

ORIGINAL

Legal Department

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March 16, 1998

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

Re: Docket No. 980281-TP MCI Complaint

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Answer and Response to Complaint of MCImetro Access Transmission Services, Inc., which we ask that you file in the captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Nancy B. White (KR)

Nancy B. White

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG 1 _____
- LIN 5 _____
- OPC _____
- RCH _____
- SEC 1 _____
- WAS _____
- OTH _____

NBW/vf

cc: All parties of record
A. M. Lombardo
R. G. Beatty
William J. Ellenberg II

RECEIVED & FILED

[Handwritten signature]

DOCUMENT NUMBER-DATE

FPSC BUREAU OF RECORDS 0327 | MAR 16 98

FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
Docket No. 980281-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served
by U.S. Mail this 16th day of March, 1998 to the following:

Beth Keating
Legal Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

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MCI Metro Access Transmission
Services, Inc.
Thomas K. Bond
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Fax. No. (404) 267-5992

Nancy B. White (KR)
Nancy B. White

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of MCImetro Access) Docket No.: 980281-TP
 Transmission Services, Inc. against)
 BellSouth Telecommunications, Inc.)
 For Breach of Approved)
 Interconnection Agreement)
 _____) Filed: March 16, 1998

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
 ANSWER AND RESPONSE TO COMPLAINT OF
 MCIMETRO ACCESS TRANSMISSION SERVICES, INC.**

BellSouth Telecommunications, Inc., ("BellSouth"), hereby files its Answer and Response, pursuant to Rule 1.110, Florida Rules of Civil Procedure and Rules 25-22.037 and 25-22.0375, Florida Administrative Code, to the Complaint of MCImetro Access Transmission Services, Inc. ("MCI"). Notwithstanding MCI's allegations to the contrary, BellSouth has not violated the Telecommunications Act of 1996 ("the Act") . In many instances, the claims asserted by MCI represent nothing more than a transparent attempt to obtain data or information to which it is not entitled under the Act or its Interconnection Agreement. In other instances, MCI's claims involve operational issues that BellSouth has been working diligently and in good faith to resolve in order to facilitate MCI's entry into the local market. The filing of this Complaint will not expedite the resolution of such issues, which raises a serious question about MCI's true motivation in initiating this proceeding. In any event, MCI is not entitled to any of the relief it seeks, and the Commission should dismiss MCI's complaint.

For answers to the specific allegations in the Complaint, BellSouth states as follows:

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 PROC-RECORDS/REPORTING

1. BellSouth is without information sufficient to formulate a response to Paragraph 1 of the Complaint, and, therefore, denies the allegations contained therein.

2. BellSouth admits the allegation of Paragraph 2 of the Complaint.

3. BellSouth admits the allegations of Paragraph 3 of the Complaint, but denies that MCI has stated a claim under the provisions cited.

4. BellSouth denies the allegations of Paragraph 4 of the Complaint, and avers that the terms of Order No. PSC-97-1459-FOF-TL issued on November 16, 1997 speak for themselves.

5. BellSouth denies the allegations of Paragraph 4 of the Complaint, and avers that the terms of Order No. PSC-97-1459-FOF-TL issued on November 16, 1997 speak for themselves.

6. BellSouth admits that the terms of the correspondence of January 8, 1998 speak for themselves and denies the remaining allegations of Paragraph 6 of the Complaint. In addition, BellSouth avers that it did not "refuse to comply" with MCI's December 24, 1998, but advised MCI that BellSouth had clearly and previously stated its position to MCI on the issues raised. Moreover, due to the fact that the December 24, 1997 letter was received during the holiday season, BellSouth was unable to comply with the arbitrary deadline unilaterally demanded by MCI.

7. BellSouth admits that the terms of the February 11, 1998 correspondence speak for themselves and denies the remaining allegations of Paragraph 7 of the

Complaint. In addition, BellSouth avers that 27 issues were required to be addressed in BellSouth's response and that BellSouth was as responsive as possible. MCI, apparently, was anxious to receive the letter as soon as possible in order to attach it to MCI's Complaint.

