ORIGINAL

ITC^DELTACOM COMMUNICATIONS, INC.

DIRECT TESTIMONY OF MICHAEL THOMAS

Before the Florida Public Service Commission
Docket No. 990750-TP
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc.
August 16, 1999

NOTE: CONFIDENTIAL EXHIBIT MT-2 IS REDACTED

Q: PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.

A: My name is Michael Thomas. I am Director – Information Services for ITC^DeltaCom Communications, Inc., ("ITC^DeltaCom"), and my business address is 8830 U.S. Hwy 231, Arab, Alabama 35016 .

Q: PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND BACKGROUND.

A: I hold a Bachelor of Electrical Engineering from Auburn University. My responsibilities with ITC^DeltaCom include management and oversight for all information systems resources, electronic interfaces to trading partners and the LAN/WAN infrastructure. I joined ITC^DeltaCom in 1996 as Senior Manager of Information Services Development. I have held various positions in management and software development since 1986.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A: The purpose of my testimony is to describe ITC^DeltaCom's position concerning its requirements for access to BellSouth Telecommunications, Inc.'s ("BST's") Operational Support Systems ("OSS") and related issues.

Q: HAVE ANY OF THE ISSUES ADDRESSED IN YOUR TESTIMONY BEEN RESOLVED?

A: Yes. I believe some of the issues have been resolved. Please refer to Exhibit CJR-1 in Mr. Rozycki's Testimony for a list of the issues that

ITC^DeltaCom believes have been resolved. I have included a discussion of these issues in my Testimony because the parties have not formalized the resolution of these issues.

Q: PLEASE DESCRIBE ITC^DELTACOM'S STATUS WITH BELLSOUTH ON DEVELOPING AND IMPLEMENTING OSS THAT SUPPORT RESALE AND UNBUNDLED NETWORK ELEMENT ("UNE") ORDERS.

A: ITC^DeltaCom has implemented an expensive, customized version of Electronic Data Interchange ("EDI") in order to send electronic orders for unbundled network elements and certain resale services to BellSouth. ITC^DeltaCom implemented the EDI interface based on BellSouth's affirmations that EDI is its nondiscriminatory OSS interface. As of April 1, 1999, ITC^DeltaCom began sending every order that BellSouth would accept via EDI. Unfortunately, 20-25% of the orders that ITC^DeltaCom currently places via EDI are not yet accepted by BellSouth's electronic systems. For instance, EDI does not accept any loop orders that are in a hubbing area. In addition, in areas where permanent local number portability is not available, and an end-user switches to ITC^DeltaCom, ITC^DeltaCom assigns the end-user with an ITC^DeltaCom telephone number. To ensure that the customer continues to receive his or her telephone calls, an intercept message must be placed on the line. However, EDI does not allow an intercept message to initially be placed on the loop order in this scenario. Therefore, the customer may potentially not receive telephone calls. Due to this limitation in EDI,

ITC^DeltaCom is forced to submit such orders via facsimile. Further, of the 75-80% of ITC^DeltaCom's orders that are submitted electronically, 62% of these orders fall out for manual handling by BellSouth. This means that BellSouth's electronic systems are incapable of totally processing approximately 70% of ITC^DeltaCom's orders. As stated above, ITC^DeltaCom developed EDI, the national standard interface, based on BellSouth's affirmations that EDI is its nondiscriminatory interface. To develop a new BellSouth interface at this point would be cost prohibitive and senseless. ITC^DeltaCom has spent many hours and dollars developing the national industry standard EDI interface.

ACCESS TO OSS

Q: IS BELLSOUTH PROVIDING NONDISCRIMINATORY ACCESS TO ITS OSS?

A: No. BellSouth is not providing nondiscriminatory access to its OSS systems and databases. BellSouth is required by the Telecommunications Act of 1996 (the "Act"), Federal Communication Commission ("FCC") Orders, and State Commission Orders to provide nondiscriminatory access to OSS functions. Absent an integrated, fully functional EDI interface, BellSouth cannot provide nondiscriminatory access. For instance, ITC^DeltaCom needs nondiscriminatory access to the pre-ordering information necessary to submit accurate orders to BellSouth. Currently, ITC^DeltaCom uses LENS, a BellSouth proprietary interface, to access pre-ordering information. LENS, however, does not

allow ITC^DeltaCom to integrate pre-ordering information into ITC^DeltaCom's EDI orders. Without such integration, ITC^DeltaCom must re-enter the information from the pre-ordering interface into the EDI ordering interface, which is inefficient, prone to human error, and not at parity with the OSS systems enjoyed by BellSouth. In addressing the importance of incumbent local exchange carriers ("ILECs") providing competing carriers access to the OSS functions of an incumbent LEC, the FCC states:

> ...if competing carriers are unable to perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing for network elements and resale services in substantially the same time and manner that an incumbent can for itself, competing carriers will be severely disadvantaged, if not precluded altogether, from fairly competing. Thus providing nondiscriminatory access to these support systems functions, which would include access to the information such systems contain, is vital to creating opportunities for meaningful competition.[1]

In addition, the FCC states:

> Operations support systems and the information they contain fall squarely within the definition of 'network element' and must be unbundled upon request.[2]

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[1] *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, ¶ 518 (August 8, 1996).
[2] Id. at ¶ 516.

Therefore, ITC^DeltaCom requests that the Commission require BellSouth to provide it with nondiscriminatory access to pre-ordering information. Absent a pre-ordering interface that integrates with EDI, ITC^DeltaCom needs the ability to: (1) parse Customer Service Records ("CSRs"); and (2) electronically receive downloads of the Regional Street Address Guide ("RSAG"). Customer Service Records contain such information as the customer's name, the customer's current products and services and the customer's address. By having the ability to parse the CSR, ITC^DeltaCom can build the CSR information into the EDI order without having to rekey the information. Similarly, an electronic download of the RSAG database, which contains address and facility availability information, will allow ITC^DeltaCom to incorporate this information into ITC^DeltaCom's back office systems to check the validity of the customer's address, just as BellSouth's systems use the RSAG database to check BellSouth's orders. The production of the CSR parsing specifications and the RSAG have already been ordered by the Florida Public Service Commission. The Florida Commission Order is attached as Exhibit MT-1. With this information, ITC^DeltaCom will be able to submit orders with fewer errors to BellSouth, and will further be able to develop a more integrated process, which ultimately means efficiency gains for both parties.

Q: IS BELLSOUTH REQUIRED TO PROVIDE ITC^DELTACOM WITH THE CSR AND RSAG INFORMATION?

A: Yes. The FCC recognized that the systems and personnel deployed by the Bell Operating Companies must be sufficient to provide access to each of the required OSS functions. In addition, the FCC required the Bell Operating Companies ("BOCs") to provide Competitive Local Exchange Carriers ("CLECs") with the assistance and training that CLECs need to use the OSS functions. This assistance included providing CLECs with the technical specifications of the interfaces and legacy systems, so that CLECs can modify and design their own internal OSS to communicate with the BOC's systems.[3] The FCC has further concluded that in order for BOCs to demonstrate nondiscriminatory access to OSS functions, a BOC must "provide the same access to competing carriers that it provides to itself."[4] By requesting the CSR and RSAG information, ITC^DeltaCom is simply asking BellSouth to provide the same access to the OSS information that BellSouth provides to itself.

Q: IS BELLSOUTH REQUIRED TO PROVIDE ITC^DELTACOM WITH MSAG INFORMATION?

A: Yes. As stated above, BellSouth is required to provide ITC^DeltaCom with the same access to OSS functions as it provides to itself, including access to MSAG. In fact, BellSouth provides the MSAG to ITC^DeltaCom today on a monthly basis. ITC^DeltaCom has requested

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[3] *In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In Michigan,* CC Docket No. 97-137, Memorandum Opinion and Order ¶ 136-137 (August 19, 1997).

[4] Id. at ¶ 143

that BellSouth provide updates to the MSAG on a daily basis, because accurate MSAG information is critical to maintaining the 911 database. The Commission should require BellSouth to provide ITC^DeltaCom with the MSAG and subsequent updates on a daily basis.

Q: IS BELLSOUTH REQUIRED TO PROVIDE ORDERING AND PROVISIONING SERVICES THAT ARE EQUAL TO BELLSOUTH, ANY AFFILIATES, SUBSIDIARIES OR CLECS?

A: Yes. The Act, as well as FCC and State Commission Orders have required BellSouth to provide ordering and provisioning services to CLECs at parity with itself, and its subsidiaries and affiliates. ITC^DeltaCom believes that this requirement stands without any qualifications. Without nondiscriminatory access and parity of service, CLECs, like ITC^DeltaCom, are severely disadvantaged when competing against BellSouth. According to BellSouth, it only has to provide equal services when it is technically feasible for it to do so.

This essentially would allow BellSouth to pick and choose at its own discretion whether it was "technically feasible" to provide ordering and provisioning services at parity to that which it provides itself, and its affiliates and subsidiaries. Exhibit MT-2 of my testimony marked confidential and proprietary shows the resale ordering and provisioning intervals that ITC^DeltaCom has experienced for the past six months. This Exhibit clearly shows that ITC^DeltaCom has not received ordering and provisioning services that are equal to BellSouth.

OSS- NOTIFICATION OF CHANGES

Q: IS BELLSOUTH'S MEDIUM OF NOTIFICATION OF REVISIONS AND CHANGES TO ORDERING GUIDES ADEQUATE?

A: No. BellSouth provides carrier notifications on its website on a weekly basis, which provide a generalized description of changes BellSouth has made to the BellSouth ordering guides. It is very difficult to discern from this notification whether a change will affect a system, a business rule or both. This makes it difficult to make the necessary modifications or receive the necessary training prior to the implementation of the change by BellSouth. For these reasons, ITC^DeltaCom, and all CLECs, need advance notice of the changes that will affect systems and business rules via e-mail or other electronic means. Such notice should allow at least 45 days for ITC^DeltaCom, and other CLECs, to receive training or make the necessary changes to their systems. Without such notification, ITC^DeltaCom will continue to expend valuable resources sorting through BellSouth's inefficient notification process. For instance, in March 1999 alone, there were 35 notifications sent by BellSouth on various topics. ITC^DeltaCom had to check all 35 notifications to determine which of these notifications affected systems and which affected business rules. This is an extremely burdensome and time-consuming process because the changes are not broken out by topic. In addition, the BellSouth web page is difficult to navigate, in that there is no central location to see what changes have been made that day. To make the change notification

more efficient, ITC^DeltaCom would like BellSouth to send a list of the changes or revisions electronically to CLECs via e-mail or other electronic means, such as the OSS interfaces. This notification should show the additions or changes made that day, and it should be retained on the web page for thirty days.

Q: PLEASE PROVIDE AN EXAMPLE OF A BUSINESS RULE CHANGE THAT AFFECTED ITC^DELTACOM.

A: As stated above, advanced notification of changes to any OSS interface that would affect ITC^DeltaCom's use of that interface is crucial to ITC^DeltaCom's ability to operate. For example, on February 8, 1999, BellSouth made a change that affected resale orders being processed. Until that date, the BellSouth business rules required the LPIC field to be "NA" in the states of Alabama, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, as defined by BellSouth's LEO error code #3080. However, on this date, BellSouth inexplicably began rejecting all requests that had "NA" in the LPIC field. This caused all of ITC^DeltaCom's resale orders to be rejected. ITC^DeltaCom immediately contacted BellSouth to determine what was causing the orders to be rejected. BellSouth notified ITC^DeltaCom that the orders were rejected because BellSouth had changed the business rule. The "NEW" rule required either the customer's LPIC or the word "NONE" in all states. "NA" was now an invalid entry in the LPIC field. This change required a system change to ITC^DeltaCom's back office systems which could not

be completed until February 12, 1999. Thus, ITC^DeltaCom was unable to place orders for four days. Needless to say, if ITC^DeltaCom had been given prior notice of this rule change, ITC^DeltaCom would have been able to allocate resources to ensure that there was no disruption to the flow of orders to BellSouth. Not only did this disrupt ITC^DeltaCom's internal ordering ability, but it affected ITC^DeltaCom's customers in every state, as their orders were delayed. This is totally unacceptable. In order to ensure that service disruption such as this does not occur, it is imperative that BellSouth be required to provide 45 days advance notice of any business rule and ordering procedure changes to ITC^DeltaCom via an electronic means.

Q: HAS ITC^DELTACOM EXPERIENCED OTHER INCIDENTS WHERE BELLSOUTH FAILED TO PROVIDE ITC^DELTACOM WITH ADVANCE NOTICE OF THE DISCONTINUANCE OR CHANGE TO ANY OSS INTERFACE?

A: Yes. ITC^DeltaCom has experienced other incidents where BellSouth failed to provide ITC^DeltaCom with advance notice of changes which affected ITC^DeltaCom's ability to provide service. On February 22, 1999, BellSouth unilaterally made a change that affected the processing of resale orders. Prior to February 22, 1999, the IMPCON (Implementation Contact) field was an optional field, as defined by Issue 7e (January issue) LEO volume 1, page 101-102. However, on February 22, 1999, BellSouth began rejecting all of ITC^DeltaCom's orders due to

the IMPCON field not being completed. On February 24, 1999, ITC^DeltaCom spoke with BellSouth regarding this issue. Subsequent to that conversation, BellSouth granted ITC^DeltaCom an interim period of two weeks to implement the change. Nevertheless, ITC^DeltaCom experienced two days where all requests were rejected and service could not be ordered. Thus, ITC^DeltaCom was effectively put out of business for six days during the month of February.

