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RECORDS AND
REPORTING

September 7, 2000

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

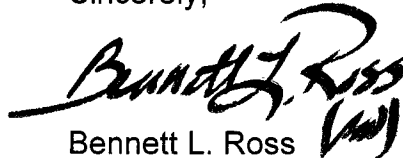
RE: Docket No. 000649-TP (MCI Arbitration)

Dear Mrs. Bayo:

Enclosed are an original and 15 copies of Prehearing Statements of BellSouth Telecommunications, Inc. Please file these documents in the captioned docket.

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

Sincerely,

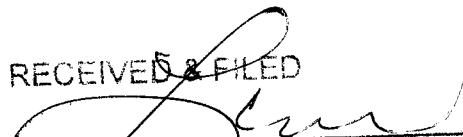

Bennett L. Ross

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Enclosures

cc: All Parties of Record
Nancy B. White
Marshall M. Criser III
R. Douglas Lackey

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**CERTIFICATE OF SERVICE
Docket No. 000649-TP**

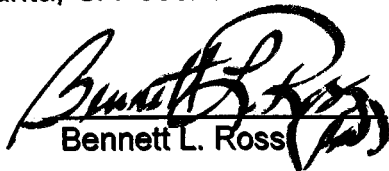
I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
U.S. Mail this 7th day of September, 2000 to the following:

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Bennett L. Ross

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of MCImetro Access)	
Transmission Services, LLC and)	
MCI WorldCom Communications, Inc.)	Docket No. 000649-TP
for Arbitration of Certain Terms and)	
Conditions of Proposed Agreement with)	
BellSouth Telecommunications, Inc.)	
Concerning Interconnection and Resale)	Filed September 7, 2000
Under the Telecommunications Act of 1996)	

**PREHEARING STATEMENT OF
BELLSOUTH TELECOMMUNICATIONS, INC.**

BellSouth Telecommunications, Inc. ("BellSouth"), in compliance with the Order Establishing Procedure (Order No. PSC-00-1324-PCO-TP), issued on July 21, 2000, and the Second Order Modifying Order Establishing Procedure (Order No. PSC-00-1560-PCO-TP), issued on August 30, 2000, hereby submits its Prehearing Statement.

A. Witnesses

BellSouth proposes to call the following witness to offer testimony on the issues in this docket:

<u>Witness</u>	<u>Issue(s)</u>
Cynthia K. Cox (Direct and Rebuttal)	1, 2, 3, 6, 7A, 9, 18, 22, 23, 28, 32, 33, 34, 36, 39, 40, 42, 45, 46, 47, 51, 53A, 67, 94, 107, 108, 109, 110
D. Daonne Caldwell (Direct)	2
David P. Scollard (Direct and Rebuttal)	42, 45, 53, 75, 93, 95, 111
David A. Coon (Direct and Rebuttal)	105

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Ronald M. Pate (Direct and Rebuttal)	1, 80, 81, 90, 91, 96A
W. Keith Milner (Direct and Rebuttal)	5, 8, 11, 15, 19, 29, 37, 56, 59, 60, 61, 63, 64, 65, 66, 68, 92, 96, 97, 99, 100, 101, 102

BellSouth reserves the right to call additional witnesses to respond to Commission inquiries not addressed in direct or rebuttal testimony and witnesses to address issues not presently designated that may be designated by the Prehearing Officer at the prehearing conference to be held on September 18, 2000. BellSouth has listed the witnesses for whom testimony has been filed, but reserves the right to supplement that list if necessary.

B. Exhibits

Cynthia K. Cox:	CKC-1 (Direct) CKC-2 (Direct) CKC-3 (Direct) CKC-4 (Direct) CKC-1 (Rebuttal)	Florida Rate Sheet Serving Diagram Maine PUC Order, June 30, 2000 Maps of LATA Tandem Serving Areas Comments of MCI Telecommunications, CC Docket 96-98
D. Daonne Caldwell:	DDC-1 (Direct)	Line Sharing Cost Study
Ronald M. Pate	RMP-1 (Direct) RMP-2 (Direct) RMP-3 (Direct) RMP-4 (Direct)	Draft RSAG Database License Agreement CLEC Reports Internet Screen CSOTS User Guide BST Products and Services Interval Guide
David A. Coon	DAC-1 (Direct)	Service Quality Measurements Plan
W. Keith Milner:	WKM-1 (Direct)	TR 73600

BellSouth reserves the right to file exhibits to any testimony that may be filed under the circumstances identified in Section "A" above. BellSouth also reserves the right to introduce exhibits for cross-examination, impeachment, or any other purpose authorized by the applicable Florida Rules of Evidence and Rules of this Commission.

