

ORIGINAL

Orlando Telephone Company, Inc.

Orlando Office • 4558 S.W. 35th Street • Suite 100 • Orlando, Florida 32811 • (407) 996-8900 • Fax (407) 996-8901

July 28, 1999

Blanca Bayo
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-8500

991037.7P

Dear Ms. Bayo:

Please accept this letter as a formal protest by Orlando Telephone Company, Inc. (OTC) regarding current business practices being employed by BellSouth and Sprint/United. OTC requests an expedited hearing on the matters discussed below as these business practices are having an adverse impact on the competitive position of OTC and all CLEC's. More importantly, these practices are having a serious negative impact on all subscribers both business and residence.

The practice we are objecting to is the method of providing directory assistance and white page directory listing information. Historically, Sprint/United provided directory assistance information for all customers within their franchise territory to BellSouth. In most cases this customer information was available to the BellSouth D.A. operators within 48 hours. In mid-June of this year, Sprint/United stopped providing this information to BellSouth. Conversely, BellSouth stopped providing their information to Sprint/United.

With regard to white page directory listing information, Sprint/United sold their current database for the Orlando area to BellSouth in mid-May. The BellSouth directory didn't close until July 22nd. This means that any new customers in the Sprint/United franchise area that are connected between mid-May and late July are not included in the new BellSouth directory that is distributed in November. Sprint/United plans to buy the BellSouth white page information in August for their directory that will be delivered in December.

| | |
|-----|-------|
| AFA | _____ |
| APP | _____ |
| CAP | _____ |
| CMU | _____ |
| CTR | _____ |
| EAG | _____ |
| LEG | _____ |
| M/S | _____ |
| OPC | _____ |
| RPP | _____ |
| SEC | _____ |
| VAW | _____ |
| QTH | _____ |

DOCUMENT NUMBER-DATE

09044 JUL 30 99

REC'D - RECORDS/REPORTING

BellSouth has adopted the position that they will not accept white page listing or directory assistance information orders for customers outside of their franchise territory from anyone other than an ILEC. Sprint/United appears to have adopted the same position. Let us point out that neither company has any problem with accepting this information from CLEC's when the CLEC customer is located within their respective franchise areas.

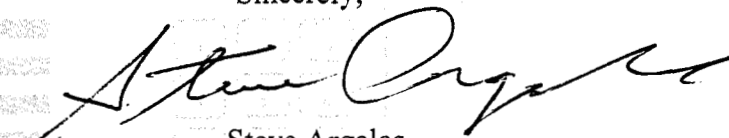
If these two ILEC's have decided not to share information with each other that is their business. However, a review of the OTC contracts with each company, filed with the FPSC, indicates that both companies are violating the terms of our respective agreements.

Attachment 1 includes excerpts from the current OTC contract with Sprint/United.
Attachment 2 includes excerpts from the current OTC contract with BellSouth.
Attachment 3 includes copies of OTC internal memos leading up to this filing.

Orlando Telephone Company requests that the Florida Public Service Commission direct both BellSouth and Sprint/United to accept White Page Directory Listing and Directory Assistance Information orders directly from OTC for all of OTC's subscribers in the local and extended calling area of metropolitan Orlando. This area being defined as the Kissimme - St. Cloud area of Osceola County plus all of Orange County and all of Seminole County.

Your prompt attention to this matter is greatly appreciated.

Sincerely,



Steve Argalas

Copy: Joe Garcia
Victor Cordiano
Dave Erwin
Mike Cassera

Attachment 1

SPRINT CONTRACT

- c. Company will provide Carrier a default arrangement/disaster recovery plan including an emergency back-up number in case of massive trunk failures.
- d. Company will use its best efforts to facilitate the prompt, robust, reliable, and efficient interconnection of Carrier systems to the 911/E911 platforms, with standards of provisioning, service, and performance that are non-discriminatory and are at least equal to those employed by Company for itself, its Affiliates and/or subsidiaries, and other carriers providing switched local exchange services.