In April, BellSouth again made a change which affected ITC^DeltaCom's ability to order services. On April 26, 1999, BellSouth made a change that affected the processing of resale orders. Up until April 26, 1999, the EATN (Existing Account Telephone Number) field was not allowed on Full Migration resale orders for any Account Activity, as defined in Issue 7e (January issue)[5] LEO volume 1, page 132-133. On this date, ITC^DeltaCom began receiving order clarification notices because the EATN field was not completed. ITC^DeltaCom contacted BellSouth regarding this problem on April 28, and again received an interim period of two weeks to allow ITC^DeltaCom to implement the change. Nevertheless, until ITC^DeltaCom contacted BellSouth to determine the cause of the rejected orders, all requests were denied. Such loss of service for days at a time is detrimental to a new entrant's ability to compete. As stated above, BellSouth should be

[5] Issue 7f (March issue) of the LEO volume 1 states that Line Activity of "V" on resale requests, the EATN and ATN fields must be filled out. This note was not added until issue 7f, but it was not documented in the revisions document. The only way we could have known of the change was if we looked at each and every page of Issue 7 e and 7 f, highlighting what had changed. There are over 300 pages in LEO volume 1.

required to post revisions or changes in one central clearly identified location on its web page with an electronic notice e-mailed or electronically transmitted directly to the CLEC.

Q: IF BELLSOUTH DECIDES TO DISCONTINUE AN OSS INTERFACE ALL TOGETHER, SHOULD BELLSOUTH BE REQUIRED TO NOTIFY ITC^DELTACOM IN ADVANCE AND IF THE DISCONTINUANCE HAS A MATERIAL IMPACT ON ITC^DELTACOM, SHOULD THE DISCONTINUANCE DATE BE MUTUALLY AGREED UPON BY THE PARTIES?

A: Yes. If BellSouth decides to discontinue an OSS interface that ITC^DeltaCom is currently utilizing, BellSouth must provide at least 90 days advance notice to ITC^DeltaCom. Advanced notification that allows enough time to seek alternative interfaces is essential in order to ensure that ITC^DeltaCom's ability to operate and meet its customer's needs is not jeopardized. In addition, if the move to a different OSS interface has a material impact on ITC^DeltaCom, the discontinuance date should be set by mutual agreement between the Parties, with contingency work around solutions set in place. Again, this is necessary to ensure that ITC^DeltaCom's business operations are not interrupted and customer orders and service are not impacted.

Q: SHOULD BELLSOUTH MAINTAIN ONE CURRENT AND ONE PREVIOUS VERSION OF THE REVISION OR CHANGE MADE TO OSS?

A: Yes. A mandated date, unilaterally set by BellSouth to migrate to interface changes, puts an undue hardship on small competitive carriers. ITC^DeltaCom does not have the resources that BellSouth has and cannot migrate to newer versions of OSS interfaces in shorter time frames than that provided to BellSouth. Essentially, BellSouth may spend months developing the next version of an interface, but may leave ITC^DeltaCom with a very short period of time to implement the new version. This could have devastating effects on ITC^DeltaCom's ability to provide services to its customers if the current version of the interface is not retained until the upgrade can be completed. By maintaining one previous version of an interface, small CLECs, like ITC^DeltaCom, can secure the resources and perform the necessary testing to complete the migration without major disruptions for ITC^DeltaCom and its customers.

Q: SHOULD BELLSOUTH PROVIDE OSS TRAINING WHEN IT MAKES SUBSTANTIAL CHANGES OR INTRODUCES NEW INTERFACES?

A: Yes. The FCC has required BOCs to provide CLECs with the assistance and training that CLECs need to use the OSS functions.[6] This is

[6] *In the Matter of Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In Michigan,* CC Docket No. 97-137, Memorandum Opinion and Order ¶ 136-137 (August 19, 1997).

important because when BellSouth makes substantial changes or introduces new interfaces, ITC^DeltaCom needs the opportunity to receive the necessary training to understand, develop and implement the new interface specifications. BellSouth provides OSS training today, and in most cases provides ITC^DeltaCom the opportunity to send a limited number of personnel for training at no charge. ITC^DeltaCom simply wants to maintain this training arrangement in the Parties' interconnection agreement.

Q: SHOULD ITC^DELTACOM BE REQUIRED TO FOLLOW BELLSOUTH'S ORDERING GUIDES?

A: ITC^DeltaCom believes that both parties should follow and adhere to the ATIS and OBF business rules for the interfaces that comply with national industry standards. It is important to follow such standards in order to ensure that there are clear guidelines and documentation. Adhering to national industry standards also prevents BellSouth from making unilateral changes to the business rules, which could have a significant impact on ITC^DeltaCom. Nevertheless, with advanced notification of business rule changes which I addressed above, ITC^DeltaCom will agree to follow the BellSouth ordering guides. However, by agreeing to follow the BellSouth ordering guides, ITC^DeltaCom in no way waives the ordering and provisioning procedures set forth in Attachment 6 and the Performance Standards and Guarantees contained in Attachment 10. ITC^DeltaCom believes that the provisions set forth in Attachment 6 and

10 of the contract should control any conflicts which may arise due to changes BellSouth makes to its ordering guides.

Q: SHOULD BELLSOUTH PROVIDE ALL PROVISIONING DATA AND INFORMATION THAT IS AVAILABLE ?

A: Yes. Where available, provisioning data and information should be provided such that ITC^DeltaCom can correctly submit orders to BellSouth. The Firm Order Confirmation ("FOC") should contain appropriate data as defined by the OBF and BellSouth's ordering guides in order for ITC^DeltaCom to track the order in its systems. At a minimum, an FOC should include the due date, purchase order number ("PON"), telephone number, local service request number, service order number, and all other data as defined by the OBF and BellSouth's Ordering Guides. Receiving this information on a FOC is essential in order to accurately track orders placed to BellSouth. The FOC serves as important order coordination and tracking tool.

Q: SHOULD BELLSOUTH PROVIDE ITC^DELTACOM WITH ELECTRONIC NOTIFICATION OF DISCONNECTS AND WIN-BACKS?

A: Yes. ITC^DeltaCom needs timely notification of disconnects and win-backs in order to know how to accurately bill ITC^DeltaCom's customers. If a customer leaves ITC^DeltaCom, and no notice is provided, ITC^DeltaCom will not know to cease billing the customer. This results in the customer being double billed for its local services. Therefore, it is

critical that ITC^DeltaCom receive accurate and timely information from BellSouth. Under the parties existing agreement, BellSouth provides ITC^DeltaCom with a report known as the OUTPLOC report. This report is transmitted electronically to ITC^DeltaCom via Connect:Direct. ITC^DeltaCom requests that the Commission require BellSouth to continue to provide the OUT PLOC report via Connect:Direct to ITC^DeltaCom in the parties' new interconnection agreement.

Q: SHOULD BELLSOUTH PROVIDE A TELEPHONE NUMBER FOR RESOLUTION OF ISSUES RELATED TO OSS INTERFACES WITH A TRAINED STAFF TO ANSWER QUESTIONS?

A: Yes. The Commission should require BellSouth to provide a toll-free telephone number for resolution of issues related to OSS interfaces with trained staff to answer questions. BellSouth has developed proprietary OSS systems and controls changes to business rules. Therefore, only BellSouth, the vendor and manufacturer of that OSS interface knows whether the problem is a result of a change, error or defect on its side of the interface. Without BellSouth's assistance, ITC^DeltaCom may not be able to determine what the problem is or how to correct it, especially if a change was made to a business rule and notification was not provided to ITC^DeltaCom. Further, in most industries, manufacturers offer a toll free number to assist in identifying problems with their product. This is especially true in the software industry, where service agreements require a response to a trouble call within a specified period of time. Without the

ability to contact a trained individual who can identify the problem and/or take corrective action to fix the problem, ITC^DeltaCom may be unable to serve its customers.

Q: SHOULD BELLSOUTH PROVIDE AFTER HOURS ASSISTANCE FOR OSS AND PROVISIONING ORDERS?

A: Yes. Currently BellSouth provides after hours assistance to its retail customers; therefore, to provide parity, BellSouth should be required to provide after hours assistance for OSS and provisioning orders to ITC^DeltaCom. As it exists today, if ITC^DeltaCom has difficulties because of an OSS related problem or a problem with the provisioning of an order, ITC^DeltaCom and its customer must wait until the UNE Center and the Local Carrier Service Center ("LCSC") are open. The LCSC's hours of operation are 8:00a.m. to 5:00p.m., and the UNE Center is open from 8:00a.m. to 5:00p.m. Central Standard Time. This severely limits the ability of ITC^DeltaCom to convert business customers to ITC^DeltaCom service after hours, which is when many customers wish to convert service. For example, when ITC^DeltaCom and BellSouth are engaged in a cutover of a customer from BellSouth to ITC^DeltaCom, the UNE Center technicians must work jointly with ITC^DeltaCom technicians. When a problem is found that needs to be corrected by the LCSC, and it is after 5:00p.m. CST, the cut has to be rescheduled to a later date. This frustrates the customer who wanted the cutover to take place after business hours, and must now make plans to reschedule the

cutover. To make matters worse, in some instances the customer is left without dial tone. This certainly does not foster positive customer relations, nor does it allow ITC^DeltaCom to provide the quality customer experience to which we strive to achieve. Therefore, at a minimum, the LCSC and the UNE Center should have the same extended hours of operation so customers are not caught in the middle. Thus, ITC^DeltaCom requests that the Commission require BellSouth to staff the LCSC and the UNE Center from 6 a.m. to 9 p.m., at a minimum.

REPAIR INTERFACE

Q: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE AN ELECTRONIC INTERFACE FOR RESALE AND UNE REPAIR ISSUES?

A: Yes. BellSouth should be required to provide ITC^DeltaCom with an electronic interface which provides access to BellSouth's maintenance systems and databases in order to allow ITC^DeltaCom's maintenance personnel and customer service representatives to enter a new customer trouble ticket into the BellSouth maintenance system, retrieve and track the current status of ITC^DeltaCom repair tickets with access to the estimated time to repair, initiate a technician dispatch, receive timely notification if a repair technician is unable or anticipates being unable to meet a scheduled repair, retrieve a list of itemized time and material charges at the time of ticket closure, provide test results, and electronically notify ITC^DeltaCom when the trouble is cleared. This information is required in order for ITC^DeltaCom to track the resolution

of its customers' troubles and to be able to inform ITC^DeltaCom customers of the status of their repair. Without this information, ITC^DeltaCom can not provide the level of service which our customers expect us to provide.

Q: DOES THIS CONCLUDE YOUR TESTIMONY?

A: Yes. However, since the parties intend to continue negotiating after the submission of my testimony, I reserve the right to modify and update my testimony in response to issues raised by BellSouth.

EXHIBIT MI-1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of MCI Metro Access Transmission Services, Inc. against BellSouth Telecommunications, Inc. for breach of approved interconnection agreement.	DOCKET NO. 980281-TP ORDER NO. PSC-98-1484-FOF-TP ISSUED: November 5, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

ORDER RESOLVING COMPLAINT ON INTERCONNECTION AGREEMENT COMPLIANCE

APPEARANCES:

RICHARD D. MELSON, Hopping Green Sams and Smith, Post Office Box 6526, Tallahassee, Florida 32304.
On behalf of MCI Metro Access Transmission Services, Inc.

NANCY B. WHITE AND J. PHILLIP CARVER, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301.
On behalf of BellSouth Telecommunications, Inc.

CATHERINE BEDELL, Florida Public Service Commission, Division of Legal Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870.
On behalf of Commission staff.

BY THE COMMISSION:

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I. BACKGROUND

On February 23, 1998, MCI Metro Access Transmission Services, Inc. (MCIm) filed a complaint against BellSouth Telecommunications, Inc. (BST) for alleged violations of the Telecommunications Act of 1996 (Act), and for alleged breaches of the parties' Interconnection Agreement (or agreement) approved by this Commission on June 19, 1997. On March 16, 1998, BST filed its answer and response to MCIm's complaint.

On July 23, 1998, the Commission held a prehearing conference at which the issues in this proceeding were clarified. The parties agreed that, although the wording of the issues include whether BST has violated the Act, the issues truly concern whether BST has complied with the parties' interconnection agreement. Thereafter, the Prehearing Officer issued Order No. PSC-98-1011-PHO-TP on July 27, 1998, explaining the Commission's primary focus in this proceeding is to determine whether the parties are in compliance with the agreement. We conducted an administrative hearing on August 5, 1998.

II. NATIONAL STANDARD INTERFACES

As a preface to our decision on BST's compliance with the Interconnection Agreement, we note that a significant underlying problem in this proceeding concerned the lack of integrated interfaces for ordering and pre-ordering. The record explores the current status of industry standards by the Electronic Communications Interface Committee (ECIC). We believe that once the national standard interface for pre-ordering is developed and integrated with the national standard interface for ordering, many of the alleged inadequacies of the electronic interfaces will be resolved. Therefore, we encourage the parties to work together to expeditiously adopt and implement the national standard interfaces. In the meantime, our decision on MCIm's specific complaints in this proceeding is set forth below.