8. BellSouth denies the allegations of Paragraph 8 of the Complaint and avers that BellSouth has acted diligently and in good faith in implementing the Federal Act and the agreement.

9. BellSouth denies the allegations of Paragraph 9 of the Complaint and avers that it has acted diligently and in good faith in discussing with MCI operational issues, including, but not limited to, those set forth in the Complaint.

10. BellSouth denies the allegations of Paragraph 10 and avers that MCI is not entitled to relief.

COUNT ONE

11. In response to Paragraph 11 of the Complaint, BellSouth incorporates by reference its responses to Paragraphs 1 to 10 of the Complaint as if fully stated herein.

12. BellSouth avers that the cited sections of the Telecommunications Act speak for themselves and denies the remaining allegations of Paragraph 12 of the Complaint.

13. BellSouth avers that the cited provisions of the BellSouth - MCI agreement speak for themselves and denies the remaining allegations of Paragraph 13 of the Complaint.

14. BellSouth avers that it has provided all relevant information in numerous proceedings before this Commission, other State Commissions, and the Federal Communications Commission ("FCC"). The information provided by BellSouth establishes that MCI has access to BellSouth's Operational Support Systems ("OSS") in substantially the same time and manner as BellSouth's retail units. BellSouth denies the remaining allegations of Paragraph 14 of the Complaint.

15. BellSouth avers that it has provided all relevant information in numerous proceedings before this Commission, other State Commissions, and the Federal Communications Commission ("FCC"). The information provided by BellSouth establishes that MCI has access to BellSouth's Operational Support Systems ("OSS") in substantially the same time and manner as BellSouth's retail units. BellSouth denies the remaining allegations of Paragraph 15 of the Complaint.

16. BellSouth avers that the terms of the December 24, 1997 and February 11, 1998 correspondence speak for themselves and denies the remaining allegations of Paragraph 16 of the Complaint.

17. BellSouth denies the allegations of Paragraph 17 of the Complaint and affirmatively asserts that nothing in the Act, Florida Statutes, or the BS - MCI

Interconnection Agreement obligates BellSouth “to permit MCI to inspect BellSouth’s OSS and related databases”, as alleged by MCI.

18. BellSouth denies the allegations in Paragraph 18 of the Complaint and affirmatively asserts that there is no statute or contractual provision that entitles MCI to the technical specifications or layouts of BellSouth’s proprietary internal operating systems or related databases that are beyond the scope of the ALEC’s interfaces to those systems or databases. BellSouth’s obligation is to provide MCI with access to BellSouth’s OSS in substantially the same time and manner as BellSouth’s retail units, an obligation that BellSouth has satisfied.

COUNT TWO

19. BellSouth incorporates by reference its responses to Paragraphs 1 to 18 of the Complaint as if fully stated herein.

20. BellSouth admits that address validation is a key function of the pre-ordering process and the BellSouth’s ordering systems will not electronically process an order with an invalid address. BellSouth also admits that MCI is entitled to access to address validation information contained in BellSouth’s address validation database called the Regional Street Address Guide (“RSAG”). BellSouth affirmatively asserts that MCI has real-time access to RSAG address validation information through LENS, including updates to that information, and, as an alternative, via the Interexchange Carrier Reference Validation service, as MCI was advised in writing by BellSouth on

August 20, 1997. BellSouth also affirmatively asserts that real-time access to RSAG through the EC-LITE interface is presently being tested. BellSouth denies the remaining allegations in Paragraph 20 of the Complaint.

21. BellSouth asserts that the terms of the Interconnection Agreement between BellSouth and MCI speaks for itself, although BellSouth maintains it has complied with the provisions cited by providing MCI with due date intervals and denies the remaining allegations of Paragraph 21 of the Complaint.

