State of Florida

Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: SEPTEMBER 24, 1998

TO: DIRECTOR, DIVISION OF RECORDS AND REPORTING (BAYÓ)

FROM: DIVISION OF COMMUNICATIONS (STAVANJA, MUSSELWHITE, CORDIANO)
DIVISION OF LEGAL SERVICES (BEDELL)

RE: DOCKET NO. 980281-TP - COMPLAINT OF MCI METRO ACCESS TRANSMISSION SERVICES, INC. AGAINST BELLSOUTH TELECOMMUNICATIONS, INC. FOR BREACH OF APPROVED INTERCONNECTION AGREEMENT.

AGENDA: OCTOBER 6, 1998 - REGULAR AGENDA - POST HEARING DECISION - PARTICIPATION IS LIMITED TO COMMISSIONERS AND STAFF

CRITICAL DATES: NONE

SPECIAL INSTRUCTIONS: NONE

FILE NAME AND LOCATION: S:\PSC\CMU\WP\980281.RCM

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LIST OF ACRONYMNS

AIN	Advanced Intelligence Network
ALEC	Alternative Local Exchange Carrier
ALI/DMS	Automatic Location Identification/Data Management System
ASR	Access Service Request
BR	Brief of Evidence
BST/BellSouth	BellSouth Telecommunications, Inc
CABS	Carrier Access Billing System
CGI	Common Graphical Interface
CLLI	Common Language Location Identifier
CORBA	Common Object Request Broker Architecture
CPNI	Customer Proprietary Network Information
CSA	Contract Service Arrangement
CSR	Customer Service Record
CSV	Common Space Value
DA	Directory Assistance
DADS	Directory Assistance Database Service
DADAS	Directory Access to Directory Assistance Services
DOE	Direct Order Entry
DOJ	Department of Justice
DSAP	Direct Order Entry Support Application Program

EBI	Electronic Bonding Interface
EC-Lite	
ECG	Electronic Communications Gateway
ECIC	Electronic Communications Interface Committee
EDI	Electronic Data Interchange
EDI-PC	Electronic Data Interchange - Personal Computer
EMR	Exchange Message Record
EXACT	Exchange Access Control and Tracking System
EXH	Exhibit
FCC	Federal Communications Commission
FID	Field Identifier
FOC	Firm Order Confirmation
FPSC	Florida Public Service Commission
FUEL	FID, USOC, and Edit Library
ICREF	Interexchange Carrier Reference Validation
ICSC	Interexchange Carrier Service Center
ILEC	Incumbent Local Exchange Carrier
ISDN	Integrated Services Digital Network
IXC	Interexchange Carrier
LCSC	Local Carrier Service Center
LENS	Local Exchange Navigation System

LEO	Local Exchange Ordering
LERG	Local Exchange Routing Guide
LESOG	Local Exchange Service Order Generator
LIDB	Line Information Database
LSR	Local Service Request
MAC	Move, add, or change order
MCIm	MCI Metro Access Transmission Services, Inc.
OBF	Ordering and Billing Forum
OSS	Operational Support Systems
POTS	Plain Old Telephone Service
RNS	Regional Negotiation System
RSAG	Regional Street Address Guide
SAG	Street Address Guide
SCE	Service Creation Environment
SCP	Signaling Control Point
SDTS	Soft Dial Tone Service
SMS	Service Management System
SOCS	Service Order Control System
SOER	Service Order Edit Routine
SOLAR	Service Order Layout Assembly Routine
SONGS	Service Order Negotiation System
SS7	Signaling System 7
STP	Signaling Transfer Point
TA96/ACT	Telecommunciations Act of 1996
TAFI	Trouble Analysis Facilitation Interface

TCAP	Transaction Capability Application Part
TCBH	Time Consistent Busy Hour
TR	Transcript
TSLRIC	Total Service Long Run Incremental Cost
UNE	Unbundled Network Element
USOC	Uniform Service Order Code

EXECUTIVE SUMMARY

Issue 1 addresses whether or not BellSouth (BST) provided MCImetro (MCIm) with information about BST's OSS and related databases in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff believes that the system disclosure requested by MCIm is not required and goes beyond the scope of the parties' interconnection agreement. Therefore, staff recommends that BST has provided MCIm with information about BST's OSS and related databases in compliance with the parties' interconnection agreement.

Issue 2 addresses whether or not BellSouth has provided MCIm with the Street Address Guide (SAG) data in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff is recommending that the Commission find that BST has failed to provide Regional Street Address Guide (RSAG) data to MCIm in compliance with the parties' Interconnection Agreement. In addition, staff is recommending that the Commission require BST to negotiate in good faith with MCIm and provide MCIm a subset of the Florida-specific RSAG data, excluding any proprietary information. BellSouth should provide MCIm a download of this database, with subsequent updates on the same day that the changes occur at no cost to MCIm. Further, staff is recommending that the Commission require BST to provide the initial download to MCIm within 30 days of the Commission's final order.

Issue 3 addresses whether or not BellSouth provided MCIm with the due date calculation for a service order request from a customer in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff is recommending that the Commission find that BST has failed to provide MCIm with the due date calculation for a service order request from a customer in compliance with the parity standard of the parties' interconnection agreement. Therefore, staff is recommending that in the advance of industry standard interfaces, the Commission should require BST to provide MCIm with the ability to calculate due dates in the inquiry mode of LENS, including due dates for UNEs, within 30 days of the Commission's final order. In addition, staff believes that the national standard interfaces jointly being developed by BST and MCIm should include a due date calculation function, including the calculation of due dates for UNEs, and the interfaces should integrate the data from the interval table with the data from the scheduling table to produce the available due dates as BST has done for itself.

Issue 4 addresses whether or not BST provided MCIm with access to telephone numbers and telephone number information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff is recommending that BST has not provided MCIm with access to telephone numbers and telephone number information in compliance with the parties' Interconnection Agreement. Therefore, staff recommends that the Commission require BST to modify LENS to provide MCIm with: the ability to reserve the same number of telephone numbers per order as BST; the capability to automatically assign a customer a telephone number; a list of the available NXX codes in LENS, as BST has done for itself. Staff further recommends that the Commission require BST to make these modifications within 30 days of the Commission's final order.

Issue 5 addresses whether or not BST provided MCIm with access to Universal Service Order Codes (USOCs) in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff is recommending that BST has not provided MCIm with access to USOC Codes in compliance with the parties' Interconnection Agreement. Therefore, staff is recommending that the Commission require BST to provide MCIm with the Field Identifier (FID) and state validity information in the same comma spaced value format that BST currently provides to MCIm for USOCs, within 30 days of the Commission's final order.

Issue 6 addresses whether or not BST provided MCIm with customer service record (CSR) information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff is recommending that BST has not provided MCIm with customer service record information in compliance with the parties' Interconnection Agreement. Therefore, staff is recommending that the Commission require BST to provide MCIm with access to all CSR data, including pricing information, unless BST is not authorized to release such information either by the customer or pursuant to applicable law, rule or regulation. In addition, staff is recommending that the Commission require BST to provide MCIm with a CSR Schema. Staff is further recommending that the Commission require BST to provide this information to MCIm within 30 days of the Commission's final order.

Issue 7 addresses whether or not BST provided MCIm with service jeopardy notification in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff is recommending that BST has not provided MCIm with service jeopardy notification in compliance with the parties'

Interconnection Agreement. Therefore, staff is recommending that the Commission require BST to provide MCIm with service jeopardy notification via EDI, within 30 days of the Commission's final order.

Issue 8 addresses whether or not BST provided MCImetro with firm order confirmations (FOCs) in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff is recommending that the Commission order BST to comply with the timeframes for returning FOCs as provided in the agreement. To the extent any modifications to BST's OSS are necessary, staff recommends that the Commission order BST to make such modifications within 30 days of the final order in this proceeding.

Issue 9 addresses whether or not BST provided MCIm with network blockage measurement information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff is recommending that the Commission order BST to provide the blockage data on the trunks serving MCIm in the same manner and for the same threshold levels as currently provided to IXCs, within 30 days of the Commission's order. Staff is recommending that the information that BST should provide be for blockage on every trunk group that carries MCIm's local traffic, blockage on those trunk groups that emanate from BST'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.

Issue 10 addresses whether or not BST provided MCIm with local tandem interconnection information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff is recommending that the Commission order BST to identify and make available to MCIm all existing independent telephone company local and EAS routes served by BST's local tandems. In addition, staff is recommending that the Commission order BST to provide a complete list of Common Language Location Identifier (CLLI) codes for the local tandems. Further, staff is recommending that the Commission urge the parties to continue to exchange any additional information necessary to facilitate interconnection and trunk routing at BST's local tandems. Finally, staff is recommending that BST should be required to provide the information within 30 days of the Commission's Order.

Issue 11 addresses whether or not BST provided MCIm with recorded usage data in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff is recommending that the Commission find that BST has not provided MCIm with recorded usage data in compliance with the parties' interconnection agreement. Staff is recommending that the Commission order BST to provide 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, when requested by MCIm. Staff is recommending that this should apply only to those BST switches that have the capability to record such usage data and where MCIm is providing service using BST's local switching element. Staff is also recommending that BST should begin providing MCIm the recorded usage data within 30 days of the Commission's Order.

Issue 12 addresses whether or not BST provided MCIm with access to directory listing information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement. Staff believes BST is not providing access to directory assistance (DA) listing information in compliance with the BST/MCIm Agreement. Staff is recommending that the Commission require BST to provide all DA database listing information available to BST, excluding the identity of the subscriber's local service provider, to MCIm within 30 days of the Commission's Final Order.

Issue 13 addresses whether or not BST provided MCIm with soft dial tone service in compliance with the Telecommunication Act of 1996 and the parties' Interconnection Agreement. Staff believes that BST is not providing MCIm with soft dial tone service (SDTS) on a competitively neutral basis as required in the BST/MCIm Agreement. Staff is recommending that the Commission should require BST to provide unbranded SDTS, within 30 days of the Commission's Final Order, for the duration of any temporary disconnection for non-payment of a MCIm subscriber's local residential service.

Issue 14 addresses whether or not this docket should be closed. Staff is recommending that the Commission close the docket.

CASE BACKGROUND

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

On July 23, 1998, the Commission held a prehearing conference in which, among other things, the issues in this proceeding were clarified. As stated in the prehearing order, although the wording of the issues include whether BST has violated the Act, the parties agreed with the Prehearing Officer that the issues truly concern whether BST is in compliance with the parties' interconnection agreement. Therefore, the prehearing order clarified that the Commission's primary focus is to interpret the agreement to see if the parties are in compliance with the agreement, and where necessary look to the Act.

On August 5, 1998, the Commission held a hearing in which it received testimony concerning MCIm's claims that BST failed to perform under the terms of the agreement. This is staff's recommendation construing the parties' interconnection agreement with respect to the issues addressed in this proceeding.

DISCUSSION OF THE ISSUES

ISSUE 1: Has BST provided MCImetro with information about BST's OSS and related databases in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

RECOMMENDATION: Yes. Staff believes that the system disclosure requested by MCIm is not required and goes beyond the scope of the parties' interconnection agreement. Therefore, staff recommends that BST has provided MCIm with information about BST's OSS and related databases in compliance with the parties' interconnection agreement. **(Musselwhite)**

POSITION OF PARTIES:

MCImetro: No. BST has failed to provide MCImetro with the information about BST's internal OSS and related databases that is needed to judge whether the OSS provided to MCIm is at parity with that used by BST. BST should be required to provide MCIm with a detailed listing of BST's OSS systems, the technical specifications for such systems, a detailed listing of its databases, and the database descriptions for such databases within 10 days from the date of the Commission's final order.

BELLSOUTH: Yes. OSS materials, updates, and training have been provided to MCIm. No action need be taken by the Commission.

STAFF ANALYSIS: This issue concerns whether or not BST has provided MCIm with information about BST's Operational Support Systems (OSS) and related databases in compliance with the parties' interconnection agreement.