III. OPERATIONAL SUPPORT SYSTEMS (OSS)

In its complaint, MCIm alleges that BST has failed to provide information on its internal Operational Support Systems (OSS) and related databases which MCIm believes is necessary to judge whether BST is providing OSS to MCIm at parity. It is BST's position that

OSS materials, updates and training have been provided to MCIm consistent with the agreement.

MCIm witness Martinez testified that the parties' agreement requires BST to provide OSS systems to MCIm at parity with what BST provides to itself. He further testified that in order to determine whether parity is being achieved, MCIm must obtain the information concerning the OSS systems and databases that BST uses for its retail customers. According to witness Martinez, without such information, MCIm cannot compare the capabilities of BST's OSS systems with the OSS capabilities that BST has provided to MCIm. MCIm witness Green states that it has requested the information because during OSS presentations at Section 271 proceedings in various states, MCIm discovered that BST's own OSS capabilities "far exceeded the capabilities that BST afforded to ALECs." It is MCIm's position that if it receives information, it will be able to determine the capabilities and information to which it is entitled to under the parity standard.

More specifically, MCIm believes that BST should be required to provide MCIm with a "thorough and systematic disclosure" of BST's OSS systems and databases, including a detailed listing of all OSS systems that BST uses and all technical specifications for each BST system so that MCIm can compare that list to a list of systems that BST provides for MCIm's use. MCIm Witness Green testified that the information should include an explanation of what functions each of the systems performs, how the system performs those functions, what data bases and other systems interact with it, and whether an interface can be built to the system. MCIm Witness Martinez testified that obtaining this information would allow MCIm to determine the functions that BST performs for its own retail operations, and thus MCIm would be able to compare these to the functions available to MCIm. MCIm also requested that BST provide MCIm with a detailed listing of each of the databases that are used by BST's OSS systems, so that MCIm can compare that to the databases already available to MCIm. Finally, MCIm requested a description of each of BST's databases, including a data base layout, so that MCIm can identify the characteristics and information in each database used by BST's OSS.

Witness Martinez acknowledged that none of the provisions of the agreement upon which MCIm relies specifically provides for

MCIm's access to the OSS information requested. Witness Martinez also testified that at the time the agreement was negotiated, MCIm did not envision the need to receive information about BST's OSS systems; however, according to witness Martinez, MCIm decided after the contract was executed that it needed such information in order to ensure that parity existed between the parties' OSS systems. Witness Martinez agreed with BST that MCIm's request for complete information about all of BST's OSS systems is more "a reality check with respect to parity" than information MCIm needs for any services. It is, however, MCIm's position that the OSS disclosure is necessary in order to determine whether the contract is being provisioned at parity.

Both MCIm witness Martinez and BST witness Hendrix agreed, that Part A, Sections 13.1, 13.3, 13.8, are the provisions that require BST to provide parity to MCIm with respect to OSS features, functions and capabilities. Both parties also agree that BST is required under the agreement to provide the OSS features, functions and capabilities to MCIm at a level of quality that is at least equal in quality to that which BST provides to itself or its affiliates. Part A, Section 13.1 provides:

> Except as otherwise provided herein, each party shall perform its obligations hereunder at a performance level no less than the level which it uses for its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

Part A, Section 13.3 provides:

> BellSouth agrees that it will provide to MCIm on a nondiscriminatory basis Unbundled Network Elements and ancillary services as set forth in this Agreement and the operations support systems as set forth in this Agreement. BellSouth further agrees that these services, or their functional components, will contain all the same features, functions and capabilities and be provided at a level of

> quality at least equal to the level which it provides to itself or its Affiliates.

Part A, Section 13.8 provides:

> BellSouth agrees that order entry, provisioning, installation, trouble resolution, maintenance, billing, and service quality with respect to Local Resale will be provided at least as expeditiously as BellSouth provides for itself or for its own retail local service or to others, or to its Affiliates, and that it will provide such services to MCIM in a competitively neutral fashion.

The parties also refer to Attachment VIII, Sections 2.1.1.2, 2.3.1.3, 5.1.1.1, and 5.1.1.2, which set forth additional responsibilities that are required in order for BST to meet its obligations to provide OSS systems at parity with what it provides itself. Although not relied on by either party, Attachment VIII of the agreement also contains several parity provisions. Attachment VIII, Section 2.1.1.2 provides:

> During the term of this Agreement, BellSouth shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCIM to provide at least the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as BellSouth provides itself, its Affiliates, or its own subscribers. BellSouth shall provide MCIM with the same level of ordering and provisioning support as BellSouth provides itself in accordance with standards and performance measurements that are at least equal in quality to the highest level of standards and/or performance measurements that BellSouth uses and/or which are required by law, regulatory agency, or by BellSouth's own

> internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to MCIM under this Agreement.

Attachment VIII, Section 2.3.1.3 provides:

> BellSouth and MCIM shall agree on and implement interim solutions for each interface within thirty (30) days after the Effective Date of this Agreement, unless otherwise specified in Exhibit A of this Attachment. The interim interface(s) shall, at a minimum, provide MCIM the same functionality and level of service as is currently provided by the electronic interfaces used by BellSouth for its own systems, users, or subscribers.

Attachment VIII, Section 5.1.1.1 provides in pertinent part:

> BellSouth shall provide necessary maintenance business process support as well as those technical and systems interfaces required to enable MCIM to provide at least the same level and quality of service for all services for resale, functions, features, capabilities and unbundled elements or combinations of elements as BellSouth provides itself, its subscribers any of its Affiliates or subsidiaries or any other entity...

Attachment VIII, Section 5.1.1.2 provides:

> Until an Electronic Interface is available, BellSouth shall provide access numbers to the state specific TRC (Trouble Reporting Center) based on class of service for MCIM to report

> via telephone maintenance issues and trouble reports twenty-four (24) hours a day and seven (7) days a week.

BST asserts that it has met its obligations to MCIm under the agreement and the Act by providing MCIm with access to BST's OSS in substantially the same time and manner as BST does for itself. BST witness Stacy testified that the parties' agreement does not permit MCIm to "inspect" BST's OSS and related databases. He stated that BST's internal back office systems are proprietary intellectual property "because they contain software which is trade secret information." Witness Stacy further testified that such information includes BST's marketing and sales information. In addition, witness Stacy testified that there is no provision in the agreement that entitles MCIm to the technical specifications or layouts of BST's proprietary internal operating systems or related databases that are beyond the scope of an ALEC's interfaces to those systems or databases. Witness Stacy opined that such disclosure of BST's OSS and related databases would allow MCIm to use BST's existing intellectual property to develop MCIm's own software for free. Witness Stacy further testified that it is up to this Commission, not MCIm, to review BST's systems and determine whether BST is complying with the parity provisions of the agreement.

According to witness Stacy, BST uses over 400 OSS systems, of which 60 or 70 relate to the five traditional OSS functions: pre-ordering, ordering, provisioning, maintenance and repair, and billing. Witness Stacy testified that the OSS systems that do not relate to the five traditional OSS functions support "marketing or functions that have nothing to do with the five specific FCC functions." Witness Stacy further testified that although it is possible to list the functions that each system performs, what databases and systems it interacts with, and whether an interface can be built to it, it would require that BST produce "hundreds of thousands of pages of documentation." Nevertheless, according to witness Stacy, all of the systems supporting the five OSS functions have been made publicly available in a book that BST prepared for the U.S. Department of Justice (DOJ). Witness Stacy stated that the document submitted to the DOJ describes the BST processes for each OSS function and the systems with which those processes interact. According to witness Stacy, BST's OSS systems use

between 1,000 and 5,000 databases, of which several hundred support the five OSS functions.

BST argued that MCIm does not need to know the full scope and functionality of BST's systems to determine whether or not BST is complying with the parity provisions of the interconnection agreement. Witness Stacy testified that MCIm can determine whether or not parity exists through performance measurements, which BST posts on its website. According to witness Stacy, the performance measurements on BST's website provide a comparison of BST's performance for alternative local exchange carriers (ALECs) with BST's retail performance, where retail analogues exist. In addition, all ALECs, including MCIm, can use the Change Control Process to "proactively" request functionality from BST. According to BST, the Change Control Process was established to facilitate a process for BST and ALECs to manage requested changes and enhancements to electronic interfaces. Witness Stacy testified that participating ALECs may submit changes and request enhancements to the electronic interfaces through this process and they vote on the changes and enhancements.

Conclusion

Based on the foregoing, we believe that the system disclosure requested by MCIm is not required and goes beyond the scope of the parties' Interconnection Agreement. Although such disclosure would benefit MCIm, even MCIm admits that the disclosure that it is requesting was not contemplated during the negotiation of the agreement. We do not believe that the agreement contemplated any need for BST to transfer its intellectual property to MCIm "as a reality check" on questions of parity. Accordingly, we deny MCIm's request and determine that BST has provided MCIm with information about BST's OSS and related databases in compliance with the parties' Interconnection Agreement.

IV. REGIONAL STREET ADDRESS GUIDE (RSAG)

In its complaint, MCIm alleges that BST has failed to provide a download of the Regional Street Address Guide (RSAG) database in compliance with the parties' Interconnection Agreement. MCIm requests that BST be ordered to provide a download of the RSAG database and a description of the database. It is BST's position

that it is only required to make RSAG data available through an electronic interface, which it has done through the Local Exchange Navigation System (LENS) and EC-Lite.

BST witness Stacy testified that the RSAG database, sometimes referred to as the Street Address Guide (SAG), is a database containing information that can be used to perform address validations. Witness Stacy also testified that the RSAG database is used to determine by lot number whether a specific street address, by lot number, is valid. In addition, witness Stacy testified that RSAG identifies the serving central office assigned to the address and provides information about the status of available facilities at the particular address. For example, according to witness Stacy, RSAG indicates whether or not Quick Serve, which is discussed in a later portion of this Order, is available at a dwelling unit; however, RSAG does not provide the customer name, because this is a database of addresses and facility availability only.

The parties agree that the controlling provisions of the Interconnection Agreement with regard to RSAG information are Attachment VIII, Sections 2.1.3.1, 2.3.2.5, and the chart on page 93 of the agreement. Attachment VIII, Section 2.1.3.1 provides as follows:

> Within thirty (30) days after the Effective Date of this Agreement, BellSouth shall provide to MCIm the SAG data, or its equivalent, in electronic form. All changes to the SAG shall be made available to MCIM on the same day as the change to the data is made.

In addition, Attachment VIII, Section 2.3.2.5 provides that:

> At MCIM's option, BellSouth will provide MCIM the capability to validate addresses by access to BellSouth's Regional Street Address Guide (RSAG) via dial-up or LAN to WAN access. Implementation time frames will be negotiated between the parties.

Finally, the chart on page 93 of Attachment VIII of the agreement provides that BST will provide all Street Address Guide Information to MCIm on a one-time-only basis via an electronic interface. In addition, the chart provides that BST will provide changes to the Street Address Guide information on the same day as the changes occur via an electronic interface.

MCIm witness Martinez testified that Section 2.1.3.1 refers to BST's providing MCIm with a one-time transfer occurrence of the full complete RSAG data and that Section 2.3.2.5 allows MCIm to have online access to the data. Specifically, witness Martinez opines that the existence of the provision covering online access demonstrates that the parties intended it to confer rights distinct from, and in addition to, the right to an electronic download provided in Section 2.1.3.1.

Further, witness Martinez testified that the chart on page 93 of Attachment VIII of the agreement requires BST to provide MCIm with the RSAG information on a "one-time only" basis and that any changes to the database are to be provided on the same day as the changes occur. Therefore, according to witness Martinez, the agreement requires BST to provide MCIm with a one-time download of RSAG.

As stated above, BST agreed with MCIm on which provisions of the agreement control the RSAG data; however, BST disagreed with MCIm's interpretation of those provisions. BST witness Hendrix testified that providing MCIm with the RSAG information on a one-time basis was to be accomplished through an electronic interface on which the parties were unable to reach an agreement. Witness Hendrix also testified that BST was willing to make the database available to MCIm, but that MCIm had to develop a way to electronically interface with BST's database in order to access the data and reproduce it in whatever manner it deemed appropriate. According to witness Hendrix, MCIm could then update this information on a regular basis through the electronic interface. Witness Hendrix also testified that BST was willing to work with MCIm to develop such a capability for MCIm, if MCIm would be willing to pay for it. Witness Hendrix further stated that Section 2.3.2.5 allows MCIm to access BST's RSAG database via dial-up or LAN to WAN access. According to witness Hendrix, LENS and ICREF

(Interexchange Carrier Reference Validation), which are both available to MCIm, already provide such access to RSAG.

