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February 20, 1998

Ms. Blanca S. Bayó
Director, Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 971140-TL

Dear Ms. Bayó:

Enclosed herein for filing on behalf of MCI
Telecommunications Corporation and MCI Metro Access Transmission
Services, Inc. (collectively MCI), are the original and 15 copies
of the Rebuttal Testimony of Chip Parker, Tom Hyde and Ron
Martinez.

By copy of this letter these documents have been provided to
the parties on the attached service list.

Very truly yours,

Richard D. Melson

Richard D. Melson

- ACK
- AFA
- APP
- CAF
- CMU *Faviana*
- CTR RDM/clp
- EAG Enclosures
- LEG cc: Per Certificate of Service
- LIN *57 orgs*
- OPC
- RCH
- SEC
- WAS 104888.1
- OTH

Hyde
DOCUMENT NUMBER-DATE
02467 FEB 20 88
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Parker
DOCUMENT NUMBER-DATE
02468 FEB 20 88
FPSC-RECORDS/REPORTING

Martinez
DOCUMENT NUMBER-DATE
02469 FEB 20 88
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by hand delivery this 20th day of February, 1998.

Charlie Pellegrini
FL Public Service Commission
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2540 Shumard Oak Blvd. # 370
Tallahassee, FL 32399-0850

C. Everett Boyd, Jr.
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101 N. Monroe Street
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Nancy B. White
c/o Nancy H. Sims
Southern Bell Telephone Company
150 S. Monroe St. Suite 400
Tallahassee, FL 32301

Tim O. Ga

ATTORNEY

ORIGINAL

1 MCI TELECOMMUNICATIONS CORPORATION AND
2 MCImetro ACCESS TRANSMISSION SERVICES, INC.
3 REBUTTAL TESTIMONY OF RON MARTINEZ
4 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

5 DOCKET NO. 971140-TP

6 FEBRUARY 20, 1998
7

8 I. Introduction

9 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION.

10 A. My name is Ronald Martinez. My business address is 780 Johnson Ferry Road, Atlanta,
11 Georgia 30342. I am employed by MCI Telecommunications Corporation ("MCI") in
12 the Law and Public Policy group as an Executive Staff Member II. My responsibilities in
13 my current position include working with the MCI business units to ensure timely
14 introduction of products and services.
15

16 Q. PLEASE PROVIDE INFORMATION ON YOUR BACKGROUND AND
17 EXPERIENCE.

18 A. In my previous position at MCI, I managed the business relationships between MCI and
19 approximately 500 independent local exchange companies ("LECs") in twenty-one states.
20 I have experience in network engineering, administration and planning; facilities
21 engineering, management and planning; network sales; and technical sales support. Prior
22 to joining MCI, I was the Director of Labs for Contel Executone for several years.
23 Before that, I worked for 16 years in the Bell system in numerous engineering, sales and

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1 sales support functions. I have a Master of Science degree in Operations Research, and a
2 Bachelor of Science degree in Electrical Engineering from the University of New Haven.
3 I was one of the principal negotiators in the negotiations between BellSouth and MCI
4 which were conducted pursuant to Section 252 of the Telecommunications Act of 1996
5 (the "Act").
6

7 **II. Purpose of Rebuttal Testimony**

8 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

9 A. The purpose of my rebuttal testimony is to respond to portions of the direct testimony of
10 BellSouth witnesses Jerry Hendrix, Alphonso J. Varner, and Eno Landry. I participated
11 in the negotiations of the MCI/BellSouth Interconnection Agreement. In my testimony, I
12 respond to statements made by BellSouth's witnesses about the terms of the Agreement
13 and the negotiation and arbitration process. I explain how some of the key provisions in
14 the Agreement were negotiated rather than arbitrated. In addition, I explain how
15 BellSouth's positions on the issues in this matter are fundamentally inconsistent with the
16 terms of the Agreement.
17

18 **III. Response to Testimony of Jerry Hendrix and Alphonso Varner**

19 **Q. HAVE YOU REVIEWED THE DIRECT TESTIMONY OF JERRY HENDRIX
20 AND ALPHONSO J. VARNER FILED BY BELL SOUTH IN THIS MATTER?**

21 A. Yes.
22

23 **Q. ON PAGE 4, LINES 5 TO 16, MR. HENDRIX QUOTES FROM THE
24 COMMISSION'S MARCH 19, 1997 FINAL ORDER ON MOTION FOR**

1 **RECONSIDERATION. IN THAT SAME ORDER, DIDN'T THE COMMISSION**
2 **STATE THAT BELL SOUTH WAS MERELY PRESENTING ITS PREVIOUS**
3 **ARGUMENT FROM A DIFFERENT ANGLE AND THAT THE COMMISSION**
4 **HAD ALREADY DECIDED THE ISSUE?**

5 A. Yes. Mr. Hendrix selectively quotes from two paragraphs in the order. The complete
6 paragraphs are as follows, the language omitted by Mr. Hendrix is in bold:

7

8 In our original arbitration proceeding in this docket, we were not presented
9 with the specific issue of the pricing of recombined elements when
10 recreating the same service offered for resale. **In raising this issue,**
11 **BellSouth appears to be rearguing its case from a different angle.**
12 **Such an attempt to engraft new arguments onto an issue which has**
13 **already been fully addressed is inappropriate. See Sherwood v. State,**
14 **111 So. 2d 96 at 99 (Fla. 3rd DCA 1959)(advancing new or other**
15 **points identified as one of several reasons for rejecting a motion for**
16 **rehearing). See also Diamond Cab Co. v. King, 146 So. 2d 889 at 891**
17 **(stating that rehearing is not available for re-arguing the whole case**
18 **simply because the losing party disagrees).**

19

20 Furthermore, we set rates only for the specific unbundled elements that the
21 parties requested. Therefore, it is not clear from the record in this
22 proceeding that our decision included rates for all elements necessary to
23 recreate a complete retail service. Thus, it is inappropriate for us to make a
24 determination on this issue at this time. **As such, we find that BellSouth's**
25 **motion does not identify any point of fact or law that we failed to**