C. Statement of Basic Position

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

D. BellSouth's Position on the Issues

Issue 1: Should the electronically ordered NRC apply in the event an order is submitted manually when electronic interfaces are not available or not functioning within specified standards or parameters?

Position: Yes. Manual ordering charges should apply when MCI places an order manually, either for its own business reasons or because BellSouth does not have an electronic interface that will allow MCI to place orders electronically. BellSouth is not required to provide electronic ordering for all unbundled network elements, but MCI proposes to be charged a price for electronic ordering regardless of whether BellSouth provides that capability.

Issue 2: What prices should be included in the Interconnection Agreements?

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

Issue 3: Should the resale discount apply to all telecommunications services BellSouth offers to end users, regardless of the tariff in which the service is contained?

Position: BellSouth is only obligated by Section 251(c)(4) of the 1996 Act and the FCC's Rule 51.605(a) to offer a resale discount on telecommunications services that BellSouth provides at retail to subscribers who are not telecommunications carriers. Exchange access services are generally not offered at retail to subscribers who are not telecommunications carriers. Consequently, the resale discount does not apply to services in the access tariff, particularly since, as the FCC has concluded, BellSouth does not avoid any "retail" costs in selling access services at "wholesale."

Issue 5: Should BellSouth be required to provide OS/DA as a UNE?

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

Issue 6: Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network?

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

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

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

Issue 8: **Should UNE specifications include non-industry standard, BellSouth proprietary specifications?**

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

Issue 9: **Should MCIW be required to use a special construction process, with additional costs, to order facilities of the type normally used at a location, but not available at the time of the order?**

Position: Yes. BellSouth is not obligated to construct facilities for MCI under the guise of BellSouth's duty to unbundle its existing network. If MCI wants BellSouth to construct facilities to serve a particular customer where such facilities do not presently exist, MCI must use the special construction process.

Issue 11: **Should MCIW access the feeder distribution interface directly or should BellSouth be permitted to introduce an intermediate demarcation device?**

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

Issue 15: **When an MCIW customer served via the UNE-platform makes a directory assistance or operator call, must the ANI-II digits be transmitted to MCIW via Feature Group D signaling from the point of origination?**

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

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

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

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

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

Issue 22: **Should the Interconnection Agreements contain MCIW's proposed terms addressing line sharing, including line sharing in the UNE-P and unbundled loop configurations?**

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

Issue 23: **Does MCIW's right to dedicated transport as an unbundled network element include SONET rings?**

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

Issue 28: **Should BellSouth provide the calling name database via electronic download, magnetic tape, or via similar convenient media?**

Position: No. BellSouth is not required by the FCC's rules to provide a download, electronically or by any other media, of BellSouth's calling name ("CNAM") database, as MCI is requesting. BellSouth is only required to provide access to the data contained in the database, which BellSouth does.

Issue 29: **Should calls from MCIW customers to BellSouth customers served via UniServe, Zipconnect, or other similar services, be terminated by BellSouth from the point of interconnection in the same manner as other local traffic, without a requirement for special trunking?**

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

Issue 32: Should there be any charges for use of a joint optical interconnection facility built 50% by each party?

Position: In any mutually agreed to joint interconnection arrangement each party should maintain its part of the infrastructure to a common interconnection point. However, the joint provisioning of such a facility should not excuse MCI from paying the appropriate charges for transit traffic provided over such facilities.

Issue 33: Does MCIW have the right to require interconnection via a Fiber Meet Point arrangement, jointly engineered and operated as a SONET Transmission System (SONET ring) whether or not that SONET ring presently exists in BellSouth's network?

Position: MCI can interconnect at any technically feasible point on BellSouth's existing network, including SONET rings. However, consistent with BellSouth's position on Issue 23, BellSouth has no obligation to build SONET facilities for MCI. This is true whether MCI seeks access to SONET facilities as a means of interconnection or as dedicated transport.

