed: February 23, 1998
Interconnection Agreement	)	

**COMPLAINT OF MCIMETRO ACCESS TRANSMISSION SERVICES, INC.  
AGAINST BELLSOUTH TELECOMMUNICATIONS, INC.**

MCImetro Access Transmission Services, Inc. ("MCImetro" or "MCI") brings this Complaint against BellSouth Telecommunications, Inc. ("BellSouth") for BellSouth's violations of the Telecommunications Act of 1996, 47 U.S.C. § 151 et seq. (the "Federal Act") and for its breaches of the parties' Interconnection Agreement (the "Agreement") approved by the Florida Public Service Commission (the "Commission") on June 19, 1997, and shows the Commission as follows:

**PARTIES**

1.

MCImetro is a Delaware corporation with its principal place of business at 8521 Leesburg Pike, Vienna, Virginia 22182. MCImetro has a Certificate of Authority issued by the Commission that authorizes MCImetro to provide local exchange service in Florida.

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2.

BellSouth is a Georgia corporation with its principal place of business at 675 West Peachtree Street, Atlanta, Georgia 30375. BellSouth is an incumbent local exchange carrier (“ILEC”) as defined by Section 251(h) of the Federal Act.

### **JURISDICTION AND STATUTES AUTHORIZING RELIEF**

3.

The Commission has jurisdiction with respect to the claims asserted in this Complaint under the Federal Act, 47 U.S.C. §§ 251, 252; Chapters 120 and 364, Florida Statutes; Chapter 25-22, Florida Administrative Code; the Commission’s Order dated June 19, 1997 approving the Agreement; and the Agreement itself. See also Iowa Util. Bd. v. Federal Communications Comm’n, 120 F.3d 753, 804 (8th Cir. 1997) (“state commissions retain the primary authority to enforce the substantive terms of the agreements made pursuant to sections 251 and 252”).

### **BACKGROUND AND STATEMENT OF SUBSTANTIAL INTERESTS**

4.

For almost two years, the Commission has engaged in an aggressive effort to implement the provisions of the Federal Act and bring the promise of competition to Florida’s telecommunications consumers. In the Section 271 proceedings held before the Commission in Docket No. 960786-TL, MCImetro and other alternative local exchange carriers (“ALECs”) demonstrated that BellSouth has not fulfilled its obligations under the Federal Act to provide nondiscriminatory access to BellSouth’s OSS and data bases, to provide interconnection that is at least equal to what BellSouth provides itself, and to provide resale services and unbundled network elements on a nondiscriminatory basis.

5.

This Commission agreed that BellSouth has failed to meet these requirements. By order issued November 19, 1997 (the "271 Order"), the Commission described in detail many of BellSouth's failures to live up to its statutory obligations. After BellSouth took no action to comply with the 271 Order, MCI metro sent BellSouth a letter dated December 24, 1997 requesting BellSouth to address several of the deficiencies noted by the Commission as well as certain additional problems (the "December 24 letter"). (A true and correct copy of the December 24 letter is attached as Exhibit A.) MCI metro has raised other issues with BellSouth in correspondence referenced below.

6.

Although MCI metro requested a detailed response to the December 24 letter by January 8, 1998, BellSouth refused to comply. Instead, by letter dated January 8 BellSouth stated that such a response would not be provided until sometime on or before January 31, 1998. (A true and correct copy of the January 8 letter is attached as Exhibit B.)

7.

BellSouth failed to meet its own January 31 deadline. It finally responded by letter dated February 11, 1998 (the "February 11 letter"), which apparently was not mailed on February 11, but rather was faxed to MCI metro on February 13 and hand delivered to MCI metro on February 17. (A true and correct copy of the February 11 letter is attached as Exhibit C.) In the February 11 letter, BellSouth refused to comply with many of MCI metro's requests and simply ignored others. The February 11 letter continues the pattern of obstruction and delay that BellSouth has maintained throughout its dealings with MCI metro.

8.

BellSouth thus has delayed implementation of the 271 Order for three months, much as it has delayed implementation of the Federal Act and the Agreement. MCImetro's substantial interests are affected by BellSouth's continuing failure to comply with the terms of the Federal Act and the Agreement, in that BellSouth's actions and inactions impede MCImetro's ability to compete effectively in the local exchange market in Florida. Action by the Commission is necessary if the Federal Act and the Agreement are to be given full force and effect.

9.

This Complaint seeks appropriate remedies that will facilitate local exchange market entry in Florida. BellSouth's misconduct described below is not an exhaustive list of its violations of the Federal Act and its breaches of the Agreement, but rather focuses on some of the threshold problems that must be resolved for MCImetro to compete effectively. Some of the issues raised in the December 24 letter are still under discussion between the parties, and MCImetro is identifying other issues and raising them with BellSouth.<sup>1</sup> If those issues are not resolved

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<sup>1</sup> For example, during MCImetro operational trials, MCImetro resale customers experienced a loss of service after they switched from BellSouth to MCImetro and when they switched back to BellSouth. A primary reason loss of dial tone occurred was that rather than simply making a billing change, which is all that was necessary, BellSouth treated an MCImetro order as two orders -- one to disconnect the customer's line and one to reconnect the customer's line. Thus, when there was a gap between completion of the first step and completion of the second step, the customer lost dial tone. BellSouth has stated that it has remedied the problem for simple residential orders involving migrations from BellSouth to MCImetro, but that it has not yet done so for complex orders. Based on recent trial results, it appears BellSouth has not fixed the problem for any migrations from MCImetro to BellSouth. MCImetro will give BellSouth the opportunity to fix this problem completely before seeking relief from this Commission.

Other examples of issues not included in this Complaint are OSS performance measures and branding. BellSouth currently is not providing all the performance measurement data required by the Agreement. Nevertheless, MCImetro has agreed to attempt to negotiate issues relating to OSS performance measures, performance standards and enforcement mechanisms with BellSouth.

satisfactorily between the parties, they will be asserted in future enforcement complaints or in amendments to this Complaint.

### **DISPUTED ISSUES OF MATERIAL FACT**

10.

Counts One to Fourteen below state the ultimate facts that entitle MCImetro to relief. Based on BellSouth's statements and positions in Exhibits C, E, G and I, MCImetro expects that BellSouth will dispute many of these facts.

### **OSS: GENERAL CLAIM**

#### **COUNT ONE**

(Failure to Provide Information Concerning OSS Generally)

11.

MCImetro incorporates by reference paragraphs 1 to 10 of the Complaint as if fully stated herein.

12.

Under Subsections 251(c)(3) and (4) of the Federal Act, BellSouth must provide ALECS with access to OSS on a nondiscriminatory basis, and thus must provide access to OSS that is equivalent to what it provides itself, its customers or other carriers. BellSouth also must provide OSS functions to ALECs on terms and conditions that provide an efficient competitor with a meaningful opportunity to compete. In the Matter of Application of Ameritech Michigan Pursuant

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Likewise, BellSouth is not complying with the Agreement with respect to the branding of voice mail, operator services and directory assistance, and the unbranding of BellSouth's 611 service. BellSouth stated in its February 11 letter, however, that it is prepared to provide operator services and directory assistance with MCI branding and that it is willing to discuss branding of voice mail and a mutually acceptable resolution for 611 service. If BellSouth fails to provide branding of operator services and directory assistance, or if the negotiations on voice mail and 611 service are

to Section 271 of the Communications Act of 1934, as amended, to Provide In-Region, InterLATA Services in Michigan, CC Docket No. 97-137, August 19, 1997, ¶ 130 (the “Ameritech Michigan Decision”).

13.

The Agreement also requires BellSouth to provide nondiscriminatory access to OSS. Agreement, Part A, §§ 13.1, 13.3, 13.8, Attachment VIII, §§ 2.1.2, 2.3.1.3. BellSouth must provide to MCImetro OSS with the same capabilities as it provides to itself at a level of quality at least equal to the level that BellSouth provides to itself or its affiliates. Agreement, Part A, § 13.3. Further, BellSouth must provide OSS services to MCImetro at least as expeditiously as it provides OSS for itself and others, in a competitively neutral fashion. Agreement, Part A, § 13.8.

14.

To determine whether BellSouth is providing parity of access to OSS, BellSouth must provide information concerning the OSS systems and data bases it uses to serve its own customers. This information is necessary to assess whether the OSS capabilities BellSouth provides to itself and to ALECs are equivalent, and also to determine the causes of disparities revealed by performance measurement data.

15.

BellSouth uses OSS systems that are based on the Legacy systems developed for all the Regional Bell Operating Companies (“RBOCs”) many years ago. Over time, BellSouth has added many proprietary changes and enhancements to its Legacy systems, and has developed new ancillary data bases. MCImetro has requested information concerning the functionality of these

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not successful, MCImetro will pursue appropriate relief before the Commission in this or a separate action.

systems, but BellSouth has refused to provide a useful, detailed explanation that would enable MCImetro to determine what capabilities are available and what must be provided to achieve parity. From the limited information MCImetro has been able to obtain during Section 271 proceedings in Florida and elsewhere, it has become clear that (i) BellSouth's systems are far superior to what they are providing to ALECs and (ii) BellSouth continues to conceal critical information about its systems and data bases.

16.

In its December 24 letter, MCImetro requested BellSouth to provide information concerning the OSS systems and data bases that it uses to serve its own customers. In its February 11 letter, BellSouth refused to do so.

17.

By failing to permit MCImetro to inspect BellSouth's OSS and related data bases, BellSouth has violated the Federal Act and breached the Agreement.

18.

BellSouth should be ordered to permit MCImetro to review (i) a detailed listing of all OSS systems that BellSouth uses; (ii) all technical specifications for each of the listed systems, including but not limited to information explaining what functions the system performs, how the system performs those functions, what data bases and other systems it interacts with and whether an interface can be built to the system; (iii) a detailed listing of each of the data bases that are used by BellSouth's OSS systems; and (iv) a description of each of the listed data bases, including but not limited to a data base layout specifically identifying the characteristics of all data base fields.



**OSS: CLAIMS RELATING TO PRE-ORDERING**

**COUNT TWO**

(Failure to Provide the Street Address Guide)

19.

MCImetro incorporates by reference paragraphs 1 to 18 of the Complaint as if fully stated herein.

20.

Address validation is one of the key functions of the pre-ordering process. If an MCImetro order does not include the address identical to the one shown in BellSouth's records -- even if the difference is only Main St. vs. Main Street -- BellSouth will reject the order (except for some variations in the city name). MCImetro therefore must have full access to the data base against which BellSouth checks orders for address validity. That data base is known as the Regional Street Address Guide, commonly referred to as the "RSAG," which is part of the Street Address Guide ("SAG").