22. BellSouth affirmatively asserts that the RSAG database files are extremely voluminous and that, because the database changes so rapidly, a download would be outdated by the time MCI received the downloaded files. BellSouth also affirmatively asserts that BellSouth advised MCI that it was meeting its contractual obligations regarding access to RSAG, but agreed to provide estimates of the time involved in and the price associated with developing the download capabilities requested by MCI. [BellSouth provided that price and MCI rejected it.] BellSouth denies the remaining allegations in Paragraph 22 of the Complaint. BellSouth further denies that the RSAG contains address ranges as MCI has asserted; the RSAG includes specific address information.

23. BellSouth denies that either the 1996 Act, the Florida Statutes, or the BS - MCI Interconnection agreement requires that BellSouth "provide a download of the

RSAG” as alleged by MCI and denies the remaining allegations of Paragraph 23 of the Complaint.

COUNT THREE

24. In response to Paragraph 24 of the Complaint, BellSouth incorporates by reference its responses to Paragraphs 1 to 23 of the Complaint as if fully stated herein.

25. BellSouth admits that access to installation due date information to be provided to a customer is a pre-ordering function, but denies that the 1996 Act, the Ameritech Michigan Decision, or the BS-MCI Interconnection Agreement requires that BellSouth provide access to its “due date calculation function” as asserted by MCI and denies the remaining allegations of Paragraph 25 of the Complaint.

26. BellSouth affirmatively asserts that BellSouth’s Regional Navigation System (“RNS”), calculates a due date based on the information in the order and that MCI has been given the information and access necessary to calculate due dates likewise. BellSouth further asserts that it offers a due date to the customer, but BellSouth does not reserve due dates. BellSouth denies the remaining allegations of paragraph 26 of the Complaint.

27. BellSouth affirmatively asserts that BellSouth’s Local Exchange Navigation Systems (“LENS”) gives MCI the ability to calculate due dates. Moreover, BellSouth has provided MCI with LENS CGI specifications for development of

integrated interfaces. Other alternatives are also available. BellSouth denies the remaining allegations of Paragraph 27 of the Complaint.

28. BellSouth denies the allegations of Paragraph 28 of the Complaint and avers that BellSouth provides due date information to MCI in substantially the same time and matter as it does for itself.

29. BellSouth denies the allegations of Paragraph 29 of the Complaint and avers that BellSouth provides due date information to MCI in substantially the same time and matter as it does for itself.

30. BellSouth admits that it has an OSS system for business orders and denies the remaining allegations of Paragraph 30 of the Complaint.

31. BellSouth affirmatively asserts that the terms of the correspondence between MCI and BellSouth speak for themselves and denies the remaining allegations of Paragraph 31 of the Complaint.

32. BellSouth denies the allegations of Paragraph 32 of the Complaint.

COUNT FOUR

33. In response to Paragraph 33 of the Complaint, BellSouth incorporates by reference its responses to Paragraphs 1 to 32 of the Complaint as if fully stated herein.

34. BellSouth affirmatively asserts that the terms of the Act and the BS - MCI Interconnection Agreement speak for themselves and denies the remaining allegations of Paragraph 34 of the Complaint.

35. BellSouth denies the allegations of Paragraph 35 of the Complaint and affirmatively asserts that BellSouth has provided MCI with LENS CGI specifications for development of integrated interfaces. Other alternatives are also available.

36. BellSouth denies the allegations of Paragraph 36 of the Complaint and affirmatively asserts that, with LENS, MCI may select 12 numbers per session and if EC-LITE is used, may select up to 25 numbers per session. Moreover, the NXX codes associated with each central office are available in the Local Exchange Routing Guide ("LERG") which is available to MCI.

37. BellSouth denies the allegations of Paragraph 37 of the Complaint and avers that the terms of the correspondence between BellSouth and MCI speak for themselves.

38. BellSouth denies the allegations of Paragraph 38 of the Complaint.

COUNT FIVE

39. In response to paragraph 39 of the Complaint, BellSouth incorporates by reference its responses to Paragraphs 1 to 38 of the Complaint as if fully stated herein.

40. BellSouth denies the allegations of Paragraph 40 of the Complaint and affirmatively asserts that BellSouth has provided MCI with access to facilities, services, and USOCs.