2. Operator Reference Database ("ORDB")

If available, Company will work cooperatively with Carrier to assist Carrier in obtaining from the appropriate 911 government agencies monthly updates to the ORDB. If available, this will enable Carrier to promptly respond to emergency agencies (e.g., fire, police, emergency medical technicians, etc.), as a backup to 911, during a catastrophic situation.

B. White/Yellow Page Directory Listings and Distribution

1. General Requirements.

* The directory listings and distribution terms and rates specified in this section shall apply to listings of Carrier customer numbers falling within NXX codes directly assigned to Carrier, to listings of Carrier customer telephone numbers which are obtained by Carrier (or its customers) pursuant to Local Telephone Number Portability Arrangements, and to listings of customers served through resale of Company services. Company shall publish Carrier listings in those Company directories covering the geographic scope of Carriers local service areas. The terms of this section may require a subsequent additional agreement with Company's Directory Publishing Company which Company will assist Carrier in obtaining under the terms outlined below.

- a. Company will include Carrier's customer telephone numbers plus Carrier's customer service and repair contact information, in a style and format (e.g., type, size, location in book, etc.) similar to how Company provides its own such information, in all its "White Pages" and "Yellow Pages" directory listings and directory assistance databases associated with the areas in which Carrier provides services to such customers, and will distribute printed White and Yellow Pages directories to Carrier's end-user customers, in the same manner it provides those functions for its own customers or at the option of Carrier, to Carrier for distribution to its end-users. Either Party may withhold provision of non-published telephone numbers of its end-users to the other Party.
- b. At Carrier's request, Carrier's critical contact information shall appear on a Carrier Information Page appearing in the "Informational Pages" section of Company's telephone directory listing Carrier critical end-user contact

information regarding emergency services, billing and service information, repair services, and other pertinent telephone numbers relative to Carrier. Carrier's information shall conform to all applicable regulatory requirements. Carrier will not incur any additional charges for inclusion of this information. Additional Information pages will be made available at the same price as Company is charged by its directory publisher or at TELRIC plus a reasonable allocation of joint and common costs, whichever is lower.

- c. Carrier will provide Company with its directory listings and daily updates to those listings in an industry-accepted format and via an agreed upon medium.
- d. Carrier and Company will accord Carrier's directory listing information the same level of confidentiality which Company accords its own directory listing information, and Company shall ensure that access to Carrier's customer proprietary confidential directory information will be limited solely to those Company employees who are directly involved in the preparation of listings.
- e. Company and Carrier will work cooperatively to address any payments for sales of any bulk directory lists to third parties, where such lists include Carrier customer listings. Unless required by law, Company will not provide/sell Carrier's listings to any third parties without Carrier's prior written approval.
- f. Company shall provide Parity directory distribution, directory database maintenance, and directory listings for Carriers and its customers under the same terms that Company provides these same services for its end-user to the extent permitted by Section 222 of the Act.
- g. The Company's Yellow Pages directory Publisher shall be entitled to the revenues from the sale of Yellow Pages advertising. The Yellow Pages directory Publisher shall treat Carrier's customers in the same fashion and using the same publishing standards and policies and on a nondiscriminatory basis with Company's customers.

2. Compensation

Carrier and Company shall be treated in a non discriminatory manner concerning white and yellow pages directory expense responsibility, based on proportionate listing allocation of said expense, and in the same manner white and yellow pages additional listings, bolding, color, in-column advertising and display advertising profits or revenues shared with the Company by the directory publisher shall be shared with Carrier. However, Company (or its directory publisher) may elect to forego expense and revenue/profit sharing with Carrier and instead, at no charge to Carrier, publish Carrier's customer's directory listings, publish a Carrier Information Page in the white pages

directory, provide initial directory distribution to Carrier's customers and maintain any required directory listing publication databases.