MCIm's witness Martinez states that the parties' interconnection agreement requires BST to provide OSS systems to MCIm at parity with what BST provides to itself. (TR 10, 16) Witness Martinez argues that in order to determine that parity is being achieved, MCIm must be given the information concerning the OSS systems and databases that BST uses for its retail customers. (TR 11) Without such information, MCIm argues that it cannot compare the capabilities of BST's OSS systems with the OSS capabilities that BST has provided to MCIm. (TR 16) MCIm witness Green states that such information is being requested because during OSS presentations at Section 271 proceedings in several of

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BST's states, MCIm discovered that BST's own OSS capabilities "far exceeded the capabilities that BST afforded to ALECs." (TR 183) Therefore, MCIm contends that with the information that it is requesting, MCIm will be able to determine what capabilities and information it is entitled to under the parity standard. (TR 16)

MCIm contends that in order to meet the parity requirements of the parties' agreement, BST should be required to provide MCIm with a "thorough and systematic disclosure" of BST's OSS systems and databases. (TR 16) First, MCIm requests that BST provide MCIm with a detailed listing of all OSS systems that BST uses, so that MCIm can compare that list to a list of systems that BST provides for MCIm's use. (TR 16, 154) Second, MCIm is requesting all technical specifications for each BST system. (TR 16, 154) Witness Green states that this 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. (TR 154) Witness Martinez states that this will allow MCIm to determine the functions that BST performs for its own retail operations, and thus MCIm will be able to make a comparison with the functions available to it. (TR 16-17) MCIm also requests 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 that BST has made available to MCIm. (TR 16-17, 154) Finally, MCIm argues that BST should be required to provide MCIm with 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. (TR 17, 154)

Witness Martinez, who negotiated the parties' interconnection agreement for MCIm, states that none of the provisions in the agreement that MCIm relies upon specifically states that MCIm shall have access to information about BST's OSS systems. (TR 64-65) Further, witness Martinez states 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. (TR 66, 77; EXH 3, pp.16-17) In addition, witness Martinez agrees with BST that having complete information about all of BST's OSS systems is more "a reality check with respect to parity" rather than what MCIm needs for any services that it is asking BST for at the present time. (EXH 3, pp.84, 86-87) Nevertheless, MCIm contends that the parity provisions of the

interconnection agreement entitle MCIm to the system disclosure that it is requesting. (TR 16) Witness Martinez states, and BST witness Hendrix agrees, that Part A, §§ 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. (TR 11-12, 428) Both parties agree that the agreement requires BST 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. (TR 428) Part A, § 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, § 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, § 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.

In addition, the parties cite Attachment VIII, §§ 2.1.1.2, 2.3.1.3, 5.1.1.1, and 5.1.1.2, which sets 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. (TR 11-13, 406-407) Staff would note, however, that BST does not cite §

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2.1.1.2, nor does MCIm cite § 5.1.1.2 of the agreement. Attachment
VIII, § 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, § 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, § 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...

Finally, Attachment VIII, § 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 contends that it has met its obligations to MCIm under the parties' interconnection 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. (TR 282) Witness Stacy argues, however, that the parties agreement does not permit MCIm to "inspect" BST's OSS and related databases. (TR 281) Witness Stacy argues that BST's internal back office systems are proprietary intellectual property "because they contain software which is trade secret information." (TR 282) Witness Stacy states that such information would include BST's marketing and sales information. (TR 326) In addition, witness Stacy states that there is no provision in the Interconnection Agreement that entitles MCIm to:

the technical specifications or layouts of BellSouth's proprietary internal operating systems or related databases that are beyond the scope of the ALECs' interfaces to those systems or databases. (TR 282)

Witness Stacy argues 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. (TR 283, 396) Further, witness Stacy states 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 interconnection agreement. (TR 353; EXH 10, p.7) Witness Stacy states that BST has the duty to disclose the information about its OSS to the Commission, as required by the Commission, so that the Commission can decide what information should be disclosed to the ALECs. (EXH 10, pp.12-13)

According to witness Stacy, BST uses over 400 OSS systems, of which sixty or seventy relate to the five traditional OSS functions: pre-ordering, ordering, provisioning, maintenance and

repair, and billing. (EXH 10, pp. 20,23,25) Witness Stacy states 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." (EXH 10, p.24) Further, witness Stacy states 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." (EXH 10, p.21) Witness Stacy states that some of the systems could be summarized in a paragraph, but in some cases it would be "more lengthy." (EXH 10, p.22) Nevertheless, witness Stacy contends that all of the systems that support the five OSS functions have been made publicly available in a book that BST prepared for the Department of Justice (DOJ). (EXH 10, p.23; EXH 15) Witness Stacy states that the document submitted to the DOJ describes the BST processes for each OSS function and the systems that those processes interact with "in summary level detail all the way through the process until the service is done." (EXH 10, p.25) Witness Stacy also states that most of the databases BST uses in connection with the five OSS functions were "incorporated by reference" in the DOJ document. (EXH 10, p.28) 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. (EXH 10, p.26)

Finally, BST argues 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. (TR 326) Witness Stacy argues that without inspecting BST's proprietary systems, 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 its website provide a comparison of BST's performance for ALECs with BST's retail performance, where retail analogues exists. (TR 326) In addition, BST contends that besides performance measurements, ALECs, including MCIm, can use the Change Control Process to "proactively" request functionality from BST. (EXH 10, p.14) BST states that the Change Control Process was established to facilitate a process whereby BST and ALECs can manage requested changes and enhancements to the ALEC electronic interfaces. According to witness Stacy, participating ALECs, which include MCIm, may submit changes and request enhancements to the electronic interfaces through this process. (TR 316) BST states that participating ALECs, who use the interface being potentially modified, vote on the changes and enhancements. (TR 316-317)

Conclusion

Based on the evidence in the record, staff believes that the system disclosure requested by MCIm is not required and goes beyond the scope of the parties' interconnection agreement. Although staff believes that such disclosure would benefit MCIm, MCIm admits that the disclosure that it is requesting was not contemplated during the negotiation of the agreement. In addition, staff believes that since granting MCIm's request would go beyond the scope of the parties' agreement, it could result in an unfair taking of BST's intellectual property. Staff would note, however, that denying MCIm's request does not preclude this Commission from requesting and reviewing information about BST's OSS systems and databases to determine whether parity exists. In conclusion, staff recommends that BST has provided MCIm with information about BST's OSS and related databases in compliance with the parties' interconnection agreement.

Staff would note that although it is not a specified issue, an underlying issue that appears throughout this record is the issue of an integrated pre-ordering and ordering interface. Witness Stacy states that there soon will be four different interfaces available that integrate the pre-ordering and ordering functions. These interfaces include CGI LENS, EC-Lite, EDI TCP/IP, and CORBA. (EXH 10, p.42)

Witness Stacy states that the CGI specifications were added to LENS because in its South Carolina and Louisiana 271 rulings the FCC "made it clear" that LENS by itself did not provide nondiscriminatory access to the pre-ordering function. Although BST disagrees with this finding, witness Stacy states that the Common Graphical Interface (CGI) was added to LENS in order to make the interface a "machine to machine" interface as required by the FCC. (EXH 10, p.34) Thus, BST contends that the CGI specification makes LENS an interface that could be used by ALECs to integrate the pre-ordering and ordering functions.(EXH 10, p.52) However, BST states that currently no ALECs are using CGI LENS to place orders. Nevertheless, witness Stacy states that two ALECs are using CGI LENS to obtain preordering information, one of which is MCIm. (EXH 10, p.63) Witness Green states that MCIm is using CGI LENS for the sole purpose of obtaining customer service records, as discussed in Issue 6. (EXH 8, p.35) In addition, BST states that by late 1999 or early 2000, it expects the LENS interface to be completely replaced with the emerging national standard interfaces. (EXH 11, pp.14-15)

With respect to EC-Lite, BST states that it was developed for AT&T, and that AT&T is the only ALEC that uses it. (EXH 11, p.13) Witness Stacy states that EC-Lite, like CGI LENS, was turned down as a national standard interface. (EXH 11, pp.13-14) Therefore, witness Stacy does not believe that any ALEC other than AT&T will use EC-Lite. (TR 369)

Both MCIm and BST agree that the Electronic Communications Interface Committee (ECIC), which is a committee formed under the Ordering and Billing Forum (OBF), has approved the CORBA (Common Object Request Broker Architecture) and EDI TCP/IP protocols as national industry standards. The parties also agree that although the ECIC Committee (made up of RBOCs and ALECs) does not have any legal authority, the industry has given the committee the responsibility to develop the industry standard interfaces that the members agree to implement. (EXH 11, p.16; EXH 3, p.90) Since the ECIC Committee has approved the CORBA and EDI TCP/IP protocols, witness Stacy states that BST is committed to developing both standards. (EXH 10, pp.64-65) According to witness Stacy, the CORBA version of the Application Program Interface (API) is being developed in two phases. Witness Stacy states that the CORBA pre-ordering portion became available on August 30, 1998, while the CORBA ordering portion will not be available until November 1, 1998. (EXH 11, p.6) Further, witness Stacy states that the pre-ordering EDI TCP/IP SSL3 interface is tentatively scheduled to be developed by the end of this year; however, witness Stacy states that part of the development work must be done jointly with MCIm. (EXH 10, p.65) Witness Stacy also states that the EDI TCP/IP SSL3 pre-ordering interface will be integratable with the national standard EDI ordering interface. (EXH 10, p.65) Thus, since MCIm plans to use EDI, staff believes that once the EDI national standard pre-ordering interface is developed and integratable with the national standard EDI ordering interface, many of MCIm's problems contained in this complaint will be resolved. Therefore, staff encourages the parties to work together in order to implement expeditiously the national standard interfaces.

ISSUE 2: Has BellSouth provided MCImetro with the Street Address Guide (SAG) data in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

RECOMMENDATION: No. Staff recommends that BST has failed to provide Regional Street Address Guide (RSAG) data to MCIm in compliance with the parties' Interconnection Agreement. Therefore, staff recommends that the Commission require BST to negotiate in good faith with MCIm and provide MCIm a subset of the Florida-specific RSAG data, excluding any proprietary information. BellSouth should provide MCIm a download of this database, with subsequent updates on the same day that the changes occur, at no cost to MCIm. Staff recommends that the Commission require BST to provide the initial download to MCIm within 30 days of the Commission's final order. **(Musselwhite)**

POSITION OF PARTIES:

MCImetro: No. BST has refused to provide MCImetro with a download of the RSAG database. The provision of limited access to this database through LENS does not comply with BST's contractual obligations. BST should be ordered to provide MCImetro a download of RSAG database and a description of the database within 10 days after the Commission's final order, and downloads of subsequent changes to the database on the same day the changes are made.

BELLSOUTH: Yes, BellSouth has made the information in the SAG available to MCIm via LENS and EC-Lite. BellSouth has also offered to provide SAG extracts to MCIm. No action need be taken by the Commission.

STAFF ANALYSIS: This issue concerns whether or not the parties' Interconnection Agreement requires BST to provide MCIm with a download of the Regional Street Address Guide (RSAG) database. If the Commission determines that BST is required to provide a download of RSAG, then a second issue arises, which is what amount, if any, should MCIm pay to receive this information.

According to BST witness Stacy, 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." (TR 285) Witness Stacy states that the RSAG database is used to determine whether a specific street address, by lot

number, is valid. (EXH 10, p.68) In addition, witness Stacy states 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, RSAG indicates whether or not Quick Serve, which is defined and discussed in Issue 13, is available at the dwelling unit. (EXH 10, p.67) However, witness Stacy states that RSAG does not provide the customer name, because this is a database of addresses and facility availability. (EXH 10, pp.67-68)

MCIm contends that it needs, and is entitled to, a download of the RSAG database, while BST argues that the agreement only requires it to make such information available through an electronic interface. (TR 164, 286) Nevertheless, the parties agree that the controlling provisions of the Interconnection Agreement with regard to RSAG information are Attachment VIII, §§ 2.1.3.1, 2.3.2.5, and the chart on p.93. Attachment VIII, §2.1.3.1 provides that:

> 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, § 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 p.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 contends that the agreement requires BST to provide it with a download of the RSAG database. Witness Martinez states that Section 2.1.3.1 refers to BST providing MCIm with a one-time occurrence of the RSAG data. Further, witness Martinez states that

Section 2.3.2.5 allows MCIm to have online access to RSAG data. (TR 18) Witness Martinez states:

> The existence of this 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 Subsection 2.1.3.1.