21.

The Interconnection Agreement provides that within thirty days after its effective date, "BellSouth shall provide to MCI the SAG data, or its equivalent, in electronic form. All changes to the SAG shall be made available to MCI on the same day as the change to the data is made." Agreement, Attachment VIII, § 2.1.3.1. MCImetro has requested BellSouth to provide a download of the RSAG several times, and repeated that request in the December 24 letter.

22.

BellSouth initially refused to provide a download. BellSouth later stated that it would provide extracts from the RSAG at a cost of more than \$500,000, plus recurring charges.

BellSouth continues to assert this position in the February 11 letter even though the Agreement does not provide for such payment and BellSouth recently has admitted that the extracts it would sell to MCImetro do not include the addresses from the RSAG, but rather address ranges (for example, 100-200 Main Street). Address ranges are not an acceptable substitute for addresses because, for example, if a nonexistent address within the range is keyed in, the information from the extracts will lead MCImetro to believe that the address is valid, but BellSouth, using RSAG, will reject an order for service to that address.

23.

In refusing to provide a download of the RSAG, BellSouth has violated the Federal Act and breached the Agreement. BellSouth should be ordered to provide a download of the RSAG to MCImetro and then provide downloads of changes to the RSAG on the same day as the changes to the data are made, all as required by Subsection 2.1.3.1 of Attachment VIII. BellSouth also should be required to provide a description of the RSAG data base, including but not limited to a data base layout specifically identifying all data base fields.

**COUNT THREE**

(Failure to Provide Equivalent Capability to Calculate Due Dates)

24.

MCImetro incorporates by reference paragraphs 1 to 23 of the Complaint as if fully stated herein.

25.

Another pre-ordering function is determining the date when service will be provided so the date can be given to the customer. BellSouth must provide nondiscriminatory access to its due date calculation function; provide the same capabilities with respect to due date calculation as it

provides to itself at the same or higher a level of quality; and provide due date calculation to MCImetro at least as expeditiously as for itself and others, in a competitively neutral fashion. 47 U.S.C. §§ 251(c)(3) and (4); Ameritech Michigan Decision ¶ 130; Agreement, Part A, §§ 13.1, 13.3, 13.8, Attachment VIII, §§ 2.1.2, 2.3.1.3.

26.

Through BellSouth's Regional Navigation System ("RNS"), its OSS system for residential customers, BellSouth representatives obtain calculated due dates when no premises visit is required for installation. When a premises visit is required, RNS provides available installation dates based on the availability of BellSouth's workforce, the type and size of a customer's order and other factors. Once a calculated due date is chosen, it is populated automatically on the BellSouth order and the BellSouth representative taking the order may be reasonably certain that service will be turned up on the chosen date.

27.

The Local Exchange Navigation System ("LENS") interface BellSouth provides ALECs for pre-ordering does not give MCImetro the same ability to calculate due dates as RNS. The most fundamental problems are with LENS itself: whatever due date information MCImetro obtains from LENS must be entered manually in the local service order, and LENS renders MCImetro subject to LENS' periodic shutdowns and other limitations. In other words, like other pre-ordering functions provided by BellSouth, the due date calculation function offered through LENS is not integrated with MCImetro's ordering system through a machine-to-machine interface.

28.

Further, as the Commission noted in the 271 Order, LENS does not provide access to calculated due dates in the inquiry mode. 271 Order, pp. 81-82, 156-58. Specifically, LENS does not provide a due date calculation when no premises visit is required and does not calculate available due dates when a premises visit is required for installation.

29.

Obtaining due date information in the firm order mode of LENS does not provide nondiscriminatory access to the due date function. LENS firm order mode does permit an MCImetro representative to determine available due dates when a premises visit is required, but to do so he or she must first proceed through each pre-ordering and ordering function sequentially even though MCImetro will not be placing orders via LENS.

30.

BellSouth has designed an OSS system for business orders that, upon information and belief, provides the same or similar capabilities as RNS with respect to due date calculation.

31.

In its December 24 letter, MCImetro requested that BellSouth provide through a system-to-system interface the capability to determine due dates efficiently and to expedite those due dates when appropriate. In its February 11 letter, BellSouth ignores the 271 Order and the facts and maintains that it provides the due date calculation function to MCImetro at parity with what it provides to itself.

32.

BellSouth's failure to provide parity with respect to due date calculation constitutes a violation of the Federal Act and a breach of the Agreement. BellSouth should be ordered to

provide to MCImetro the same capability to calculate due dates that BellSouth has through a system that can be integrated with MCImetro's ordering system.

#### **COUNT FOUR**

(Failure to Provide Parity in Access to Telephone Numbers and Telephone Number Information)

33.

MCImetro incorporates by reference paragraphs 1 to 32 of the Complaint as if fully stated herein.

34.

Under the Agreement, BellSouth has responsibility for assigning telephone numbers to MCImetro upon request. Agreement, Attachment VIII, § 2.1.8. BellSouth must provide nondiscriminatory access to the telephone number assignment function; provide the same capabilities with respect to telephone number assignment as it provides to itself at the same or higher a level of quality; and provide telephone number assignment to MCImetro at least as expeditiously as for itself and others, in a competitively neutral fashion. 47 U.S.C. §§ 251(c)(3) and (4); Ameritech Michigan Decision ¶ 130; Agreement, Part A, §§ 13.1, 13.3, 13.8, Attachment VIII, §§ 2.1.2, 2.3.1.3.

35.

LENS does not give MCImetro the same ability to reserve telephone numbers as RNS provides to BellSouth. Most importantly, LENS does not permit MCImetro to integrate the telephone number reservation function with its ordering system. With LENS, MCImetro encounters the problems of dual data entry and dependence on the availability of LENS. In RNS (and, upon information and belief, BellSouth's new system for business orders), the telephone number reservation function is integrated with the ordering function.

36.

The Commission found that BellSouth does not assign telephone numbers in a nondiscriminatory fashion for additional reasons. 271 Order, pp. 82, 157. For example, BellSouth's RNS system permits it to reserve up to twenty-five numbers per order, as compared to six for ALECs through LENS. Moreover, RNS and DOE provide BellSouth representatives with lists of available NXXs, which are not provided to ALECs through LENS.

37.

In its December 24 letter, MCImetro requested BellSouth to remedy these defects in its pre-ordering system. In its February 11 letter, BellSouth simply ignores the integration issue, the limitation of six numbers per LENS order, and the lack of NXX information.

38.

BellSouth should be ordered to permit MCImetro to reserve telephone numbers through a system that can be integrated with MCImetro's ordering system. Further, BellSouth should be ordered to permit MCImetro to reserve the same number of telephone numbers per order as BellSouth and to provide the same NXX information that is provided to BellSouth representatives.

**COUNT FIVE**  
(Failure to Provide Parity in Access to USOC Information)

39.

MCImetro incorporates by reference paragraphs 1 to 38 of the Complaint as if fully stated herein.

40.

Another pre-ordering function involves obtaining information about available features and

the corresponding Universal Service Order Codes (“USOCs”). BellSouth must provide nondiscriminatory access to this information; provide the same capabilities with respect to obtaining this information as it provides to itself at the same or higher a level of quality; and provide this information to MCImetro at least as expeditiously as for itself and others, in a competitively neutral fashion. 47 U.S.C. §§ 251(c)(3) and (4); Ameritech Michigan Decision ¶ 130; Agreement, Part A, §§ 13.1, 13.3, 13.8, Attachment VIII, §§ 2.1.2, 2.3.1.3.

41.

Upon information and belief, BellSouth representatives have electronic access to a features availability matrix that cross references available features with their USOCs, which enables BellSouth representatives to determine the USOCs for desired features and thus place accurate orders.

42.

BellSouth requires MCImetro to submit USOCs on local service orders, but BellSouth has not provided an automated means for MCImetro to integrate USOCs into its ordering system.

43.

In its December 24 letter, MCImetro requested that BellSouth provide via electronic transmission a description or definition of each of its USOCs along with other pertinent information. In its February 11 letter, BellSouth states that it makes available a hard copy of features and USOCs and an electronic copy of the edits used by SOCS and that a list of features and USOCs is available on the internet. None of these sources provides a mechanized means for MCImetro to integrate USOCs into its ordering system.

44.

BellSouth should be ordered to provide MCImetro via fixed format NDM a description or definition of each of its USOCs, including the required field identifiers and their descriptions and the states in which the USOCs are valid. BellSouth should be required to update this information on a biweekly basis and should give notice of the implementation or deactivation of a USOC forty-five days in advance.

**COUNT SIX**  
(Failure to Provide Customer Service Record Information)

45.

MCImetro incorporates by reference paragraphs 1 to 44 of the Complaint as if fully stated herein.

46.

MCImetro must obtain customer service record (“CSR”) information at the pre-ordering stage so that it can, for example, determine the features that a customer currently is receiving and all telephone lines it is using.

47.

The Commission has noted that BellSouth only provides ALECs with limited CSR data. 271 Order, pp. 81, 157. In fact, BellSouth refuses to provide CSR data that it unilaterally deems to be proprietary or unnecessary. Further, CSR access is limited to fifty pages of data and CSR information is not fielded, which means that MCImetro cannot load and edit CSR data and use the data to generate orders.

48.

Over time, BellSouth has provided less and less CSR information to MCImetro. Initially,



the CSR information provided by BellSouth included a local service itemization ("LSI") that typically included a summary of the USOCs, quantity, unit rate, total rate and description of each service being provided to the customer. The LSI assisted MCI metro representatives in quickly being able to give the customer a quote for providing local service. BellSouth has since removed the LSI from the CSR information provided to MCI metro. Further, BellSouth has stopped including pricing information altogether.

49.

Under the Agreement, BellSouth is required to "provide MCI metro with customer service records, including without limitation Customer Proprietary Network Information (CPNI), except such information as BellSouth is not authorized to release either by the customer or pursuant to applicable law, rule or regulation." Agreement, Attachment VIII, § 2.3.2.3. Subject to these limitations, BellSouth must provide nondiscriminatory access to this information; provide the same capabilities with respect to obtaining this information as it provides to itself at the same or higher a level of quality; and provide this information to MCI metro at least as expeditiously as for itself and others, in a competitively neutral fashion. 47 U.S.C. §§ 251(c)(3) and (4); Ameritech Michigan Decision ¶ 130; Agreement, Part A, §§ 13.1, 13.3, 13.8, Attachment VIII, §§ 2.1.2, 2.3.1.3.

50.

In its December 24 letter, MCI metro requested BellSouth to provide additional CSR data that BellSouth has been withholding. In its February 11 letter, BellSouth refused to provide any additional information.

51.