3. Billing

- a. The Yellow Pages advertising billed to Carrier end-users will be rendered separately to Carrier customers by publisher. On Carrier billed accounts, the name of Company as the Directory Services Provider will appear. Carrier shall not increase the billing to end-users and does not become a resale or sales agent of Company's directory by virtue of this provision.
- b. The directory publisher shall invoice Carrier's customer directly for white pages advertising, color or white page bolding, or at the option of Company, as outlined in (a) above, Carrier may invoice its end-users for directory charges.

4. Information

- a. Company shall provide to Carrier the publishing cycles and deadlines to ensure timely receipt and publication of Carrier's customer information.
- b. Company shall identify the calling area covered by each directory and provide such information to Carrier in a timely manner.

5. Quality of Service

- a. The end-to-end interval for updating the database with Carrier customer data must be the same as provided for the Company's end-users.
- b. Company will provide an automated capability (e.g., tape transfer or other data feed) to update the Company directory database.

C. Directory Assistance

1. General Requirements

- a. Where Company is a directory assistance service provider, at Carrier's request, subject to any existing system capacity restraints which Company shall work to overcome, Company will provide to Carrier for resale, Carrier branded directory assistance service which is comparable in every other way to the directory assistance service Company makes available to its own end-users.
- b. Company will make Carrier's data available to anyone calling the Company's DA and will update its database with Carrier's data in Parity with updates from its own data.



- c. Company may store proprietary customer information provided by Carrier in its Directory Assistance database; such information should be able to be identified by source provider in order to provide the necessary protection of Carrier's or Carrier customer's proprietary or protected information.
- d. Carrier may limit the Company's use of Carrier's data to directory assistance or, pursuant to written agreement, grant greater flexibility in the use of the data subject to proper compensation.
- e. If Directory Assistance is a separate retail service provided by Company, Company must allow wholesale resale of Company DA service.
- f. To the extent Company provides directory assistance service, Carrier will provide its listings to Company via data and processed directory assistance feeds in accordance with an agreed upon industry format. Company shall include Carrier listings in its directory assistance database.
- g. Carrier has the right to license Company unbundled directory databases and sub databases and utilize them in the provision of its own DA service. To the extent that Carrier includes Company listings in its own directory assistance database, Carrier shall make Company's data available to anyone calling Carrier's DA.
- h. Company will make available to Carrier all DA service enhancements on a non-discriminatory basis.
- i. When technically feasible and requested by Carrier, Company will route Carrier customer DA calls to Carrier DA centers.

2. Business Processes

- a. The Company will, consistent with Section 222 of the Act, update and maintain the DA database with Carrier data, utilizing the same procedures it uses for its own customers, for those Carrier customers who:

| | |
|------------------------------|-----------------|
| Disconnect | Change Carrier |
| Install | "Change" orders |
| Are Non-Published | Are Non-Listed |
| Are Non-Published/Non-Listed | |

- b. Carrier shall bill its own end-users.
- c. Carrier will be billed in an agreed upon standard format.

- d. Company and Carrier will develop intercompany procedures to correct errors when they are identified in the database.

3. Compensation

- a. When Carrier is rebranding the local service of Company, directory assistance that is provided without separate charge to end-users will be provided to Carrier end-users as part of the basic wholesale local service, subject to any additional actual expense to brand the service with Carrier's brand. Where DA is separately charged as a retail service by Company, Carrier shall pay for DA service at retail less avoided cost.
- b. Company shall place Carrier end-users listings in its directory assistance database for no charge.
- c. Company shall, subject to Section 222 of the Act, make its unbundled directory assistance database available to Carrier. Prices shall be set at TELRIC plus a reasonable allocation of joint and common costs.
- d. Any additional actual trunking costs necessary to provide a Carrier branded resold directory assistance service or routing to Carrier's own directory assistance service location shall be paid by Carrier.