1 **address. We agree with AT&T and MCI that BellSouth is merely**
2 **presenting its previous argument from a different angle in an effort to**
3 **have us reconsider an issue which we have already considered and**
4 **decided. Nevertheless, we note that we would be very concerned if**
5 **recombining network elements to recreate a service could be used to**
6 **undercut the resale price of the service.**

7
8 **Q. ON PAGE 6, LINES 1 TO 16, MR. HENDRIX STATES THAT THE**
9 **AGREEMENT DOES NOT SPECIFY HOW PRICES WILL BE DETERMINED**
10 **FOR UNE COMBINATIONS. DO YOU AGREE?**

11 **A. No. Chip Parker has addressed in his direct testimony the fact that the Agreement does**
12 **specify how prices will be determined. Mr. Parker also describes in his rebuttal testimony**
13 **how Mr. Hendrix has ignored the provisions of the Agreement.**

14
15 Mr. Hendrix apparently is taking the position that the language in Section 8 of
16 Attachment I has nothing to do with the pricing of UNE combinations and that the
17 agreement does not specify how prices will be determine whether or not the combination
18 “recreates” a BellSouth retail service. On page 4, lines 22 to 24, of his testimony, Mr.
19 Hendrix sets forth the language regarding pricing of “recreated” services which BellSouth
20 proposed to the Commission on April 4, 1997. Mr. Hendrix acknowledges that the
21 Commission rejected this language. Not surprisingly, however, Mr. Hendrix’ testimony
22 does not describe where in the Agreement BellSouth wanted to place that proposed
23 language. BellSouth wanted that language in the middle of Section 8 of Attachment 1 as
24 shown below:

25

1 The recurring and non-recurring prices for Unbundled Network Elements
2 (UNEs) in Table 1 of this Attachment are appropriate for UNEs on an
3 individual, stand-alone basis. When two or more network elements are
4 combined, these prices may lead to duplicate charges. BellSouth shall
5 provide recurring and non-recurring charges that do not include duplicate
6 charges for functions or activities that MCIIm does not need when two or
7 more network elements are combined in a single order. MCIIm and
8 BellSouth shall work together to establish recurring and nonrecurring
9 charges in situations where MCIIm is ordering multiple network elements.
10 **Further negotiations between the parties should address the price of**
11 **a retail service that is recreated by combining UNEs. Recombining**
12 **UNEs shall not be used to under cut the resale price of the service**
13 **recreated.** Where the parties cannot agree to these charges, either party
14 may petition the Florida Public Service Commission to settle the disputed
15 charge or charges.

16
17 Order No. PSC-97-0602-FOF-TP, at p. 5. BellSouth's suggested placement for its
18 proposed language clearly demonstrates that BellSouth recognized that this Section 8 of
19 Attachment I governs the pricing of UNE combinations.

20
21 **Q. ON PAGE 2, LINES 21 TO 24, MR. HENDRIX STATES THAT BELLSOUTH**
22 **INTENDS TO HONOR ITS CONTRACTUAL OBLIGATIONS TO PROVISION**
23 **UNE COMBINATIONS UNTIL SUCH TIME AS THE EIGHTH CIRCUIT'S**
24 **OPINION BECOMES FINAL AND NON-APPEALABLE. HOW DO YOU**
25 **RESPOND?**

1 A. MCI agrees that BellSouth should comply with its contractual obligations to provisions
2 UNE combinations. Depending on what the Supreme Court does with the Eighth Circuit
3 Order, the parties may never need to renegotiate any terms of the Agreement. In
4 addition, it is important to remember that many of the provisions in the Interconnection
5 Agreement were voluntarily agreed to by the parties. Regardless of what happens to the
6 Eighth Circuit Order, these negotiated provisions are final.

7

8 **Q. YOU STATED THAT BELL SOUTH VOLUNTARILY CONSENTED TO SOME**
9 **OF THE TERMS OF THE AGREEMENT. IS THAT AN IMPORTANT**
10 **CONSIDERATION?**

11 A. Yes. It is MCI's position that the terms of the Agreement are determinative of most of
12 the issues in this case. The only factual issue remaining is to take the methodology
13 prescribed by the Agreement and apply it to the UNE combinations at issue in this case to
14 determine the appropriate NRCs. Applying this methodology to determine the NRCs is
15 the subject of Tom Hyde's testimony.

16

17 BellSouth's argument seems to be that the Commission has not arbitrated all of the
18 issues. First, I believe the Agreement does provide prices for UNE combinations – the
19 sum of the rates for the stand-alone elements. It also provides a mechanism for removing
20 from that sum duplicate charges and charges for services not needed when the elements
21 are ordered in combination. The fact that BellSouth attempted unsuccessfully to get the
22 Commission to reach a different result certainly does not nullify these provisions.

23

24 Second, BellSouth's argument overlooks the fact that the Agreement contains many
25 terms which, although never arbitrated by the Commission, are nonetheless binding on

1 BellSouth and MCI. The Commission's consideration of the Agreement cannot end with
2 the question of "did we arbitrate this issue." Even if the Commission determines that it
3 did not arbitrate an issue, it must consider how the issue is addressed by the negotiated
4 provisions. To do otherwise would render the negotiation process meaningless.

5

6 **Q. WHAT ARE SOME OF THE PROVISIONS WHICH BELLSOUTH**
7 **VOLUNTARILY CONSENTED TO?**

8 A. BellSouth voluntarily agreed to Section 2.2.2 of Attachment VIII. As Chip Parker stated
9 in his Direct testimony, Section 2.2.2.3 authorizes MCI to migrate existing BellSouth
10 customers to MCI to be served through unbundled Network Elements reusing existing
11 BellSouth facilities. In contrast, Sections 2.2.2.1 and 2.2.2.2 of Attachment VIII refer to
12 migration for resale. In light of these complementary provisions, it is clear that under the
13 Agreement migration to UNEs is not the same as migration to resale, and that MCI can
14 choose which type of migration to use for a particular customer.