Further, witness Martinez states that the chart on p.93 of Attachment VIII of the agreement sets forth that BST is 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. (TR 19) Therefore, witness Martinez contends that the agreement requires BST to provide MCIm with a one-time download of RSAG as provided in Section 2.1.3.1 of Attachment VIII. (TR 19)

As stated above, BST agrees with MCIm on which provisions of the agreement control the RSAG data; however, BST disagrees with MCIm's interpretation of these provisions. Witness Hendrix states that providing MCIm with the RSAG information on a one-time basis was to be accomplished through an electronic interface which the parties were unable to reach an agreement on. (TR 436) Witness Hendrix contends 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 to access the data and reproduce it in whatever manner they deemed appropriate. (TR 432, 437) In addition, witness Hendrix contends that MCIm could then update this information on a regular basis through the electronic interface. (TR 432) According to witness Hendrix, BST was willing to work with MCIm to develop such a capability for MCIm, but if BST performed such work BST would bill MCIm. (TR 437; TR 167) Further, witness Hendrix states 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 (Local Exchange Navigation System) and ICREF (Interexchange Carrier Reference Validation), which are both available to MCIm, provide such access to RSAG. (TR 429-430; EXH 8, p.87)

Although MCIm witness Green agrees with BST that LENS and ICREF provide real-time electronic access to RSAG, MCIm contends that these interfaces do not comply with the agreement. (TR 35,165, 238) 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. (TR 35, 82) Witness Martinez contends 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. (TR 36, 82) In addition, witness Green states that neither LENS nor ICREF provides the RSAG data to MCIm so that MCIm can integrate the pre-ordering and ordering functions. (TR 163) Witness Green states that LENS and ICREF provide RSAG information on a "transaction-by-transaction" basis for one address at a time. (TR 163-164) Further, witness Green states that access via LENS and ICREF allows MCIm to retrieve the address validation information from RSAG, but then they require MCIm to retype this information into MCIm's system, which creates the potential for errors. (TR 240) Witness Green states 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, and thus integrate the pre-ordering and ordering functions. (TR 164, 240) In addition, MCIm contends that with the RSAG download and updates it would be able to reduce errors by eliminating the need to retype information, and thus substantially reduce the risk of rejected orders, while saving MCIm time and money. (TR 164, 240)

With regard to the cost of providing a download of the RSAG database, both parties agree that the agreement does not address price. (TR 79, 437) MCIm contends that there was never any discussion about price with respect to BST providing this database to MCIm. According to MCIm, if a price had been anticipated, it would have been included in the parties' agreement. (TR 137-138) In addition, witness Martinez states, and BST agrees, 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. (TR 137; EXH 3, p.28) Witness Martinez states 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. (TR 137)

Witness Stacy states that BST provided MCIm with the MSAG database at no cost because it was already downloadable. (TR 361,398) According to witness Stacy, MSAG was set up for E911 database validation, so that in an emergency situation an emergency dispatcher can quickly find an address. Further, witness Stacy states that 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. (TR 361,397-398; EXH 11, pp.19-20) Witness Stacy also states that it is expensive to develop the capability to download the RSAG for two reasons. First, BST must write a complex software program to extract the data from twelve different computers and put that information into a single file. Second, BST must set up a continuous process to extract the updates and transmit them to MCIm. Witness Stacy states that this requires BST to invest in disk storage space, machine hardware and in employees to support the ongoing transmittals to MCIm. (EXH 10, p.77)

BST witness Hendrix contends that the parties did not discuss the cost of providing the RSAG database to MCIm because, according to BST, MCIm was to provide the electronic vehicle to gain access to the RSAG database. Witness Hendrix states that if MCIm wanted BST to develop that capability, then MCIm was to make a bona fide request to BST, so that BST could determine the cost. (TR 438) Nevertheless, witness Hendrix states that pursuant to MCIm's repeated requests for a download of RSAG, BST sent witness Green a letter detailing the price to develop and provide the RSAG download to MCIm. (TR 438; EXH 16, BG-11) 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. In addition, 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 this project would be within +/- 15% of this estimate. (EXH 16, BG-11)

In a letter dated December 16, 1997, MCIm witness Green rejected BST's offer. In his letter, witness Green 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. (EXH 16, BG-12)

Staff would note that whether or not MCIm will receive a download of RSAG is really no longer at issue. The Georgia Public Service Commission, in a generic OSS proceeding, ordered BST to make a download and periodic updates of RSAG available to any requesting ALEC. (EXH 8, p.26; EXH 10, p.69) According to BST witness Stacy, a download of the entire region-wide RSAG database is scheduled to be provided to MCIm by the end of September 1998. (EXH 11, pp.21-22; TR 356) However, witness Stacy states that it is BST's intention to negotiate with MCIm "a subset of the database to

be downloaded." (TR 356) Witness Stacy states that the reason for this is because only five percent of the volume of the database relates to validating an address. (TR 360) Further, witness Stacy argues that the BST proprietary marketing data that resides in the database should not be given to MCIm. (TR 360, EXH 11, p.22) Nevertheless, witness Stacy states that BST will provide all of the address validation and facility availability data to MCIm. (EXH 11, p.22) Witness Stacy also states that given the Georgia order, BST will "let MCIm look at that database and we're going to jointly decide what they want out of that extract." (EXH 10, p.75) To accomplish this, both parties state that they are holding meetings to negotiate the scope of the data to be provided. (TR 242; EXH 11, p.22) However, MCIm maintains that the interconnection agreement entitles it to the entire RSAG database. MCIm states that it is willing to negotiate to accept a subset of the RSAG database; however, MCIm contends that any such limitation must be the product of negotiations, and not unilaterally decided upon by BST. (TR 241-242; BR, p.10) Staff would note that BST states that the cost it proposed to MCIm to provide the RSAG database is for the subset of the database that BST is willing to provide to MCIm. (TR 360)

The parties both state that in addition to requiring BST to provide the RSAG to requesting ALECs, the Georgia Commission has an open cost docket which sets forth a mechanism to determine the cost of providing this information. (EXH 8, pp.28,91; TR 357) However, witness Stacy states that the mechanism in place is for the parties to negotiate a price, and if the parties cannot resolve their differences, then the Georgia Commission will arbitrate the price. (TR 357) Witness Stacy states that an arbitrated decision by the Georgia Commission would only be valid for Georgia. (TR 357-358)

Conclusion

Staff believes that under the terms of the parties' interconnection agreement, BST is required to provide MCIm with a download of the RSAG database; however, staff believes that the parties should negotiate in good faith what subset of the database will be provided. This subset would exclude any BST proprietary information, but would include at a minimum all of the Florida address validation and facility availability data. In addition, staff believes that BST should be required to provide subsequent updates to the RSAG database on the same day as the changes occur. Although staff believes that the cost to develop and maintain this database should be shared by the parties, there is no language in the contract that would require MCIm to pay for the RSAG data.

Further, MCIm has requested that BST provide the RSAG download within 10 days of the Commission's final order. Staff believes, however, that because the parties should negotiate a subset of the database, 10 days from the final order may not leave BST sufficient time to comply. Thus, staff believes that the Commission should require BST to provide the initial download of the database within 30 days of the Commission's final order. Therefore, staff recommends that the Commission require BST to negotiate in good faith with MCIm which subset of the Florida-specific RSAG data should be provided. Staff recommends that BST provide the initial database, and subsequent updates to the database at no charge to MCIm. Staff recommends that the subsequent updates be provided to MCIm on the same day that the changes occur. In addition, staff recommends that the Commission require BST to provide the initial download of the database within 30 days of the Commission's final order.

ISSUE 3: Has BellSouth provided MCImetro with the due date calculation for a service order request from a customer, in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any should the Commission take?

RECOMMENDATION: No. Staff believes that BST has failed to provide MCIm with the due date calculation for a service order request from a customer in compliance with the parity standard of the parties' interconnection agreement. Staff recommends that in the advance of industry standard interfaces, the Commission should require BST to provide MCIm with the ability to calculate due dates in the inquiry mode of LENS, including due dates for UNEs, within 30 days of the Commission's final order. In addition, staff believes that the national standard interfaces jointly being developed by BST and MCIm should include a due date calculation function, including the calculation of due dates for UNEs, and the interfaces should integrate the data from the interval table with the data from the scheduling table to produce the available due dates as BST has done for itself. **(Musselwhite)**

POSITION OF PARTIES:

MCImetro: No. BST has not provided MCImetro with parity in the calculation of due dates for service order requests. BST should be ordered to provide MCImetro with the same capability to calculate due dates that BellSouth has for itself, through a system that can be integrated with MCIm's ordering system, within 30 days of the Commission's final order.

BELLSOUTH: Yes. BellSouth has provided MCIm with access to due date information and functions in substantially the same time and manner as BellSouth's access for its retail customers. No action need be taken by the Commission.

STAFF ANALYSIS: This issue concerns whether or not BST has provided MCIm with the capability to calculate due dates for service order requests in compliance with the parties' interconnection agreement.

MCIm contends that BST has failed to provide it with the same capability to calculate due dates that BST has for itself. Therefore, MCIm argues that BST has failed to comply with the parity provisions of the parties' interconnection agreement, as

stated in Issue 1. In addition to the parity provisions of the agreement, both parties agree that Attachment VIII, Section 2.2.4.3 addresses due dates. (TR 19, 408) Section 2.2.4.3 provides:

> BellSouth shall supply MCIm with due date intervals to be used by MCIM personnel to determine service installation dates.

Both parties agree that BST has provided MCIm with a paper copy of the due date intervals, and thus, the parties agree that BST is in compliance with this provision of the agreement. (TR 244-245; EXH 10, p.87)

MCIm witness Green states that the due date function is used by customer service representatives to tell a customer when he or she can expect to have service turned up. Witness Green contends 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 immediately is processed by BellSouth's systems. (TR 168)

According to witness Green, although BST has such capability for itself, BST has not provided this capability to MCIm. (TR 169)

Witness Green states, and BST witness Stacy agrees, that LENS and EC-Lite do not calculate due dates for unbundled network element (UNE) orders. (TR 169; EXH 8, p.92; EXH 10, pp.86-87) MCIm contends that since its business plan is to rely on a UNE-based entry strategy, BST has not provided it with any means to electronically calculate due dates for such orders. In addition, witness Green states that 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 DSAP database, which is the same database BST uses for generating due date information; however, witness Green states that access to DSAP is only gained when an ALEC uses EC-Lite or LENS for ordering. Therefore, 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 so, witness Green states 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 argues that since there is a gap between MCIm's pre-ordering and ordering functions, by the time MCIm submits the order the calculated due date may no longer be available. (TR 170) Thus, MCIm contends that by using this method it "cannot reliably quote this date to its customer." (TR 170)

Witness Green states that MCIm plans to use EDI for ordering. Thus, MCIm argues, since it does not use either EC-Lite or LENS for ordering, MCIm will not have access to BST's due date calculation function. (TR 169; EXH 8, p.93) Witness Green states that when using EDI to place orders, MCIm has no way of gaining calculated due date information in advance of submitting orders to BST. (EXH 8, pp.92-93) MCIm states instead that in order to calculate a due date for a 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 be turned up. Witness Green states that in cases where the paper interval and the FOC dates do not coincide, MCIm must rely on the FOC date. (EXH 8, p.93)

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. (TR 168) Witness Green states 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. (TR 169) Witness Green argues that while BST's systems actually calculate the available due dates, the dates calculated in LENS are the dates that are not available. Therefore, an ALEC customer service representative must determine which dates are available. (TR 245-246) In addition, witness Green states that BST's systems integrate the pre-ordering and ordering functions, and 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 states that the BST customer service representative is thus able to confidently quote the due date over the phone to the customer. (TR 169)

Witness Stacy agrees that BST obtains due date information for residential customers using RNS and for business customers using DOE. In addition, witness Stacy agrees that these systems actually 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. (TR 371) According to witness Stacy, both systems send an inquiry to and receive a response from BST's Direct Order Entry Support Application Program (DSAP), which contains due date information. (TR 291) Witness Stacy states that the DSAP database is the same database that calculates due dates for MCIm. (TR 292) Further, witness Stacy states 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 BellSouth's network organization for work load or other reasons. (TR 292)

Witness Stacy admits that LENS only calculates due dates in the firm order mode. However, witness Stacy states that 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. (TR 292) Witness Stacy states 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. (TR 292) 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. (TR 293) Further, witness Stacy states 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. (TR 293) Witness Stacy states that the 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. (TR 294) Witness Stacy contends that the CGI specifications have been provided to MCIm.(TR 294-295) Finally, witness Stacy argues that BST has provided MCIm with the information it needs in order to integrate the due date calculation information into its own systems, as BST has done for its own retail operations. (TR 370)

MCIm argues that EDI does not provide it with integrated pre-ordering and ordering functions; however, witness Green states that the ECIC Committee has recently approved the EDI TCP/IP SSL3 protocol as one of two national standard pre-ordering interfaces,

as noted in Issue 1. (EXH 8, p.99) Witness Green states 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. (EXH 8, pp.98-99) Witness Green further states that until such capability is operational, the inquiry mode of LENS could be used as an interim interface to calculate due dates; however, witness Green states that LENS should calculate due dates exactly as they are calculated for BST's customer service representatives, and that LENS should provide due dates for UNEs. (TR 246-248)

Witness Stacy states that BST is developing an electronic due date calculation function in the inquiry mode of LENS that should be available by December 30, 1998. (EXH 10, p.80) In addition, witness Stacy states that BST will also replicate the same due date capability in both the CORBA and EDI TCP/IP SSL3 interfaces when they are developed. According to witness Stacy, this capability will provide equivalent functionality to the due date functionality in RNS; however, witness Stacy states that BST will not provide ALECs with integration of the data or display the data as done in RNS. (TR 396)

Conclusion

Staff believes 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. Therefore, staff recommends that the Commission require BST to provide MCIm with the ability to calculate due dates in the inquiry mode of LENS. In addition, staff recommends that BST should be required to provide a due date calculation function for UNEs in LENS. Staff would note that MCIm has requested that the Commission require BST to provide such capabilities within 30 days of the Commission's final order. BST did not address this matter. Nevertheless, staff believes that MCIm's request is reasonable. Thus, staff recommends that BST be required to provide the above due date calculation capabilities to MCIm within 30 days of the Commission's final order. Further, staff believes that the national standard interfaces jointly being developed by BST and MCIm should include a due date calculation function, including the calculation of due dates for UNEs, and the interfaces should integrate the data from the interval table with the data from the scheduling table to produce the available due dates as BST has done for itself.