41. BellSouth denies the allegations of Paragraph 41 of the Complaint and affirmatively asserts that BellSouth has provided MCI with access to facilities, services, and USOCs.

42. BellSouth denies the allegations of Paragraph 42 of the Complaint and affirmatively asserts that BellSouth has provided MCI with access to facilities, services, and USOCs.

43. BellSouth denies the allegations of Paragraph 43 and affirmatively asserts that the terms of the correspondence between BellSouth and MCI speak for themselves.

44. BellSouth denies the allegations of Paragraph 44 of the Complaint.

COUNT SIX

45. In response to Paragraph 45 of the Complaint, BellSouth incorporates by reference its responses to Paragraphs 1 to 44 of the Complaint as if fully stated herein.

46. BellSouth denies the allegations of Paragraph 46 of the Complaint and avers that it provides MCI access to customer service records ("CSRs") in substantively the same time and manner as BellSouth.

47. BellSouth denies the allegations of Paragraph 47 of the Complaint and avers that it provides MCI access to customer service records ("CSRs") in substantively the same time and manner as BellSouth. Moreover, BellSouth affirmatively asserts that

LENS displays the telephone number, listed name, billing name, billing address, service address, product and service information, and PIC and LPIC information for MCI.

48. BellSouth denies the allegations of Paragraph 48 of the Complaint and avers that it provides MCI access to customer service records (“CSRs”) in substantively the same time and manner as BellSouth. Moreover, BellSouth affirmatively asserts that LENS displays the telephone number, listed name, billing name, billing address, service address, product and service information, and PIC and LPIC information for MCI.

49. BellSouth denies the allegations of Paragraph 49 of the Complaint and avers that the terms of the Act and the BS - MCI Interconnection Agreement speak for themselves. Moreover, BellSouth affirmatively asserts that LENS displays the telephone number, listed name, billing name, billing address, service address, product and service information, and PIC and LPIC information for MCI.

50. BellSouth denies the allegations of Paragraph 50 and avers that the terms of the BS - MCI correspondence speak for themselves.

51. BellSouth denies the allegations of Paragraph 51 of the Complaint.

COUNT SEVEN

52. In response to Paragraph 52 of the Complaint, BellSouth incorporates by reference its responses to Paragraphs 1 to 51 of the Complaint as if fully stated herein.

53. BellSouth avers that the terms of the Interconnection Agreement speak for themselves and denies the remaining allegations of Paragraph 53.

54. BellSouth denies the allegations of Paragraph 54 of the Complaint and avers that BellSouth provides service jeopardy information to MCI in substantially the same time and manner as it does for its retail operations.

55. BellSouth denies the allegations of Paragraph 55 of the Complaint and avers that BellSouth provides service jeopardy information to MCI in substantially the same time and manner as it does for its retail operations.

56. BellSouth denies the allegations of Paragraph 56 of the Complaint and avers that BellSouth provides service jeopardy information to MCI in substantially the same time and manner as it does for its retail operations.

57. BellSouth denies the allegations of Paragraph 57 of the Complaint.

COUNT EIGHT

58. In response to Paragraph 58 of the Complaint, BellSouth incorporates by reference its responses to paragraphs 1 to 57 of the Complaint as if fully stated herein.

59. BellSouth avers that the terms of the BS - MCI Interconnection Agreement speak for themselves and denies the remaining allegations of Paragraph 59 of the Complaint.

60. BellSouth denies the allegations of Paragraph 60 of the Complaint and affirmatively asserts that off-NET TIs are handled as access orders rather than local service orders and are, therefore, not governed by the BS - MCI Interconnection Agreement, but in accordance with the provisions of the access tariff.

61. BellSouth avers that the terms of the BS - MCI correspondence speak for themselves and denies the allegations of Paragraph 61 of the Complaint. BellSouth affirmatively asserts that it responded to MCI by letter dated February 27, 1998 (a copy of which is attached hereto as Exhibit A).