15

16 BellSouth also voluntarily consented to Section 2.2.15.3 of Attachment VIII. This
17 section specifically prohibits BellSouth from pulling elements apart when MCI orders
18 them in combination:

19 When MCI orders Network Elements or Combinations that are
20 currently interconnected and functional, Network Elements and
21 Combinations shall remain connected and functional without any
22 disconnection or disruption of functionality.

23

24 BellSouth also negotiated Section 2.6 of Attachment III of the Agreement. This section
25 provides as follows:

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With respect to Network Elements. . .charges in Attachment I are inclusive and no other charges apply, including but not limited to any other consideration for connecting any Network Element(s) with other Network Element(s).

On January 30, 1997, BellSouth filed a draft of the MCI/BellSouth Interconnection Agreement with the Commission. In that draft, BellSouth indicated in regular type face the provisions which it had voluntarily negotiated with MCI. BellSouth indicated in bold the provisions which it was including in the draft only because it believed it was ordered to do so by the Commission. I have attached excerpts from this draft Agreement, together with BellSouth's cover letter, as Exhibit ____ (RM-1). The above described provisions, of course, are in regular type face.

Q. WHAT IS THE SIGNIFICANCE OF THESE NEGOTIATED PROVISIONS?

A. Together, these three voluntarily negotiated provisions go to the heart of this case – what rate should MCI pay when it migrates an existing BellSouth customer to a loop/port combination. They provide that MCI can migrate existing BellSouth customers to UNEs, as opposed to resale. (Section 2.2.2, Attachment VIII). When MCI does so, BellSouth cannot disconnect the currently connected network elements. (Section 2.2.15.3, Attachment VIII). Finally, when MCI migrates the customer to UNEs, the charges for the network elements set forth in Attachment 1 apply. Those charges are inclusive and no other charges, including a glue charge, shall apply. (Section 2.6, Attachment III)

1 Q. ON PAGE 6, LINES 12 TO 16, AND ON PAGE 9, LINES 7 TO 9, MR. VARNER
2 STATES THAT BELLSOUTH IS FREE TO NEGOTIATE WITH AN ALEC FOR
3 RATES, TERMS AND CONDITIONS FOR BELLSOUTH TO COMBINE UNEs
4 FOR AN ALEC. HOW DO YOU RESPOND?

5 A. I find it very ironic that Mr. Varner would state that BellSouth could negotiate terms
6 regarding providing UNE combinations. As I discussed above, BellSouth did negotiate
7 provisions with MCI regarding UNE combinations. BellSouth voluntarily agreed that we
8 could migrate customers to UNEs, they agreed that they would not disconnect the
9 currently connected elements, and they agreed not to charge a glue charge.

10

11 Q. ON PAGES 9 AND 10 OF HIS TESTIMONY, MR. HENDRIX DISCUSSES
12 CRITERIA WHICH HE BELIEVES THE COMMISSION SHOULD USE TO
13 IDENTIFY WHAT COMBINATIONS OF UNBUNDLED NETWORK
14 ELEMENTS RECREATE EXISTING BELLSOUTH RETAIL SERVICES. DO
15 YOU AGREE WITH HIS PROPOSAL?

16 A. No. First, the issue is irrelevant since the Agreement makes no distinction between
17 different types of combinations. Second, as Joe Gillan stated in his direct testimony filed
18 on behalf of AT&T, a UNE combination never recreates a BellSouth retail service.
19 Finally, even when the Commission discussed its concern regarding combined elements
20 undercutting resale prices, the Commission was clearly only referring to the situation
21 where the ALEC was using all BellSouth elements and none of its own to create a
22 complete retail service. A loop and a port alone cannot be used to provide any complete
23 retail service.

24

1 When it declined to grant BellSouth's motion for reconsideration, the Commission stated:
2 "Therefore, it is not clear from the record in this proceeding that our decision included
3 rates for all elements necessary to recreate a complete retail service." Order No. PSC-
4 97-0298-FOF-TP, at p. 7 (emphasis added). Clearly, the Commission was not referring
5 to simple loop/port combinations since it had set rates for both of those elements.

6
7 Similarly, when AT&T and MCI asked for wholesale discount rates which excluded
8 charges for operator services, the Commission ruled that:

9
10 The Act only requires that any retail services offered to customers be
11 made available for resale. If AT&T and MCI want to purchase pieces of
12 services, they must buy unbundled elements and package these elements in
13 a way to meet their needs.

14
15 Order No. PSC-96-1579-FOF-TP at p. 55; Order No. PSC-97-0298-FOF-TP at p. 23.
16 In other words, if MCI obtains a loop and a port from BellSouth but uses selective
17 routing to provide its own operator service, the Commission has already determined that
18 that is not resale.

19
20 Indeed, the Commission specifically used loop/port combinations as its examples when it
21 ruled that BellSouth should be required to remove all duplicate charges and charges for
22 functions and activities not needed from the nonrecurring and recurring charges for UNE
23 combinations. Order No. PSC-97-0298-FOF-TP at pp. 26 and 29. The Commission
24 even noted that "BellSouth's nonrecurring cost study assumes that there would be no
25 combinations of loops and ports. Thus, since we determined that loops and ports may be

1 combined, it appears that duplicate service order processing charges are included in the
2 combined NRC for ports and loops.” Order No. PSC-97-0298-FOF-TP at p. 26. Clearly,
3 the Commission has rejected the argument that a loop and port combination should be
4 priced at the resale rate and that issue cannot be reopened.

5

6 **Q. MR. VARNER STATES ON PAGE 20, LINES 10 TO 11, THAT HIS PROPOSED**
7 **NRCs REFLECT THE ELIMINATION OF DUPLICATE COSTS. IS THAT ALL**
8 **THAT THE COMMISSION REQUIRED?**

9 **A.** No. Removing duplicate charges from the NRCs is only part of the requirement.
10 BellSouth is also required to remove charges for functions or activities that MCI does not
11 need when two or more network elements are combined.