Although MCIm witness Green agreed with BST that LENS and ICREF provide real-time electronic access to RSAG, he argued that these interfaces do not comply with the agreement. According to witness Martinez, section 2.1.3.1 required BST to provide the RSAG data, not access to the RSAG data, within 30 days of the effective date of the agreement, so that MCIm could begin developing its address validation capabilities. Witness Martinez opined that Section 2.3.2.5 of the agreement was negotiated so that MCIm would have an additional way to obtain access to the RSAG data until its address validation capabilities were developed. MCIm witness Green testified that neither LENS nor ICREF provides the RSAG data to MCIm in a manner which allows MCIm to integrate the pre-ordering and ordering functions. Witness Green also testified that LENS and ICREF only provide RSAG information on a "transaction-by-transaction" basis, one address at a time. He further testified that although access via LENS and ICREF allows MCIm to retrieve the address validation information from RSAG, MCIm must then retype this information into MCIm's system, which creates the potential for errors. Witness Green opined that MCIm needs, and is entitled to, a download of the RSAG with periodic updates so that MCIm can build its front-end systems to electronically populate information into its orders, thus integrating the pre-ordering and ordering functions. Further, according to witness Green, with the RSAG download and updates, MCIm could reduce errors and rejected orders by eliminating the need to retype information.

We note that prior to our decision herein regarding the RSAG data download, the Georgia Public Service Commission, in a generic OSS proceeding, ordered BST to provide a download with periodic updates of the RSAG to any requesting ALEC. According to witness Stacy, a download of the entire database was scheduled to be provided to MCIm by the end of September, 1998. Therefore, our ruling on the provision of the database may be moot; however, the Georgia Commission has a separate docket open to determine the cost of providing the RSAG database.

The cost of providing a download of the RSAG database is also at issue in this docket. Both parties agreed that their agreement does not provide a cost for the RSAG data. According to MCIm, if

a price had been anticipated, it would have been included in the parties' agreement. Witness Martinez testified, and BST agreed, that BST provided MCIm with the Metropolitan Street Address Guide (MSAG) database within 30 days of the agreement's effective date at no cost to MCIm. Witness Martinez opined that the RSAG database falls into the same category as the MSAG database and therefore, BST should be required to provide the RSAG at no cost to MCIm.

BST witness Stacy testified that BST provided MCIm with the MSAG database at no cost because that particular database was already in a format that can be downloaded. According to witness Stacy, MSAG was designed for E911 database validation, so that in an emergency an emergency dispatcher can quickly find an address. Further, witness Stacy stated, the MSAG database provides a range of valid house numbers on a street, and therefore is not as precise or voluminous as RSAG which provides individual data for every valid house number on a street. Witness Stacy also testified that it is expensive to develop the capability to download the RSAG for two reasons: (1) BST must write a complex software program to extract the data from twelve different computers and put that information into a single file; and (2) BST must set up a continuous process to extract the updates and transmit them to MCIm. Witness Stacy stated that this would require BST to invest in disk storage space, machine hardware and employees to support the ongoing transmittals to MCIm.

BST witness Hendrix testified that the parties did not discuss the cost of providing the RSAG database to MCIm, because MCIm was to provide the electronic vehicle to gain access to the RSAG database. Witness Hendrix stated that if MCIm wanted BST to develop that capability, then MCIm should make a bona fide request to BST, so that BST could determine the cost. Nevertheless, according to witness Hendrix, in response to MCIm's request for the RSAG database, BST did send MCIm a letter detailing the price to develop and provide the RSAG download to MCIm. The letter, dated December 2, 1997, provides BST's preliminary estimate of the cost to build and maintain the RSAG data delivery system. The costs include $30,000 for the development of the project plan, time lines, and final price, which would count towards the overall price of the project. The letter provides that the total startup cost is $538,030, with a monthly recurring charge of $8,650. The letter

provides that the final price for the project would be within plus or minus 15 percent of the estimate.

In a letter dated December 16, 1997, MCIm rejected this offer and replied that the parties' interconnection agreement entitled MCIm to receive a download of the RSAG at no cost. Witness Green requested that BST comply with the agreement by immediately providing MCIm with the RSAG download.

Conclusion

Upon review of the agreement and the testimony and evidence in this proceeding, we conclude that BST is not in compliance with the Interconnection Agreement. The terms of that agreement require BST to provide MCIm with a download of the RSAG database; however, we believe that the parties should negotiate in good faith the appropriate subset of the database to be provided. This subset should exclude any BST proprietary information, but include at a minimum all of the Florida address validation and facility availability data. In addition, BST shall provide subsequent updates to the RSAG database on the same day as the changes occur. Further, we find no language in the contract that requires MCIm to pay for the RSAG data. Accordingly, we find it appropriate to require BST to provide the RSAG database and updates to MCIm at no cost to MCIm.

V. DUE DATE CALCULATION

It is MCIm's position that BST has failed to meet the parity provisions of the agreement in providing due date calculations for customer service orders. It is BST's position that it has provided MCIm with access to due date information and functions in substantially the same time and manner as BST provides to itself.

Both parties agree that Attachment VIII, Section 2.2.4.3 addresses due dates. That section provides that BST will supply MCIm with due date intervals to be used by MCIm personnel to determine service installation dates. Both parties also agree that BST has provided MCIm with a paper copy of the due date intervals.

MCIm witness Green testified that the due date function is used by customer service representatives to tell a customer when he

or she can expect to have service. Witness Green opined that in order to provide this information accurately to the customer over the phone, the customer service representative must be able to access due date information electronically through an application-to-application interface and then submit an order electronically that is immediately processed by BST. According to witness Green, BST has this capability itself, but has not provided it to MCIm.

Both MCIm witness Green and BST witness Stacy agreed that LENS and EC-Lite do not calculate due dates for unbundled network element (UNE) orders. It is MCIm's position that it relies on a UNE-based entry strategy, and BST has not provided it with any means to electronically calculate due dates for UNE orders. In addition, witness Green testified, BST has failed to provide MCIm with the same due date calculation capabilities under a resale strategy as BST has for itself. According to witness Green, BST relies on the fact that it has provided MCIm with access to the Direct Order Entry Support Application Program (DSAP) database, which is the same database BST uses for generating due date information; however, an ALEC may only access DSAP when an ALEC uses EC-Lite or LENS for ordering. Therefore, witness Green testified, if MCIm were to use LENS in the pre-ordering inquiry mode, MCIm would have to manually calculate a due date. In order to do that MCIm's customer service representatives would have to look at installation intervals, normal working days, days that a particular end office may be closed, compare that information to a calendar, and then calculate the due date. Witness Green stated that by the time MCIm does all that and submits the order, the calculated due date may no longer be available. According to MCIm, it cannot reliably quote this date to its customer using this method.

Witness Green testified that MCIm plans to use the Electronic Data Interface (EDI) for ordering. Thus, since it does not use either EC-Lite or LENS for ordering, MCIm will not have access to BST's due date calculation function. Witness Green opined that when using EDI to place orders, MCIm has no way of gaining calculated due date information in advance of submitting orders to BST. Rather, in order for MCIm to calculate a due date for an UNE order, MCIm must rely upon the paper interval that BST provides to MCIm, and the firm order confirmation (FOC) date that indicates when service is expected to begin. Witness Green testified that in

cases where the paper interval and the FOC dates do not coincide, MCIm must rely on the FOC date.

According to witness Green, BST's Regional Negotiation System (RNS) and Direct Order Entry (DOE) System calculate due dates based on such factors as the availability of BST's work force, and the type and size of the customer's order. Witness Green testified that when the due date is calculated in RNS, the customer service representative sees a calendar that highlights the first available due date in the color green. Witness Green further testified that while BST's systems actually calculate the available due dates, the only dates calculated in LENS are the dates that are not available. Therefore, an ALEC customer service representative must determine which dates are available. In addition, according to witness Green, BST's systems integrate the pre-ordering and ordering functions; thus BST's orders flow "immediately from pre-ordering to ordering," so that the due date calculation will not have changed by the time the order is submitted. Witness Green opines that because of the integrated pre-ordering and ordering, the BST customer service representative, unlike the MCIm customer service representative, is able to confidently quote a due date over the phone to the customer.

BST witness Stacy agreed that BST obtains due date information for residential customers using RNS and for business customers using DOE. Witness Stacy also agreed that these systems integrate the information needed to calculate a due date, and that RNS produces that information on a calendar that highlights the first available due date in green. According to witness Stacy, both systems send an inquiry to and receive a response from BST's DSAP, which contains due date information. Witness Stacy testified that the DSAP database is the same database that calculates due dates for MCIm. Further, witness Stacy stated that the DSAP database provides both BST and MCIm with information such as: the work schedule for the central office associated with the end user customer's address, the intervals in days for services requiring a premises visit, and any dates closed by BST's network organization for work load or other reasons.

Witness Stacy admitted that LENS only calculates due dates in the firm order mode. However, witness Stacy stated, if an ALEC chooses not to use LENS for both the pre-ordering and ordering

functions, the ALEC may manually calculate a due date itself, using the pre-ordering inquiry mode of LENS. Witness Stacy testified that in order to calculate a due date in the inquiry mode of LENS, the ALEC service representative must know the customer's telephone number and the products and services selected by the customer. According to witness Stacy, an ALEC can view the DSAP installation calendar in the inquiry mode of LENS and use the customer's telephone number and product and services information to manually calculate the due date, or an ALEC can do the programming to build the capability to calculate due dates on its side of the interface. Witness Stacy further stated that MCIm may also use LENS CGI or EC-Lite to integrate the due date information from these interfaces with the EDI ordering interface and with MCIm's own internal systems. Witness Stacy testified that the Cannon Graphical Interface (CGI) specification is a program that allows MCIm to move data between the LENS server and either MCIm's internal systems or the EDI ordering interface. It was witness Stacy's testimony that BST has provided MCIm with the CGI specifications and the information needed for MCIm to integrate the due date calculation information into its own systems, as BST has done for its own retail operations.

MCIm witness Green testified that the ECIC Committee has recently approved the EDI TCP/IP SSL3 protocol as one of two national standard pre-ordering interfaces. It is his opinion that once the pre-ordering EDI TCP/IP SSL3 interface is developed and integrated with the national standard EDI ordering interface, and if access to DSAP is incorporated into EDI TCP/IP SSL3, then MCIm should have the same due date calculation capabilities as BST. Witness Green further stated that until such capability is operational, the inquiry mode of LENS could be used as an interim interface to calculate due dates; however, according to witness Green, LENS should calculate due dates exactly as they are calculated for BST's customer service representatives, and it should also provide due dates for UNEs.

BST witness Stacy testified that BST is developing an electronic due date calculation function in the inquiry mode of LENS that should be available by December 30, 1998. In addition, witness Stacy stated, BST will replicate the same due date capability in both the Common Object Request Broker Architecture (CORBA) and EDI TCP/IP SSL3 interfaces when they are developed.

According to witness Stacy, this capability will provide functionality equivalent to the due date functionality in RNS; however, BST will not provide ALECs with integration of the data or display the data as done in RNS.

Conclusion

Upon review of the testimony and evidence in the record, we find that BST has failed to provide MCIm with due date calculations for service order requests from customers in compliance with the parity standard of the parties' Interconnection Agreement. Accordingly, we find it appropriate to order BST to provide MCIm with the ability to calculate due dates in the inquiry mode of LENS and to provide a due date calculation function for UNEs in LENS. Further, we urge the parties to ensure the inclusion of a due date calculation function, including the calculation of due dates for UNES in the national standard interfaces being developed. These interfaces should integrate data from the interval table with the scheduling table to produce available due dates in the same manner as BST has done for itself.

VI. NUMBER RESERVATION

It is MCIm's position that BST has not provided MCIm with parity in the reservation of telephone numbers or in access to NXX information. MCIm has requested that we order BST to provide MCIm with the ability to reserve the same number of telephone numbers per order as BST, and to provide MCIm with the same NXX information as provided to BST representatives. It is BST's position that it has provided MCIm with telephone numbers and associated information in substantially the same time and manner as BST's access for its retail customers.

MCIm witness Martinez testified that under the parity provisions of the Interconnection Agreement, BST has a responsibility to provide nondiscriminatory access to the telephone number assignment function, and BST must provide MCIm with the same capabilities with respect to telephone number assignment that BST provides to itself. Witness Martinez testified that Attachment VIII, Section 2.1.8 requires BST to assign telephone numbers to MCIm upon request. According to MCIm, BST has failed to provide

parity in access to telephone numbers and telephone number information.

MCIm witness Green testified that BST's RNS and DOE systems integrate the pre-ordering telephone number reservation function with the ordering function, but that the same capability is not available to MCIm. According to witness Green, LENS provides access to telephone numbers from BST's ATLAS (Application for Telephone Number Load Administration and Selection) database, but LENS does not allow MCIm to integrate the telephone reservation function with its EDI ordering system. Therefore, MCIm must enter telephone number information into two systems, instead of one integrated system like BST. Witness Green also testified that LENS only allows it to reserve a maximum of six telephone numbers at a time, whereas BST's RNS system allows BST to reserve a maximum of 25 numbers at a time. Thus, in order to reserve 25 numbers, an MCIm representative must go to the inquiry mode of LENS five different times to order 25 numbers. Further, witness Green testified, BST's RNS system automatically selects a telephone number which can be offered to the customer; this capability does not exist in LENS. Finally, according to witness Green, LENS does not allow MCIm to view a list of the NXX codes available to a customer, although both RNS and DOE allow BST customer service representatives to easily view such codes. Witness Green concluded that without these capabilities MCIm service reps cannot offer customers a choice of numbers at parity with BST.