Issue 34: Is BellSouth obligated to provide and use two-way trunks that carry each party's traffic?

Position: BellSouth is only obligated to provide and use two-way local interconnection trunks where traffic volumes are too low to justify one-way trunks. In all other instances, BellSouth is able to use one-way trunks for its traffic if it so chooses. Nonetheless,

BellSouth is not opposed to the use of two-way trunks where it makes sense and the provisioning arrangements can be mutually agreed upon.

Issue 36: Does MCIW, as the requesting carrier, have the right pursuant to the Act, the FCC's Local Competition Order, and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point?

Position: MCI has the right to designate the point of interconnection at any technically feasible point for its originating traffic. However, MCI should bear the cost of any facilities that BellSouth must provide on MCI's behalf in order to extend BellSouth's local network to the point of interconnection that MCI designates. BellSouth's position on this issue is consistent with the position advocated by MCI in comments filed with the FCC in 1996.

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

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

Issue 39: How should Wireless Type 1 and Type 2A traffic be treated under the Interconnection Agreements.

Position: This issue deals with whether wireless traffic should be treated as transit traffic for routing and billing purposes. For Wireless Type 1 traffic, BellSouth is unable to determine whether or not the transiting function is being performed. As a result, BellSouth

proposes that traffic involving wireless carriers be treated as if it were land-line traffic originated by either BellSouth or MCI. For Type 2A traffic, this arrangement will continue until the involved parties have the necessary Meet Point Billing system capabilities.

Issue 40: **What is the appropriate definition of internet protocol (IP) and how should outbound voice calls over IP telephony be treated for purposes of reciprocal compensation?**

Position: IP Telephony is telecommunications service that is provided using Internet Protocol (IP) for one or more segments of the call. To the extent technically feasible, reciprocal compensation should apply to local telecommunications provided via IP Telephony. However, long distance calls, irrespective of the technology used to transport them, constitute switched access traffic and not local traffic for which access charges should apply.

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

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

Issue 45: **How should third party transit traffic be routed and billed by the parties?**

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

Issue 46: Under what conditions, if any, should the parties be permitted to assign an NPA/NXX code to end users outside the rate center in which the NPA/NXX is homed?

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

Issue 47: Should reciprocal compensation payments be made for ISP bound traffic?

Position: Reciprocal compensation should not apply to ISP-bound traffic. Based on the Act and the FCC's First Report and Order, reciprocal compensation obligations under Section 251(b)(5) only apply to local traffic. ISP-bound traffic constitutes exchange access service, which is clearly interstate and not local traffic. Nevertheless, without waiving its rights,

BellSouth is willing to abide by the prior Commission decisions on this issue until the FCC establishes an inter-carrier compensation mechanism for ISP-bound traffic.

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

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

Issue 53: Should call jurisdiction be based on the calling party number or on jurisdictional factors that present averages?

Position: While using recorded data, where available, to more accurately bill for calls between the networks of both companies is desirable, a number of limitations preclude BellSouth from using recorded usage data to determine which rates to apply for billing. Until these limitations can be resolved, the parties should continue to use industry defined factors such as the Percent Interstate Usage (PIU) factor and the Percent Local Usage (PLU) factor for billing.

Issue 53A: Should MCIW be required to utilize direct end office trunking in situations involving tandem exhaust or excessive traffic volumes?

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

Issue 56: Should BellSouth be required to provide DC power to adjacent collocation space? (Attachment 5, Section 3.4)

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

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

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

Issue 60: Should BellSouth provide MCIW with specified collocation information at the joint planning meeting?

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

Issue 61: Should the per ampere rate for the provision of DC power to MCIW's collocation space apply to amps used or to fused capacity?

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

Issue 63: Is MCIW entitled to use any technically feasible entrance cable, including copper facilities?

Position: The rules regarding BellSouth's collocation obligations clearly state that an incumbent has no obligation to accommodate non-fiber optic entrance facilities (i.e., copper) unless and until such interconnection is ordered by the state commission. Neither MCI nor any other ALEC should be permitted to place copper entrance facilities (except in conjunction with adjacent collocation) because this would accelerate the exhaust of entrance facilities at BellSouth's central offices at an unacceptable rate.