62. BellSouth denies the allegations of Paragraph 62 of the Complaint.

COUNT NINE

63. In response to Paragraph 63 of the Complaint, BellSouth incorporates by reference its responses to paragraphs 1 to 62 of the Complaint as if fully stated herein.

64. BellSouth avers that the terms of the Act and the BS - MCI Interconnection Agreement speak for themselves and denies the remaining allegations of Paragraph 64 of the Complaint.

65. BellSouth avers that the terms of the 271 Order speak for themselves and denies the remaining allegations of Paragraph 65 of the Complaint. BellSouth affirmatively asserts that numerous reports have been produced and filed that demonstrated that blockage levels are comparable between BellSouth to BellSouth offices and BellSouth to ALEC offices.

66. BellSouth avers that the terms of the BS - MCI correspondence speak for themselves and denies the remaining allegations of Paragraph 66 of the Complaint. BellSouth affirmatively asserts that it is developing a proposed set of service quality measurements.

67. BellSouth avers that the terms of the BS - MCI correspondence speak for themselves and denies the remaining allegations of Paragraph 67 of the Complaint. BellSouth affirmatively asserts that the proposed service quality measurements will clearly demonstrate parity of trunking performance.

68. BellSouth denies the allegations of Paragraph 68 of the Complaint.

COUNT TEN

69. In response to Paragraph 69 of the Complaint, BellSouth incorporates by reference its responses to paragraphs 1 to 68 of the Complaint as if fully stated herein.

70. BellSouth avers that the terms of the Act and the BS - MCI Interconnection Agreement speak for themselves and denies the remaining allegations of Paragraph 70 of the Complaint.

71. BellSouth avers that the terms of the BS - MCI correspondence speak for themselves and denies the remaining allegations of Paragraph 71 of the Complaint.

72. BellSouth avers that the terms of the BS - MCI correspondence speak for themselves and denies the remaining allegations of Paragraph 72 of the Complaint. BellSouth affirmatively asserts that MCI may order local tandem interconnection trunking arrangement by the same process used to order local interconnection trunking arrangements. Moreover, BellSouth is in the process of expanding the offering where technically feasible, to allow ALEC terminating traffic to all network service provider end office switches within a local calling area served by a local tandem.

73. BellSouth denies the allegations of Paragraph 73 of the Complaint.

COUNT ELEVEN

74. In response to Paragraph 74 of the Complaint, BellSouth incorporates by reference its responses to paragraphs 1 to 73 of the Complaint as if fully stated herein.

75. BellSouth avers that the terms of the BS - MCI Interconnection Agreement speak for themselves and denies the remaining allegations of Paragraph 75 of the Complaint.

76. BellSouth avers that the terms of the BS - MCI correspondence speak for themselves and denies the remaining allegations of Paragraph 76 of the Complaint. BellSouth affirmatively asserts that BellSouth's systems are not able to provide flat rate service call detail due to the billions of recordings involved. In addition, local flat rate call detail is not billable and BellSouth does not provide this information to itself.

77. BellSouth denies the allegations of Paragraph 77 of the Complaint. BellSouth affirmatively asserts that BellSouth's systems are not able to provide flat rate service call detail due to the billions of recordings involved. In addition, local flat rate call detail is not billable and BellSouth does not provide this information to itself.

78. BellSouth denies the allegations of Paragraph 78 of the Complaint.

COUNT TWELVE

79. In response to Paragraph 79 of the Complaint, BellSouth incorporates by reference its responses to paragraphs 1 to 78 of the Complaint as if fully stated herein.

80. BellSouth denies the allegations of Paragraph 80 of the Complaint and avers that Attachment VIII, Section 6.1.6.1 of the BS - MCI Interconnection Agreement provides that BellSouth will provide such information "to the extent authorized."

81. BellSouth avers that the terms of the Act and the BS - MCI Interconnection Agreement speak for themselves and denies the remaining allegations of Paragraph 81 of the Complaint.

82. BellSouth avers that the terms of the BS - MCI correspondence speak for themselves and denies the remaining allegations of Paragraph 82 of the Complaint.