ALEC Interfaces	Functions	Status	National Standard
LENS	preordering/ordering	operational	no
ICREF	Address validation	operational	no
EC-Lite	preordering/ordering	operational	no
EDI TCP/IP SSL3	preordering	development	yes
EDI	ordering	operational	yes
CORBA (API)	preordering/ordering	development	yes

ISSUE 4: Has BellSouth provided MCImetro with access to telephone numbers and telephone number information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

RECOMMENDATION: No. Staff believes that BST has failed to provide MCIm with access to telephone numbers and telephone number information in compliance with the parties' Interconnection Agreement. Therefore, staff recommends that the Commission require BST to modify LENS to provide MCIm with: the ability to reserve the same number of telephone numbers per order as BST; the capability to automatically assign a customer a telephone number; a list of the available NXX codes in LENS, as BST has done for itself. Staff recommends that the Commission require BST to make these modifications within 30 days of the Commission's final order. **(Musselwhite)**

POSITION OF PARTIES:

MCImetro: No. BST has not provided MCImetro with parity in the reservation of telephone numbers or in access to NXX information. BellSouth should be ordered to provide MCImetro with the ability to reserve the same number of telephone numbers per order as BST, and to provide the same NXX information to MCImetro as is provided to BST representatives, all within 30 days of the Commission's final order.

BELLSOUTH: Yes. BellSouth has provided MCIm with telephone numbers and associated information in substantially the same time and manner as BellSouth's access for its retail customers. No action need be taken by the Commission.

STAFF ANALYSIS: This issue concerns whether or not BST has provided MCIm with access to telephone numbers and telephone number information in compliance with the parties' interconnection agreement.

Witness Martinez states that under the parity provisions of the parties' 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 states that Attachment VIII, § 2.1.8 requires BST to assign telephone numbers to MCIm upon request. (TR 20) According

to MCIm, BST has failed to provide parity in access to telephone numbers and telephone number information. (TR 172)

Witness Green states that BST's RNS and DOE systems integrate the pre-ordering telephone number reservation function with the ordering function, but the same capability is not available to MCIm. MCIm states that although LENS provides access to telephone numbers from BST's ATLAS (Application for Telephone Number Load Administration and Selection) database, LENS does not allow MCIm to integrate the telephone reservation function with its EDI ordering system. (TR 172; EXH 8, pp.40,99) Therefore, MCIm must enter telephone number information into two systems, instead of one integrated system like BST. (TR 172) In addition, MCIm argues 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, MCIm argues that in order to reserve 25 numbers, an MCIm representative would have to go back to the inquiry mode of LENS five times to order 25 numbers. (TR 191) Further, witness Green states that BST's RNS system automatically selects a telephone number which can be offered to the customer. MCIm states that such a capability does not exist in LENS. (TR 172) Finally, MCIm argues that LENS does not allow MCIm to view a list of the NXX codes available to a customer. According to witness Green, both RNS and DOE allow BST customer service representatives to easily view such codes. MCIm argues that without these capabilities MCIm service reps cannot offer customers a choice of numbers at parity with BST. (TR 173)

BST argues that ALECs perform telephone number selection through LENS and EC-Lite in a way similar to how BST performs telephone number selection using RNS and DOE. According to 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 states that the database provides the same telephone number information to both ALECs and BST. (TR 299) In addition, witness Stacy states that EC-Lite allows ALECs to reserve 25 numbers at a time, just as BST's RNS and DOE systems. (TR 300; EXH 10, p.83) However, later in his testimony witness Stacy states that the DOE system allows BST representatives to reserve 10 numbers at a time, with a maximum limit of a thousand numbers. (TR 372) Witness Stacy argues 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 that ALECs using LENS can actually reserve more telephone numbers per order than BST. (TR 300, 338)

With respect to MCIm's claim that its representatives cannot view NXX codes, BST responds 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. (TR 302, 374) Witness Stacy argues 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. (TR 302,374) Therefore, witness Stacy states that if MCIm wants to view a list of NXX codes, it is MCIm's responsibility to build such a capability. (TR 302) Finally, BST contends that it 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. (TR 302) BST argues that MCIm can develop a similar capability for its own OSS systems using either the CGI LENS interface or the EC-Lite interface. (TR 303) BST also notes that this capability is not available in DOE. (TR 303)

Conclusion

Based on the evidence in the record, staff believes that BST has failed to provide MCIm with access to telephone numbers and telephone number information in compliance with the parties' interconnection agreement. As stated in Issue 1, the parties agree that 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. Thus, staff believes that BST should be required to make the following modifications to the LENS interface. First, since BST's RNS and DOE systems allow BST's customer service representatives to reserve 25 telephone numbers at a time, whereas MCIm is limited to reserving 6 numbers at a time, BST should be required to provide the same telephone number reservation capability to MCIm. Second, staff believes that BST should provide MCIm 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. Third, staff believes that BST should 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. Staff would note that MCIm has requested that the Commission require BST to provide such capabilities within 30 days of the Commission's

final order. BST did not address this matter. Nevertheless, staff believes that MCIm's request is reasonable. Thus, staff recommends that BST be required to provide the above capabilities to MCIm within 30 days of the Commission's final order. Further, staff notes that while BST is developing national standard interfaces that will integrate the pre-ordering and ordering functions, no such national standard exists today. Thus, unlike BST, MCIm must enter telephone number information into two systems, which does not afford MCIm parity with BST. Nevertheless, staff believes that BST is developing such national standard interfaces, which should remedy this problem and the problems above. Therefore, in order for BST to be in compliance with its interconnection agreement with MCIm, staff recommends that the Commission require BST to correct the above deficiencies.

ISSUE 5: Has BellSouth provided MCImetro with access to Universal Service Order Codes (USOCs) in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

RECOMMENDATION: No. Staff does not believe that BST has provided MCIm with access to USOC Codes in compliance with the parties' Interconnection Agreement. Therefore, staff recommends that the Commission require BST to provide MCIm with the Field Identifier (FID) and state validity information in the same comma spaced value format that BST currently provides to MCIm for USOCs, within 30 days of the Commission's final order. **(Musselwhite)**

POSITION OF PARTIES:

MCImetro: No. While BST has recently provided MCImetro with USOC information in a usable electronic format, BST has not provided such access to FID information. BST should be ordered to provide MCImetro a FID file with descriptions, together with information on the states in which USOCs are valid, all within 30 days of the Commission's order.

BELLSOUTH: Yes. BellSouth has provided MCIm access to USOCs in substantially the same time and manner as it does for itself. No action need be taken by the Commission.

STAFF ANALYSIS: This issue concerns whether or not BellSouth has appropriately provided MCImetro with Universal Service Order Code (USOC) information.

MCIm witness Martinez states that MCIm is entitled to USOC information per the parity provisions of its Interconnection Agreement with BST, as discussed in Issue 1. (TR 91) The parity provisions that MCIm relies upon are Part A, §§ 13.1, 13.3, 13.8, and Attachment VIII, §§ 2.1.2, 2.3.1.3. In addition, witness Martinez cites Attachment VIII, § 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.

According to MCIm, BST uses USOC codes on the connectivity bill to designate the charges that MCIm owes BST. (EXH 3, p.38) MCIm contends, however, that in order for BST to have rendered a connectivity bill to MCIm, MCIm would have first had to submit an order to BST, and that order would have had the USOC which was carried forward to the connectivity bill. (EXH 3, p.39) Therefore, witness Martinez states that USOCs are the "prime driver" of orders because they are both the language of orders and the language necessary to pay for services received from BST. (EXH 3, p.32) Thus, since USOCs drive ordering and billing, MCIm contends that it must have USOC information at parity with BST.

BST contends that it has "no obligation to provide USOCs to MCIM." (Hendrix TR 422) Witness Hendrix states that the Interconnection Agreement between the parties does not discuss USOCs, and therefore BST is not required to provide MCIm with access to USOCs. (TR 422, 426) Nevertheless, witness Hendrix states that BST has made USOCs available to MCIm. (TR 422)

MCIm witness Green and BST witness Stacy both agree 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 Field Identifiers (FIDs), and they must know if the USOC is valid in the state in which they are ordering. (Green TR 174; EXH 10, p.89) In addition, both parties agree on the definitions of USOCs and FIDs. According to BST witness Stacy, USOCs "identify a specific product and act as an ordering code for that product." (EXH 10, p.87) Witness Stacy defined FIDs as "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. (EXH 10, pp.88-89; Stacy TR 376) Both parties agree that USOC and FID errors are one of the most common causes of ALEC rejected orders. (Green TR 174; EXH 10, pp.92-93)

MCIm contends 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 states 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. (EXH 8, pp.101-102) MCIm states that it requested 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. (EXH 8, p.103)

MCIm witness Green states, and BST witness Stacy agrees, that on June 8, 1998, BST made USOCs available to ALECs in a downloadable comma space value format on BST's web site. (EXH 8, p.41; EXH 10, p.92) According to witness Green, the comma spaced value format allows MCIm to download the USOC information and incorporate it into MCIm's systems; however, witness Green states that BST created the USOC, FID and state validity information in two separate database files. (EXH 8, p.42) One database file contains the USOC information, while the other database file contains the FID and state validity information. Therefore, witness Green states that MCIm also needs FID and state validity information in a similar comma space value (CSV) format, so that MCIm can download this information from BST's web site and use it to correlate FID and USOC information in its own database. (EXH 8, pp.41-42) Without having such information in a downloadable format, MCIm contends that it must "go to multiple places in order to accurately assemble all of the information necessary to place an order." (EXH 8, p.42)

BST witness Stacy contends that BST has provided USOCs to MCIm in substantially the same manner as it does for itself. (TR 303) Witness Stacy states that BST uses RNS for residential customers and DOE for business customers to obtain USOC information. Further, witness Stacy states that via RNS or DOE, USOC information is obtained from the P/SIMS (Product/Services Inventory Management System) and COFFI (Central Office Features File Interface) databases. (TR 303-304)

According to witness Stacy, one way MCIm may obtain USOC information is through LENS or EC-Lite. Witness Stacy states 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 states that 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 states that BST has made two work aids available to help ALECs order simple and complex services. (TR 304)

Witness Stacy states that the work aids were designed for ALECs that use manual ordering processes, but they could be used by ALECs who use electronic interfaces. According to BST, the work aids are available on the Company's web site, and provide USOC and tariff reference matrices. (Stacy TR 304-305) Therefore, BST believes that it has met its obligations under the Interconnection Agreement. (Stacy TR 305)

According to witness Stacy, BST's RNS system contains an electronic copy of the SOER edits. Witness Stacy states 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. (EXH 10, p.90) Witness Stacy further states that BST's representatives do not have the choice of freely typing anything, such as USOC codes, in RNS. Instead, the BST representative uses a "check the box system" that generates the proper USOC. BST states that this capability was built from both the LEO implementation guide and the SOER edit data. (EXH 10, p.91) Although such capabilities do not exist in LENS or EC-Lite, witness Stacy argues that MCIm can either do the back office work to produce a mechanized comparison of the USOC and FID information or MCIm can cross reference the USOC database with the LEO implementation guide. (EXH 10, pp.92-93)

Staff would note, however, that although BST does not believe that it has an obligation to provide USOC code information to MCIm, witness Stacy states 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. (TR 375; EXH 10, p.92) However, witness Stacy states that although BST is developing this capability, it does not exist today and there is no "projected time line" scheduled for completing it. (TR 375-376)

Conclusion

Based on the evidence in the record, staff believes that BST should be required to provide MCIm with the FID and state validity information in the same comma spaced value (CSV) format that BST currently provides to MCIm for USOCs. Staff believes that in order for BST to be in compliance with the parity provisions of its Agreement with MCIm, BST must provide MCIm with sufficient information to build its back office systems. Staff would note that MCIm is attempting to build such a back ordering system that will deliver valid USOCs and FIDs to BST on all of MCIm's orders, which staff believes is more efficient and less time consuming than

cross-referencing several sources of information. In addition, staff does 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. Further, staff would note that MCIm has requested that the Commission require BST to provide such information within 30 days of the Commission's final order. BST did not address this matter. Nevertheless, staff believes that MCIm's request is reasonable. Thus, staff recommends that BST be required 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, within 30 days of the Commission's final order.