BellSouth should be ordered to provide MCImetro with access to all CSR data, except such data as BellSouth can prove it is not authorized to release by its customers or under applicable law, rule or regulation.

**OSS: ORDERING AND PROVISIONING CLAIMS**

**COUNT SEVEN**

(Failure to Provide Parity in Service Jeopardy Notification)

52.

MCImetro incorporates by reference paragraphs 1 to 51 of the Complaint as if fully stated herein.

53.

The Interconnection Agreement requires BellSouth to “provide to MCI notification of any jeopardy situations prior to the Committed Due Date, missed appointments and any other delay or problem in completing work specified on MCI’s service order as detailed on the FOC.” Agreement, Attachment VIII, § 2.2.9.1. BellSouth must provide nondiscriminatory service jeopardy notification; provide the same capabilities with respect to service jeopardy notification as it provides to itself at the same or higher a level of quality; and provide service jeopardy notification at least as expeditiously as for itself and others, in a competitively neutral fashion. 47 U.S.C. §§ 251(c)(3) and (4); Ameritech Michigan Decision ¶ 130; Agreement, Part A, §§ 13.1, 13.3, 13.8, Attachment VIII, §§ 2.1.2, 2.3.1.3.

54.

Service jeopardies occur when service cannot be completed for reasons other than a customer missing an appointment, such as when there is a lack of facilities needed for installation. BellSouth provides notice of service jeopardies to MCImetro by telephone.

55.

In its retail operation, BellSouth technicians send information relating to service jeopardy notifications in an automated fashion to the BellSouth work management center, which then notifies BellSouth representatives who in turn call the customers. Unlike the jeopardy notification process afforded to MCImetro, BellSouth's notification process minimizes errors and assures to the extent possible that the customer is notified of the situation.

56.

BellSouth is capable of providing notification of service jeopardies electronically via EDI, just as it provides notification via EDI for missed appointment jeopardies. By letter dated September 18, 1997, MCImetro requested BellSouth to provide notification for jeopardies via EDI. (A true and correct copy of the September 18 letter is attached as Exhibit D.) By letter dated October 10, 1997, BellSouth refused to do so. (A true and correct copy of the October 10 letter is attached as Exhibit E.) BellSouth continues to refuse to provide EDI notification for service jeopardies to this day.

57.

By failing to provide MCImetro with service jeopardy notification at parity with what it provides itself, BellSouth has violated the Federal Act and breached the Agreement. BellSouth should be ordered to provide commercially functional EDI support for service jeopardy notifications.

## **COUNT EIGHT**

(Failure to Provide FOCs in Compliance with the Interconnection Agreement)

58.

MCImetro incorporates by reference paragraphs 1 to 57 of the Complaint as if fully stated herein.

59.

After MCImetro places an order for service that is accepted by BellSouth, BellSouth notifies MCImetro with a firm order confirmation ("FOC"). For electronic orders, FOCs must be provided within 4 hours 99% of the time. For manual orders, FOCs must be provided within 24 hours 99% of the time. Agreement, Attachment VIII, § 2.5.3.1.

60.

Data collected by MCImetro over the seven month period ending December 1997 reveals that the average time for BellSouth to return FOCs on orders for off-net T1s (lines used to connect the customer's premises to BellSouth's network) for MCImetro local customers is more than seven days. This data was collected in four states, including Florida. Because BellSouth uses the essentially the same OSS in all four states, this data demonstrates that the OSS BellSouth is using in Florida fails to meet the FOC performance standard set forth in the Agreement.

61.

MCImetro informed BellSouth of this FOC data by letter dated January 28, 1998. (A true and correct copy of the January 28 letter is attached as Exhibit F.) MCImetro requested BellSouth to respond by February 9, 1998, but to date BellSouth has not done so.

62.

BellSouth should be required to modify its OSS to provide FOCs within the timeframes specified in the Agreement.

### **OTHER CLAIMS**

#### **COUNT NINE**

**(Failure to Provide Network Blockage Measurements)**

63.

MCImetro incorporates by reference paragraphs 1 to 62 of the Complaint as if fully stated herein.

64.

The Federal Act provides that RBOCs must provide interconnection to ALECs that is at least equal in quality to what the RBOC provides itself. 47 U.S.C. § 251(c). The Agreement provides that interconnection “will be provided in a competitively neutral fashion . . . and be at least equal in quality to the level provided by BellSouth to itself or its Affiliates.” Agreement, Part A, § 13.2.

65.

In the 271 Order, the Commission required BellSouth to “provide ALECs with more frequent and better data on their traffic over BellSouth’s network”; “to demonstrate that any blockages experienced by ALECs are not excessive in comparison to the blockages experienced by BellSouth”; to work together with ALECs to improve intercompany communications; and to “provide data sufficient to show that blockage levels are comparable between BellSouth and ALEC traffic.” 271 Order, p. 59.

66.

In its December 24 letter, MCImetro requested BellSouth to provide for the most recent three month period (i) blockage data on all common trunk groups utilized for ALEC traffic that experienced blockage; (ii) blockage data on all of MCI's interconnection trunk groups from BellSouth's end offices and tandems to MCI's points of termination that experienced blockage; (iii) blockage data on all ALEC interconnection trunk groups from BellSouth's end offices and tandems to ALEC points of termination that experienced blockage; and (iv) similar blockage data on all trunks carrying BellSouth local traffic. MCImetro further requested BellSouth to provide the same information on a month-to-month basis going forward.

67.

In the February 11 letter, BellSouth states that it is preparing to make available certain performance measurement data by March 1998. The only reports on blockage data are the CLEC Trunk Group Service Report, BellSouth CTTG Blocking Report, Local Network Trunk Group Service Report and BellSouth Local Network Blocking Report. These reports fall far short of providing the information requested by MCImetro and that is needed to gauge trunk group blockage.

68.

BellSouth should be ordered to provide the blockage data requested in MCImetro's December 24 letter.

**COUNT TEN**

**(Failure to Provide Information on Local Tandem Interconnection)**

69.

MCImetro incorporates by reference paragraphs 1 to 68 of the Complaint as if fully stated herein.

70.

Under the Federal Act and the Agreement, BellSouth is required to provide interconnection to MCImetro that is at least equal in quality to what BellSouth provides to itself, in a competitively neutral fashion. 47 U.S.C. § 251(c); Agreement, Part A, § 13.2.

71.

In the December 24 letter, MCImetro requested BellSouth to confirm that MCImetro would be permitted to interconnect at BellSouth local tandems and to provide all information necessary to do so. MCImetro further requested BellSouth to confirm that, once MCImetro is interconnected at the BellSouth local tandem, MCImetro's traffic will travel on the same trunk groups as BellSouth's local traffic and that all existing independent telephone company local and EAS traffic routes served by the local tandem will be identified and made available to MCImetro traffic.

72.

In the February 11 letter, BellSouth confirmed that MCImetro may interconnect at the local tandem, but refused to provide information on how to do so. BellSouth also refused to confirm that MCImetro's traffic will travel on the same trunk groups as BellSouth's local traffic and that all existing independent telephone company local and EAS traffic routes served by the local tandem will be identified and made available to MCImetro traffic.

73.

BellSouth should be ordered to provide the information necessary for MCImetro to interconnect at BellSouth's local tandems; to route MCImetro's traffic on the same trunk groups as BellSouth's local traffic; and to identify and make available to MCImetro traffic all existing independent telephone company local and EAS traffic routes served by BellSouth local tandems.

**COUNT ELEVEN**

(Failure to Provide Usage Data)

74.

MCImetro incorporates by reference paragraphs 1 to 73 of the Complaint as if fully stated herein.

75.

The Interconnection Agreement requires BellSouth to provide MCImetro with Recorded Usage Data in accordance with the provisions of Section 4 of Attachment VIII. Agreement, Attachment VIII, § 4.1.1.2. The following section, Section 4.1.1.3, provides that "BellSouth shall provide MCI with copies of detail usage on MCI accounts." That section goes on to define Recorded Usage Data as including, among other things, information concerning completed calls.

76.

By letter dated May 13, 1997, BellSouth acknowledged that MCImetro had made several requests for flat-rate usage data, but refused to provide it on the ground that BellSouth did not "extract call detail for flat rate service for its own use at this time." BellSouth suggested that MCImetro submit a bona fide request for additional services if it wished to obtain flat-rate usage data. (A copy of the May 13 letter is letter is attached as Exhibit G.) MCImetro again requested flat-rate usage data by letter dated August 18, 1997, noting that under the Agreement MCImetro is entitled to obtain such data and that a BFR is not necessary. (A copy of the August 18 letter is



attached as Exhibit H.) By letter dated August 22, 1997, BellSouth again rejected MCImetro's request. (A copy of the August 22 letter is attached as Exhibit I.) BellSouth continues to refuse to provide flat-rate usage data to this day.

77.

Obtaining Recorded Usage Data on completed flat service local calls will allow MCImetro to evaluate new local service products involving measured service rates that could provide cost savings to customers who limit their telephone usage and currently are being charged flat rates. MCImetro cannot assess these alternative service offerings without learning about its customers' usage patterns.

78.

By refusing to provide MCImetro with the flat-rate usage information it has requested, BellSouth has breached the Agreement. BellSouth should be ordered to begin providing such information upon request by MCImetro.

#### **COUNT TWELVE**

(Failure to Provide Access to Directory Listing Information)

79.

MCImetro incorporates by reference paragraphs 1 to 78 of the Complaint as if fully stated herein.

80.

MCImetro obtains directory listing information from BellSouth for the purpose of providing its own directory assistance service. BellSouth provides such information for its own customers, but refuses to provide such information for the customers of other telephone companies without the written permission of those companies.

81.

The Agreement provides that "BellSouth shall provide to MCIIm, to the extent authorized, the residential, business and government subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non-discriminatory manner." Agreement, Attachment VIII, § 6.1.6.1. Under Subsection 251(b)(3) of the Federal Act, BellSouth is not only authorized but also required to provide the directory listings it has for the customers of other telephone companies.

82.

In its December 24 letter, MCImetro requested BellSouth to provide listings from other local exchange carriers. In its February 11 letter, BellSouth reiterated its position that it would not provide such listings without permission from local exchange carriers.

83.

BellSouth should be ordered to provide such directory listing information to MCImetro.

**COUNT THIRTEEN**  
(Failure to Pay Reciprocal Compensation)

84.

MCImetro incorporates by reference paragraphs 1 to 83 of the Complaint as if fully stated herein.

85.

The Agreement provides that "[t]he Parties shall bill each other reciprocal compensation at the rates set forth for Local Interconnection in this Agreement and the Order of the FPSC. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the

same exchange, or a corresponding Extended Area (EAS) exchange.” Agreement, Attachment IV, § 2.2.1.