12

13 In issuing its ruling on this issue in its Final Order on Motions for Reconsideration, the
14 Commission explained: “The Cost studies for NRCs by BellSouth appear to include costs
15 for functions that may not be needed by AT&T. The DLR is an example. If a DLR, or
16 other function is not needed by AT&T, then the cost should not be included in the total
17 NRC.” Order No. PSC-97-0298-FOF-TP at p. 27. The Commission went on to explain
18 that the NRCs it had previously set were for “each element on an individual or stand-
19 alone basis. We did not, however, set NRCs when multiple network elements are
20 combined.” Order No. PSC-97-0298-FOF-TP at p. 27.

21

22 As Mr. Varner recognized on page 19, lines 7 to 11, the Commission then stated, “[W]e
23 hereby order BellSouth to provide NRCs that do not include duplicate charges or charges
24 for functions or activities that AT&T does not need when two or more network elements

1 are combined in a single order.” Order No. PSC-97-0298-FOF-TP at p. 27 (Emphasis
2 added). Mr. Varner noted that the same requirement is applicable to MCI.

3

4 **Q. MR. VARNER STATES THAT BELLSOUTH WILL NOT PROVIDE**
5 **SWITCHED ACCESS DATA FOR INTRASTATE INTERLATA CALLS. HOW**
6 **DO YOU RESPOND?**

7 A. On page 21, lines 18 to 20, Mr. Varner argues that the Agreement only requires
8 BellSouth to send “appropriate” recording data. He then goes on to argue that intrastate
9 interLATA usage data is not appropriate. He has taken the word “appropriate”
10 completely out of context. Section 7.2.1.9 of Attachment III, which addresses Local
11 Switching, provides as follows: “BellSouth shall record all billable events, involving
12 usage of the element, and send the appropriate recording data to MCI as outlined in
13 Attachment VIII.” The phrase “appropriate recording data” is referring to the content
14 and format requirements which are “outlined in Attachment VIII.”

15

16 In other words, MCI needs particular data in order to properly bill. Further, MCI
17 needs that data to be in a particular format in order to use it. Section 4 of Attachment
18 VIII, entitled Provision of Subscriber Usage Data, sets forth the terms and conditions for
19 BellSouth’s provision of Recorded Usage Data to MCI and for information exchange
20 regarding long distance billing. Section 4.2.2 of Attachment VIII, entitled “Supporting
21 Billing Information” describes the content and format of that data. Section 4.2.2.1 sets
22 forth the requirement for returned long distance messages and invoices. This section
23 makes no distinction between interstate and intrastate interLATA calls. Section 4.1.1.3
24 of Attachment VIII requires BellSouth to provide recorded usage data on all completed
25 calls.

1 Finally, the charge for Local Switching set forth in Attachment I of the Agreement is
2 inclusive, and no other charges apply. Section 2.6 of Attachment III. MCI may use Local
3 Switching to provide “any feature, function, capability, or service that such Network
4 Element(s) is capable of providing.” Section 2.3 of Attachment III. Local Switching
5 includes “all of the features, functions, and capabilities that the underlying BellSouth
6 switch . . . is capable of providing, including but not limited to: . . . Carrier pre-
7 subscription (e.g., long distance carrier, intraLATA toll.” Section 7.1.1, Attachment 3.
8 In addition, Local Switching includes the capability “of routing local, intraLATA, [and]
9 interLATA” calls. Section 7.1.1, Attachment 3. In other words, when MCI purchases
10 Local Switching from BellSouth, it is paying BellSouth for this capability. Apparently,
11 Mr. Varner wants to be paid twice for the same thing.

12

13 **IV. Response to Testimony of Eno Landry**

14 **Q. HAVE YOU REVIEWED THE DIRECT TESTIMONY OF BELLSOUTH**
15 **WITNESS ENO LANDRY?**

16 **A.** Yes. I reviewed his testimony from the stand point of compliance with the terms of the
17 Agreement. His analysis is fundamentally flawed because it is completely inconsistent
18 with the requirements of the Agreement. He assumes that the loop and the port are both
19 cross-connected to MCI’s collocation for MCI to combine. First, there is nothing in the
20 Agreement that suggests that even when MCI wants to combine elements itself that it
21 must do so at a collocation facility. Second, as Chip Parker explains in his direct
22 testimony, the Agreement requires BellSouth to connect the elements, without charging
23 any glue charges, when so requested by MCI. Third, and most importantly, the NRCs at
24 issue in this matter are for elements that are currently connected and functional. As I

1 explained above, BellSouth voluntarily agreed in Section 2.2.15.3 of Attachment VIII of
2 the Agreement that it would not pull apart currently combined elements.

3

4 **Q. DOES THAT CONCLUDE YOUR REBUTTAL TESTIMONY?**

5 **A. Yes.**

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Exhibit _____ (RM-1)
Docket No. 971140-TP
Witness: Ron Martinez
Company: MCI

**BST LETTER DATED 1/30/97 AND
EXCERPTS FROM DRAFT INTERCONNECTION AGREEMENT**

NANCY B. WHITE
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404)335-0710

January 30, 1997

RECEIVED

JAN 31 1997

Hopping Green, Sams & Smith, P.A.

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

RE: Docket No. 960833-TP;960846-TP;960916-TP

Dear Mrs. Bayo:

MCI and BellSouth have been unable to agree on all of the provisions of an interconnection agreement. Accordingly, BellSouth is submitting its proposed Interconnection Agreement pursuant to the requirement of the Commission's Arbitration Order. The language that appears in normal print in the proposed Interconnection Agreement is language to which the parties have agreed through the course of negotiations over the past several months. The Agreement also contains language marked in bold print that is either disputed or has been successfully negotiated as a result of the Arbitration decision. Also included is a matrix that delineates and summarizes the contractual provisions described below:

1. Language that the parties have negotiated pursuant to the Commission's arbitration decision. This can be considered agreed to language for the purposes of the proceeding and needs no further action by the Commission. These sections are labeled: "Arbitrated; language conformed to Order."
2. Language relating to issues that were the subject of the arbitration decision, but the parties have been unable to agree on language to be included in the Agreement. These sections are labeled: "Arbitrated; parties unable to agree on language."