BST responded that ALECs perform telephone number selection through LENS and EC-Lite similar to the way BST performs telephone number selection using RNS and DOE. According to BST witness Stacy, ALECs send an inquiry to, and receive a response from, the same ATLAS database that BST's RNS and DOE systems access. Witness Stacy testified that the database provides the same telephone number information to both ALECs and BST. In addition, witness Stacy testified that EC-Lite allows ALECs to reserve 25 numbers at a time, just as BST's RNS and DOE systems. However, later in his testimony, witness Stacy stated that the DOE system allows BST representatives to reserve 10 numbers at a time, with a maximum limit of 1,000 numbers. Witness Stacy opined that although LENS only allows ALECs to reserve 6 numbers at a time, an ALEC can return to the inquiry mode of LENS for an unlimited number of times

per session. Thus, BST contends, ALECs using LENS can actually reserve more telephone numbers per order than BST.

With respect to MCIm's claim that its representatives cannot view NXX codes, BST responded that although an MCIm representative using LENS cannot view a list of NXX codes, LENS and EC-Lite return a selection of telephone numbers, which includes different available NXX codes. Witness Stacy testified that BST did not include this capability in LENS because the NXX data is not found in the ATLAS database where telephone numbers reside. According to witness Stacy, the NXX information is available to MCIm in the Local Exchange Routing Guide (LERG) which is available in both paper and electronic form from Bellcore. Therefore, witness Stacy stated, if MCIm wants to view a list of NXX codes, it is MCIm's responsibility to build such a capability. Witness Stacy also testified that BST developed a software capability in RNS which automatically selects a telephone number from the ATLAS database when a customer contact is initiated that is likely to require a new telephone number. Witness Stacy opined that MCIm can develop a similar capability for its own OSS systems using either the CGI LENS interface or the EC-Lite interface. He also stated that this capability is not available in DOE.

Conclusion

Upon review of the testimony and evidence in the record, we believe that BST has failed to provide MCIm with access to telephone numbers and telephone number information in compliance with the parity provisions of the Interconnection Agreement. As stated in an earlier portion of this Order, the Interconnection Agreement requires BST to provide nondiscriminatory access to the OSS features, functions and capabilities at a level of quality that is at least equal in quality to that which BST provides to itself. BST has not done this for number reservations. Accordingly, we find it appropriate to order BST to modify the LENS interface to provide the same telephone number reservation capability provided to BST's representatives in RNS and DOE, i.e., the ability to reserve 25 numbers at a time. BST shall also provide MCIm with the capability to automatically assign a new telephone number to a customer who requires one. BST shall also make available a list of the vacant NXX codes in LENS, so that MCIm's customer service

representatives can offer MCIm's customers the same level of choice as BST representatives offer BST's customers.

VII. UNIVERSAL SERVICE ORDER CODES (USOCs)

Universal Service Order Codes (USOCs) and Field Identifiers (FIDs) are an integral part of the ordering and billing functions. Although it is undisputed that BST has now provided MCIm the USOCs in a usable electronic format, MCIm also seeks to have a FIDs file with descriptions, together with the information on the states in which USOCS are valid. It is MCIm's position that it is entitled to this information based on the parity provisions of the Interconnection Agreement. It is BST's position that it has provided MCIm with access to USOCs in substantially the same manner as it does for itself.

MCIm witness Martinez testified that MCIm is entitled to USOC information per the parity provisions of its Interconnection Agreement with BST. The parity provisions that MCIm relies upon are Part A, Sections 13.1, 13.3, 13.8, and Attachment VIII, Sections 2.1.2, 2.3.1.3. In addition, witness Martinez relied on Attachment VIII, Section 3.2.5 of the agreement, which states:

> BellSouth shall separately identify, via USOCs, business charges from residence charges, as appropriate, and shall assign a specific adjustment or reference number provided by MCIm to each adjustment and credit included on the Connectivity Bill.

BST uses USOC codes on the connectivity bill to designate the charges to MCIm. According to MCIm, in order for BST to render a connectivity bill to MCIm, MCIm must first submit an order to BST, and that order must have had the appropriate USOC which is then carried forward to the connectivity bill. Therefore, witness Martinez testified, USOCs are the "prime driver" of orders to BST because they are both the language of orders to BST and connectivity billing by BST. For this reason, MCIm argues that it must have USOC information at parity with BST.

BST witness Hendrix responded that BST has no obligation to provide USOCs to MCIm. He testified that the Interconnection

Agreement between the parties does not discuss USOCs, and therefore BST is not required to provide MCIm with access to USOCs. Nevertheless, witness Hendrix stated, BST has made USOCs available to MCIm.

MCIm witness Green and BST witness Stacy agreed that in order to place a valid order, customer service representatives must have the correct USOC for the product being ordered, along with any applicable FIDs, and they must also know whether the USOC is valid for the state in which they are ordering. In addition, both parties agreed on the definitions of USOCs and FIDs. USOCs identify a specific product and act as an ordering code for that product, and FIDs are information that modify the usage of a USOC. For example, a USOC code for a single line residential service order may be modified with a FID, such as the customer's primary interexchange carrier. Both parties also agreed that USOC and FID errors are one of the most common causes of ALEC rejected orders.

It is MCIm's position that BST has not made all of the information related to USOC codes available to MCIm in a usable format. At the time of filing this complaint, MCIm stated that BST had provided it with a paper version, as well as an electronic version on the web, of the Local Exchange Ordering (LEO) Guide. According to MCIm, the LEO Guide provides MCIm with USOC codes, FID information, and it identifies the states in which the USOCs are valid; however, witness Green testified that the paper version of the LEO Guide does not contain all of the USOCs, and the electronic version on the web was created in an Adobe Acrobat format which prevents MCIm from being able to download, parse and create a database of the USOC, FID and state validity information. MCIm states that it asked BST to provide USOC, FID and state validity information in a comma spaced value format, so that MCIm could build its own database, and thus be able to place accurate orders to BST at parity with BST's representatives.

MCIm witness Green and BST witness Stacy agreed that on June 8, 1998, BST made USOCs available to ALECs in a downloadable comma space value format on BST's web site. According to witness Green, the comma spaced value format allows MCIm to download the USOC information and incorporate it into MCIm's systems; however, BST created the USOC, FID and state validity information in two separate database files. One database file contains the USOC

information, while the other database file contains the FID and state validity information. Therefore, witness Green states, MCIm now also needs FID and state validity information in a similar comma-spaced value (CSV) format, in order to download this information from BST's web site and use it to correlate FID and USOC information in its own database. Without that information in the comma-spaced value format, MCIm must go to multiple places to accurately assemble all of the information necessary to place an order.

BST witness Stacy testified that BST has provided USOCs to MCIm in substantially the same manner as it does for itself. Witness Stacy also testified that BST uses RNS for residential customers and DOE for business customers to obtain USOC information. Witness Stacy further testified that via RNS or DOE, USOC information is obtained from the Product/Services Inventory Management System (P/SIMS) and Central Office Features File Interface (COFFI) databases.

According to witness Stacy, MCIm may obtain USOC information through LENS or EC-Lite. Witness Stacy testified that both of these interfaces obtain USOC information from the P/SIMS and COFFI databases, just as BST's RNS and DOE interfaces do. In addition, witness Stacy testified, USOC and FID information have been provided to MCIm through the LEO Guide, in both paper format and electronically on the web site, and through the SOER (Service Order Edit Routine) edits which are also located on the web site. Further, witness Stacy stated, BST has made two work aids available on its web site to help ALECs order simple and complex services. According to witness Stacy, these work aids were designed for ALECs that use manual ordering processes, but they could also be used by ALECs that use electronic interfaces. The work aids provide USOC and tariff reference matrices. Witness Stacy concluded that for these reasons, BST believes that it has met its obligations under the Interconnection Agreement.

According to witness Stacy, BST's RNS system contains an electronic copy of the SOER edits. Witness Stacy testified that BST built the SOER edits into RNS so that the USOC and FID information is applied to the order before it is sent downstream. Witness Stacy further testified that BST's representatives do not have the choice of freely typing anything, such as USOC codes, in

RNS; rather, the BST representative uses a "check the box system" which generates the proper USOC and FID information for orders. Witness Stacy testified that this capability does not exist in LENS or EC-Lite. It was his opinion that MCIm could either develop its own mechanized comparison of USOC and FID information or it could cross-reference the USOC database with the LEO implementation guide.

Although BST takes the position that it has no obligation to provide USOC code information to MCIm, witness Stacy testified that BST has provided MCIm with USOCs in a CSV format, and BST is currently developing the capability to provide FID and state validity information in a comparable format. Witness Stacy testified that although BST is developing this capability, it does not exist today, and there is no projected schedule for completing it.

Conclusion

Upon review of the testimony and evidence in the record, we find that BST has failed to comply with the parity provisions of the Interconnection Agreement by not providing MCIm with sufficient information related to the FID and state validity information. We believe that in order for BST to be in compliance with the parity provisions of the agreement, BST must provide MCIm with sufficient information for to build its back office systems. In addition, we do not believe that the Adobe Acrobat format provides MCIm with the capability to create a usable database of the USOC, FID and state validity information. Accordingly, we find it appropriate to order BST to provide MCIm with the FID and state validity information in the same comma-spaced value format that BST currently provides to MCIm for USOCs.

VIII. CUSTOMER SERVICE RECORD (CSR) INFORMATION

It is MCIm's position that the Customer Service Record (CSR) information provided to ALECs should include complete information, including pricing and calling card information. MCIm alleges that BST has failed to provide nondiscriminatory access to all CSR data contrary to the Interconnection Agreement. In addition to the parity provisions set forth in an earlier portion of the order,

Section 2.3.2.3 of the Agreement sets forth the requirements for CSR information, as follows:

> BellSouth shall provide MCIm 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.

Witness Green testified that BST thus must provide MCIm with "access to all CSR information, except such data as BellSouth can prove it is not authorized to release" as set forth in Section 2.3.2.3.

MCIm argued that BST has violated the parties' Interconnection Agreement because BST has not provided all of the information contained on a CSR, such as pricing information and a customer's calling card information. Witness Green testified that after initially providing pricing information on CSRs, BST unilaterally removed pricing information from CSRs provided to ALECs. MCIm witness Green also testified that such pricing information is not proprietary, but consists of actual BST tariffed rates that are public information. Witness Green further testified that in addition to violating the agreement, excluding pricing information from CSRs makes the pre-ordering process more expensive and time-consuming for MCIm, and all ALECs.

With regard to calling card information, witness Green testified that MCIm needs to know the number of calling cards associated with the account, and to whom the calling cards are assigned. Further, witness Green explained, easily obtainable pricing information is necessary for several reasons: (1) MCIm needs the information in order for MCIm's marketing and sales staff to accurately determine with a customer what he or she is currently paying for products and services today; (2) the information would allow MCIm to quickly audit its bills from BST to determine if BST is applying the appropriate resale discount rate; and (3) the information allows MCIm's marketing and sales force record the CSR pricing information in a database. Witness Green also testified that the Georgia Public Service Commission recently rejected

arguments similar to those made by BST in this proceeding and ordered BST to provide pricing information on CSRs to ALECs. In addition, MCIm has requested that BST provide CSR schema or record layout be provided in order for the data to be in a usable format. MCIm uses CGI LENS specifically for obtaining CSR information. MCIm contends, however, that the CGI specifications do not provide MCIm with enough information to integrate the CSR information that MCIm receives from BST's system into MCIm's ordering systems. Witness Green testified that MCIm has incorporated the CGI specifications into MCIm's systems, giving MCIm the capability to retrieve CSRs from BST's systems and display this information on a screen. MCIm claims, however, that it is not able to incorporate that information into a usable database where the data can be parsed.

It is BST's position that although there have been a number of changes to the CGI specifications, BST has provided MCIm with the information needed to develop CGI for processing CSR data. According to witness Stacy, the CGI specifications, coupled with LENS, allows MCIm to integrate the LENS pre-ordering interface with MCIm's ordering interface. Witness Stacy further testified that CGI LENS allows MCIm to parse CSRs in a fashion similar to the way BST's RNS system parses CSRs; therefore, a schema is not required in order for MCIm to parse a CSR.

According to BST, retail pricing information is not necessary for ALECs to order, provision, or bill for services, and ALECs are thus not entitled to such information under the Act. BST also contends that the Interconnection Agreement does not require BST to provide its retail pricing information on CSRs. Witness Stacy testified that BST is not obligated, nor should it be required, to provide MCIm with BST's proprietary marketing information which is "inherent in pricing data at the customer level." Witness Stacy states that although BST included pricing information on CSRs when LENS was first released, BST has subsequently stripped this information off of LENS because of the "marketing value of that data." Witness Stacy testified that the pricing data is not proprietary by itself, because BST's retail rates are publicly available in BST's tariffs. Nevertheless, according to Stacy, the "proprietary sense is the packaging of the entire record of the customer with the pricing data as a marketing tool." He concluded that if an ALEC wants BST's retail pricing information integrated

with the CSR, it can develop its own program to integrate the pricing information from BST's tariffs with the CSR.