83. BellSouth denies the allegations of Paragraph 83 of the Complaint.

COUNT THIRTEEN

84. In response to Paragraph 84 of the Complaint, BellSouth incorporates by reference its responses to paragraphs 1 to 83 of the Complaint as if fully stated herein.

85. BellSouth avers that the terms of the BS - MCI Interconnection Agreement speak for themselves and denies the remaining allegations of Paragraph 85 of the Complaint.

86. BellSouth denies the allegations of Paragraph 86 of the Complaint and affirmatively asserts that calls terminated to the Internet Service Providers are interstate, not local.

87. BellSouth avers that the terms of the BS - MCI correspondence speak for themselves and denies the remaining allegations of Paragraph 87 of the Complaint and affirmatively asserts that calls terminated to the Internet Service Providers are interstate, not local.

88. BellSouth denies the allegations of Paragraph 88 of the Complaint.

COUNT FOURTEEN

89. In response to Paragraph 84 of the Complaint, BellSouth incorporates by reference its responses to paragraphs 1 to 83 of the Complaint as if fully stated herein.

90. BellSouth admits the allegations in the first sentence of Paragraph 90 of the Complaint. BellSouth also admits that, through its QuickService or soft dial tone service, a customer calling any three digits other than 911 receives a recording advising the customer to call BellSouth to obtain local telephone service. BellSouth further admits that it is in the process of revising the QuickService Message and denies that BellSouth is not in compliance with the BS - MCI Interconnection Agreement.

91. BellSouth avers that the terms of the BS - MCI Interconnection Agreement speak for themselves and denies the remaining allegations of Paragraph 91 of the Complaint.

92. BellSouth avers that the terms of the BS - MCI correspondence speak for themselves and denies the remaining allegations of Paragraph 92 of the Complaint.

93. BellSouth denies the allegations of Paragraph 93 of the Complaint.

94. BellSouth denies that MCI is entitled to any of the relief sought in the Complaint and affirmatively asserts that the Commission does not have the statutory authority to award the damages or injunctive relief sought by MCI.

95. Any allegations in the Complaint that BellSouth has not admitted are hereby denied.

WHEREFORE, having fully answered, BellSouth respectfully requests that the Complaint of MCImetro Access Transmission Services, Inc., be dismissed.

Respectfully submitted this 16th day of March, 1998.

BELLSOUTH TELECOMMUNICATIONS, INC.

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MCI ID 891-8848

Fern Lee
Sales Assistant Vice President
MCI Account Team

February 27, 1998

Ms. Charlene Keys
Director of Carrier Markets
MCI Telecommunications Corporation
Two Northwinds Pkwy., Suite 800
2820 Northwinds Pkwy.
Alpharetta, GA 30004

Dear Charlene:

This is in response to your letter dated January 26, 1998, regarding receipt of Firm Order Confirmations (FOC) following MCI's submission of an Access Service Request (ASR) to BellSouth for local service. In your letter, you requested a response by February 9, 1998. However, as you are already aware from our conversation, I did not receive the January 28th letter until it was found in my office on February 12, at 5:30 PM. With the understanding that you required a quick response, Steve Harris left you a voice mail on Friday, February 13. This issue was also discussed in our executive meeting on February 17. This letter confirms the discussions that have taken place as a result of your letter.

MCI refers to ASRs submitted for local service to BellSouth. The ASR process is used to order access service, not local service. The Off-Net T1s that MCI is ordering via the ASR process are being handled as access orders and are processed through the Interexchange Carrier Service Center (ICSC) as opposed to the Local Carrier Service Center (LCSC), which handles local service orders. Since the T1s were ordered as access service, the T1s are not governed by the FOC requirements in the Florida and Tennessee Interconnection Agreements as referenced by MCI. The T1 offers are provided in accordance with the access service tariff(s) provisions.

I trust that the above information catches your attention. If you have additional questions, please call me.

Sincerely,

Fern K. Lee
Sales Assistant Vice President

cc: Larry Cost

EXHIBIT A