D. Operator Services

1. General Requirements

- a. Where Company (or a Company Affiliate on behalf of Company) provides operator services, at Carrier's request (subject to any existing system capacity restraints which Company shall work to overcome). Company will provide to Carrier, Carrier branded operator service which is comparable in every other way to operator services Company makes available to its own end-users.
- b. At Carrier's request, subject to any existing system capacity restraints which Company shall work to overcome, Company will route Operator Service traffic of Carrier's customers to the Carrier's Operator Service Center.
- c. Company shall provide operator service features to include the following: (i) local call completion 0- and 0+, billed to calling cards, billed collect, and billed to third party, and (ii) billable time and charges, etc.

2. Compensation

Attachment 2

BELLSOUTH CONTRACT

BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide OBTS with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable OBTS to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide OBTS with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other ALEC. BellSouth will provide number portability to OBTS and their customers with minimum impairment of functionality, quality, reliability and convenience.

5. **White Pages Listings**

* BellSouth shall provide OBTS and their customers access to white pages directory listings under the following terms:

5.1 * Listings. BellSouth or its agent will include OBTS residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between OBTS and BellSouth subscribers.

5.2 * Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to OBTS or its subscribers provided that OBTS provides subscriber listing information to BellSouth at no charge.

5.3 Procedures for Submitting OBTS Subscriber Information. BellSouth will provide to OBTS a magnetic tape or computer disk containing the proper format for submitting subscriber listings. OBTS will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based).

5.4 Unlisted Subscribers. OBTS will be required to provide to BellSouth the names, addresses and telephone numbers of all OBTS customers that wish to be omitted from directories.

5.5 * Inclusion of OBTS Customers in Directory Assistance Database. BellSouth will include and maintain OBTS subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and OBTS will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

5.6 Listing Information Confidentiality. BellSouth will accord OBTS's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to OBTS's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to OBTS subscribers at no charge.

6. **Bona Fide Request Process for Further Unbundling**

BellSouth shall, upon request of OBTS, and to the extent technically feasible, provide to OBTS access to its unbundled elements for the provision of OBTS's telecommunications service. Any request by OBTS for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request process set forth in Attachment 9.

7. **Liability and Indemnification**

~~7.1~~ BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible OBTS revenues.

7.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor OBTS shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

7.3 Limitation of Liability.

~~7.3.1~~ Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this

10.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by OBTS.

10.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to OBTS in accordance with the time schedule designated by OBTS.

10.2.3 **Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of OBTS, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

10.3 **Directory Assistance Service**

10.3.1 **Definition**

* Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

10.3.2 **Requirements**

10.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by OBTS's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, OBTS may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

10.3.2.2 **Directory Assistance Service Updates**

* 10.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

* 10.3.2.2.1.1 New customer connections: BellSouth will provide service to OBTS that is equal to the service it provides to itself and its customers;

10.3.2.2.1.2 Customer disconnections: BellSouth will provide service to OBTS that is equal to the service it provides to itself and its customers; and

10.3.2.2.1.3 Customer address changes: BellSouth will provide service to OBTS that is equal to the service it provides to itself and its customers;

10.3.2.3 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

11. Signaling

BellSouth agrees to offer access to unbundled signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Attachment 11. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

11.1 **Definition of Signaling Link Transport**

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

11.2 **Technical Requirements**

11.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

11.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

11.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair; and

11.2.2.2 As a "D-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

11.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

11.2.3.1 An A-link layer shall consist of two links.

11.2.3.2 A D-link layer shall consist of four links.

11.2.4 A signaling link layer shall satisfy a performance objective such that:

11.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

Attachment 3

OTC MEMOS

TO: Herb Bornack, Jerry Locke, Dave Erwin

FROM: Steve Argalas

SUBJECT: BellSouth/Sprint United Directory Assistance/Directory Listing Issue

DATE: July 28, 1999

It has been two weeks now since everyone was alerted to this issue (see 3 attached memos). As of this date, to the best of my knowledge, there has been no movement by either party to resolve the situation.