ISSUE 6: Has BellSouth provided MCImetro with customer service record (CSR) information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

RECOMMENDATION: No. Staff recommends that the Commission require BST to provide MCIm with access to all CSR data, including pricing information, unless BST is not authorized to release such information either by the customer or pursuant to applicable law, rule or regulation. In addition, staff recommends that the Commission require BST to provide MCIm with a CSR Schema. Staff further recommends that the Commission require BST to provide this information to MCIm within 30 days of the Commission's final order. **(Musselwhite)**

POSITION OF PARTIES:

MCImetro: No. BST has failed to provide MCImetro with access to all CSR data, including, for example, price information associated with a customer's services. BST should be ordered to provide MCImetro with access to complete CSR data within 30 days of Commission's order.

BELLSOUTH: Yes. BellSouth has provided MCIm with electronic access to CSR information via LENS and EC-Lite. No action need be taken by the Commission.

STAFF ANALYSIS: This issue concerns whether or not BST has provided MCIm with access to customer service record information in compliance with the parties' Interconnection Agreement.

Witness Martinez states that under the parties' Interconnection Agreement, BST is required to provide MCIm with nondiscriminatory access to CSR information. MCIm contends that along with the parity provisions of the agreement, as discussed in Issue 1, §2.3.2.3 of the agreement sets forth the requirements for CSR information. (TR 21) Section 2.3.2.3 states:

> 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 states 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 §2.3.2.3. (TR 177)

MCIm contends 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. (EXH 8, pp. 48-49) For instance, MCIm contends that after initially providing pricing information on CSRs, BST unilaterally removed pricing information from CSRs provided to ALECs. (Green TR 176-177) MCIm witness Green states that such pricing information is not proprietary, but consists of actual BST tariffed rates that are public information. (TR 194) In addition to violating the agreement, witness Green states that excluding such information from CSRs makes the pre-ordering process more expensive and time-consuming for MCIm, and all ALECs.(TR 194)

MCIm contends that the CSR provided to ALECs should include complete information about a customer's account. With regard to calling card information, witness Green states 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 explains that having pricing information easily obtainable is necessary for several reasons. First, witness Green states that MCIm needs such information in order for MCIm's marketing and sales people to accurately determine with a customer what he or she is currently paying for products and services today. Second, such information would allow MCIm to quickly audit its bills from BST to determine if BST is applying the appropriate resale discount rate. Third, witness Green states that having such information allows MCIm's marketing and sales force to have a record of the CSR pricing information in a database. (TR 250-251) Witness Green also notes that the Georgia Public Service Commission recently ordered BST to provide pricing information on CSRs to ALECs, rejecting arguments similar to ones made by BST in this proceeding. (TR 195)

BST argues that 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. (TR 309-310) In addition, BST contends that providing its retail pricing information on CSRs is not part of the Interconnection Agreement. Witness Stacy argues 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." (TR 310)   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." (TR 377) Witness Stacy argues that the pricing data is not proprietary by itself, because BST's retail rates are publicly available in BST's tariffs. (TR 342, 378) Nevertheless, witness Stacy contends that the "proprietary sense is the packaging of the entire record of the customer with the pricing data as a marketing tool." (TR 378) Therefore, witness Stacy argues that if an ALEC wants BST's retail pricing information integrated with the CSR, it can develop a program to integrate the pricing information from BST's tariffs with the CSR. (TR 378)

Conclusion

Based on the evidence in the record, staff believes 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, staff recommends that BST be required to provide pricing information on CSRs. Staff would note that MCIm has requested that the Commission require BST to provide such information within 30 days of the Commission's final order. BST did not address this matter. Nevertheless, staff believes that MCIm's request is reasonable. Thus, staff recommends that BST be required to provide the above information to MCIm within 30 days of the Commission's final order. Further, staff would note for clarification purposes 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 on CSRs, but only in the contract arrangements themselves. (EXH 10, p.99)

In addition to being provided all CSR information except such information that BST is not authorized to release, MCIm states that it needs the CSR information provided in a usable format. (EXH 8, p.38) MCIm states that it uses CGI LENS specifically for obtaining CSR information; nevertheless, MCIm contends 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. (EXH 10, p.38; EXH 8, p.35) Witness Green states 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; however, MCIm argues that it is not able to incorporate that information into a usable database where the data can be parsed. (EXH 8, pp.35-36) MCIm states that it needs the ability to separate groups of data into usable forms. For example, MCIm states that it needs the ability to parse a customer's first name from last name in its database. (EXH 8, pp. 36, 38) Thus, MCIm contends that it needs BST to provide a schema, also referred to as a record layout, for the CSR data. (EXH 8, p.38)

BST argues 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. (EXH 10, p.38) According to witness Stacy, the CGI specifications, coupled with LENS, allows MCIm to integrate the LENS pre-ordering interface with MCIm's ordering interface. (EXH 10, p.40-41) Further, witness Stacy states that CGI LENS allows MCIm to parse CSRs in a fashion similar to the way BST's RNS system parses CSRs, and BST thus contends that a schema is not required in order for MCIm to parse a CSR. (EXH 10, pp.39-40, 42-43)

Conclusion

Staff believes that 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, staff believes that BST, in order to be in compliance with the parity provisions of the agreement, should be required to provide MCIm with a schema of the CSR. As MCIm stated above, if provided a schema for the CSR, MCIm will be able to develop the capability to parse and use such information. Therefore, staff recommends that the Commission order BST to provide MCIm with a CSR schema, within 30 days of the Commission's final order.

ISSUE 7: Has BellSouth provided MCImetro with service jeopardy notification in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

RECOMMENDATION: No. Staff does not believe that BST has provided MCIm with service jeopardy notification in compliance with the parties' Interconnection Agreement. Therefore, staff recommends that the Commission require BST to provide MCIm with service jeopardy notification via EDI, within 30 days of the Commission's final order. **(Musselwhite)**

POSITION OF PARTIES:

MCImetro: No. BST has failed to provide MCImetro with electronic notification for all service jeopardies. BST should be ordered to provide MCImetro with commercially functional EDI support for service jeopardy notification within 30 days of the Commission's order.

BELLSOUTH: Yes. BellSouth has provided MCIm with service jeopardy notification via LENS and facsimile, depending on the type of electronic interface used for ordering. No action need be taken by the Commission.

STAFF ANALYSIS: This issue concerns whether or not BST has provided MCIm with electronic notification of service jeopardies in compliance with the parties' interconnection agreement.

Witness Martinez states that under the Interconnection Agreement, BST must provide jeopardy notification to MCIm at parity with what it provides to itself. (TR 22) In addition to the parity provisions of the agreement, both witness Martinez and witness Hendrix cite Attachment VIII, Subsection 2.2.9.1 of the agreement which 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.

According to both parties, this provision of the agreement requires BST to notify MCIm of its service orders that are in jeopardy. (TR 22, 412) In addition, the chart on p.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. (EXH 17) According to BST witness Hendrix, delay notification has the same meaning as jeopardy notification. Further, BST witness Hendrix admits that BST is required under this section of the agreement to provide MCIm with real-time access to jeopardy notification via an electronic interface. (TR 440)

Witness Green states that BST classifies jeopardies into two categories: missed appointment jeopardies and service jeopardies. (TR 210) Witness Green states that missed appointment jeopardies occur when a customer causes a due date to be missed, because the customer was not at home or the customer was not ready for service to be turned up. (TR 209) According to MCIm, BST agreed to automate missed appointment jeopardies via EDI, in advance of industry standards; however, MCIm states that BST has refused to provide MCIm with electronic notification of service jeopardies via EDI. (TR 209) Witness Green states that a service jeopardy occurs when BST is unable to meet a due date for some internal reason such as no facilities exist at the customer site. (TR 207)

BST witness Stacy agrees with MCIm's definitions of missed appointment and service jeopardies. In addition, BST agrees that it created a process, in advance of national standards, to transmit electronic notification of missed appointment jeopardies via EDI. Witness Stacy states that BST was able to readily mechanize this process because there is a single reason for such jeopardies. (TR 314) However, witness Stacy contends that although BST is willing to look into the development of electronic notification of service jeopardies via EDI before the establishment of industry standards, much work would be required by both BST and any interested ALEC. (TR 316) In addition, witness Stacy states that service jeopardies are not relevant to most of BST's retail service orders and ALECs' service orders, because service jeopardies involve orders that require the dispatch of a service technician to a customer's premise. (TR 312) Witness Stacy also states that BST is in compliance with the parties' interconnection agreement for service jeopardy notification, and that 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. (TR 312-313)

MCIm states that BST is not providing service jeopardy information to MCIm at parity with itself. (TR 179) MCIm contends that when BST is unable to meet a due date for some internal reason, it immediately populates such information into its systems. In addition, MCIm alleges 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 cut over to inform MCIm via phone or fax. (TR 207) 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 states that this is especially important with business customers, because multiple parties, including CPE vendors, may be involved in the installation of service. (TR 208) Witness Green contends that MCIm needs electronic notification of service jeopardies so that it can update and track its orders and eliminate the manual process, which increases its cost to do business. (TR 179, 210)

Witness Stacy states that BST is providing service jeopardy information to MCIm at parity with itself. (TR 312) Witness Stacy states that the same groups who handle service jeopardies for BST's retail orders handle service jeopardies for ALEC orders. (EXH 10, p.102) According to witness Stacy, there is no single method for service jeopardy notification within BST. (TR 313) In addition, witness Stacy states that there is no single organization that is responsible for handling service jeopardies. (EXH 10, pp.102-103) For example, witness Stacy states that if BST receives an order and its database shows that there are no facilities for the address, the order would be handled by a technician in the facilities investigation group (FIG). The technician would check the database to make sure that there was not a computer error. If no computer error was found, then the technician would know that there was a problem with the facilities at that address and would create a service jeopardy. Witness Stacy states that in this scenario BST would know several days in advance of the order's due date that service would be delayed. However, witness Stacy states that in a scenario where a service technician is dispatched to a site that turns out to have a defective facility, a different process unfolds. (EXH 10, p.103)

Witness Stacy states that when a service technician determines that a problem exists, the technician first calls the customer contact on the order to inform them of the problem. This could be either a BST or ALEC contact. The service technician would then electronically notify the BST work management center supervisor via a portable terminal that the order has been delayed. This

transmission informs the work management center supervisor that there is an order due that day which has a problem. (EXH 10, pp.104-105) However, witness Stacy states that the terminal only gives the service technician the ability to notify the work management supervisor that the order cannot be completed. In order to describe the problem, the service technician must phone his or her supervisor. (EXH 10, pp.110-111) Witness Stacy states that once the service technician and supervisor have discussed the problem, the supervisor will make the necessary decisions to correct the problem. After all possible actions have been attempted and failed, the order is put in a missed status category with a new estimated completion date. (EXH 10, p.106) At that point, the work management center enters into a computer that the status of the order has changed, which is then transmitted to the party that is responsible for notifying the customer. According to witness Stacy, this transmission is in the form of a printed report which is transmitted overnight to either BST's consumer representatives at BST's resident service center, or to the LCSC, depending on whether the order was for a BST or ALEC customer. (TR 313; EXH 10, p.107) After receiving the printed report for an ALEC order, the LCSC would then either fax or phone the ALEC to notify it that the due date has not been met, or, if the ALEC submitted the order via LENS, the LENS user would receive electronic notification immediately.(EXH 10, pp.108-109)