3. Language relating to issues that were not the subject of the arbitration decision, and that the parties have been unable to agree on language to be included in the Agreement. These sections are labeled: "Disputed; not in arbitration."

BellSouth will prepare and file an issue by issue analysis, similar to the one attached as an Addendum to MCI's filing, which will include supporting rationale for BellSouth's position.

Sincerely,



Nancy B. White

cc: All Parties of Record
A. M. Lombardo
R. G. Beatty
W. J. Ellenberg

Matrix of Unresolved Provisions and Provisions Successfully Negotiated as a Result of the Arbitration Decision

Contract Provision	Subject	Status
General Terms 1.2	Discontinuing Resale	Disputed; Not addressed in Arbitration
General Terms 11	Indemnification	Disputed; Not addressed in Arbitration
General Terms 12	Limitation of liability	Disputed; Not addressed in Arbitration
General Terms 15.2	Remedies	Disputed; Not addressed in Arbitration
General Terms 19	Non-Discriminatory Treatment	Disputed; Not addressed in Arbitration
General Terms 20.2	Termination	Disputed; Not addressed in Arbitration
General Terms 22	Audits	Disputed; Not addressed in Arbitration
General Terms 25.1	Branding	Language conformed to Order
General Terms 25.3	Branded materials	Language conformed to Order
General Terms 25.7	Branding	Disputed; Not addressed in Arbitration
I Entire Attachment	Pricing	No agreed language
II 1.1	Resale restrictions	Language conformed to Order
II 2.2	Resale restrictions	Language conformed to Order
II 2.2.1	Resale restrictions	Language conformed to Order
II 2.2.2	Resale restrictions	Language conformed to Order
II 2.2.2.1	Resale restrictions	Language conformed to Order
II 2.2.2.2	Resale restrictions	Language conformed to Order
II 2.2.2.3	Resale restrictions	Language conformed to Order
II 2.2.2.4	Resale restrictions	Language conformed to Order
II 2.2.2.5	Resale restrictions	Language conformed to Order
II 2.2.2.6	Resale restrictions	Language conformed to Order
II 2.2.2.7	Resale restrictions	Language conformed to Order
II 2.3.1.9	Resale -- Multiserv	Language conformed to Order
II 2.3.3	Resale -- Lifeline	Language conformed to Order
II 2.3.4	Resale -- Grandfathered Services	Language conformed to Order
II 2.3.5.1	Resale -- N11/E911	Language conformed to Order
II 2.3.5.2	Resale -- N11/E911	Language conformed to Order
II 2.3.5.3	Resale -- N11/E911	Language conformed to Order
II 2.3.5.4	Resale -- N11/E911	Language conformed to Order
II 2.3.6	Resale -- CSAs	Language conformed to Order
II 2.3.6.1	Resale -- Promotions	Language conformed to Order
II 2.3.6.2	Resale -- Promotions	Language conformed to Order
II 2.3.6.3	Resale -- Promotions	Language conformed to Order
II 2.3.7	Resale -- Discounts	Language conformed to Order
III 2.3	Network Elements -- Recombination	Language conformed to Order
III 2.4	Network Elements -- Recombination	Language conformed to Order

Matrix of Unresolved Provisions and Provisions Successfully Negotiated as a Result of the Arbitration Decision

Contract Provision	Subject	Status
III 2.7	List of Network Elements	Language conformed to Order
III 4.4.1.1.1	Network Elements Loop Concentrator	Language conformed to Order
III 4.5.4	Network Elements NID	Language conformed to Order
III 4.6.1.1	Network Elements Loop Distribution	Language conformed to Order
III 7.1.2	Local Switching Selective Routing	Language conformed to Order
III 7.2.1.2 Local Switc	Local Switching Selective Routing	Language conformed to Order
III 7.2.1.3 Local Switc	Local Switching Selective Routing	Language conformed to Order
III 7.2.1.16 Local Switc	Local Switching Selective Routing	Language conformed to Order
III 7.2.1.17 Local Switc	Local Switching Selective Routing	Language conformed to Order
III 7.2.2.2.2 Local Switc	Local Switching Selective Routing	Language conformed to Order
III 7.2.2.2.3 Local Switc	Local Switching Selective Routing	Language conformed to Order
III 10.1.4.2	Dark Fiber	Language conformed to Order
III 13.4.2.25	LIDB -- DMOQs	No agreed language
III 14.1	Tandem Switching Selective Routing	Language conformed to Order
III 14.2.1.2	Tandem Switching Selective Routing	Language conformed to Order
III 14.2.1.5	Tandem Switching Selective Routing	Language conformed to Order
III 14.2.9	Tandem Switching Selective Routing	Language conformed to Order
IV 2.2.2	Interconnection -- Local Calling Area	Disputed: Not addressed in Arbitration
IV 2.2.2.1	Interconnection -- Local Calling Area	Disputed: Not addressed in Arbitration
IV 2.2.2.2	Interconnection -- Local Calling Area	Disputed: Not addressed in Arbitration
IV 2.4.1	Tandem deemed an end office	Disputed; Not addressed in Arbitration
IV 2.4.2	Tandem deemed an end office	Disputed; Not addressed in Arbitration
IV 2.4.3	Tandem deemed an end office	Disputed; Not addressed in Arbitration
VI 1.1.28	Rights of Way -- Spare Capacity	Disputed; Not addressed in Arbitration
VI 1.2.6	Encumbrances on right to convey	Disputed; Not addressed in Arbitration
VI 1.2.9.5	Emergency inner duct	Disputed; Not addressed in Arbitration
VI 1.3.6.7	Manhole pumping	Disputed; Not addressed in Arbitration
VI 1.3.9.3	BellSouth's review of procedures	Disputed; Not addressed in Arbitration
VI 1.3.9.4	Manhole pumping	Disputed; Not addressed in Arbitration
VI 1.3.10	Compliance with Gov't. Regulations	Disputed; Not addressed in Arbitration
VI 1.5.2.2	Information re: availability of conduit	Disputed; Not addressed in Arbitration
VI 1.6.3	Compliance with Environmental laws	Disputed; Not addressed in Arbitration
VI 1.8.2.2	Occupancy of duct and manhole	Disputed; Not addressed in Arbitration
VI Section 2	Dark Fiber	No agreed language