86.

BellSouth has refused to compensate MCImetro for certain traffic originated on BellSouth’s network and terminated on MCImetro’s network on the ground that BellSouth refuses to pay reciprocal compensation for calls to Internet Service Providers (“ISPs”).

87.

Calls terminated to ISPs constitute local traffic under the Agreement. BellSouth’s refusal to pay reciprocal compensation for such traffic is in breach of the Agreement. MCImetro requested payment in its December 24 letter, and BellSouth refused to do so in its February 11 letter.

88.

BellSouth should be ordered to pay MCImetro reciprocal compensation for ISP traffic going forward and all amounts past due, plus interest.

**COUNT FOURTEEN**  
(Discriminatory Use of Soft Dial Service)

89.

MCImetro incorporates by reference paragraphs 1 to 88 of the Complaint as if fully stated herein.

90.

BellSouth provides a soft dial tone service known as QuickService that permits a customer whose telephone line has been disconnected to call 911. If the customer dials any other three digits, QuickService provides a recording informing the customer that he or she should call

BellSouth to obtain telephone service. BellSouth has informed MCImetro that it will change its message to state the following: "You can only dial '911' from this line. To reach BellSouth or another Local Service Provider, you must call from another location." This change will not bring BellSouth into compliance with the Agreement.

91.

The Agreement provides that "[w]here BellSouth provides soft dial tone, it shall do so on a competitively-neutral basis." Agreement, Attachment III, § 7.2.1.11.4.

92.

In its December 24 letter, and in previous correspondence, MCImetro has requested that BellSouth change its QuickService message to comply with the Agreement. In its February 11 letter, BellSouth refused to change its position.

93.

By insisting on referring to itself by name in its QuickServe recording, BellSouth has violated the Federal Act and breached the Agreement. BellSouth should be ordered to change its recording along the following lines: "This telephone only may be used for emergency access to 911. To order service for this line, please call one of the local service providers in your area."

#### **PRAYER FOR RELIEF**

WHEREFORE, MCImetro prays that a hearing be held and a ruling made on MCImetro's claims within sixty days pursuant to paragraph 23 of the Agreement, and that the Commission award the following relief:

(a) On Count One, an order requiring BellSouth to provide the requested information no later than ten days from the date of the order;

(b) On Count Two, an order requiring BellSouth to provide, no later than ten days from the date of the order, a download of the RSAG to MCImetro and a description of the RSAG data base, including but not limited to a data base layout specifically identifying all data base fields, and further requiring BellSouth to make available thereafter downloads of changes to the RSAG on the same day the changes are made;

(c) On Count Three, an order requiring BellSouth to provide to MCImetro, within thirty days of the date of the order, the same capability to calculate due dates that BellSouth has through a system that can be integrated with MCImetro's ordering system;

(d) On Count Four, an order requiring BellSouth to permit MCImetro to reserve telephone numbers through a system that can be integrated with MCImetro's ordering system, to permit MCImetro to reserve the same number of telephone numbers per order as BellSouth and to provide the same NXX information to MCImetro that is provided to BellSouth representatives, all within thirty days of the date of the order;

(e) On Count Five, an order requiring BellSouth to provide MCImetro via fixed format NDM a description or definition of each of its USOCs, including the required field identifiers and their descriptions and the states in which the USOCs are valid; requiring BellSouth to update this information on a biweekly basis; and requiring BellSouth to give notice of the implementation or deactivation of a USOC forty-five days in advance, all within thirty days of the date of the order;

(f) On Count Six, an order requiring BellSouth to provide MCImetro with access to all CSR data, except such data as BellSouth can prove it is not authorized to release by its customers or under applicable law, rule or regulation, within thirty days of the date of the order;

(g) On Count Seven, an order requiring BellSouth to provide commercially functional EDI support for service jeopardy notifications within thirty days of the date of the order;

(h) On Count Eight, an order requiring BellSouth, within thirty days of the date of the order, to modify its OSS to provide FOCs within the timeframes specified in the Agreement;

(i) On Count Nine, an order requiring BellSouth to provide the blockage data requested in MCImetro's December 24 letter within thirty days of the date of the order;

(j) On Count Ten, an order requiring BellSouth, within thirty days of the date of the order, to provide the information necessary for MCImetro to interconnect at BellSouth's local tandems; to route MCImetro's traffic on the same trunk groups as BellSouth's local traffic; and to identify and make available to MCImetro traffic all existing independent telephone company local and EAS traffic routes served by BellSouth local tandems;

(k) On Count Eleven, an order requiring BellSouth to provide recorded usage data requested by MCImetro on completed flat-rate local calls no later than thirty days from the date of the order;

(l) On Count Twelve, an order requiring BellSouth to provide all directory listing information it has for customers of other local telephone companies to MCImetro within ten days from the date of the order;

(m) On Count Thirteen, an order requiring BellSouth to pay reciprocal compensation on traffic terminated to ISPs, including payment of all amounts past due, plus interest;

(n) On Count Fourteen, an order requiring BellSouth to change its QuickService message as requested within thirty days of the date of the order;

(o) Any fines or penalties the Commission determines are appropriate to sanction BellSouth for its conduct; and

(p) Such other and further relief that the Commission deems just and proper.

RESPECTFULLY SUBMITTED this 23rd day of February, 1998.

HOPPING GREEN SAMS & SMITH, P.A.

By: Richard D. Melson

Richard D. Melson  
P.O. Box 6526  
Tallahassee, FL 32314  
(850) 425-2313

and

DE O'ROARK  
THOMAS K. BOND  
MCI Telecommunications Corporation  
780 Johnson Ferry Road, Suite 700  
Atlanta, GA 30346  
(404) 267-5789

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by Hand Delivery this 23rd day of February, 1998.

Martha Brown  
Florida Public Service Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Suite 370  
Tallahassee, FL 32399-0850

Nancy White  
c/o Nancy Sims  
BellSouth Telecommunications  
150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301

*Phil D. Ma*

---

ATTORNEY



**MCI Telecomm** cations  
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Three Ravinia Drive  
Atlanta, GA 30346  
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December 24, 1997

**Marcel Henry**  
Regional Vice President  
Southern Financial Operations

**FILE COPY**

**DISTRIBUTED**

12/24 - FEDEX  
800847264167

Mr. Mark L. Feidler  
President - Interconnection Services  
**BellSouth Telecommunications, Inc.**  
Suite 4511  
675 West Peachtree Street  
Atlanta, GA 30375

Dear Mr. Feidler:

As we have discussed, there are a number of open issues between our companies concerning BellSouth's provision of local service capabilities to MCI. Some of those issues were addressed in the Florida Public Service Commission's November 19, 1997 order rejecting BellSouth's Section 271 application and clarifying the obligations BellSouth must meet as a prerequisite to entering the in-region long distance market. The Commission addressed deficiencies in BellSouth's systems relating to Operations Support Systems ("OSS"), interconnection, unbundled network elements ("UNEs"), directory assistance, reciprocal compensation, resold services and performance measures. Although MCI does not agree with all of the conclusions reached in the order, the order provides a useful starting point in addressing some (but certainly not all) of the issues that have arisen under our Interconnection Agreement.

A discussion of the issues identified in the Florida Commission order follows. Although this discussion necessarily focuses on changes we wish to be made in Florida, we request that these changes be made outside Florida on a nationwide basis as well. Please respond to this letter by January 8, 1998. In your response, please state in detail BellSouth's plan for addressing each of the problems discussed below and confirm that these solutions will be implemented no later than January 31, 1998 (unless otherwise specified below). If it is BellSouth's position that a solution for a particular problem cannot be put in place by January 31, please provide a detailed explanation why and state when the problem will be remedied.

**I. OSS**

**A. General requirements**

The Florida Commission required BellSouth to demonstrate that its interfaces provide nondiscriminatory access to OSS functions. The Commission identified four characteristics of a nondiscriminatory interface:

- 1) **The interface must be electronic:** The interface must require no more human or manual intervention than is necessarily involved for BellSouth to perform a similar transaction itself.

- 2) The interface must provide the capabilities necessary to perform functions with the same level of quality, efficiency, and effectiveness as BellSouth provides to itself.
- 3) The interface must have adequate documentation to allow an ALEC to develop and deploy systems and processes, and to provide adequate training to its employees.
- 4) The interface must be able to meet the ordering demand of all ALECs, with response times equal to that which BellSouth provides itself.

Order, pp. 97, 174. The Commission concluded that none of the OSS functions provided by BellSouth meet these criteria. As a first step in moving toward compliance, MCI requests that BellSouth provide a detailed listing of all OSS systems that BellSouth uses, along with technical specifications for each system, and a detailed listing of each of the data bases that are used by BellSouth's OSS systems, along with a description of each data base (including data base layouts). That information will enable MCI to determine the capabilities that BellSouth provides itself and thus what is required for parity of service.

#### B. Pre-ordering

The Commission determined that BellSouth must provide a pre-ordering interface that is integrated with the EDI ordering interface. Order, pp. 92, 167. As you know, MCI has sought to meet with BellSouth to discuss the implementation of an interface for pre-ordering using EDI TCP/IP SSL3 that would be integrated with the EDI ordering interface. We now repeat our request that our companies meet and begin discussing how to implement an interface using this protocol.

The Commission also noted deficiencies in the following areas:

- 1) LENS requires multiple address validations for the same fields in different screens. In accordance with the Commission's order, MCI requests that any pre-ordering interfaces offered by BellSouth not require multiple address validations. On a related point, MCI previously has requested that BellSouth provide a download of the RSAG, as required by our Interconnection Agreement, so that we may remedy other address validation problems we have encountered. In response, BellSouth has offered to sell MCI an extract from the RSAG for an amount exceeding \$500,000 plus recurring charges. Under our interconnection agreement, MCI is entitled to obtain a download of the RSAG at no additional cost, and we repeat our request that it be provided on that basis.