Witness Green states that in order for MCIm to implement electronic notification of service jeopardies via EDI, it must first acquire the code specifications or business rules from BST. Witness Green states that 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. (EXH 8, p.70) 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 terms this as a "Morse Code definition" of what happened to your order. (EXH 8, p.71) Further, witness Green states that MCIm is requesting interim codes in advance of the national standard; however, witness Green argues that the industry standard for service jeopardies via EDI is not scheduled for vote at the ECIC Committee until the first quarter of 1999. In addition, witness Green states that once approved, it could take as long as six months to implement. Therefore, witness Green contends that, even if BST and MCIm must rewrite and recode their respective sides of the EDI interface when the national standard is adopted, it could conceivably be a year from now. (EXH 8, p.72)

BST agrees with MCIm that there is no EDI industry standard for jeopardies, although BST admits that such a standard is being considered by the ECIC committee. As stated by witness Green, witness Stacy agrees that the ECIC committee may vote on adopting an EDI jeopardy notification standard during the first quarter of 1999, with an implementation date of late 1999 or early 2000. (EXH 11, p.38) Nevertheless, witness Stacy states 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, witness Stacy contends that this could not be a unilateral effort by BST, but would require each interested ALEC to program the codes on their respective side of the EDI interface. (TR 316) Further, witness Stacy argues that this interim change to EDI should be done through the Electronic Change Control Process, which went into effect on May 15, 1998. (TR 316)

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." (TR 316) Witness Stacy states 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 being potentially modified, vote on the changes and enhancements. (TR 316-317) According to witness Stacy, the Change Control Committee recently received a request for developing an electronic EDI notification of service jeopardies. (EXH 11, pp.35-36) Witness Stacy argues that because development is required by each ALEC wanting EDI jeopardy notification, this EDI change should be handled through the Change Control Process. (EXH 11, p.36) Witness Stacy states 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 states 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. (EXH 11, p.37) Finally, BST states that it is committed to implementing the national standards as they become available, as required by BST's interconnection agreement with MCIm, which means that all parties would have to rewrite and recode their side of the interface when industry standards are adopted. (TR 316, 343)

Conclusion

Based on the evidence in the record, staff believes that BST has failed to provide MCIm with service jeopardy notification in compliance with the parties' interconnection agreement. As stated above, Attachment VIII, Subsection 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 p.97 of Attachment VIII, requires BST to provide MCIm with jeopardy notification via an electronic interface. Therefore, staff believes that BST is required to provide MCIm with both missed appointment and service jeopardy notification via EDI. Staff would note that MCIm has requested that the Commission require BST to provide such capabilities within 30 days of the Commission's final order. BST did not address this matter. Nevertheless, staff believes that MCIm's request is reasonable. Thus, staff recommends that the Commission order BST to provide MCIm with service jeopardy notification via EDI, as required by the parties' interconnection agreement, within 30 days of the Commission's final order.

ISSUE 8: Has BellSouth provided MCImetro with firm order confirmations (FOCs) in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If not, what action, if any, should the Commission take?

RECOMMENDATION: No. Staff recommends that the Commission find that BellSouth has not met the FOC requirements as provided in the parties' Interconnection Agreement. Staff recommends that the Commission order BST to comply with the timeframes for returning FOCs as provided in the agreement. To the extent any modifications to BST's OSS are necessary, staff recommends that the Commission order BST to make such modifications within 30 days of the final order in this proceeding. **(STAVANJA)**

POSITION OF PARTIES:

MCImetro: No. BST has failed to provide MCImetro with firm order confirmations within the time frames specified in the parties' Interconnection Agreement. BST should be ordered to modify its OSS to provide FOCs within the contractual timeframes within 30 days of the Commission's order.

BELLSOUTH: Yes. BellSouth provided MCImetro with appropriate firm order confirmations. No action need be taken by this Commission.

STAFF ANALYSIS: According to BellSouth (BST) witness Milner, a Firm Order Confirmation (FOC) is a "notification sent to ALECs confirming that a correct and complete local service request has been received and accepted." (TR 455) Although the interconnection agreement between MCI and BST does not define a 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. (EXH
> 2)

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,...". (EXH 2) Based on the language in Section 2.3.1.1, staff believes that an electronically bonded interface (EBI) was not yet available, at the time of the off-net T1 orders, for processing a Local Service Request (LSR). Section 2.3.1.1 states:

> 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.

Staff would note that the agreement does not list the interim solutions, but states in Section 2.3.1.1.1, that BST and MCIm will agree to use an order format and interface designated by BST.

However, neither party provided documented 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. (emphasis added)

Based on the sections of the agreement shown above, staff believes that until the development of an EBI interface is complete, MCIm can use other interfaces and another service function, similar to the LCSC, to place orders. Staff believes 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. (TR 491-492)

The FOCs at issue in this proceeding are for orders of off-net T-1s. An off-net T-1 consists of a 4-wire digital loop that runs from a customer premises to a BST central office and another 4-wire digital circuit (or DS-1, with capacity for 24 voice channels), that serves as transport from the central office to MCIm's switch. However, neither the loop or transport elements are connected to BST's switch. (Milner TR 455, 487; EXH 20) "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. (Green TR 219-220) BST contends that the T-1s were ordered by MCIm, using Access Service Requests (ASRs), from the ICSC. BST witness Milner states that the interconnection agreement does not apply to FOCs for access services. (TR 456)

MCIm asserts that it attempted to order off-net T-1 combinations under the interconnection agreement, but BST refused to provide the network elements. (Green TR 197; EXH 7) MCIm admits that it placed orders for T-1 functionality by faxing ASRs and is being billed tariffed rates. However, MCIm states that it ordered the T-1s in this manner by default. (Green TR 217-219) Staff would note that the reason MCIm is not able to order and receive combinations of loop and transport elements that make up a T-1, is because of BST's position on provisioning combinations of UNEs.

BST's position is that if MCIm is ordering the loop and transport elements on an unbundled basis, then these elements must be connected at a collocation space. BST believes that it is not required to combine network elements for MCIm. (Milner TR 488; Stacy TR 367-368) Staff would note that this is the same argument raised in Docket No. 971140-TP, where BST refused to provide loop/port combinations without collocation.

The issue on combinations of network elements between the parties was addressed in Docket No. 971140-TP. The Commission found that the agreement required BST to provide combinations of network elements, regardless of whether the network elements were currently bundled or unbundled. (See Order PSC-98-0810-FOF-TP, p.24) The agreement between the parties permits MCIm to order 4-wire loop and transport elements, and includes rates and charges for such elements. (EXH 2)

As stated above, the off-net T-1s ordered by MCIm were made using ASRs and processed by the ICSC. BST claims that there are no FOC reply timeframes required for services ordered out of the access tariff. (Milner TR 494-495) However, the agreement refers in several places to the use of ASRs for ordering unbundled network elements. Staff has provided a list of each section in the agreement that references the use of ASRs for ordering (EXH 2). 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, Maintenance, of Attachment VIII, includes subsection 5.2 Systems Interfaces and Information Exchanges. Subsection 5.2.1.2, discusses the option of MCIm using an existing Electronic Communications gateway interface for access to BST's maintenance systems and databases. Staff would note that this electronic gateway is for line-based (POTS) Resold Local Service. However, staff would further note that this subsection allows MCIm to use the electronic gateway even for orders that were placed via ASRs. Specifically, this section adds:

> For local services provisioned via the Access Service Request (ASR) process, the Electronic Communications gateway interface may be used.

BST witness Milner states that since MCIm is ordering the off-net T-1 lines using an ASR submitted to the ICSC, this simply is not an appropriate issue for this proceeding. Witness Milner states that this argument relates to access and not to local competition. (TR 456) Staff disagrees with BST that this issue is inappropriate for this proceeding 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 was developed to handle local service requests (LSRs). Second, MCIm is a certificated alternative local exchange carrier, with a Commission approved agreement, who is placing orders for network elements to provide local services. MCIm witness Green stated under cross examination at the hearing, that MCIm is using off-net T-1 functionality in Florida for the provision of local service. (TR 215) 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. (TR 490) Therefore, it is clear to staff that MCIm is ordering the off-net T-1 functionality for the provision of local service, not access service.

Based on the provisions of the agreement noted above, staff believes that the parties intended to use ASRs for the provision of both local service resale and unbundled network element orders. However, staff believes 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 per the

provisions of the agreement. Further, BST has not provided evidence showing which electronic interfaces it has approved or designated in the interim for use by MCIm to place orders. The Commission did, however, determine that BST has not provided, at parity, electronic interfaces for access to the five operations support systems functions in the "271" proceeding. (See Order PSC-97-1459-FOF-TL; EXH 1)

Conclusion

Based on the evidence in the proceeding, staff believes that BST should have complied with the FOC standards of the agreement. The agreement states that FOCs are to be returned in 4 hours for electronic orders and 24 hours for manual orders.(Exhibit 2) 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. MCIm seeks relief by requesting that BST should modify its OSS within 30 days of the Commission's final order to provide FOCs within the specified timeframes. BST never stated that it could not provide FOCs within the timeframes contained in the agreement. BST's position is that there is no time requirement for FOCs on orders sent to the ICSC. (Milner TR 494-495; EXH 20) Therefore, staff recommends that the Commission order BST to comply with the timeframes for returning FOCs as provided in the agreement. Staff would note that MCIm has requested that the Commission require BST to modify its OSS to provide FOCs within the contractual timeframes within 30 days of the Commission's order.
BST did not address this matter. Nevertheless, staff believes that MCIm's request is reasonable. To the extent any modifications to BST's OSS are necessary, staff recommends that the Commission order BST to make such modifications within 30 days of the final order in this proceeding.

ISSUE 9: Has BellSouth provided MCImetro with network blockage measurement information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

RECOMMENDATION: No. Staff recommends that the Commission find that BellSouth has not provided MCImetro with network blockage measurement information as provided in the parties' Interconnection Agreement. Staff recommends that the Commission order BellSouth to provide the blockage data on the trunks serving MCImetro in the same manner and for the same threshold levels as currently provided to IXCs, within 30 days of the Commission's order. Staff recommends that the information that BellSouth should provide be for blockage on every trunk group that carries MCImetro's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCImetro's switch, and information on comparable trunks used by BellSouth for its local traffic to MCIm for the purpose of demonstrating parity. **(STAVANJA)**

POSITION OF PARTIES:

MCImetro: No. BST has provided MCImetro with only limited network blockage information. BellSouth should be ordered to provide the detailed network blockage information requested by MCImetro in its December 24 letter to BST within 30 days of the Commission's order.

BELLSOUTH: Yes. BellSouth has provided MCI with detailed trunk group blocking information regarding trunks used to carry traffic for MCI as well as for BellSouth retail customers. No action need be taken by the Commission.

STAFF ANALYSIS: MCIm has requested that BST provide the necessary information it needs to gauge trunk group blockage. MCIm witness Martinez states that this information is needed so that ALECs can engineer their networks and assess whether or not BST is providing the same trunking capacity to ALECs as for itself. (TR 37) 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.

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

MCIm has requested that BST provide this blockage information for
the most recent three month period and on a month-to-month basis
going forward. (Martinez TR 16)

     MCIm witness Martinez states that the reports on blockage data
provided by BST do not provide the information requested by MCIm.
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. (TR
16-17) Witness Martinez states that there is a major difference
between the blockage reports that are provided on the long distance
side and on the local side of MCI's business. Witness Martinez
states that the long distance side receives blockage information,
regardless of how small the blockage is. Witness Martinez
testified that the IC 100 report provided to IXCs is comprehensive
on every single trunk group that carries toll traffic on BST's
network. (EXH 3, p. 58) Witness Martinez contends that this level
of reporting is more important to the local side than to the long
distance side. (EXH 3, p. 53)

     Witness Martinez states that common transport is the transport
between BST's end office switches and BST's tandem switches.