Issue 64: **Is MCIW entitled to verify BellSouth's assertion, when made, that dual entrance facilities are not available? Should BellSouth maintain a waiting list for entrance space and notify MCIW when space becomes available?**

Position: BellSouth has no objection to MCI visually verifying that another entrance point does not exist. However, BellSouth is not required to provide a "formal tour" of the central office nor to incur the time and expense of maintaining a waiting list simply because dual entrance facilities may not be available.

Issue 65: **What information must BellSouth provide to MCI WorldCom regarding vendor certification?**

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

Issue 66: **What industry guidelines or practices should govern collocation?**

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

Issue 67: When MCIW has a license to use BellSouth rights-of-way, and BellSouth wishes to convey the property to a third party, should BellSouth be required to convey the property subject to MCIW's license?

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

Issue 68: Should BellSouth require that payments for make-ready work be made in advance?

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

Issue 75: For end users served by INP, should the end user or the end user's local carrier be responsible for paying the terminating carrier for collect calls, third party billed calls or other operator assisted calls?

Position: The local carrier (such as MCI) serving the end user via Interim Number Portability facilities is responsible for paying for collect calls, third number calls or other operator handled calls incurred by the end user. MCI is BellSouth's customer of record when INP is used, has all of the information necessary to bill the end user and can put a bock on such calls thereby avoiding the issue entirely.

Issue 80: Should BellSouth be required to provide an application-to-application access service order inquiry process?

Position: No. BellSouth has provided the Exchange Access Control and Tracking ("EXACT") electronic ordering system for the processing of Access Service Requests ("ASRs") submitted by Interexchange Carriers ("IXCs") for access services. Although local

interconnection trunks also are ordered via an ASR, MCI can order all UNEs via a Local Service Request (“LSR”) through one of BellSouth’s UNE ordering interfaces and thereby obtaining the pre-ordering information it desires.

Issue 81: Should BellSouth provide a service inquiry process for local services as a pre-ordering function?

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

Issue 90: Should BellSouth be required to provide completion notices for manual orders?

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

Issue 91: What intervals should apply to FOCs? Should BellSouth be required to check facilities before returning an FOC?

Position: The intervals for FOCs are published in the BellSouth Products & Services Interval Guide to ensure parity of service to all ALECs. MCI’s proposed intervals are unreasonable. Furthermore, BellSouth should not be required to check facilities before returning

a FOC, which BellSouth does not do for its retail customers. and doing so would only lengthen the FOC interval.

Issue 92: Should the parties be required to follow the detailed guidelines proposed by WorldCom with respect to LNP orders?

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

Issue 93: By when must the parties bill for previously unbilled amounts? By when must they submit bills to one another?

Position: Because BellSouth relies on billing information from third parties at times to bill MCI, BellSouth should be permitted to bill charges to the full extent allowed by law rather than the artificial time limits proposed by MCI.

Issue 94: Should BellSouth be permitted to disconnect service to MCIW for nonpayment?

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

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

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

Issue 96: Should BellSouth be required to give written notice when a central office conversion will take place before midnight or after 4 a.m.?

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

Issue 96A: Should BellSouth be required to provide customer service record (CSR) information in a format that permits its use in completing an order for service?

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

Issue 97: Should BellSouth be required to provide MCIW with notice of changes to NPA/NXXs linked to Public Safety Answering Points as soon as such changes occur?

Position: MCI has proposed language that purports to obligate BellSouth to notify MCI immediately of any changes to the emergency public agency telephone numbers such as

Public Safety Answering Point (PSAP) numbers linked to certain NPA/NXX codes. However, this information is proprietary customer information that BellSouth is not free to disclose without prior consent of the PSAP. BellSouth has agreed to provide MCI 911 and E-911 service in the same manner as BellSouth provides itself, which is all that is required.

Issue 99: Should BellSouth be required to provide MCIW with 10 digit PSAP numbers?

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

Issue 100: Should BellSouth operators be required to ask callers for their carrier of choice when such callers request a rate quote or time and charges?

Position: BellSouth's operators may respond to customer inquiries concerning rates and time charges for BellSouth's retail services. However, BellSouth is not obligated to inquire about a customer's carrier of choice, as requested by MCI, or to transfer such call to the customer's carrier of choice.