- 2) No on-line customer credit checking capability and limited availability of customer service records. In addition to the problems identified by the Commission, MCI notes that BellSouth's system is deficient in that BellSouth refuses to provide CSR data that it unilaterally deems to be proprietary or unnecessary. Further, CSR access is limited to fifty pages of data and CSR information is not fielded, which means that MCI cannot load and edit CSR data and use the data to generate orders. Please redress these problems.
- 3) BellSouth can reserve more telephone numbers than ALECs. BellSouth's RNS system permits it to reserve up to twenty-five numbers per order, as compared to six for ALECs. Moreover, unlike the system afforded to ALECs, RNS automatically assigns numbers for its customers and provides BellSouth representatives with lists of available NXXs. In addition, BellSouth has a list of available vanity numbers that it does not provide to ALECs. We request BellSouth afford these same capabilities to MCI.
- 4) Cumbersome and inefficient methods of locating long distance company, and product and service information selected by customer. In addition to addressing the problems specifically identified by the Commission, MCI requests that BellSouth provide via fixed format NDM a description or definition of each of its USOCs, including the required field identifiers and their descriptions and the states in which the USOCs are valid. This information should be updated on a biweekly basis and should give notice of the implementation or deactivation of a USOC forty-five days in advance.
- 5) LENS does not provide access to calculated due dates in the inquiry mode. BellSouth should provide in a system-to-system interface the capability to determine due dates efficiently and to expedite those due dates when appropriate.

#### C. Ordering and provisioning

The Commission ruled that a number of problems in BellSouth's ordering and provisioning systems require improvement. Order, pp. 83-94, 158-68. These problems are discussed below:

- 1) EDI does not have electronic edit capability at parity with BellSouth's RNS and DOE systems. Because we intend to order via EDI, we are particularly concerned with the functionality of that interface. We request that BellSouth provide the same on-line editing capability in EDI that BellSouth has for itself. On a related point, please provide a detailed description of how order rejections are handled and a list of all reasons that both fatal and non-fatal errors occur, including descriptions and error codes.

- 2) No order summary screen exists in EDI as in RNS. BellSouth should provide access to pending orders in its systems, a recap of the services ordered on the FOC and a recap of the services installed on the completion notice.
- 3) ALECs cannot access or make changes to pending orders. We request that BellSouth provide the capability to change pending orders at parity with what BellSouth provides itself. Further, please (i) provide the business rules for making changes to existing orders; (ii) the circumstances that will cause due dates to be changed on a pending order when a change is submitted; and (iii) a detailed description of the process used to make changes to pending orders.
- 4) BellSouth has not provided requesting carriers with the technical specifications of the interfaces. We have requested CGI specifications before and twice BellSouth has provided outdated specifications that are of little use. BellSouth recently has provided another set of CGI specifications that we are now reviewing. Once we have completed our review, we will inform you if further action is necessary.
- 5) Interfaces are not fully electronic or integrated, and require manual intervention. Measures needed to integrate BellSouth's and MCI's systems include (but are not limited to) the following: (i) supplemental orders should be processed mechanically without human intervention; (ii) ordering for complex services should be automated; (iii) ALECs should have systems available that allow ALECs to determine if loops and lines are ISDN capable; (iv) service orders for all unbundled loops, unbundled ports, transport and loop/port combinations should be mechanically generated and should flow through BellSouth's systems without manual intervention; and (v) the percentage of POTS resale orders processed mechanically for ALECs should be increased to equal the percentage of BellSouth POTS orders processed mechanically. Please provide MCI with these capabilities.
- (6) Sufficient capacity to meet demand. MCI concurs with the Commission's conclusion that BellSouth's system lacks sufficient capacity and requests that sufficient capacity be provided.
- (7) Installation intervals not at parity with BellSouth. Performance measures and standards are discussed below.

#### D. Maintenance and repair

The Florida Commission concluded that BellSouth must provide ALECs with the technical specifications of TAFI so that ALECs can integrate their OSS with BellSouth's OSS for maintenance and repair. Order, pp. 94-96, 168-69. Please comply with this requirement.

#### E. Billing

The Commission concluded that BellSouth cannot render accurate bills for resold services. Order, p. 171. Please remedy this problem, or, if it already has been fixed, provide the date on which it was fixed.

Because the Commission dealt with UNE billing issues together with other UNE issues, we will follow suit and deal with those issues under the UNE heading below.

### 2. Interconnection

#### 1. Collocation

The Commission notes that "in Docket No. 960846-TP, we specifically allowed MCI to interconnect with other collocators who are interconnected with BellSouth in the same central office; to purchase unbundled dedicated transport from BellSouth between the collocation facility and MCI's network; to collocate subscriber loop electronics in a BellSouth central office; and to select virtual over physical collocation, where space and other considerations permit." Order, p. 44. Please provide the methods and procedures necessary to perform these functions.

#### 2. Network blockage and End Office Trunking

The Commission required BellSouth to "provide ALECs with more frequent and better data on their traffic over BellSouth's network"; "to demonstrate that any blockages experienced by ALECs are not excessive in comparison to the blockages experienced by BellSouth"; to work together with ALECs to improve intercompany communications; and to "provide data sufficient to show that blockage levels are comparable between BellSouth and ALEC traffic." Order, p. 59. Accordingly, please provide the most recent three months of blockage data on all common trunk groups utilized for ALEC traffic that experienced blockage; for the same three month period, blockage data on all of MCI's interconnection trunk groups from your end offices and tandems to our points of termination that experienced blockage; for the same three month period, blockage data on all ALEC interconnection trunk groups from your end offices and tandems to ALEC points of termination that experienced blockage; and for the same three month period, similar blockage data on all trunks carrying BellSouth local traffic. Please provide the same information on a month-to-month basis going forward.

### 3. Local Tandem Interconnection

The Commission made clear that BellSouth must provide interconnection at its local tandems without requiring a BFR. Order, p. 60. Previously, BellSouth had made inconsistent statements as to whether it would allow such interconnection. Please confirm that BellSouth will permit MCI to interconnect at BellSouth's local tandems, and please provide all information necessary to permit us to do so. Further, please confirm that, once MCI is interconnected at the BellSouth local tandem, MCI's traffic will travel on the same trunk groups as BellSouth's local traffic and that all existing independent telephone company local and EAS traffic routes served by the local tandem will be identified and made available to MCI traffic.

### 3. Unbundled Network Elements

The Commission required BellSouth to provide mechanized billing statements for usage sensitive UNEs in a CABS formatted billing statement. Order, pp. 76-77. Please begin providing UNE bills in a CABS format.

The Commission further required BellSouth to provide access usage detail to requesting carriers. Order, p. 77. As you know, this issue is already the subject of a pending action. In light of the Commission's order, however, we again request that BellSouth provide this information on a going-forward basis and provide the historical data that should have been provided on all UNEs from the time of installation.

### 4. Directory Assistance

The Florida Commission determined that BellSouth is not providing all directory listings to requesting carriers, specifically listings from other local exchange companies. Order, pp. 117, 119. Our agreement provides that "BellSouth shall provide to MCI, to the extent authorized, the residential, business and government subscriber records used by BellSouth to create and maintain its *Directory Assistance Data Base*, in a non-discriminatory manner." Interconnection Agreement, Attachment VIII, § 6.1.6.1. Under the Federal Act, BellSouth not only is authorized but is required to provide the directory listings it has for the customers of other telephone companies. MCI requests that BellSouth provide these listings as required by our agreement.

### 5. Reciprocal Compensation

In its discussion of the reciprocal compensation issue, the Commission acknowledged the dispute that has arisen concerning ISP traffic -- that is whether MCI and other ALECs are entitled to compensation for traffic originating from BellSouth customers and routed to an ALEC's ISP customer. The Commission did not resolve this dispute, although it did express concern over the allegations that BellSouth failed to comply with contractual dispute resolution procedures.



For several months, BellSouth has been withholding funds that should have been paid to MCI in reciprocal compensation for the termination of local traffic. Please pay all amounts due by December 31, 1997 and confirm that BellSouth will pay all amounts due for reciprocal compensation (including amounts due for ISP traffic) in the future.

#### **6. Resale Services**

The Commission addressed the following resale issues, in addition to the OSS issues discussed above:

##### **A. Services not being provided on an a branded or unbranded basis to MCI**

The Commission noted that the *Interconnection Agreement* provides that BellSouth will brand all services at every point of customer contact exclusively as MCI services unless MCI requests that the services be unbranded. Order, pp. 171-72. Please confirm that BellSouth is prepared to provide voice mail, operator services and directory assistance on an MCI branded basis. In this connection, please note compliance with the agreement should not require the use of selective routing, because these calls already are routed to the BellSouth operator platform.

The branding or unbranding requirement of the *Interconnection Agreement* also applies to BellSouth's softdial product known as QuickService. As you know, this product permits a customer whose telephone line has been disconnected to call 911. If the customer dials any other three digits, QuickService provides a recording informing the customer that he or she should call BellSouth or another local service provider. This recording should be unbranded so that there is no reference to BellSouth.

BellSouth also is required to provide its 611 service on an unbranded basis as provided in our *Interconnection Agreement*, but to date has not done so. (See Attachment VIII, § 5.1.14.) MCI requests that BellSouth begin complying with this requirement.

##### **B. Parity in conversions**

The Commission ruled that BellSouth is not providing parity with respect to customer conversions. Order, p. 175. Please rectify this problem.

**7. Performance Measurements**

The Commission found that "BellSouth should provide performance measures that are clearly defined, permit comparison with BellSouth retail operations, and are sufficiently disaggregated to permit meaningful comparison." BellSouth was required to provide statistically valid commercial usage data showing:

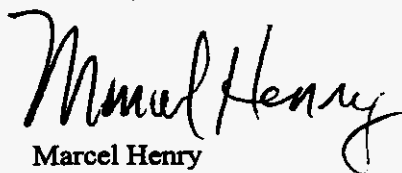
- A. average installation intervals for resale;
- B. average installation intervals for loops;
- C. comparative performance information for unbundled network elements;
- D. service order accuracy and percent flow through;
- E. held orders and provisioning accuracy;
- F. bill quality and accuracy; and
- G. repeat trouble reports for unbundled network elements.

Order, pp. 185-86.

The Commission also required BellSouth to "provide the necessary historical data to facilitate the establishment of initial benchmarks" that "should, at a minimum, address all of the functions listed in the LCUG." Order, p. 185. Please begin providing the performance measures and standards information required by the Commission. We request that BellSouth disaggregate this information in accordance with the LCUG Service Quality Measures report, including geographic disaggregation by state, city and wire center. In addition, we request that BellSouth provide the performance measures and standards information required by the Interconnection Agreement in a mutually agreed upon format.

We look forward to your response specifying how BellSouth plans to address these concerns, must be resolved in order for MCI to enter the local market in an effective manner.

Sincerely,



Marcel Henry

MLH/mle



BellSouth Telecommunications, Inc. 404 827-7020  
Suite 4511 Fax 404 521-2311  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

Mark L. Feidler  
President - Interconnection Services

January 8, 1998

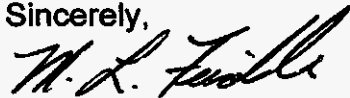
Marcel Henry  
Regional Vice President  
MCI Southern Financial Operations  
Three Ravinia Drive  
Atlanta, GA 30346

Dear Mr. Henry:

This is to acknowledge receipt of your December 24, 1997, letter concerning BellSouth's provision of local service capabilities to MCI. As you are well aware, BellSouth has clearly stated its position to most, if not all, of the issues you raise in your letter in various proceedings before the FCC and various state commissions, e.g., the recent OSS Workshops in Georgia and Alabama. For your convenience, however, BellSouth will provide you with a point by point response to your letter on or before January 31, 1998.