Therefore, MCIm cannot determine what level of blockage is occurring at any time. Witness Martinez asserts 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.(EXH 3, pp. 54-55)

BST witness Stacy contends that BST is providing the necessary information to MCIm. Witness Stacy states that it is providing the same data to MCIm that BST itself uses every month. (TR 385) BST witness Stacy testifies that BST processes collected data weekly through a system which calculates the percent blocking during the time-consistent busy hour (TCBH). Witness Stacy states that the TCBH is defined as "the identical hour each day during which, over a number of days, the highest average traffic is measured." (TR 318) Witness Stacy testifies that the information provided to ALECs includes percent blocking, size of trunk groups, and the busy hour. With this data, witness Stacy contends, the magnitude of trunk blockage can be determined. (TR 318) Witness Stacy states 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%. (Stacy TR 321-322) Witness Stacy explains that BST has thousands of trunk groups in Florida that it collects data on and that, with so many trunk groups, the insignificant data isn't looked at. (TR 385) Witness Stacy states that blockage data below the threshold is collected by BST, but since BST does not look at it, it is discarded. (TR 385)

MCIm witness Martinez testifies that the reports provided to IXCs report all blockage, regardless of how small. (EXH 3, p.53) Witness Stacy states that BST does provide MCI long distance company with trunk blockage information that does not start at zero, but is at a very low threshold level. (TR 390) BST witness Stacy testifies that the agreement includes the percent design blockage rates, but is silent on any percent rates for reporting purposes. (TR 389) However, MCIm witness Martinez is pleased with the level of blockage data that is provided to IXCs in the IC 100 report, but states that the same information needs to be provided to ALECs for trunks providing local service. (EXH 3, p.62) Witness Martinez further states that although BST collects blockage data on an hourly basis, MCIm is requesting the report be provided monthly on diskette like the IC 100 report. (EXH 3, pp. 61-62)

Conclusion

Staff is concerned that all ALECs that use BST trunks must rely on information provided by BST to make sure that the 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, there is no manner in which MCIm can determine that its trunk blockage levels are at parity with BST's.(EXH 3, p. 54)

Staff recommends that the Commission order BST to provide more blockage data on the trunks that serve MCIm for several reasons. First, this information is currently tracked by BST, so BST does not need to develop the capability to track blockage below the threshold levels. Second, not only does BST currently collect the data, but it discards whatever data is below the threshold. Third, BST currently provides blockage reports to interexchange carriers that reflect extremely low levels of blockage. Fourth, as a result of the 271 proceeding, the Commission addressed concerns over trunk blockage and ordered BST to:

> provide 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. (EXH 1, TR 24)

For the reasons described above, staff recommends that the Commission order BellSouth to provide the blockage data on the trunks serving MCImetro in the same manner and for the same threshold levels as currently provided to IXCs, within 30 days of the Commission's order. Staff recommends that the information that BellSouth provide should be for blockage on every trunk group that carries MCImetro's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCImetro's switch, and information on comparable trunks used by BellSouth for its local traffic to demonstrate parity. For sake of consistency, staff recommends that this information should be provided on diskette, on a monthly basis, similarly to the IC 100 report. Staff believes 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. Staff
would note that MCIm has requested that the Commission require BST
to provide such information within 30 days of the Commission's
final order. BST did not address this matter. Nevertheless, staff
believes that MCIm's request is reasonable and recommends that the
Commission order BST to provide the blockage data within 30 days of
the Commission's Order.

ISSUE 10: Has BellSouth provided MCImetro with local tandem interconnection information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

RECOMMENDATION: No. Staff recommends that the Commission order BST to identify and make available to MCIm all existing independent telephone company local and EAS routes served by BST's local tandems. In addition, staff recommends that the Commission order BST to provide a complete list of CLLI codes for the local tandems. Further, staff recommends that the Commission urge the parties to continue to exchange any additional information necessary to facilitate interconnection and trunk routing at BST's local tandems. Finally, staff recommends that BellSouth should provide the information within 30 days of the Commission's Order. **(STAVANJA)**

POSITION OF PARTIES:

MCImetro: No. BellSouth has failed to provide MCImetro with local tandem interconnection information necessary for MCImetro to interconnect at parity with BellSouth. BST should be ordered to provide MCImetro with such information, to route MCImetro's traffic on the same trunk groups as BST's local traffic, and to identify and make available to MCImetro all existing independent telephone company local and EAS routes served by the tandems, all within 30 days from the Commission's order.

BELLSOUTH: Yes. BellSouth has provided MCI with information regarding the availability of local tandem interconnection and how such interconnection would be ordered. No action need be taken by the Commission.

STAFF ANALYSIS: MCIm witness Martinez explains that local tandems are tandems that interconnect end offices but do not provide access for long-distance traffic. (TR 25) Witness Martinez states that MCIm has requested that BST 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, 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. (EXH 19) However, MCIm witness Martinez does not believe that this is an all inclusive list of BST tandems. (EXH 3, p.71) Witness Martinez referred to a statement made by BST witness Milner, where witness Milner stated that there are "between 10 and 20" local tandems in Florida. (EXH 20, p.38) Witness Martinez was stating his belief based on BST witness Milner's statement and witness Milner's rebuttal testimony exhibit, which lists only eight local tandems. (EXH 19) Further, witness Martinez states that witness Milner's rebuttal testimony exhibit does not contain the local tandem CLLI codes. (EXH 3, p. 66)

MCIm 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. (TR 40-41) 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. (EXH 20, pp.35, 40) MCIm also raised concerns on whether or not BST will carry ALEC traffic over the same trunk groups that BST carries its traffic over. Again, BST witness Milner verified that ALEC traffic would travel over the same trunk groups as are used between BST local tandem and end office switches. (TR 463)

MCIm requested that BST identify and make available to MCImetro all existing independent telephone company local and EAS routes served by the tandems. BST has not objected to providing such information. However, it does not appear that such information has been provided to MCIm. MCIm witness Martinez states that the information is necessary for the exchange of traffic between MCIm and the independent telephone companies. (EXH 3) Witness Martinez states 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. (EXH 3) Staff believes that it is important that BST make CLLI codes available to all requesting carriers.

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]." Staff would note that MCIm must have the CLLI code information in order to designate where the traffic should be routed.

Conclusion

Staff believes that, over the course of this proceeding, BST has attempted to provide information that MCIm has requested concerning local tandem interconnection. Not a single cross question was asked of a BST witness during the hearing regarding local tandem interconnection information. However, the two areas in which MCIm is still lacking information are routing information and CLLI codes. Therefore, staff recommends that the Commission order BST to identify and make available to MCImetro all existing independent telephone company local and EAS routes served by the tandems. Further, staff recommends that the Commission order BST to provide a complete list of CLLI codes for the local tandems. Staff also recommends that the Commission urge the parties to continue to exchange any further information necessary to facilitate interconnection and trunk routing at BST's local tandems. Staff would note that MCIm has requested that the Commission require BST to provide such information within 30 days of the Commission's final order. BST did not address this matter. Nevertheless, staff believes that MCIm's request is reasonable and recommends that the Commission order BST to provide the information within 30 days of the Commission's Order.

ISSUE 11: Has BellSouth provided MCImetro with recorded usage data in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

RECOMMENDATION: No. Staff recommends that the Commission find that BST has not provided MCIm with recorded usage data in compliance with the parties' interconnection agreement. Staff recommends that the Commission order BST to provide 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, when requested by MCIm. Staff recommends that this should apply only to those BST switches that have the capability to record such usage data and where MCIm is providing service using BST's local switching element. Staff also recommends that BellSouth should begin providing MCIm the recorded usage data within 30 days of the Commission's Order. **(STAVANJA)**

POSITION OF PARTIES:

MCImetro: No. BellSouth has refused to provide MCImetro with recorded usage data on local calls for customers on flat rate calling plans as required by the parties' Interconnection Agreement. BST should be ordered to begin providing MCImetro with such data upon its request within 30 days from the Commission's order.

BELLSOUTH: Yes. BellSouth provides MCI with access usage records via the Access Daily Usage File. No action need be taken by the Commission.

STAFF ANALYSIS: MCIm witness Martinez states that telephone switches can and do record information on calls. According to witness Martinez, MCIm wants 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. (Martinez TR 27) Witness Martinez asserts 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, MCI may
submit and BellSouth will accept a PON for a
time and cost estimate for development by
BellSouth of the capability to provide copies
of other detail usage records for completed
calls originating from lines purchased by 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.

Staff would note that 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 states that the agreement makes no reference to the provision of usage data for flat-rate services. (TR 416) Witness Hendrix states that BST is only obligated to provide records associated with billable events. Witness Hendrix points to two sections in the agreement to support BST's position. First, Attachment VIII, Section 4.1.1.1, states that "BellSouth shall comply with BellSouth EMR industry standards in delivering customer usage data to MCIm." Second, Attachment VIII, Section 4.2.1.1, 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. (TR 416; EXH 2)

Staff would note that the above section does limit recorded usage data to billable events. However, this limitation applies only to lines purchased for resale. MCIm has stated that it is not providing any local service via resale at this time. (Green TR 222)

Witness Hendrix explained that EMR stands for Exchange Message Records, and these records 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. (TR 416)

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.

Staff would note that the definition for EMR includes the exchange of 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 states that the provision of recorded usage data was discussed at length during negotiations for the agreement. (TR 127) Witness Martinez states that during the negotiations, BST contended that it did not record usage information for flat-rated services. Witness Martinez contended that BST does record flat-rate usage information and that the language in the agreement was structured such that if BST did record it, then MCIm could have it. (TR 127) Under cross examination, 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 such data. (TR 441-442) Further, the definition of Local Switching in the agreement includes recording as one of the features, functions or capabilities of the local switching element. Attachment III, Section 7.1.1, of the agreement states:

> Local Switching is the Network Element that
> provides the functionality required to connect
> the appropriate lines or trunks wired to the
> Main Distributing Frame (MDF) or Digital Cross
> Connect (DSX) panel to a desired line or
> trunk...Such functionality shall include all
> of the features, functions, and capabilities
> that the underlying BellSouth switch that is
> providing such Local Switching function is
> capable of providing, including but not
> limited to: line signaling and signaling
> software, digit reception, dialed number
> translations, call screening, routing,
> **recording**,...(emphasis added)(EXH 2)

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. Based on the record evidence, staff believes that BST should 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. Staff recommends that this should apply

only to those BST switches that have the capability to record such usage data and where MCIm is providing service using BST switches. Staff would note that MCIm has requested that the Commission require BST to provide such recorded usage data within 30 days of the Commission's final order. BST did not address this matter. Nevertheless, staff believes that MCIm's request is reasonable and recommends that the Commission order BST to begin providing MCIm the recorded usage data within 30 days of the Commission's Order.

ISSUE 12: Has BellSouth provided MCImetro with access to directory listing information in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

RECOMMENDATION: No. Staff believes BellSouth (BST) is not providing access to directory assistance (DA) listing information in compliance with the BST/MCImetro (MCIm) Agreement. Staff recommends that the Commission require BST to provide all DA database listing information available to BST, excluding the identity of the subscriber's local service provider, to MCIm within 30 days of the Commission's Final Order. **(Cordiano)**

POSITION OF PARTIES:

MCImetro: MCIm believes that BST is not providing MCIm with directory listing in compliance with the requirements of both the Act and BST/MCIm Interconnection Agreement. MCIm states that we should order BST to provide MCIm with such information within 10 days from the Commission's Order.

BELLSOUTH: BST believes that it is in compliance with the requirements of both the Act and the BST/MCIm Interconnection Agreement. (TR 466) BST believes that no action need be taken by the Commission because it provides MCIm with access to DA listings via Directory Assistance Database Service and Direct Access to Directory Assistance Service.

STAFF ANALYSIS: This issue addresses if BST is providing MCIm with access to directory listing information, i.e., DA database listing information, in compliance with the Act and the parties' Interconnection Agreement.

A. Interconnection Agreement:

The BST/MCIm Agreement, in relevant part, sets forth the following:

Attachment VIII-82, § 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-82, § 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-84-85, §§ 6.2.2.2, 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-83, § 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-1, § 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.

B. Law and Applicable Rules and Orders:

1. Telecommunications Act of 1996

Subsection 251(b)(3), in relevant part, states that:

> each local exchange carrier has the duty to
> permit all competing providers of telephone
> exchange service and telephone toll service to
> have nondiscriminatory access to directory
> listings, with no unreasonable dialing delays.

The FCC interprets "nondiscriminatory access" to directory
assistance services" to mean that:

> ...a LEC that provides telephone numbers,
> operator services, directory assistance,
> and/or directory listings ("providing LEC")
> must permit competing providers to have access
> to those services that is at least equal in
> quality to the access that the LEC provides to
> itself. We conclude that "nondiscriminatory
> access," as used in section 251(b)(3),
> encompasses both: (1) nondiscrimination
> between and among carriers in rates, terms and
> conditions of access; and (2) the ability of
> competing providers to obtain access that is
> at least equal in quality to that of the
> providing LEC. LECs owe the duty to permit
> nondiscriminatory access to competing
> providers of telephone exchange service and to
> providers of telephone toll service, as the
> plain language of the statute requires...(FCC
> 96-333, ¶101)

2. FCC Rules and Orders

Section 51.5 states that ILECs must provide access to
directory assistance services as so defined:

> "Directory assistance service" includes, but
> is not limited to, making available to

customers, upon request, information contained
in directory listings.