Issue 101: BellSouth required to provide shared transport in connection with the provision of custom branding? Is MCIW required to purchase dedicated transport in connection with the provision of custom branding?

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

or directory services platform. With the AIN method of customized routing, shared trunk groups may be used between the BellSouth end office switch and the AIN hub location.

Issue 102: Should the parties provide “inward operator services” through local interconnection trunk groups using network routable access codes BellSouth establishes through the LERG?

Position: Dedicated trunks are required for inward operator services between MCI, or its operator services provider, and the BellSouth operator services platform (TOPS).

Issue 105: What performance measurement system should BellSouth be required to provide?

Position: This issue should be referred to the generic performance measurements docket (Docket 000121-TP), which the Florida Public Service Commission has convened to consider the very issue MCI seeks to arbitrate. In the interim, and pending completion of this generic docket, BellSouth is willing to incorporate its Service Quality Measurements in the parties' interconnection agreement.

Issue 107: Should the parties be liable in damages, without a liability cap, to one another For their failure to honor in one or more material respects any one or more of the material provisions of the Agreements?

Position: The language proposed by MCI regarding a liability cap for damages is not subject to the Section 251 requirements of the Act. MCI's proposed language is not appropriate for inclusion in the Interconnection Agreement, therefore, BellSouth proposes that

the Commission reject MCI's language and approve only the language already agreed to by both parties.

Issue 108: **Should MCIW be able to obtain specific performance as a remedy for BellSouth's breach of contract?**

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

Issue 109: **Should BellSouth be required to permit MCIW to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, effective as of the date of MCIW's request. Should BellSouth be required to post on its website all BellSouth's interconnection agreements with third parties within fifteen days of the filing of such agreements with the FPSC?**

Position: MCI should be permitted to substitute more favorable terms and conditions consistent with the 1996 and applicable FCC rules. Because approved interconnection agreements are available from the Commission, BellSouth should not be required to post them on a website, as MCI has requested, particularly agreements that have not even been approved.

Issue 110: **Should BellSouth be required to take all actions necessary to ensure that MCIW confidential information does not fall into the hands of BellSouth's retail operations, and should BellSouth bear the burden of proving that such disclosure falls within enumerated exceptions?**

Position: BellSouth is willing to take all reasonable actions necessary to ensure that MCI's confidential information does not fall into the hands of BellSouth's retail operations. The

burden of proving that BellSouth has failed to do so should rest with MCI. However, BellSouth should not be strictly liable for taking all actions, as MCI proposes.

Issue 111: Should MCIW's proposed procedures be followed for reporting and auditing of PIUs and PLUs?

Position: The agreement should clearly state the scope of the audit, the responsibilities of the parties in preparing for the audit, how the results will be used to improve the accuracy of the factors going forward and who will be responsible for paying for the audit. BellSouth's proposed language provides a number of details missing from the language proposed by MCI.

E. Stipulations

Since the Commission's July 21, 2000 Order Establishing Procedure, the following issues have either been resolved, consolidated, or withdrawn: Issues 4, 7, 12, 16, 35, 43, 54, 57, 76, 78, 83, 84, 85, 87, 88, 89, 98, 103, and 106.

I. Pending Motions

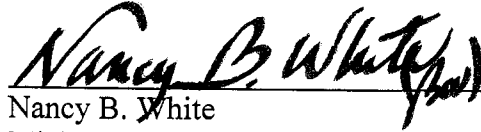
None at this time.

J. Other Requirements

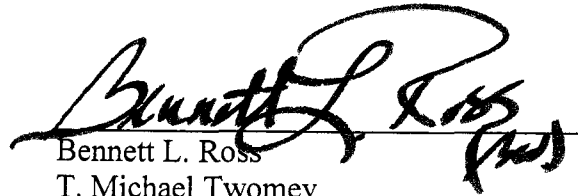
None at this time.

Respectfully submitted, this 7th day of September, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.

A handwritten signature in black ink that reads "Nancy B. White". The signature is written in a cursive style and is positioned above a horizontal line.

Nancy B. White
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A handwritten signature in black ink that reads "Bennett L. Ross". The signature is written in a cursive style and is positioned above a horizontal line.

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