Finally, BellSouth strongly disagrees with MCI's assertion that BellSouth's position on any of the issues raised in your letter have any effect whatsoever on MCI's ability to enter the local market.

Sincerely,



Mark Feidler



W. Scott Schaefer  
President Interconnection Services  
Suite 4511  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

February 11, 1998

Marcel Henry  
Regional Vice President  
Southern Financial Operations  
Two Northwinds Center - 5th Floor  
2520 Northwinds Parkway  
Alpharetta, GA 30004

Dear Mr. Henry:

This is a follow-up to Mark Feidler's January 8, 1998 letter in which he stated that BellSouth would provide a point-by-point response to the issues raised in your December 24, 1997 letter. As he mentioned in his initial response, BellSouth strongly disagrees with MCI's assertion that BellSouth's position on these issues in any way affects MCI's entry into the local market.

BellSouth's response to each of the issues raised in your letter are set forth below. Please note, however, that by responding to the issues as posed, BellSouth is not consenting to MCI's characterization of the November 19, 1997 Order of the Florida Public Service Commission in BellSouth's Section 271 proceeding (the "Florida Order").

BellSouth strongly disagrees with MCI's characterization that BellSouth's electronic interface product line contains deficiencies. The electronic interfaces were developed and implemented pursuant to BellSouth's contractual obligations, existing industry standards, the technical capabilities then available to BellSouth. BellSouth is proud of the development it has done in this area.

**Issue 1 OSS:**

**A. General Requirements**

BellSouth has provided access to the ordering, pre-ordering, and repair databases required by the Florida Commission in the MCI's arbitration proceeding and has met the requirements imposed by the Interconnection Agreement. Therefore, there is no legal obligation to comply with the overly broad and burdensome request stated in MCI's December 24, 1997 letter. The obligation regarding access to BellSouth's operating support systems through electronic interfaces is found in Attachment VII, Section 2.1.1.1. BellSouth is in compliance with that section. BellSouth is continually planning, as standards become available, upgrades, refinements and additions to its electronic interface product line. Both the API/Corba gateway and EDI/SSL3 interface have been conditionally recommended by the ECIC with an indication that API/Corba will be the long-term recommendation. BellSouth is advancing in its development of API/Corba and would be delighted to discuss its plans with MCI.

**B. Pre-ordering**

**1) LENS requires multiple address validations for the same fields in different screens**

This is not the case in the firm order mode. Address validation is a necessary input for other pre-ordering functions and can be accomplished in a matter of seconds. For example, the list of telephone numbers that can be offered to a particular customer is driven by the set of available numbers in the central office serving that customer's address, which is determined during the course of address validation. The inquiry mode includes address validation for telephone number selection, product and service availability, and due date information, because associating a central office with an address is a prerequisite for each of these functions, and in the inquiry mode, each of these functions can be performed independently. This does not have a negative impact on the CLECs' ability to obtain pre-ordering information; rather, it allows CLECs to choose which particular pre-ordering functions they desire without having to go through all available options.

In a continuing effort to be responsive to CLECs' requests and suggestions, BellSouth, as of February 2, 1998, provided a modified inquiry mode that eliminates multiple address validations.

With respect to your request for a download of the RSAG database, BellSouth disagrees with MCI's assertion that the BellSouth-MCI Interconnection Agreement entitles MCI to a download of RSAG. MCI is entitled to electronic access to the RSAG database and BellSouth provides that access via LENS. BellSouth will provide access through the API gateway when API becomes available. BellSouth provided a proposal to MCI for extracts of the RSAG on a daily basis for a fee. MCI rejected that proposal and raised this issue in a complaint to the Georgia PSC. This issue is now being addressed in that proceeding for the Georgia Interconnection Agreement.

**2) No on-line customer credit checking capability and limited availability of customer service records**

BellSouth currently meets all contractual obligations regarding access to customer service records including credit history. The obligation regarding credit history is contained in Attachment VIII of the Interconnection Agreement.

EC-Lite and LENS provide CLECs with on-line access to view and print customer service record information in substantially the same time and manner as BellSouth retail service representatives. The CLEC can obtain, via the EC-Lite and LENS pre-ordering interfaces, Customer Service Record (CSR) information. Using this capability and with the same condition regarding page limitations as experienced by BellSouth retail operations, the CLEC can obtain account information on-line for customers. The LCSC will continue its customer support function of providing account information where conditions impose page limitations.

**3) BellSouth can reserve more telephone numbers than ALEC's**

The 100 telephone number limit was removed effective January 15, 1998.

**4) Cumbersome and insufficient methods of locating long distance company, and product and service information selected by customer.**

The Local Exchange Ordering Implementation Guide contains the required products and services USOCs/ordering codes and valid combinations that constitute business rules. Additionally, BellSouth is providing interested CLECs an electronic copy of the extensive edits used by SOCS. Further, effective January 20th, CLECs can access via the internet the entire non-proprietary list of USOCs. PIC codes are shown randomly per a regulatory equal access requirement.

5) LENS does not provide access to calculated due dates in the inquiry mode

The use of the due date calendar in the inquiry mode is in compliance with BellSouth's contractual and parity obligations.

LENS calculates a due date as part of a firm order, which is the same situation in which BellSouth's retail systems actually calculate a due date. The installation calendar tables used to calculate the due date are shown in the inquiry mode as well. The installation calendar also is accessed separately by BellSouth's retail service representatives to respond to retail customer inquiries.

C. Ordering and Provisioning

1) EDI does not have electronic edit capability at parity with BellSouth's RNS and DOE systems.

BellSouth will handle all rejects mechanically by March, 1998. This capability will be based on BellSouth requirements developed in advance of the national standards. BellSouth can currently perform 68% of all mechanized rejects as of November, 1997.

2) No order summary screen exists in EDI as in RNS

BellSouth does make a summary screen available in EDI.

3) ALECs cannot access or make changes to pending orders.

CLECs currently have the capability to do a single "C" (change) order. As of January 30, 1998, the extensive SOER edits were distributed on disk, and copies of the LEO and LESOG edits were given to the CLECs.

CLECs can submit supplemental orders, or changes to pending orders, via the 860 transaction. Currently, 860s are handled manually in substantially the same time and manner as 860s are handled for BellSouth's retail customers. As of March 16, 1998, 860s will be handled mechanically.

4) BellSouth has not provided requesting carriers with the technical specifications of the interfaces

To the best of BellSouth's knowledge and belief, BellSouth has, to date, provided MCI with all technical specifications for requested interfaces. As MCI indicated, BellSouth provided MCI the updated CGI specification on December 15, 1997. Apparently, these are still under review by MCI.

5) Interfaces are not fully electronic or integrated, and require manual interventions

(i) As stated previously, BellSouth has met the contractual obligations regarding electronic interfaces as set forth in Attachment VIII. MCI requested supplemental orders be processed mechanically and EDI can process supplemental orders mechanically.

(ii) With respect to your request for the automation of ordering complex services, that is an Ordering and Billing Forum (OBF) issue. BellSouth does not have the capability for mechanical ordering of complex services itself. There are no industry standard for MCI's request. MCI can take this issue to the OBF for resolution.

(iii) BellSouth currently does not determine if a loop or line is Basic Rate ISDN capable prior to issuing a service order. BellSouth makes the determination on BRISDN compatibility after the service order is received. If a loop or line is not compatible the order drops out and will be evaluated by the local outside engineering plant district. Normal service order coordination occurs subsequent to this.

(iv) BellSouth does offer mechanized ordering and mechanized order generation for loops and ports. BellSouth is progressing on the development of the necessary ordering and provisioning capabilities for loop/port combinations in accordance with applicable state regulatory requirements and the terms of the interconnection agreement with MCI. However, there is no industry standard available.

(v) As for the mechanical processing of POTS resale orders, BellSouth has submitted evidence in OSS and Performance Measurements affidavits and exhibits filed with PSCs and the FCC demonstrating that CLECs can achieve flow-through rates exceeding 95% - if they use the systems correctly. This success rate is dependent on how well the CLEC's service representatives are trained.

6) Sufficient capacity to meet demand

The capacity requirements for BellSouth's interfaces were established by incorporating CLECs' forecasts in BellSouth's aggregated forecasts. The aggregate forecast was then used to set the capacity requirements for the interfaces. BellSouth also has undertaken capacity testing to insure that the interfaces are capable of supporting the planned volumes. This testing process has been documented in several different venues, including the recent Section 271 FCC filings for South Carolina and Louisiana. BellSouth has the capacity to handle pre-ordering transactions for more than 10,000 orders per day, and has appropriate capacity plans in place to increase capacity as the CLECs' volume increases. At present, however, there is significant excess capacity, as the highest individual day's electronic pre-ordering and ordering volume for 1997 reached approximately 3,300 orders, with associated pre-ordering transactions, which is only one-third of the initial capacity for which BellSouth planned and has tested.

7) Installation intervals not at parity with BellSouth

BellSouth responds to this issue in Issue No. 7 below.

D. Maintenance and repair

The TAFI specifications were sent to MCI again on January 30, 1998.

E. Billing

BellSouth is currently billing the appropriate resale discount rates for MCI. This capability was implemented in Florida on September 20, 1997. In addition, BellSouth implemented the discounting of nonrecurring charges in Florida on September 11, 1997.

## Issue 2 Interconnection:

### 1. Collocation

You have requested the methods and procedures necessary to interconnect with other collocators who are interconnected with BellSouth in the same central office; to purchase unbundled dedicated transport from BellSouth between the collocation facility and MCI's network; to collocate subscriber loop electronics in a BellSouth central office; and to select virtual over physical collocation, where space and other considerations permit.

The requested procedures have already been made available to MCI. The procedures to purchase unbundled dedicated transport between the collocation facility and MCI's network reside in the Local Exchange Ordering (LEO) Implementation Guide which is on the BellSouth website, and in the BellSouth Collocation Handbook. BellSouth has always permitted the placement of digital loop carrier (DLC) equipment as part of a collocation arrangement given that specific DLC is considered transmission equipment. BellSouth offers CLECs both virtual and physical collocation.

### 2. Network blockage and End Office Trunking

BellSouth responds to this issue in Issue No. 7 below.