Conclusion

Upon review of the testimony and evidence in the record, we believe that BST is required to provide pricing information on CSRs. As stated by both parties, pricing information is not proprietary information, but simply tariffed rates that are public records. In addition, MCIm cannot randomly search CSRs for select customers. Attachment VIII, Section 2.3.2.3.1.3 of the agreement requires MCIm to obtain the customer's permission before accessing a CSR. Further, as stated above, Attachment VIII, Section 2.3.2.3 requires BST to provide MCIm with CSR information, except such information that BST is not authorized to release either by the customer or pursuant to applicable law, rule or regulation. Therefore, since no exception was made for pricing information in the agreement, we believe that the contract requires BST to provide pricing information on CSRs. Further, we note for clarification that the pricing information being requested does not include pricing information contained in contract service arrangements (CSAs), since pricing information for CSAs is not found in CSRs. It is only found in the contract arrangements themselves.

There is insufficient evidence in the record to determine whether or not a CSR can be parsed. While MCIm claims that BST has not provided it with sufficient information to develop such a capability, BST claims that the specifications have been provided. Nevertheless, since BST's RNS system has the ability to parse CSR information, we believe it is appropriate to require BST, in order to be in compliance with the parity provisions of the agreement, to provide MCIm with a schema of the CSR. This will provide MCIm the ability to develop the capability to parse and use such information.

IX. JEOPARDY NOTIFICATION

Service jeopardy occurs when BST cannot meet a due date for service for an MCI customer, or when the customer misses an appointment. It is MCIm's position that BST has failed to provide electronic notification for all service jeopardies in compliance with the agreement. MCIm believes that we should require BST to

provide MCIm with commercially functional electronic data interface (EDI) support for service jeopardy notification. It is BST's position that it has provided MCIm with service jeopardy notification via LENS and facsimile, depending on the type of electronic interface used for ordering.

MCIm witness Martinez testified that under the Interconnection Agreement, BST must provide jeopardy notification to MCIm at parity with what it provides to itself. In addition to the parity provisions of the Agreement, Attachment VIII, Section 2.2.9.1 of the agreement provides:

> BellSouth shall provide to MCIM notification of any jeopardy situations prior to the Committed Due Date, missed appointments and any other delay or problem in completing work specified on MCIM's service order as detailed on the FOC.

Both parties agree that this provision of the agreement requires BST to notify MCIm of service orders that are in jeopardy. In addition, the chart on page 97 of Attachment VIII of the agreement provides that BST will provide MCIm with delay notification via the long term electronic interface, which was to be implemented by January 1, 1997. (According to BST witness Hendrix, delay notification has the same meaning as jeopardy notification.) Further, BST witness Hendrix agreed that BST is required under this section of the agreement to provide MCIm with real-time access to jeopardy notification via an electronic interface.

MCIm witness Green testified that BST classifies jeopardies into two categories: missed appointment jeopardies and service jeopardies. According to witness Green, BST agreed to automate missed appointment jeopardies via EDI, in advance of industry standards, but in fact BST has refused to automate service jeopardies in advance of industry standards.

BST witness Stacy agreed that it created a process, in advance of national standards, to transmit electronic notification of missed appointment jeopardies via EDI. He testified that BST was able to mechanize this process easily because there is a single

reason for such jeopardies; however, much work would be required by BST and any interested ALEC to develop electronic notification of service jeopardies via EDI in advance of industry standards. Witness Stacy also testified that BST is in compliance with the parties' interconnection agreement for service jeopardy notification. ALECs are notified by phone, fax or via the LENS interface that a service jeopardy has occurred, depending on how an ALEC submits an order to BST.

MCIm contends that when BST is unable to meet a due date for some internal reason, it immediately populates such information into its systems. Witness Green testified that BST may know well in advance of MCIm that a problem exists on an MCIm order, but waits until the day that service is to be established to inform MCIm via phone or fax. According to MCIm, BST, while working an order, should be able to identify a problem far enough in advance that MCIm can be notified in time to contact its customer. Witness Green testified that this is especially important with business customers, because multiple parties, including CPE vendors, may be involved in the installation of service. According to witness Green, MCIm needs electronic notification of service jeopardies so that it can update and track its orders and eliminate the manual process.

Witness Stacy testified that BST is providing service jeopardy information to MCIm at parity with itself. He stated that the same groups that handle service jeopardies for BST's retail orders handle service jeopardies for ALEC orders. According to witness Stacy, there is no single method for service jeopardy notification within BST and there is no single organization within BST that is responsible for handling service jeopardies. Witness Stacy described in considerable detail how service jeopardies are processed differently depending on the circumstances that cause the service jeopardy.

MCIm witness Green testified that in order for MCIm to implement electronic notification of service jeopardies via EDI, it must first acquire the code specifications and business rules from BST. The business rules set forth BST's procedures and requirements for operations. According to witness Green, once MCIm receives the business rules from BST, MCIm can map the code specifications into the EDI interface, and then test the

functionality across the interface to BST. MCIm states that the code specifications would identify the specific reason for the service jeopardy, such as no facilities available, by numbers or letters. Witness Green explained this as a "Morse Code definition" of what happened to your order. He testified that although MCIm is requesting interim codes in advance of the national standard, the industry standard for service jeopardies via EDI is not scheduled for vote at the ECIC Committee until the first quarter of 1999. Once approved, it could take as long as six months to implement. Therefore, witness Green concluded, if BST and MCIm must rewrite and recode their respective sides of the EDI interface when the national standard is adopted, it could conceivably take a year.

Witness Stacy testified that BST is willing to look into the development of electronic notification of service jeopardies via EDI before the establishment of an industry standard; however, this could not be a unilateral effort by BST. It would require each interested ALEC to program the codes on their respective side of the EDI interface. Witness Stacy further testified that this interim change to EDI should be done through the Electronic Change Control Process, which went into effect on May 15, 1998.

According to witness Stacy, the Electronic Change Control Process "defines how BellSouth and ALECs will manage requested changes and enhancements to the ALEC electronic interfaces." He stated that participating ALECs, which include MCIm, may submit changes and request enhancements to the electronic interfaces through this process. Participating ALECs who use the interface vote on the changes and enhancements. According to witness Stacy, the Change Control Committee recently received a request to develop an electronic EDI notification of service jeopardies. He also testified that because development is required by each ALEC wanting EDI jeopardy notification, this EDI change should be handled through the Change Control Process. Witness Stacy stated that all parties involved must agree on the information that is provided on the electronic service jeopardy notification, such as the codes to use, prior to BST developing software. Witness Stacy further testified that in conjunction with BST's efforts, interested ALECs will have to write complementary software on their side of the EDI interface, so that the data can flow across the interface. Finally, he stated that as the national standards are adopted ALECs will have to rewrite and recode their side of the interface.

Conclusion

Upon review of the evidence and the testimony of the parties, we believe that BST has failed to provide MCIm with service jeopardy notification in compliance with the parties' Interconnection Agreement. As stated above, Attachment VIII, Section 2.2.9.1, requires BST to provide MCIm with notification of any jeopardy situation prior to the committed due date. In addition, the chart on page 97 of Attachment VIII, requires BST to provide MCIm with jeopardy notification via an electronic interface. Accordingly, we find it appropriate to order BST to provide MCIm with both missed appointment and service jeopardy notification via EDI.

X. FIRM ORDER CONFIRMATIONS (FOCs)

It is MCIm's position that BST has failed to provide Firm Order Confirmations (FOCs) within the time periods specified in the Interconnection Agreement. BST believes it has provided MCIm with appropriate FOCs.

According to BST witness Milner, an FOC is a "notification sent to ALECs confirming that a correct and complete local service request has been received and accepted." Although the Interconnection Agreement between MCI and BST does not define an FOC, Section 2.2.6 of Attachment VIII, lists the information contained in a FOC. This section states:

> BellSouth shall provide to MCIm, via an electronic interface, a Firm Order Confirmation (FOC) for each MCIm order provided electronically. The FOC shall contain on a per line and/or trunk basis, where applicable, an enumeration of MCIm's ordered unbundled Network Elements (and the specific BellSouth naming convention applied to that element or combination), features, functions, resale services, options, physical interconnection, quantity, and BellSouth Committed Due Date for order completion.

The performance standards for providing FOCs on MCIm orders are listed in Section 2.5.3.1 of Attachment VIII. This section states:

> Installation functions performed by BellSouth will meet the following performance standards:
> Firm Order Confirmation within:
> Manual-within 24 hours 99% of the time
> Electronic-within 4 hours 99% of the time

Section 2.2.6 appears to apply to electronic orders only. Further, it does not distinguish or differentiate between the different types of electronic interfaces available or for different types of orders. However, Section 2.3.0 of Attachment VIII, states that "BellSouth shall provide real-time and interactive access via electronic interfaces ... to perform pre-service ordering, ... service order processing and provisioning, ..." Based on the reference to interim interfaces in this section, we believe that at the time of the off-net T-1 orders, an electronically bonded interface (EBI) was not yet available for processing a Local Service Request (LSR). Section 2.3.1.1 states in pertinent part:

> For pre-ordering and provisioning, the parties agree to implement the BellSouth approved and implemented EBI standard for Local Service Requests (LSR) within twelve (12) months of the implementation of the EBI interface for Access Service Request provisioning. MCIm further agrees to accept on an interim basis, until such time as EBI is implemented for an LSR, the interfaces approved by BellSouth. These interim solutions described below address the Pre-Ordering, Ordering and Provisioning interfaces.

Section 2.3.1.1 also states that BST and MCIm will agree to use an order format and interface designated by BST. However, neither party provided evidence to show what the designated interim order format and interface is. In Section 2.3.1.5, the agreement further states:

> Until the electronic interface is available, BellSouth agrees that the Local Carrier

> Service Center (LCSC) or similar function will accept MCIm orders. Orders will be transmitted to the LCSC via an interface or method agreed upon by MCIm and BellSouth.

Based on the sections of the agreement shown above, we believe that until the development of an EBI interface is complete, MCIm may use other interfaces and another service function, similar to the LCSC, to place orders. The Interexchange Carrier Service Center (ICSC) can, in the interim, provide a similar function as the LCSC. According to BST witness Milner, the ICSC is the branch that provides access services to long distance carriers.

The FOCs at issue in this proceeding are for orders of "off-net T-1s." An "off-net T-1" consists of a four-wire digital loop that runs from a customer premises to a BST central office, and another four-wire digital circuit (or DS-1, with capacity for 24-voice channels), that serves as transport from the central office to MCIm's switch. Neither the loop nor the transport elements are connected to BST's switch. "Off-net" is a term used by MCIm that refers to a situation where a customer cannot be served by MCIm's fiber ring. The T-1 facilities provided by BST are thus "off network" or off of MCIm's network. BST contends that the T-1s were ordered by MCIm from the ICSC using Access Service Requests (ASRs). BST witness Milner states that the interconnection agreement does not apply to FOCs for access services.

MCIm witness Green testified that MCIm attempted to order off-net T-1 combinations under the interconnection agreement, but BST refused to provide the network elements. MCIm admitted that it placed orders for T-1 functionality by faxing ASRs and is being billed tariffed rates. However, witness Green asserted that MCIm ordered the T-1s in this manner by default. We would note that MCIm is not able to order and receive combinations of loop and transport elements that make up a T-1 solely because of BST's position on provisioning combinations of UNEs. It is BST's position that if MCIm is ordering the loop and transport elements on an unbundled basis, then these elements must be connected at a collocation space. Both witnesses Milner and Stacy testified that BST is not required to combine network elements for MCIm. We also note that the issue on combinations of network elements between the parties was previously addressed in Docket No. 971140-TP, where we

found that the agreement required BST to provide combinations of network elements, regardless of whether the network elements were currently bundled or unbundled. Order PSC-98-0810-FOF-TP at page 24. The agreement between the parties permits MCIm to order four-wire loop and transport elements, and includes rates and charges for such elements.

As stated above, MCIm ordered the off-net T-1s using ASRs that were processed by the ICSC. According to BST witness Milner, there are no FOC reply time periods required for services ordered out of the access tariff. However, the agreement refers in several places to the use of ASRs for ordering unbundled network elements. Part B of the agreement defines an ASR as:

> "ASR" (ACCESS SERVICE REQUEST) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCIm and ILEC for Local Interconnection.

For trunk servicing, Section 4.3.1 of Attachment IV, states:

> Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

Section 2.4.1.1 of Attachment VIII, which falls under Section 2.4, Standards for Ordering and Provisioning, states that "(s)ome unbundled Network Elements will continue to be ordered utilizing the ASR process."

Section 5.2.1.2 of the agreement addresses the use of an existing electronic communications gateway interface for access to BST's maintenance systems and databases. Ordinarily, this electronic gateway is used for line-based (POTS) resold local service; however, this section allows MCIm to use it for orders placed via ASRs. In pertinent part, this section provides: "[f]or local services provisioned via the Access Service Request (ASR)

process, the Electronic Communications gateway interface may be used."