Matrix of Unresolved Provisions and Provisions Successfully Negotiated as a Result of the Arbitration Decision

Contract Provision	Subject	Status
VIII 2.1.5.3	Credit History	Disputed; Not addressed in Arbitration
VIII 2.1.5.4	Credit History	Disputed; Not addressed in Arbitration
VIII 2.2.15.1	Network Elements -- Recombination	Language conformed to Order
VIII 2.2.15.4	Network Elements -- Recombination	Language conformed to Order
VIII 2.2.15.5	Network Elements -- Recombination	Language conformed to Order
VIII 2.2.15.6	Network Elements -- Recombination	Language conformed to Order
VIII 2.3.2.3.1	Customer Service Records and CPNI	Language conformed to Order
VIII 2.3.2.3.1.1	Customer Service Records and CPNI	Language conformed to Order
VIII 2.3.2.3.1.2	Customer Service Records and CPNI	Language conformed to Order
VIII 2.3.2.6	On line access to telephone numbers	Disputed; Not addressed in Arbitration
VIII 2.5	Ordering & Provisioning -- DMOQs	No agreed language
VIII 3.4	Billing -- DMOQs	No agreed language
VIII 4.1.1.7	Information Service Provider -- Billing	Language conformed to Order
VIII 4.4	Usage Data -- DMOQs	No agreed language
VIII 4.5	Usage Data -- DMOQ reporting	No agreed language
VIII 5.1.14	611 branding	Language conformed to Order
VIII 5.4	Maintenance & Repair -- DMOQs	No agreed language
VIII 6.1.2.1	DA -- selective routing	Language conformed to Order
VIII 6.1.2.2	DA -- selective routing	Language conformed to Order
VIII 6.1.2.3	DA -- selective routing	Language conformed to Order
VIII 6.1.2.3.8	DA -- branding	Language conformed to Order
VIII 6.1.2.3.9.3	Local toll -- selective routing	Language conformed to Order
VIII 6.1.3.1	Operator Svcs. -- selective routing	Language conformed to Order
VIII 6.1.3.2	Operator Svcs. -- selective routing	Language conformed to Order
VIII 6.1.3.3	Operator Svcs. -- selective routing	Language conformed to Order
VIII 6.1.3.3.2	Operator Svcs. -- branding	Language conformed to Order
VIII 6.1.3.3.3.3	Calling card	Disputed; Not addressed in Arbitration
VIII 6.1.3.15	INP BLV/BLI request for ported #	Disputed; Not addressed in Arbitration
VIII 6.1.4.1.1	EDI Date	Disputed; Not addressed in Arbitration
IX 3.1	Liability -- Uncollectible Revenues	Disputed; Not addressed in Arbitration
IX 3.1.2	Liability -- Uncollectible Revenues	Disputed; Not addressed in Arbitration
IX 3.1.3	Liability -- Uncollectible Revenues	Disputed; Not addressed in Arbitration
X Entire Attachment	Penalty provisions	No agreed language

ATTACHMENT III

NETWORK ELEMENTS

Section 1. Introduction -

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, MCI may order Network Elements as of the Effective Date.

Section 2. Unbundled Network Elements -

2.1 BellSouth shall offer Network Elements to MCI on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

2.2 BellSouth shall permit MCI to connect MCI's facilities or facilities provided to MCI by third parties with each of BellSouth's unbundled Network Elements at any point designated by MCI that is Technically Feasible.

2.3 The parties have agreed that the following language incorporates the rulings of the Arbitration Decision.

MCI may use one or more Network Elements to provide any feature, function, capability, or service option that such Network Element is capable of providing or any feature, function, capability, or service option that is described in the technical references identified herein.

2.3.1 MCI may, at its option, designate any Technically Feasible method of access to unbundled elements, including access methods currently or previously in use.

2.4 The parties have agreed that the following language incorporates the rulings of the Arbitration Decision

BellSouth shall offer each Network Element individually and in combination with any other Network Element or Network Elements to permit MCI to provide Telecommunications Services to its subscribers

2.5 For each Network Element, BellSouth shall provide a demarcation point (e.g., at a Digital Signal Cross Connect, Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which MCIIm agrees is suitable. However, where BellSouth provides combined Network Elements at MCIIm's direction, no demarcation point shall exist between such contiguous Network Elements.

2.6 With respect to Network Elements and services in existence as of the Effective Date of this Agreement, charges in Attachment I are inclusive and no other charges apply, including but not limited to any other consideration for connecting any Network Element(s) with other Network Element(s). BellSouth and MCIIm agree to attempt in good faith to resolve any alleged errors or omissions in Attachment I.

2.7 The parties have agreed that the following language incorporates the rulings of the Arbitration Decision

This Attachment describes the Network Elements BellSouth and MCIIm have identified as of the Effective Date of this Agreement:

**Loop;
Distribution;
Loop Concentrator/Multiplexer;
Network Interface Device;
Local Switching;
Tandem Switching;
Operator Systems;
911;
Directory Assistance;
Common Transport;
Dedicated Transport;
Signaling Link Transport;
Signaling Transfer Points;
Service Control Points/Databases; and
AIN Capabilities.**

2.8 MCIIm and BellSouth agree that the Network Elements identified in this Attachment are not all possible Network Elements.

2.9 MCIIm may identify additional or revised Network Elements as necessary to provide telecommunications services to its subscribers, to improve network or service efficiencies or to accommodate changing technologies, subscriber demand, or other requirements.

MCI will request such Network Elements in accordance with the bona fide request process described in Section 24 of Part A. Additionally, if BellSouth provides any Network Element that is not identified in this Agreement, to itself, to its own subscribers, to a BellSouth Affiliate or to any other entity, BellSouth shall make available the same Network Element to MCI on terms and conditions no less favorable to MCI than those provided to itself or to any other party, at charges set forth in Attachment I.