### 3. Local Tandem Interconnection

Consistent with the Florida Order and the BellSouth-MCI Interconnection Agreement, BellSouth will allow a CLEC to interconnect with BellSouth at a local tandem. MCI's issue, and the issue not addressed by the contract, is whether BellSouth will terminate MCI's traffic to an independent telephone company or another CLEC at the local tandem.

## Issue 3 Unbundled Network Elements

There are no national standards for record layouts and data elements for billing UNEs in a CABS Billing Data Tape (BDT) format. However, BellSouth will implement an interim process during April, 1998 to provide a CABS formatted UNE bill.

Although national standards for this UNE billing do not exist, BellSouth is nevertheless prepared to meet the needs of its CLEC customers. In addition, BellSouth will work cooperatively with the CLEC industry to develop the national standards through the OBF, and pursue other means of providing to all CLECs billing data that is useful.

BellSouth has the capability to provide the interstate access records to CLECs to enable them to bill interexchange carriers for the provision of interstate access. As stated on page 74 of the Florida Order, this file is provided to "requesting CLECs". BellSouth requires contract provisions (either in the form of the Access Daily Usage File (ADUF) contract or as part of or an amendment to the existing interconnection agreement) before the ADUF will be provided.

With the files that have been generated through this process thus far, according to BellSouth's knowledge and belief, MCI has had no interstate access records that would have been provided for December, 1997, or January, 1998.

#### Issue 4 Directory Assistance

As you indicated, the BellSouth-MCI Interconnection Agreement states: "BellSouth shall provide to MCI, to the extent authorized, the residential, business and government subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non-discriminatory manner." Attachment VIII, Section 6.1.6.1. The words "to the extent authorized" were not in the original language initially proposed by MCI. Rather, they were proposed by BellSouth, and agreed to by MCI, in recognition of the fact that certain agreements with CLECs and independent telephone companies restrict BellSouth's ability to provide this information to MCI.

BellSouth has not changed its position and believes that MCI should honor its contractual obligation.

#### Issue 5 Reciprocal Compensation

On January 23, 1998, BellSouth sent to MCI via overnight delivery checks totaling \$665,569.91 representing the amount claimed due for the termination of intraLATA minutes and local reciprocal compensation less the amount representing Internet Service Provider (ISP) traffic. BellSouth and MCI agreed to an additional amount of \$199,012.61, which is associated with the usage cap under the agreement that was in effect until May, 1997.

With respect to your request that BellSouth will in the future pay for ISP traffic, BellSouth's position has been made clear on this point time and time again. Internet-bound traffic is not local traffic and is therefore not eligible for reciprocal compensation. BellSouth's position has not changed.

#### Issue 6 Resale Services

##### A. Services not being provided on a branded or unbranded basis to MCI

##### Voice Mail

BellSouth voluntarily agreed to offer to CLECs the ability to resell BellSouth's MemoryCall® service, even though this service is not a telecommunications service. BellSouth agreed to do so but did not agree to change the service offering. BellSouth is willing to discuss and assess the development of a MemoryCall® service to include MCI custom branding.

##### Operator Services and Directory Assistance

BellSouth is prepared to provide operator services and directory assistance on an MCI branded basis. The interconnection agreement in Attachment VIII does, however, require selective routing.

##### QUICKService

BellSouth is currently in the process of changing its present QUICKService recording to:

"You can only dial '911' from this line. To reach BellSouth or another local service provider, you must call from another location."

Due to the number of BellSouth's main central offices affected by this change (approximately 800), BellSouth estimates that, barring any unforeseen obstacles, the change will be completed by February 27, 1998. BellSouth is providing QUICKService on a competitively neutral basis. Competitive neutrality does not mean BellSouth is restricted from mentioning itself on its QUICKService recording. BellSouth's QUICKService recording strikes a balance by stating that other local service providers are available while continuing to allow BellSouth an opportunity to market its services provided through its own facilities.

#### 611 Service

BellSouth will attempt to work with MCI in reaching a mutually acceptable resolution of this issue.

#### B. Parity in conversions

BellSouth believes it is in compliance with "switched-as-is" customer conversions. The due date for MCI customers is calculated in the same manner as the due date for BellSouth's own retail customers.

### Issue 7 Performance Measurements

MCI stated that BellSouth was required to provide statistically valid commercial usage data showing:

- A. average installation intervals for resale;
- B. average installation intervals for loops;
- C. comparative performance information for unbundled network elements;
- D. service order accuracy and percent flow through;
- E. field orders and provisioning accuracy;
- F. bill quality and accuracy; and
- G. repeat trouble reports for unbundled network elements.

The seven specific items (A-G) above will be provided as part of a larger set of service quality measurements currently under development by BellSouth. These forthcoming measurements are in response to the recent requirements set forth by the Georgia Public Service Commission in Docket No. 7892-U and will meet and/or exceed the needs of all BellSouth's GLEC customers, including MCI. These measurements will provide a standard basis for comparison across the region. A complete list of the standard data to be collected and reported is set forth in the table below. BellSouth expects to have this regional data available in report format by the end of March, 1998.

The BellSouth MCI account team is currently working with representatives from MCI to develop a methodology for reporting Performance Measurements as called for in the Florida Interconnection Agreement.



**Standard CLEC/ILEC Measurements:**

<b>CATEGORY</b>	<b>FUNCTION</b>
Pre-Ordering	<ol style="list-style-type: none"> <li>1. Average Response Interval</li> <li>2. OSS Interface Availability</li> </ol>
Ordering	<ol style="list-style-type: none"> <li>1. Firm Order Confirmation Timeliness</li> <li>2. Reject Interval</li> <li>3. Percent Rejected Service Requests</li> <li>4. Percent Flow-through Service Requests</li> <li>5. Total Service Order Cycle Time</li> <li>6. Service Request Submissions per Request</li> <li>7. Speed of Answer in Ordering Center</li> </ol>
Provisioning	<p>Order Completion Intervals</p> <ol style="list-style-type: none"> <li>1. Average Completion Interval</li> <li>2. Order Completion Interval Distribution</li> </ol> <p>Held Orders</p> <ol style="list-style-type: none"> <li>3. Mean Held Order Interval</li> </ol> <p>Installation Timeliness, Quality &amp; Accuracy</p> <ol style="list-style-type: none"> <li>4. Percent Missed Installation Appointments</li> <li>5. Percent Provisioning Troubles within 30 days</li> <li>6. Percent Order Accuracy</li> </ol>
Maintenance & Repair	<ol style="list-style-type: none"> <li>1. Customer Trouble Report Rate</li> <li>2. Missed Repair Appointments</li> </ol> <p>Quality of Repair &amp; Time to Restore</p> <ol style="list-style-type: none"> <li>3. Out of Service &gt; 24 Hours</li> <li>4. Percent Repeat Troubles within 30 days</li> <li>5. Maintenance Average Duration</li> <li>6. Average Answer Time - Repair Center</li> </ol>
Billing	<p>Invoice Accuracy &amp; Timeliness</p> <ol style="list-style-type: none"> <li>1. Invoice Accuracy</li> <li>2. Mean Time to Deliver Invoices</li> </ol>
Operator Services and Directory Assistance	<p>Directory Assistance</p> <ol style="list-style-type: none"> <li>1. Average Speed to Answer</li> <li>2. Mean Time to Answer</li> </ol> <p>Operator Services</p> <ol style="list-style-type: none"> <li>3. Average Speed to Answer</li> <li>4. Mean Time to Answer</li> </ol>
E911	<ol style="list-style-type: none"> <li>1. Timeliness</li> <li>2. Accuracy</li> </ol>
Trunking	<ol style="list-style-type: none"> <li>1. CLEC Trunk Group Service Report</li> <li>2. BellSouth CTTG Blocking Report</li> <li>3. Local Network Trunk Group Service Report</li> <li>4. BellSouth Local Network Blocking Report</li> </ol>

**Other:**

1. BST will provide state level reports only.
2. These quality measurement reports are designed to meet the requirements of the Interconnection Agreement and will be delivered in either electronic or printed format to the CLEC(s).

I trust the above answers the issues raised in your letter. BellSouth, as it has consistently done in the past, is prepared to discuss any and all issues with MCI. To the extent you have any further questions or comments regarding BellSouth's policies or issues concerning implementation of the MCI/BellSouth Interconnection Agreement, your BellSouth Account Team Representative can assist you.

Sincerely,



Scott Schaefer



**MCI Telecomm. Corporation**

Three Ravinia Drive  
Atlanta, GA 30346  
770 280 7840  
Fax 770 280 7849  
Internet: 2161607@MCIEmail.Com

**Marcel Henry**  
Regional Vice President  
Southern Financial Operations

September 18, 1997

Mr. Joe Baker, Vice President – Sales  
Interconnection Services  
BellSouth Telecommunications, Inc.  
Suite 4423  
675 West Peachtree Street  
Atlanta, Georgia 30375

Dear Joe:

This is a follow-up to our breakfast meeting on August 29th. These are issues that have been brought to my attention that have yet to be resolved. As a result, I am asking for BellSouth executive involvement (yours specifically) to get these issues resolved.

- 1) CARE Processing
- 2) Regional Street Address Guide
- 3) EDI Transactions (Jeopardies/Rejects/Loss Notification)

In the case of the first two items, BellSouth states that it is not obligated to provide the service. However, while not addressing this claim, I would note that the absence of these items affects our ability to either process orders or keep accurate records. In either case lack of a workable solution will create more work for both companies in the form of longer order processing intervals and/or manual processing.

Regarding the last item: I do not understand why BellSouth would provide notification of jeopardies, rejects, or losses via fax. It is an inefficient way to do business, especially when electronic communications exist between our two companies.

In my opinion, the resolution of these issues should be based on what makes good business sense, rather than taking the stance that it doesn't get done unless BellSouth is ordered to do so. This is particularly true in cases, such as these three, where BellSouth has the ability to provide what MCI is requesting, and where MCI's requests advance the goal of true competition in the local exchange market. I trust that in your review you will agree and your involvement will bring these issues to closure.

Please call me if you have any questions about these issues. I have additional details if needed.