In CC Docket 96-98, Implementation of the Local Competition
Provisions in the Act (First Report and Order), the FCC concludes
that:

ILECs are under the same duty to permit
competing carriers nondiscriminatory access to
operator services and directory assistance
facilities as all LECs are under section
251(b)(3). We further conclude that, if a
carrier requests an incumbent LEC to unbundle
the facilities and functionalities providing
operator services and directory assistance as
separate network elements, the incumbent LEC
must provide the competing provider with
nondiscriminatory access to such facilities
and functionalities at any technically
feasible point...(FCC 96-325, ¶534)

In CC Docket 96-98, Implementation of the Local Competition
Provisions in the Act (Second Report and Order), the FCC concludes
that:

...to ensure that competing providers can
obtain nondiscriminatory access to operator
services and directory assistance, we require
LECs to make such services available to
competing providers in their **entirety**
(emphasis added). (FCC 96-333, ¶105)

Further, the FCC concludes that:

Section 251(b)(3) requires LECs to share
subscriber listing information with their
competitors, in "readily accessible" tape or
electronic formats, and that such data be
provided in a timely fashion upon request.
The purpose of requiring "readily accessible"
formats is to ensure that no LEC, either
inadvertently or intentionally, provides
subscriber listings in formats that would
require the receiving carrier to expend
significant resources to enter the information
into its systems. We agree with MCI that "by
requiring the exchange of directory listings,

> the Commission will foster competition in the
> directory services market and foster new and
> enhanced services in the voice and electronic
> directory services market." Consistent with
> the definition of "subscriber list
> information" in Section 222(f)(3), we do not
> require access to unlisted names or numbers.
> Rather, we require the LEC providing the
> listing to share listings in a format that is
> consistent with what that LEC provides in its
> own directory. (FCC 96-333, ¶141)

The FCC also concludes that:

> ...It is not possible to achieve seamless and
> nondiscriminatory access to directory
> assistance without requiring access to the
> underlying databases. Consistent with our
> definition of nondiscriminatory access, the
> providing LEC must offer its competitors
> access of at least equal quality to that it
> receives itself. Competitors who access such
> LEC databases will be held to the same
> standards as the database owner, in terms of
> the types of information that they can legally
> release to directory assistance callers. The
> LEC that owns the database can take the
> necessary safeguards to protect the integrity
> of its database and any proprietary
> information, or carriers can agree that such
> databases will be administered by a third
> party. We note also that our holding does not
> preclude states from continuing to limit how
> LECs can use accessed directory information,
> e.g., prohibiting the sale of customer
> information to telemarketers. (FCC 96-333,
> ¶144)

C. Review of BST's/MCIm's Evidence:

BST states that a MCIm customer may dial 411 and reach a BST
DA operator that will give the MCIm customer any directory listing
in the database including the listings of independent telephone
companies and other ALECs (except for non-listed numbers and such).
The issue at hand, however, relates to BST's access service to its

DA listing database. (TR 466) Specifically, 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. (TR 466-467)

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. (TR 467)

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

BST states that, while it would be most appropriate to provide MCIm with access to all the listings in BST's DA database via DADS or DADAS, it does not because BST must honor contracts with ALLTEL of Florida, AT&T, Golden Harbor of Florida, Inc. d/b/a Hometown Telephone, and Sprint not to disclose their listings to third party companies without their authorization. (TR 467-469)

MCIm states that BST has the authority to provide nondiscriminatory access to all of BST's DA database listings pursuant to the Act. (TR 30)

"Nondisclosure" language

The parties do not dispute the fact that the BST/ALEC Agreements contain "nondisclosure" language. For example, the BST/AT&T Agreement states that: "BST shall refer any requests from third parties for AT&T's Subscriber List Information to AT&T." (EXH 21)

MCIm has worked not only with BST, but also directly with the four ALECs that have nondisclosure language in their Agreements with BST. MCIm has not had any success in obtaining access to all of BST's DA database listings. While MCIm is continuing its efforts, MCIm believes the Act requires all LECs, meaning ILECs and ALECs (or CLECs), to provide nondiscriminatory access to all directory listings. (EXH 3, pp.77-80)

BST's efforts to provide MCIm with all of the directory listings contained in BST's DA database are evident. First, Witness Hendrix states that BST has secured authorization from the ILECs for which BST performs DA services to share this information with ALECs. (TR 425) Second, BST has contacted the ALECs in an effort to get them to amend existing contractual language so that BST can provide the ALECs' DA listings to third party companies. (TR 468-469) Despite repeated attempts to have amendments made to the existing Agreements to permit BST to disclose all of BST's DA database listings to third party companies without having to get authorization from the respective ALEC, to date, only !nterprise America has amended its Agreement with BST (EXH 18, WKM-6), i.e., ALLTEL of Florida, AT&T, Golden Harbor of Florida, Inc. d/b/a Hometown Telephone, and Sprint Agreements with BST still contain the nondisclosure language. (TR 469) BST and AT&T are currently negotiating. (EXH 22) Staff notes that AT&T seeks compensation for allowing BST to use AT&T's listings (EXH 19, WKM-9); Alltel and Sprint refuse to amend their current Interconnection Agreements (EXH 18, WKM-5; WKM-10); and BST is actively working with all four ALECs to resolve this issue. (TR 511)

Staff believes that provision of all DA database listings will not require BST to divulge an individual ALEC's listings. Therefore, staff believes our recommendation to require BST to provide all DA listings, excluding the identity of the local service provider, will not violate the nondisclosure language in BST's other Agreements. We also believe this interpretation is consistent with the intent of the Act. Therefore, staff recommends that the Commission should require BST to provide such as stated in staff's recommendation.

Privacy

Staff believes that Section 222(c)(1) of the Act and Section 364.24(2), Florida Statutes, require LECs to obtain the customer's approval or authorization before customer information is disclosed. Staff interprets "customer" to mean the person, in this case, the person whose directory listing is currently in BST's DA database, marked as non-published. Therefore, whether this particular listing is in one company's DA database or another company's database, the listing would still be held in confidence and disclosure of such would only be allowed upon the person's approval. Further, these sections hold each provider responsible for the proper use of customer information.

CONCLUSION:

Staff believes the DA service BST is providing to MCIm is not in compliance with the BST/MCIm Agreement. Staff understands BST's concern that BST must honor the four BST/ALEC Agreements that contain nondisclosure language in regard to BST furnishing certain directory listings to third party companies. However, staff believes its recommended Commission action takes care of BST's concern by not requiring the disclosure of listings by specific service provider.

Finally, MCIm has requested that the Commission require BST to provide such information within 10 days of the Commission's Final Order. BST has not addressed the amount of time it would take for BST to provide such information if required to do so. Staff recommends that the Commission should require BST to provide all DA database listing information available to BST, excluding the identity of the subscriber's local service provider, to MCIm within 30 days of the Commission's Final Order.

ISSUE 13: Has BellSouth provided MCImetro with soft dial tone service in compliance with the Telecommunications Act of 1996 and the parties' Interconnection Agreement? If no, what action, if any, should the Commission take?

RECOMMENDATION: No. Staff believes that BellSouth (BST) is not providing MCImetro (MCIm) with soft dial tone service (SDTS) on a competitively neutral basis as required in the BST/MCIm Agreement. Staff recommends that the Commission should require BST to provide unbranded SDTS, within 30 days of the Commission's Final Order, for the duration of any temporary disconnection for non-payment of a MCIm subscriber's local residential service. **(Cordiano)**

POSITION OF PARTIES:

MCImetro: MCIm believes that BST is providing MCIm with SDTS in a discriminatory fashion. MCIm requests that the QuickService announcement be unbranded so that BST's brand name is not identified. MCIm believes BST should be required to implement this unbranded notification message within 30 days from the date of the Commission's Order. MCIm believes BST should be fined or penalized for its conduct.

BELLSOUTH: BST believes that it is providing MCIm with SDTS on a competitively neutral basis. BST believes that no action need be taken by the Commission. Further, BST denies that MCIm is entitled to any relief sought in the Complaint and affirmatively asserts that the Commission does not have the statutory authority to award the damages or injunction relief sought by MCIm.

STAFF ANALYSIS: This issue addresses whether BST is providing MCIm with SDTS in compliance with the Act and the parties' Interconnection Agreement.

A. Agreement:

The BST/MCIm Agreement sets forth the following:

Attachment III-20, §§ 7.2.1.11 and 7.2.1.11.4, state that where BellSouth 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.

The Agreement also states that:

§ 25.1. 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)

B. Telecommunications Act:

Subsection 251(c)(3) states that, in regard to unbundled
access, each ILEC has:

The duty to provide to any requesting
telecommunications carrier for the provision
of a telecommunications service,
nondiscriminatory access to network elements
on an unbundled basis at any technically
feasible point on rates, terms, and conditions
that are just, reasonable, and
nondiscriminatory. . . .

C. Review of BST's/MCIm's Evidence:

Soft dial tone service (SDTS) is the term MCIm uses to
describe BST's QuickService product. (TR 470) A telephone line
equipped with SDTS allows an end-user to dial 911 in the event of
an emergency. Dial tone is actually mandated by this Commission so
that the end-user can access 911. (TR 53) Specifically, all ILECs
and ALECs are required to maintain their respective lines with 911
access (i.e., SDTS) for the duration of any temporary disconnection
for non-payment of a subscriber's local residential service
pursuant to Commission 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 will be 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. (TR 470) The Act and the parties' Agreement require that SDTS be provided in a competitively neutral fashion.

The dispute is over what company's name, if any, should be identified in the announcement associated with SDTS.

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." (TR 31)

> "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." (TR 31)

BST believes that its proposed announcement is competitively neutral and is therefore in compliance with the Act and the parties' 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 long distance affiliate so long as it also states that other carriers also provide long distance services. (TR 472) 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. (TR 480) BST adds that, upon disconnection, SDTS is solely a BST provided facility, not a resold line, or an unbundled loop. (EXH 20, p.50; TR 485) 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. (EXH 6, BG-2, pp.6-7) BST further states that 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 (EXH 20, p.50)

MCIm asserts that BST's proposed announcement is not competitively neutral because it identifies BST by name. By

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insisting that it identify itself by name, BST is not providing
SDTS in compliance with the Agreement. MCIm believes MCIm's
proposed SDTS announcement would provide end-users with the
necessary information without a competitive advantage to any local
service provider. (TR 31) MCIm states that BST's reliance on Docket
97-208 (Order 97-418) is misplaced in that:

> the FCC held that BellSouth service
> representatives could use a telemarketing
> script in which the representatives offered to
> read from a list of long distance providers,
> but also recommended BellSouth. If requested,
> the representatives were required to read the
> other long distance carriers from the list.
> (BR 36)

MCIm believes 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, with the caveat
that MCIm probably contributes some way, e.g., via access charges.
(EXH 3, pp.81-82)

Conclusion:

Staff believes that BST's proposal to identify only one
company by name, i.e., the BellSouth name, would give BST a
competitive advantage because the BellSouth name clearly carries
with it name recognition that would attract end-users to focus on
the BellSouth name and lean toward calling BellSouth over any other
local service provider.

As noted in staff's analysis, §§ 7.2.1.11 and 7.2.1.11.4 of
the Agreement provides:

> 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. (Attachment III-
> 20, Network Elements)

Moreover, the Agreement states that:

> § 25.1. 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)

The record shows that MCIm has requested BST to provide MCI with SDTS on an unbranded basis. (EXH-6, BG-1, p.7) BST has not proven that it is incapable of complying with MCIm's request. Staff believes that MCIm's request is reasonable and technically feasible. Therefore, BST should be required to comply.

Staff recommends that while the precise language of the announcement may vary, the announcement must not identify any company by name. Staff suggests the following "safe harbor" 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.

Staff notes that this "safe harbor" 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. Staff further notes that, upon BST's receipt of MCIm's termination of service notice for a given line equipped with SDTS, branding would be permitted.

Finally, MCIm has requested that the Commission require BST to provide unbranded SDTS within 30 days of the Commission's Final Order. BST has not addressed the amount of time it would take for BST to provide such service if required to do so. Staff believes that 30 days is a reasonable period of time to provide unbranded SDTS. Therefore, staff recommends that the Commission should require BST to provide unbranded SDTS, within 30 days of the Commission's Final Order, for the duration of any temporary disconnection for non-payment of a MCIm subscriber's local residential service.

ISSUE 14: Should this docket be closed?

RECOMMENDATION: No. If the Commission approves staff's recommendations, this docket should remain open until BST complies with the requirements of this Order. **(BEDELL)**

STAFF ANALYSIS: If the Commission approves staff's recommendations, this docket should remain open until BST complies with the requirements of this Order.