In our meeting with Joan Seymour (SPRINT) yesterday we were advised that Sprint planned to purchase the BellSouth directory listings in August. These listings will be included in their year 2000 directory. Sprint will not accept listing or DA orders from OTC for our customers who do not reside in Sprint franchise territory. This is the same position that BellSouth has taken with regard to OTC customers who do not reside in BellSouth territory.

Neither company has offered any legal or regulatory basis for this position. They infer that this is a business decision.

This position seems to me to be anti-competitive in nature and I recommend filing a complaint with the FPSC.

A handwritten signature in black ink, appearing to be a stylized 'S' or similar character, located at the bottom right of the page.

MEMORANDUM

To: Dave Erwin, Herb Bornack

From: Steve Argalas

Subject: Directory Listing & Directory Assistance Dispute

Date: July 14, 1999

Two days ago I became aware of a problem we are encountering in submitting our customer information for inclusion in the BellSouth directory and the BellSouth directory assistance database.

When an OTC customer is located in Sprint/United franchise territory, we **must** submit listing information to Sprint/United. Our customers wish to be listed in both the Sprint and BellSouth directories and OTC uses BellSouth for local operator & directory assistance services. For the past 2 years, Sprint/United forwarded this information to BellSouth. Now Sprint/United has decided that they will no longer furnish this information to BellSouth for inclusion in the directory assistance database.

With regard to directory listings, Sprint states that they sell BellSouth their white pages listing once a year. In the case of the Orlando directory, this sale took place in late April or early May. The BellSouth directory for Orlando closes in mid-July. Sprint refuses to send our new customer directory listing information to BellSouth.

When an OTC customer is located in BellSouth franchise territory, we submit the listing and D.A. information directly to BellSouth.

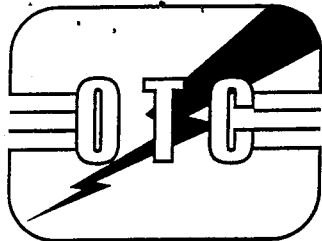
We are not talking about any type of "RESALE ACCOUNT". All of these customers are OTC facilities based customers with OTC telephone numbers and OTC dial tone.

OTC is requesting the Florida Public Service Commission to issue an emergency order:
A) Directing Sprint/United to deliver OTC customer information to BellSouth in a timely manner, or
B) Directing BellSouth to accept listing and D.A. information directly from OTC regardless of the ILEC franchise territory boundaries.

OTC further requests that the FPSC hold Sprint/United and BellSouth jointly liable for any loss of business OTC incurs or lawsuits OTC gets involved in as a result of this situation.

Please be advised that at the present time, BellSouth operator services group is trying to work with us on a case by case basis to minimize customer complaints. However, they also insist that a final resolution must be reached as soon as possible.

A handwritten signature in black ink, consisting of a large, stylized loop that crosses itself, followed by a short horizontal stroke.



Orlando Telephone Company, Inc.

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MEMORANDUM

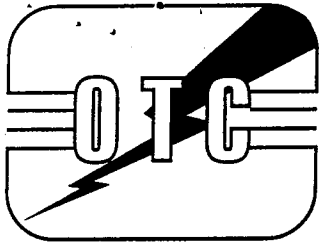
To: Ida Bourne

From: Steve Argalas

Subject: Directory Listing & Directory Assistance Dispute

Date: July 14, 1999

If BellSouth will accept directory listing and directory assistance orders directly from Orlando Telephone Company, Inc. (OTC) for our customers who are located outside BellSouth franchise territory, OTC will pay BellSouth a service order charge equal in amount to the amount OTC currently pays BellSouth for orders when our customer is located within BellSouth franchise territory.



Orlando Telephone Company, Inc.

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MEMORANDUM

To: Ida Bourne

From: Steve Argalas

Subject: Directory Listing & Directory Assistance Dispute

Date: July 15, 1999

During the course of this dispute I have been told repeatedly by BellSouth that they cannot accept OTC customer listing information if the OTC customer is not located within the BellSouth franchise territory boundaries. Could you please site the legal and/or regulatory basis for this position?