BST witness Milner testified that MCIm's complaint relates to access and not to local competition. We disagree for two reasons: first, the provisions of the agreement shown above state that MCIm could use ASRs and an interim interface, through the LCSC or similar function to order services until an electronically-bonded interface is developed to handle local service requests (LSRs); and second, MCIm is a certificated alternative local exchange carrier, with a Commission-approved agreement, that is placing orders for network elements to provide local services. MCIm witness Green testified at the hearing that MCIm is using off-net T-1 functionality in Florida for the provision of local service. Further, BST witness Milner agreed that MCIm is using the T-1 combination functionality with MCIm's own local switch for the provision of a finished service to an end user customer. It is clear that MCIm is ordering the off-net T-1 functionality for the provision of local service, not access service.

Conclusion

Based on the provisions of the Interconnection Agreement noted above, we believe that the parties intended to use ASRs for the provision of both local service resale and unbundled network element orders. We also believe that the provision of such orders using an ASR to the ICSC was to be temporary until BST met its obligation to provide real time interactive access to its OSS for pre-ordering and ordering via electronic interfaces as detailed in the agreement. BST has not provided evidence in this proceeding to prove that it has supplied such electronic interfaces pursuant to the provisions of the agreement. Further, we believe that BST has not provided evidence showing which electronic interfaces it has approved or designated in the interim for use by MCIm to place orders. We previously determined in the "271 proceeding" by Order No. PSC-97-1459-FOF-TL, issued November 19, 1997, that BST has not provided, at parity, electronic interfaces for access to the five operations support systems functions.

Therefore, upon review of the testimony and evidence in the record, we believe that BST has failed to comply with the FOC standards of the agreement. The agreement states that FOCs are to

be returned in four hours for electronic orders and 24 hours for manual orders. The agreement does not list for which electronic ordering interfaces or ordering forms a FOC will be returned. Since MCIm is placing orders by fax, the 24-hour return requirement applies. BST never stated that it could not provide FOCs within the time periods contained in the agreement. Accordingly, we find it appropriate to order BST to comply with the time periods for returning firm order confirmations as provided in the agreement.

XI. NETWORK BLOCKAGE INFORMATION

It is MCIm's position that BST has provided it with insufficient network blockage information. MCIm has requested that we order BST to provide the necessary information MCIm needs to gauge trunk group blockage. MCIm witness Martinez testified that ALECs need this information to engineer their networks and assess whether or not BST is providing the same trunking capacity to ALECs as it is to itself. MCIm relies on Part A, Section 13.2, of the agreement for the provision of this information. This section states:

> BellSouth agrees that Interconnection will be provided in a competitively neutral fashion, at any technically feasible point within its network as stated in this Agreement and that such interconnection will contain all the same features, functions and capabilities, and be at least equal in quality to the level provided by BellSouth to itself or its Affiliates.

Specifically, MCIm has requested that BST provide:

1. Blockage data on all common trunk groups utilized for ALEC traffic that experienced blockage;

2. Blockage data on all of MCIm's interconnection trunk groups from BST's end offices and tandems to MCIm's points of termination that experienced blockage;

3. Blockage data on all ALEC interconnection trunk groups from BST's end offices and tandems to ALEC points of termination that experienced blockage; and

4. Similar blockage data on all trunks carrying BST local traffic.

MCIm has requested that we order BST to provide this blockage information for the most recent three month period and on a month-to-month basis going forward.

MCIm witness Martinez testified that the reports on blockage data provided by BST do not provide the information required by the agreement. The reports provided by BST are the CLEC Trunk Group Service Report, BellSouth CTTG Blocking Report, Local Network Trunk Group Service Report and the BellSouth Local Network Blocking Report. Witness Martinez testified that there is a major difference between the blockage reports that are provided on the long distance side and on the local side of MCIm's business. He further stated that the long distance side receives blockage information, regardless of how small the blockage is. He also testified that the IC 100 report provided to interexchange telecommunications carriers (IXCs) is comprehensive on every single trunk group that carries toll traffic on BST's network. Witness Martinez opined that this level of reporting is actually more important to the local side than to the long distance side.

Witness Martinez explained that common transport is the transport between BST's end office switches and BST's tandem switches. Therefore, from the information BST currently provides, MCIm cannot determine what level of blockage is occurring. Witness Martinez testified that the only time MCIm is aware of any blockage problems is when the blockage level has reached the critical threshold and immediate action must be taken to correct the situation.

BST witness Stacy testified that BST is providing the necessary information to MCIm. According to witness Stacy, BST is providing the same data to MCIm that BST itself uses every month. BST witness Stacy further testified that BST processes collected data weekly through a system that calculates the percent blocking

during the time-consistent busy hour (TCBH). The TCBH is defined as "the identical hour each day during which, over a number of days, the highest average traffic is measured." Witness Stacy testified that the information provided to ALECs includes percent blocking, size of trunk groups, and the busy hour. With this data, witness Stacy states, "the magnitude of trunk blockage can be determined." Witness Stacy explained that BST does not look at the trunks that experience blockage below the threshold. According to witness Stacy, the blocking thresholds for all trunk groups are 3%, except for the BST Common Transport Trunk Groups (CTTG), which interconnect the BST end office with the access tandem. The CTTG blockage threshold is 2%. Witness Stacy testified that BST has thousands of trunk groups in Florida about which it collects data. With so many trunk groups, BST cannot review the insignificant data. Witness Stacy stated that BST collects blockage data below the threshold, but since BST does not look at it, it is discarded.

MCIm witness Martinez testified that the reports provided to IXCs report all blockage, regardless of how small. BST witness Stacy agreed that BST does provide MCI long distance company with trunk blockage information at a very low threshold level. He also testified that the Interconnection Agreement includes the percent design blockage rates, but is silent on any percent rates for reporting purposes. MCIm witness Martinez, however, opined that the level of blockage data provided to IXCs in the IC 100 report should be provided to ALECs for trunks providing local service. Witness Martinez also explained that although BST collects blockage data on an hourly basis, MCIm is only asking that the report be provided monthly on diskette in a fashion similar to the IC 100 report.

Conclusion

We are concerned that all ALECs that use BST trunks must rely on information provided by BST to ascertain whether trunk capacity is sufficient to carry the busiest traffic load. Unless the blockage spikes above the threshold, MCIm is unaware of the blockage levels on the trunks that carry traffic to its switch. Further, without more information, there is no manner in which MCIm can determine that its trunk blockage levels are at parity with BST's.

We conclude that BST should provide blockage data on the trunks that serve MCIm in the same manner and for the same threshold levels as currently provided to IXCs for the following reasons: (1) this information is currently tracked by BST, so BST does not need to develop the capability to track blockage below the threshold levels; (2) not only does BST currently collect the data, but it discards whatever data is below the threshold; (3) BST currently provides blockage reports to IXCs at a level which we believe to be sufficiently low for MCIm to monitor its blockage levels and track parity with BST; and (4) as a result of the 271 proceeding, we addressed concerns over trunk blockage and have already ordered BST to:

> [P]rovide ALECs with more frequent and better data on their traffic over BellSouth's network ... demonstrate that any blockages experienced by ALECs are not excessive in comparison to the blockages experienced by BellSouth ... provide data sufficient to show that blockage levels are comparable between BellSouth and ALEC traffic.

Order No. PSC-97-1459-FOF-TL at page 69.

Based on the foregoing, we find it appropriate to order BST to provide blockage data on the trunks that serve MCIm in the same manner and for the same threshold levels as currently provided to IXCs. The information that BST provides shall be for blockage on every trunk group that carries MCIm's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCIm's switch, and information on comparable trunks used by BST for its local traffic to demonstrate parity. For consistency, this information should be provided on diskette, on a monthly basis, similarly to the IC 100 report. We believe that the blockage information currently provided to IXCs due to the low threshold level on trunks which serve IXCs is sufficient for MCIm to monitor its blockage levels and track parity with BST.

XII. LOCAL TANDEM INTERCONNECTION INFORMATION

Local tandems are tandems that interconnect end offices but do not provide access for long-distance traffic. MCIm requested that we order BST to provide the following information:

1. Information necessary for MCIm to interconnect at BST's local tandems.

2. Information necessary to route MCIm's traffic on the same trunk groups as BST's local traffic.

3. Information necessary to identify and make available to MCIm all existing independent telephone company local and EAS traffic routes served by BST local tandems.

In addition, MCIm witness Martinez raised questions in his rebuttal testimony concerning Common Language Location Identifier (CLLI) codes and the enhanced local tandem option. CLLI codes identify a switch and the city, state, and building where it is located. BST provided a list of eight local tandems and the subtending offices in Florida. MCIm witness Martinez testified that he does not believe that the list of eight tandems is complete. His opinion is based on a previous statement by BST witness Milner that BST has between 10 to 20 local tandems in Florida.

MCIm also sought clarification on whether or not the enhanced local tandem option was currently operational, and what the cost to MCIm would be to use the enhanced option. BST witness Milner answered these questions in his deposition stating that BST is offering the enhanced local tandem option today at no additional cost to ALECs. MCIm also questioned whether or not BST will carry ALEC traffic over the same trunk groups that BST carries its traffic. Again, BST witness Milner verified that ALEC traffic would travel over the same trunk groups that BST uses between its local tandem and end office switches.

MCIm asked that BST identify and make available to MCIm all existing independent telephone company local and EAS routes served by the tandems. BST has not objected to providing that information. It does not appear, however, that the information

has been provided to MCIm. MCIm witness Martinez testified that the information is necessary for the exchange of traffic between MCIm and the independent telephone companies. Witness Martinez stated that the Local Exchange Routing Guide (LERG) does not contain complete information on local tandem CLLI codes. Witness Martinez stated further that the LERG has always been a document for interexchange carriers to get CLLI codes on LEC tandems.

The agreement states in Attachment IV, Section 1.2.1 that "MCIm will separate traffic destined for different tandems onto separate trunk groups at the IP [Interconnection Point]." MCIm asserted that it must have the CLLI code information in order to designate where the traffic should be routed.

Conclusion

Over the course of this proceeding, BST has attempted to provide information that MCIm has requested concerning local tandem interconnection. MCIm still needs routing information and CLLI codes. Therefore, we find it appropriate to order BST to identify and make available to MCIm all existing independent telephone company local and EAS routes served by the tandems. Also, we find it appropriate to order BST to provide a complete list of CLLI codes for the local tandems. We urge the parties to continue to exchange any further information necessary to facilitate interconnection and trunk routing at BST's local tandems.

XIII. RECORDED USAGE DATA

It is MCIm's position that BST has failed to provided recorded usage data on local calls for customers in flat rate calling plans as required by the Interconnection Agreement. It is BST's position that it is in compliance by providing usage records via the Access Daily Usage File.

MCIm witness Martinez testified that telephone switches can and do record information on calls. According to witness Martinez, MCIm seeks recorded usage data so that it can evaluate its customers' usage patterns. By evaluating the usage patterns, MCIm can then evaluate new local service offerings. Witness Martinez testified that BST is required to provide recorded usage data

pursuant to Attachment VIII, Section 4.1.1.3 of the agreement. Section 4.1.1.3 states:

> BellSouth shall provide MCIM with copies of detail usage on MCIM accounts. However, following execution of this Agreement, MCIM 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 MCIM 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 activations 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 MCIM Subscriber.
>
> Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service To MCIM's Local Service Subscriber and usage is billable to an MCIM account. For BellSouth-Provided MULTISERV Service, Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.

The category "Completed Calls" is not limited to billable events only. The agreement states in Section 4.1.1.5:

> BellSouth shall provide to MCIM Recorded Usage Data for MCIM subscribers. BellSouth shall

> not submit other carrier local usage data as part of the MCIM Recorded Usage Data.

The agreement further states that MCIm will pay for Recorded Usage Data:

> BellSouth shall bill and MCIM shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in this Agreement.

BST witness Hendrix testified that the agreement makes no reference to the provision of usage data for flat-rate services. He stated that BST is only obligated to provide records associated with billable events. Witness Hendrix cited two sections in the agreement to support BST's position. First, he cited Attachment VIII, Section 4.1.1.1, which states that "BellSouth shall comply with BellSouth EMR industry standards in delivering customer usage data to MCIM." Second, he cited Attachment VIII, Section 4.2.1.1, which states:

> Recorded Usage Data: All intraLATA toll and local usage. BellSouth shall provide MCIM with unrated EMR records associated with all billable intraLATA toll and local usage which they record on lines purchased by MCIM for resale.

We note that the above section does limit recorded usage data to billable events; however, this limitation applies only to lines purchased for resale. MCIm witness Green testified that MCIm is not providing any local service via resale at this time.

BST witness Hendrix explained that Exchange Message Records (EMR) are used by telecommunications companies for the exchange of billing information. According to witness Hendrix, billing information is exchanged for meet point billing arrangements, calling card and toll calls, and for details of billable usage events associated with services offered to ALECs for resale and unbundled network elements. However, Part B of the agreement defines EMR as:

> "EMR" means the Exchange Message Record System used among ILECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

We note that this definition for EMR includes the exchange of both billable and non-billable information. Further, Attachment VIII, Section 4.1.1.1 states: "BellSouth shall comply with BellSouth EMR industry standards in delivering customer usage data to MCIM."

MCIm witness Martinez testified that the provision of recorded usage data was discussed at length during negotiations for the agreement. He stated that during the negotiations, BST contended that it did not record usage information for flat-rated services. Witness Martinez opined that BST does record flat-rate usage information and the language in the agreement was structured so that if BST did record it, MCIm could have it. BST witness Hendrix admitted that many of BST's switches can record usage data and that those switches which can record usage data, in fact, do record that data. Further, the definition of Local Switching in Attachment III, Section 7.1.1 of the agreement includes recording as one of the features, functions or capabilities of the local switching element.