Regards,

Marcel Henry

MH/mle  
Sfo07971tr

EXHIBIT D

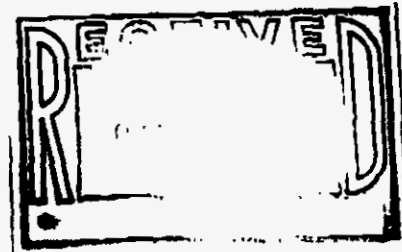


BellSouth Interconnection Services 770 492-7510  
Suite 420 Fax 770 621-0632  
1960 West Exchange Place MCI ID 361-2846  
Tucker, Georgia 30084

Pam Lee  
Sales Assistant Vice President  
MCI Account Team

October 10, 1997

Mr. Marcel Henry  
Regional Vice President  
Southern Financial Operations  
MCI Telecommunications, Inc.  
Three Ravinia Drive  
Atlanta, Georgia 30346



Dear Marcel:

This is in response to your September 18, 1997, letter to Joe Baker regarding the three issues you asked him to review and to assist in a resolution for each issue. We value our relationship with MCI and are continuously striving to meet your needs whenever and wherever we can. However, we are not always able to meet MCI's requests in the specific manner requested. Unfortunately, with the exception of our plans for handling rejects through EDI, this is the case with the issues you have brought to our attention. The following is a summary of BellSouth's position on each of the three issues:

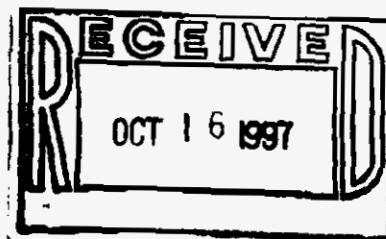
1) CARE Processing:

Our position is still the same as that described in the September 19, 1997, email from Kim Uhles of BellSouth to Phyllis Maslia of MCI and the July, 1997, letter from Susan Arrington of BellSouth to Helen Arthur of MCI. BellSouth has not yet established a process for advising CLECs when their customers change their PIC. However, BellSouth will work with MCI to document your requirements and develop a time and price estimate to deliver this enhancement if you desire.

2) Regional Street Address Guide (RSAG):

BellSouth is open to working with MCI to understand the information that MCI needs out of RSAG and to develop the time and costs required to develop this enhancement.

EXHIBIT E



3) EDI Transactions:

\* **Jeopardies:** As explained verbally to MCI on several occasions, BellSouth's position is generally to adhere to national standards for EDI. To date, national standards have not been established for jeopardies.

\* **Rejects:** This will be addressed in Release 2.0 as part of our upgrade to TCIF Issue 7, which is tentatively scheduled for January 30, 1998.

\* **Loss Notification:** As described in Cliff Bowers', BellSouth, August 8, 1997, letter to Helen Arthur, MCI, BellSouth does not have the capability at this time to offer the EDI 836 transaction set for loss notification nor does BellSouth have plans to develop that capability. However, BellSouth will work with MCI to document your requirements and to develop a time and price estimate to deliver this enhancement if you desire.

Although we are unable to commit to addressing all of the issues in the manner MCI originally requested, BellSouth's Account Team and Product Team representatives met on September 30, 1997, with Bryan Green, MCI, and members of his staff to discuss these issues as well as other topics. In the meeting both companies agreed to investigate and seek other mutually satisfactory means of addressing each issue. I will keep you informed as to our progress, and in the meantime, please let me know if you have any questions or need additional information.

Sincerely,

*Patricia K. Lee*



**MCI Telecommunications Corporation**

780 Johnson Ferry Road  
Suite 500  
Atlanta, GA 30342  
404 267 5727

January 28, 1998

**Ms. Pam Lee**  
BellSouth Interconnection services  
1960 West Exchange Place  
Tucker, GA 30084

**Re: Late Firm Order Confirmations**

**Dear Pam:**

I am writing concerning the excessive time periods associated with "returned FOCs" after MCI submits an ASR for local service to BellSouth. On average it is taking in excess of seven days for BellSouth to return a FOC.

MCI's expectations are that BellSouth provide Firm Order Confirmations (FOCs) for each order MCI places for local service. The Florida Interconnection Agreement requires BellSouth to provide FOCs for orders submitted electronically within four (4) hours and for manual orders within twenty-four (24) hours (Attachment VIII, section 2.5.3); the Tennessee Interconnection Agreement requires BellSouth to provide MCI with FOCs within twenty-four (24) hours. It is MCI's expectation that BellSouth will comply. Also, because BellSouth uses the same Operations Support Systems throughout its region, if BellSouth is capable of meeting the time frames for Florida, BellSouth therefore should be capable of meeting these time frames region wide.

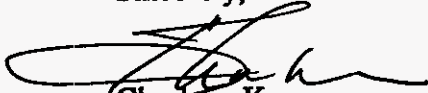
In analyzing the time it takes BellSouth to provide MCI with an FOC for ASRs submitted for OFF-NET T1's we found that BellSouth exceeded the times specified in the Florida contract by a wide margin. During June through December 1997, MCI submitted 1,037 ASRs for which the average return FOC was seven days.

MON.	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
DAYS	3.75	4.02	5.82	8.52	8.18	8.21	7.12

This delay significantly impedes MCI's ability to turn up customers in a reasonable time period. Therefore, MCI requests that BellSouth adopt the Florida FOC Intervals region wide.

Please respond by February 9, 1998, with the steps you are taking to substantially lessen the time it takes BellSouth to provide MCI with FOCs, and to bring BellSouth into compliance with the Florida and Tennessee contracts.

Sincerely,



**Charlene Keys**  
**Director of Carrier Markets**  
**MCI Southern Financial Operations**

cc: **Wally Schmidt**  
**Andri Weathersby**  
**De O'Roark**  
**Jeremy Marcus**

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BellSouth Telecommunications, Inc.  
Room 34591 BellSouth Center  
679 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

May 13, 1997

Mr. Bryan Green  
Senior Manager  
Systems Implementation  
MCI Telecommunications Corp.  
Centurum Building  
780 Johnson Ferry Road  
Atlanta, Georgia 30342

Re: Call Detail for Flat Rate Service - Usage Report

Dear Bryan:

MCI has made several requests to BellSouth to include call detail for flat rate service in the daily usage report to MCI. BellSouth does not extract call detail for flat rate services for its own use at this time. Therefore, if it is essential that MCI obtain this information, please contact your account executive for instructions on using the BellSouth's Bona Fide Request Process to pursue this further.

Sincerely,

*Cathy S. Forbes*

Cathy S. Forbes  
Compliance Manager  
Interconnection Services

cc: Ilene Barnett  
Jerry Hendrix

EXHIBIT G





**MCI Telecommunications  
Corporation**

780 Johnson Ferry Road  
Atlanta, GA 30342  
404 267 5500

August 18, 1997

Ms. Ilene Barnett  
Sales Director  
BellSouth Interconnection Services  
1960 West Exchange Place  
Tucker, GA 30084

Dear Ms. Barnett:

This letter is in response to Cathy Forbes' May 13, 1997 letter to Bryan Green indicating that if MCI wants call detail for flat rate service MCI will need to use the Bona Fide Request Process. MCI and BellSouth have been discussing this subject and now MCI is putting its position in writing.

The MCI metro-BellSouth Interconnection Agreements provide that BellSouth shall provide MCI with copies of detail usage for MCI accounts. No distinction is made between flat rated calls and measured calls. Your insistence on reading measured calls into the contract sections dealing with usage data is inconsistent with the text of the agreements which makes no such distinction.

Specifically, the agreements provide the following in Attachment VIII:

**4.1.1.2 BellSouth shall provide MCI with Recorded Usage Data in accordance with provision of Section 4 of this document.**

**4.1.1.3 BellSouth shall provide MCI with copies of detail usage on MCI accounts. However, following execution of this Agreement, MCI, may submit and BellSouth will accept a PON for a time and cost estimate for development by BellSouth of the capability to provide copies of other detail usage records for completed calls originating from lines purchased by MCI for resale. Recorded Usage Data includes, but is not limited to, the following categories of information:**

**Completed Calls**

**Use of CLASS/LASS/Custom Features (under circumstances where BellSouth records activation's for its own end user billing).  
Calls To Information Providers Reached Via BellSouth Facilities  
And Contracted By BellSouth**

**Calls To Directory Assistance Where BellSouth Provides Such Service To An MCI Subscriber  
Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service To MCI's Local Service Subscriber and usage is billable to an MCI account. For BellSouth-Provided Centrex Service, Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.**

**4.1.1.5 BellSouth shall provide to MCI Recorded Usage Data for MCI subscribers. BellSouth shall not submit other carrier local usage data as part of the MCI Recorded Usage Data.**

**As these sections indicate, BellSouth is required to provide MCI with Recorded Usage Data. Section 4.1.1.3 specifically indicates that Recorded Usage Data includes completed calls. No distinction is made between flat rate and measured calls. Thus, there is no support in the contract for the distinction you have made. Clearly, MCI is entitled to call detail for flat rate as well as for measured service under the terms of the interconnection agreement.**

**BellSouth's continued refusal to provide call detail for flat rate service in its daily usage report to MCI will demonstrate BellSouth's lack of compliance with the explicit terms of the contract. The Bona Fide Request Process is inappropriate and not necessary in this instance.**

**Please confirm that BellSouth will provide MCI with call detail for flat rate service by August 22, 1997. Thank you.**

**Sincerely,**

*Walter J. Schmidt*  
**Walter J. Schmidt**

**cc: Marcel Henry - MCI  
Charlene Keys - MCI  
Daren Moore - MCI  
Bryan Green - MCI  
Jeremy Marcus - MCI  
Joe Baker - BellSouth  
Pam Lee - BellSouth**

**BellSouth Interconnection Services** 770 492-7500  
Suite 420 Fax 770 621-0632  
1960 West Exchange Place  
Tucker, Georgia 30084

MCI Account Team

August 22, 1997

Mr. Walter J. Schmidt  
MCI Telecommunications Corporation  
780 Johnson Ferry Road  
Atlanta, Georgia 30342

Dear Wally,

This letter is in response to your letter dated August 18, 1997 regarding MCI's request for call detail for flat rate service. As stated Cathy Forbe's letter dated May 13, 1997, call detail for flat rate service is not available as part of Recorded Usage Data. BellSouth's system is not set up to provide local call detail.

While Section 4.1.1.3 does set forth specific categories of data that will be included, Section 4.2.1.1 of Attachment VIII further clarifies which types of categories will be provided. Specifically, Section 4.2.1.1 states:

#### 4.2.1.1 Core Billing Information

4.2.1.1. Recorded Usage Data all intraLATA toll and local usage. BellSouth shall provide MCI with unrated EMR records associated with all billable intraLATA toll and local usage which they record on lines purchased by MCI for resale. Any billable Category, Group and/or Record types approved in the future for BellSouth shall be included if they fall within the definition of local service resale. MCI shall be given notification thirty (30) days prior to implementation of a new type, category and/or record.

As this section indicates, BellSouth agrees to provide usage data for billable usage. Local call detail is not a billable category and therefore is not included as usage data to be provided to MCI by BellSouth.

Sincerely,



Ilene M. Barnett

cc: External Response Team  
Pamela Lee