Section 3. Standards for Network Elements -

3.1 Each Network Element shall be furnished at a service level equal to or better than the requirements set forth in the technical references referenced in the following, as well as any performance or other requirements, identified herein. In the event Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference or a more recent version of such reference sets forth a different requirement, MCI may elect, where Technically Feasible, that such standard shall apply.

3.2 If one or more of the requirements set forth in this Agreement with respect to BellSouth's obligations to MCI are in conflict, MCI shall elect which requirement shall apply.

3.3 Each Network Element provided by BellSouth to MCI shall be at least equal in the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that BellSouth provides to itself, BellSouth's own subscribers, to a BellSouth Affiliate or to any other entity.

3.3.1 BellSouth shall provide to MCI, upon request, engineering, design, performance and other network data sufficient for MCI to determine that the requirements of this Section 3 are being met. In the event that such data indicates that the requirements of this Section 3 are not being met, BellSouth shall, within ten (10) days, cure any design, performance or other deficiency, or, if the failure is not susceptible to cure within ten (10) days shall commence and continue its best efforts to correct such failure as soon as possible, and provide new data sufficient for MCI to determine that such deficiencies have been cured.

2.2 Service Order Process Requirements

2.2.1 OBF Compliance

2.2.1.1 In accordance with OBF standards, BellSouth and MCI shall follow the OBF-developed ordering and provisioning process standards. These processes include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/ rejection, firm order confirmation, delay notification, and completion notification. BellSouth agrees to work cooperatively to implement future OBF-developed processes related to ordering and provisioning.

2.2.2 Service Migrations and New Subscriber Additions

2.2.2.1 For resale services, BellSouth shall not require a disconnect order from a subscriber, another local service provider, or any other entity, to process an MCI order to establish MCI Local Service and/or migrate a subscriber to MCI local service.

2.2.2.2 BellSouth shall not intentionally or unnecessarily disconnect any subscriber service or existing features at any time during the migration of a Resale subscriber to MCI service, unless disconnection is required by an MCI order changing the service type.

2.2.2.3 For services MCI will provide through unbundled Network Elements, BellSouth shall, upon receipt of a BellSouth Blanket Agency Agreement Letter for Local Service Provider provided in the Ordering Guidelines, recognize MCI as an agent for the subscriber in requesting the migration of services provided by another BellSouth or another CLEC. In addition, BellSouth shall not disconnect any BellSouth services provided to the BellSouth subscriber until MCI notifies BellSouth that MCI's unbundled elements are installed and operational, except where existing BellSouth facilities are being reused.

2.2.2.4 Unless otherwise directed by MCI, when MCI orders resale services or Network Elements, where applicable, all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services, except those excluded from resale, partial migration of lines or services affected by the MCI order which require common blocks of

equipment or facilities (e.g. MultiServ, Hunting, DID), and BellSouth Handicap Exemptions shall be retained. BellSouth shall not intentionally or unnecessarily interrupt feature capability including, but not limited to, Directory Assistance and 911/E911 capability.

2.2.2.5 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, BellSouth and MCI shall agree on a scheduled conversion time.

2.2.2.5.1 BellSouth will coordinate activities of all BellSouth work groups involved.

2.2.2.5.2 BellSouth will notify MCI when conversion is complete.

2.2.2.5.3 BellSouth will use its best efforts to minimize subscriber interruptions during conversions.

2.2.3 Intercept Treatment and Transfer of Service Announcements

2.2.3.1 BellSouth shall provide the same unbranded intercept treatment and transfer of service announcements to MCI's subscribers. for resale and unbundled switch as BellSouth provides its own end users.

2.2.4 Desired Due Date (DDD)

2.2.4.1 MCI shall specify on each order the Desired Due Date (DDD). BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will provide services on the DDD, or on the earliest available installation date thereafter. BellSouth will notify MCI if the DDD cannot be met.

2.2.4.2 If the DDD falls after the standard order completion interval provided by BellSouth, then BellSouth, where facilities are available, shall complete the order on the Desired Due Date.

2.2.4.3 BellSouth shall supply MCI with due date intervals to be used by MCI personnel to determine service installation dates.

2.2.4.4 Subsequent to an initial order submission, MCI may require a new/revised due date that is earlier than the original

due date requested. BellSouth will make best effort to meet MCI's requested due date, and applicable expedite charges set forth in Attachment I will apply.

2.2.4.5 Any special or preferred scheduling options available, internally or externally to BellSouth, for ordering and provisioning services shall also be available to MCI.

2.2.5 Subscriber Premises Inspections and Installations -

2.2.5.1 MCI shall perform or contract for all needs assessments, including equipment and installation requirements, at the subscriber premises on the the subscriber's side of the demarcation point.

2.2.5.2 BellSouth shall provide MCI with the ability to schedule subscriber premises installations.

2.2.5.3 In accordance with BellSouth's procedures and on parity with provision of such services to BellSouth's customers, BellSouth shall provide extended demarcation beyond the NID, at MCI's request, using intrabuilding riser and lateral beyond the NID.

2.2.6 Firm Order Confirmation (FOC)

2.2.6.1 BellSouth shall provide to MCI, via an electronic interface, a Firm Order Confirmation (FOC) for each MCI order provided electronically. The FOC shall contain on a per line and/or trunk basis, where applicable, an enumeration of MCI'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.

2.2.6.2 For a revised FOC, BellSouth shall provide order detail on a per line or per trunk level as well as the order detail from the prior FOC. BellSouth shall submit, where applicable, to MCI a complete revised list of features, functions and services ordered.

2.2.6.3 BellSouth shall provide to MCI the date that service is initiated.

2.2.7 Order Rejections

2.2.7.1 BellSouth shall review MCI_m local service requests and notify MCI_m of all known reasons for which the order was rejected. BellSouth shall not reject any orders due to an unavailable Desired Due Date. In that instance, BellSouth will process the order assigning the best available due date. The assigned due date will be returned to MCI_m as the FOC.