Conclusion

The agreement states that BST is to provide MCIm recorded usage data on completed calls and BST's own witness testified that many BST switches have recording capability. Therefore, where BST has switches with the capability to record usage data and where MCIm is providing service using those switches, we find it appropriate to order BST to provide the recorded usage data for billable and non-billable completed calls at the same frequency and to the same extent that BST can provide such information to itself.

XIV. DIRECTORY ASSISTANCE (DA) LISTINGS DATABASE

It is MCIm's position that BST is not providing access to all of BST's directory assistance (DA) database listing information in compliance with the parties' agreement.

It is BST's position that, while it would be most appropriate to provide MCIm with access to all the listings in BST's DA database, it can not because it must honor its agreements with ALLTEL of Florida, AT&T, Golden Harbor of Florida, Inc. d/b/a Hometown Telephone, and Sprint-Florida not to disclose their listings to third party companies without their authorization.

The agreement, in relevant part, provides as follows:

Attachment VIII, Section 6.1.6.1., states that:

> BellSouth shall provide to MCIM, to the extent authorized, the residential, business and government subscriber records used by BST to create and maintain its DA Data Base, in a non-discriminatory manner. MCIM may combine this element with any other Network Element for the provision of any Telecommunications Service.

Attachment VIII, Section 6.1.6.2., states that:

> Upon request, BellSouth shall provide an initial load of subscriber records via electronic data transfer for ILECS, CLECs, and independent Telcos included in their Directory Assistance Database, to the extent authorized. The NPAs included shall represent the entire BellSouth operating territory. The initial load shall reflect all data that is current as of one business day prior to the provision date.

Attachment VIII, Sections 6.2.2.2 and 6.2.2.2.5, state that BST shall provide MCIm several lists including:

> List of Independent Company names and their associated NPA-NXXs for which their listing

> data is a part of BST's directory database, but BST is not to provide the listing data to MCIM under this request.

Attachment VIII, Section 6.1.6.8, states that:

> DA data shall be provided on the same terms and conditions that BellSouth provides to itself or other third parties, and at the same rates that BellSouth provides to other third parties.

Attachment III, Section 1, states that:

> BellSouth shall provide unbundled Network Elements in accordance with this Agreement, FCC Rules and Regulations. The price for each Network Element is set forth in Attachment I of this Agreement. Except as otherwise set forth in this Attachment, MCIM may order Network Elements as of the Effective Date.

BST offers MCIm the following DA database access services:

> Directory Assistance Database Service (DADS)
> DADS provides a periodic "snapshot" of the DA database at a given point in time that can be provided in a variety of media forms including magnetic tape. DADS is available daily on an updated basis.
>
> Directory Access to DA Services (DADAS)
> DADAS provides a data link to BST's on-line DA listings database. DADAS allows continual access to DA listings on an updated basis.

BST's DADS and DADAS services do not, however, provide all listings contained in BST's DA database.

The parties do not dispute the fact that the BST/ILEC Agreements contain "nondisclosure" language. MCIm has worked not only with BST, but also directly with the four ILECs that have non-

disclosure language in their agreements with BST, but MCIm has not had any success in obtaining access to their DA listings database. MCIm continues to assert that it is entitled to access to the entire DA listings database under the agreement.

Conclusion

Upon review of the language of the agreement and the testimony, we conclude that provision of the complete DA listings database listings does not require BST to divulge any specific ILEC's directory listings. Therefore, provision of access to BST's entire DA listings database will not violate the non-disclosure language in BST's other agreements.

Upon review of the testimony and evidence in the record, we also conclude that the DA listings information BST is providing to MCIm is not in compliance with the agreement. Accordingly, we find it appropriate to order BST to provide all listings included in BST's Directory Assistance database, excluding the identity of subscribers' local service providers.

XV. *SOFT DIAL TONE SERVICE (SDTS)*

It is MCIm's position that BST has failed to provide Soft Dial Tone Service (SDTS) in a non-discriminatory or competitively neutral fashion. MCIm requests that the QuickService announcement for temporary disconnection be unbranded. It is BST's position that it is providing MCIm with SDTS on a competitively neutral basis.

Sections 7.2.1.11 and 7.2.1.11.4 of Attachment III, state that where BST provides the following special services, it shall provide to MCIm: "Soft dial tone where required by law. Where BST provides soft dial tone, it shall do so on a competitively-neutral basis."

Section 25.1 of the Agreement also provides that:

> In all cases in which BST has control over handling of services MCIm may provide using services provided by BST under this Agreement, BST shall brand any and all such services at

> all points of customer contact exclusively as MCIm services, or otherwise as MCIm may specify, or be provided with no brand at all, as MCIm shall determine. . . .(Part A-16)

SDTS is provided to MCIm through BST's QuickService. A telephone line equipped with SDTS allows an end-user to dial 911 in the event of an emergency. All ILECs and ALECs are required to maintain their respective lines with SDTS for the duration of any temporary disconnection for non-payment of a subscriber's local residential service pursuant to Rules 25-4.081 and 25-24.840, Florida Administrative Code. If an end-user happens to dial any digits other than 911, an audible announcement is activated to inform the end-user that the telephone may be used for 911 emergency calls only and to explain to the end-user how to order telephone service. The parties' Interconnection Agreement requires that SDTS be provided in a competitively neutral fashion.

BST and MCIm propose the following announcements associated with SDTS, respectively:

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

> '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.'

BST witness Milner believes that BST's announcement is competitively neutral and is therefore in compliance with the agreement. As support for the identification of the BellSouth name in the SDTS announcement, BST explains that Section VII of the FCC's Order 97-418 states that, in regard to inbound telemarketing calls, a Bell Operating Company (BOC) could recommend its own affiliate so long as it also states that other carriers also provide services. As further support, BST contends that it has the right to identify the BellSouth name in its announcement because when the ALEC disconnects its subscriber from the line, BST, not the ALEC, is the one fully responsible for any of the costs of

maintaining the line. Also, upon disconnection, SDTS is solely a BST provided facility, not a resold line, or an unbundled loop. BST's position is that its SDTS announcement strikes a balance by stating the availability of service through other local service providers while continuing to allow BST an opportunity to market its services provided through its own facilities. According to BST, if this were an unbundled loop connected to MCIm's switch but without active service, BST would expect MCIm to advertise MCIm as the provider of that service.

MCIm witness Martinez testified that BST's proposed announcement is not competitively neutral because it identifies BSTand only BST by name. By insisting that it identify itself by name, BST is not providing SDTS in compliance with the Agreement. According to MCIm, its proposed SDTS announcement provides end-users with the necessary information without a competitive advantage to any local service provider. MCIm states that BST's reliance on FCC Order 97-418 is misplaced. It is MCIm's position that once BST receives MCIm's termination of service notice for a particular line, then BST, not MCIm, is responsible for the costs of maintaining the line with SDTS.

Conclusion

We conclude that the record shows that BST's branded message is not in compliance with the agreement because it clearly gives BST a competitive advantage, where the subscriber on the line is MCIm's customer. Based on the foregoing, we find it appropriate to order BST to provide MCIm with unbranded SDTS during any temporary disconnection of MCIm's subscriber for non-payment of local residential service. We also conclude that while the precise language of the announcement may vary, the announcement must not identify any company by name. We suggest the following neutral language:

> This line is active so that you may dial 911 for emergency purposes only. If you would like to order service for this line, please call, from another location, your local service provider of choice.

We believe that this language will reasonably inform the caller that the line is active for 911 emergency purposes only and that the caller is to contact, from another location, the local service provider of choice for ordering purposes.

XVI. TIME WITHIN WHICH TO COMPLY

MCIm requested that we require BST to provide the various components of the Interconnection Agreement within 30 days of this Order. There were two exceptions to this request; for the RSAG and the DA listing databases, MCIm sought compliance within 10 days. BST did not address this issue. Based on the agreement which provides for compliance within 30 days unless otherwise specified and because we find no basis to shorten this period of time in the case of the RSAG and DA Listings databases, we find it appropriate to require BST to comply with the requirements of this Order within 30 days of the date of this Order. This docket shall remain open until BST complies with the requirements of this Order.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that MCI Metro Access Transmission Services, Inc.'s request that BellSouth Telecommunications, Inc. provide MCI Metro Access Transmission Services, Inc. with information about BellSouth Telecommunications, Inc.'s operational support systems and related databases in compliance with the parties' Interconnection Agreement is denied. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide the Regional Street Address Guide database and updates to MCI Metro Access Transmission Services, Inc. at no cost to MCI Metro Access Transmission Services, Inc.; however, the parties should negotiate in good faith the appropriate subset of the database to be provided. It is further

ORDERED that BellSouth Telecommunications, Inc. provide MCI Metro Access Transmission Services, Inc. with the ability to calculate due dates in the inquiry mode of the Local Exchange Navigation System, and provide a due date calculation function for unbundled network elements in the Local Exchange Navigation System. It is further

ORDERED that BellSouth Telecommunications, Inc. shall modify the Local Exchange Navigation System interface to provide the same telephone number reservation capability provided to BellSouth Telecommunications, Inc.'s representatives in the Regional Negotiation and Direct Order Entry Systems; that is, the ability to reserve 25 numbers at a time. It is further

ORDERED that BellSouth Telecommunications, Inc. shall also provide MCI Metro Access Transmission Services, Inc. with the capability to automatically assign a telephone number to a customer when a customer contact is initiated that is likely to require a new telephone number. It is further

ORDERED that BellSouth Telecommunications, Inc. shall also make available a list of the vacant NXX codes in the Local Exchange Navigation System, so that MCI Metro Access Transmission Services, Inc.'s customer service representatives can offer MCI Metro Access Transmission Services, Inc.'s customers the same level of choice as BellSouth Telecommunications, Inc. representatives offer BellSouth Telecommunications, Inc.'s customers. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide MCI Metro Access Transmission Services, Inc. with the Field Identifiers and state validity information in the same comma-spaced value format that BellSouth Telecommunications, Inc. currently provides to MCI Metro Access Transmission Services, Inc. for Universal Service Order Codes. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide MCI Metro Access Transmission Services, Inc. with a schema of the customer service record database. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide MCI Metro Access Transmission Services, Inc. with both missed appointment and service jeopardy notification via electronic data interface. It is further

ORDERED that BellSouth Telecommunications, Inc. comply with the time periods for returning firm order confirmations as provided in the agreement; that is, 24 hours for manual orders and four hours for electronic orders. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide blockage data on the trunks that serve MCI Metro Access Transmission Services, Inc. in the same manner and for the same threshold levels as currently provided to interexchange carriers. The information that BellSouth Telecommunications, Inc. provides shall be for blockage on every trunk group that carries MCI Metro Access Transmission Services, Inc.'s local traffic, blockage on those trunk groups that emanate from BellSouth Telecommunications, Inc.'s end offices or tandems and are interconnected with MCI Metro Access Transmission Services, Inc.'s switch, and information on comparable trunks used by BellSouth Telecommunications, Inc., for its local traffic. It is further

ORDERED that BellSouth Telecommunications, Inc. shall identify and make available to MCI Metro Access Transmission Services, Inc. all existing independent telephone company local and extended area service routes served by local tandems. Also, BellSouth Telecommunications, Inc. shall provide a complete list of common language location identifier codes for the local tandems. It is further

ORDERED that where BellSouth Telecommunications, Inc. has switches with the capability to record usage data and where MCI Metro Access Transmission Services, Inc. is providing service using those switches, BellSouth Telecommunications, Inc. shall provide the recorded usage data for billable and non-billable completed calls at the same frequency and to the same extent that BellSouth Telecommunications, Inc. can provide such information to itself. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide all directory assistance database listing information included in BellSouth Telecommunications, Inc.'s Directory Assistance Database, excluding the identity of subscribers' local service providers.

ORDERED that BellSouth Telecommunications, Inc. shall provide MCI Metro Access Transmission Services, Inc. with unbranded Soft Dial Tone Service during any temporary disconnection of an MCI Metro Access Transmission, Inc. subscriber for non-payment for local residential service. It is further

ORDERED that BellSouth Telecommunications, Inc. shall comply with the provisions of this Order within 30 days of the date of this Order. It is further

ORDERED that this docket shall remain open until BellSouth Telecommunications, Inc. complies with the requirements of this Order.

By ORDER of the Florida Public Service Commission this 5th day of November, 1998.

/s/ Blanca S. Bayó
BLANCA S. BAYÓ, Director
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

(S E A L)

CB

DISSENT

Commissioners Deason and Clark dissented from requiring BellSouth Telecommunications, Inc. to provide network blockage measurement information.

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

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

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district

court, pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

Michael Thomas Direct Testimony – Exhibit MT-2
Florida (State)
January – June 1999 (Reporting Period)
August 5, 1999 (Date of Report)

EXHIBIT MT-2

Redacted

CERTIFICATE OF SERVICE
DOCKET NO. 990750-TP

I hereby certify that a true and correct copy of the foregoing has been furnished by U.S. Mail this 16th day of August, 1999 to the following:

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