2.2.7.2 Left Blank Intentionally

2.2.7.3 Left Blank Intentionally

2.2.8 Service Order Changes

2.2.8.1 If an installation requires deviation for the Service Order in any manner, or if a MCI_m customer requests a service change at the time of installation, BellSouth will call MCI_m in advance of performing the installation for authorization. BellSouth will provide MCI_m at that time an estimate of additional labor hours and/or materials required for that installation. After installation is completed, BellSouth will immediately inform MCI_m of actual labor hours and materials used.

2.2.8.1.1 If work performed in connection with a service order is partially completed, notification which identifies the work that was done and work remaining to complete will be provided at the same level BellSouth provides to itself.

2.2.8.2 Where BellSouth provides installation and the MCI_m Customer requests a service change at the time of installation. BellSouth shall immediately notify MCI_m at the telephone number on the service order of that request. The BellSouth technician should notify MCI_m in the presence of the MCI_m Customer so that MCI_m can negotiate authority to install the requested service directly with that customer and the technician and revise appropriate ordering documents as necessary.

2.2.9 Jeopardy Situations

2.2.9.1 BellSouth shall provide to MCI_m notification of any jeopardy situations prior to the Committed Due Date, missed

appointments and any other delay or problem in completing work specified on MCI's service order as detailed on the FOC.

2.2.10 Cooperative Testing

2.2.10.1 Network Testing

2.2.10.1.1 BellSouth shall perform all pre-service testing prior to the completion of the order, including testing on local service facilities and switch translations, including, but not limited to, verification of features, functions, and services ordered by MCI.

2.2.10.1.2 Within 24-hrs of MCI's request for scheduled cooperative testing, BellSouth shall perform said testing with MCI (including trouble shooting to isolate any problems) to test Network Elements purchased by MCI in order to identify any problems.

2.2.10.2 Systems and Process Testing

2.2.10.2.1 LEC shall cooperate with MCI upon request to test all operational interfaces and processes and thereby ensure that they are in place and functioning properly and efficiently.

2.2.11 Service Suspensions/Restorations

2.2.11.1 Upon MCI's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Network Element, feature, function, or resale service. BellSouth shall use its best efforts to provide restoration priority on a per network element or combination basis in a manner that conforms with MCI requested priorities.

2.2.12 Disconnects

2.2.12.1 BellSouth shall provide to MCI daily information notifying MCI of any services disconnected from MCI, other than disconnections initiated by MCI, in a mutually agreed upon format.

2.2.13 Order Completion Notification

2.2.13.1 Upon completion of a service orders associated with Local Service Requests (LSRs) in its system(s), BellSouth shall submit to MCIIm an order completion notifications. Such notifications shall provide the Purchase Order Numbers provided by MCIIm when submitting the requests and the Local Service Request Numbers assigned by BellSouth.

2.2.14 Fulfillment Process

2.2.14.1 MCIIm shall conduct all activities associated with the account fulfillment process, for example welcome packages and calling cards, for all MCIIm subscribers.

2.2.15 Specific Unbundling Requirements

2.2.15.1 The parties have agreed that the following language incorporates the rulings of the Arbitration Decision

MCIIm may order and BellSouth shall provision unbundled Network Elements either individually or in any combination on a single order. Network Elements ordered as combined shall be provisioned as combined by BellSouth unless MCIIm specifies that the Network Elements ordered in combination be provisioned separately.

2.2.15.2 Prior to providing service in a specific geographic area or when MCIIm requires a change of network configuration, MCIIm may elect to place an order with BellSouth requiring BellSouth to prepare Network Elements and switch translations in advance of orders for additional network elements from MCIIm.

2.2.15.3 When MCIIm orders Elements or Combinations that are currently interconnected and functional, Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of Network Elements.

2.2.15.4 The parties have agreed that the following language incorporates the rulings of the Arbitration Decision

Order combinations of Contiguous Network Elements shall be available to be ordered (i) on a case-by-case basis for those Network Elements that are subscriber-specific; or (ii) on a common-use basis for those Network Elements that are shared by multiple subscribers.

2.2.15.5 The parties have agreed that the following language incorporates the rulings of the Arbitration Decision

Network Elements shall be identified and ordered by MCIIm so that they can be provisioned together. MCIIm may specify the functionality of a combination without the need to specify the configuration of the individual Network Elements needed to provide that functionality.

2.2.15.6 The parties have agreed that the following language incorporates the rulings of the Arbitration Decision

When ordering a Combination, MCIIm shall have the option of ordering all features, functions and capabilities of each Network Element.

2.2.15.7 When MCIIm orders Network Elements, BellSouth shall provision at parity with services provided to BellSouth subscribers all features, functions, and capabilities of the Network Elements which include, but are not limited to:

2.2.15.7.1 The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's subscribers, such as telephone number, white page listing, and dial tone; and

2.2.15.7.2 All other features that the switch is equipped to provide, including, but not limited to, custom calling, custom local area signaling service

features, and MULTISERV, as well as any Technically Feasible customized routing functions provided by the switch.

2.2.15.8 When MCI orders Network Elements, BellSouth shall provide technical assistance to ensure compatibility between elements.

2.2.15.9 Each order for Network Elements will contain administration, bill, contact, and subscriber information, as defined by the OBF.

2.3 Systems Interfaces and Information Exchanges

2.3.1 General Requirements

2.3.1.1 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. MCI further agrees to accept on an interim basis, until such time as EBI is implemented for LSR, the interfaces approved by BellSouth. These interim solutions described below address the Pre-ordering, Ordering and Provisioning interfaces.

2.3.1.1.1 Until such standards are completed, BellSouth and MCI agree to use an interim order format and interface which will be defined by BellSouth and implementation negotiated between the Parties no later than sixty (60) days after the Effective Date of this Agreement.

2.3.1.2 BellSouth interfaces shall provide MCI with the same process and system capabilities for both Residence and Business ordering and provisioning. MCI shall not be required to develop distinct processes or interfaces by class of service.

2.3.1.3 BellSouth and MCI 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 MCI 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.