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May 4, 1998

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

Re: Docket No. 980281-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of MCImetro Access
Transmission Services, Inc. are the original and 15 copies of the
following:

- 1) Direct Testimony of Ronald Martinez 04989-98
- 2) Direct Testimony of Bryan Green 04990-98

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

Very truly yours,

Richard D. Melson

ACK _____
 AFA _____
 APP _____
 CAF _____
 CMU Suzanne
 CTR _____
 EAG _____
 LEG _____
 LIN Stop
 ORC _____
 RCH _____
 SEC 1
 WAS _____
 QTH _____

RDM/clp
Enclosures
cc: Service List

Doc #04989-98

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY OF RONALD MARTINEZ

ON BEHALF OF

MCIMETRO ACCESS TRANSMISSION SERVICES, INC.

DOCKET NO. 980281-TP

May 4, 1998

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7
8 **Q. PLEASE STATE YOUR NAME, ADDRESS AND POSITION.**

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

14
15 **Q. PLEASE PROVIDE INFORMATION ON YOUR BACKGROUND AND**
16 **EXPERIENCE.**

17 A. In my previous position at MCI, I managed the business relationships between MCI
18 and approximately 500 independent local exchange companies in twenty-one states.
19 I have experience in network engineering, administration and planning; facilities
20 engineering, management and planning; network sales; and technical sales support.
21 Prior to joining MCI, I was the Director of Labs for Contel Executone for several
22 years. Before that, I worked for sixteen years in the Bell system in numerous
23 engineering, sales and sales support functions. I have a Master of Science degree in
24 Operations Research and a Bachelor of Science Degree in Electrical Engineering
25 from the University of New Haven.

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Q. ARE YOU FAMILIAR WITH THE INTERCONNECTION AGREEMENT THAT IS THE SUBJECT OF THIS PROCEEDING?

A. Yes. I was heavily involved in the negotiation of the Interconnection Agreement (the Agreement) on behalf of MCImetro Access Transmission Services, Inc. (MCImetro), which is the MCI subsidiary that provides local telephone service. Although I am not a lawyer, I am quite familiar with the provisions discussed below and the parties intentions when negotiating and drafting those provisions.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to provide information to the Commission concerning the relevant provisions of the Agreement and to put those provisions in the proper context. Further, with respect to Counts One, Nine through Twelve and Fourteen, I discuss the failure of BellSouth Telecommunications, Inc. (“BellSouth”) to comply with the Agreement. I have attached a copy of the complete Agreement to my testimony as Exhibit ___ (RM-1) and a copy of relevant excerpts from the Agreement as Exhibit __ (RM-2).

OSS: GENERAL CLAIM

COUNT ONE: FAILURE TO PROVIDE OSS INFORMATION

Q. PLEASE SUMMARIZE THE BASIS FOR MCIMETRO’S CLAIM THAT BELLSOUTH MUST DISCLOSE THE OSS SYSTEMS AND RELATED DATA BASES THAT BELLSOUTH USES FOR ITS OWN CUSTOMERS.

A. Several provisions in the Agreement require BellSouth to provide OSS systems to MCImetro at parity with what BellSouth provides to its own customers. While I am

1 not a lawyer, I understand that such parity also is required by the
2 Telecommunications Act of 1996 (the "Act"). To determine whether parity is being
3 provided, MCImetro must obtain information concerning the Operations Support
4 Systems (OSS) that BellSouth uses for its customers and the databases that are used
5 by those systems. Otherwise, MCImetro cannot learn all of the OSS capabilities it is
6 entitled to, and the parity provisions of the Agreement and the Act could not be fully
7 enforced.

8
9 **Q. WHAT ARE THE PARITY PROVISIONS TO WHICH YOU REFER?**

10 A. Several provisions of the Agreement require that parity in OSS systems must be
11 provided. Key provisions include the following:

- 12 • "Except as otherwise provided herein, each party shall perform its
13 obligations hereunder at a performance level no less than the level which it
14 uses for its own operations, or those of its Affiliates, but in no event shall a
15 party use less than reasonable care in the performance of its duties
16 hereunder." Agreement, Part A, § 13.1.
- 17 • "BellSouth agrees that it will provide to MCI on a nondiscriminatory basis
18 unbundled Network Elements and ancillary services as set forth in this
19 Agreement and the operations support systems as set forth in this
20 Agreement. BellSouth further agrees that these services, or their functional
21 components, will contain all the same features, functions and capabilities and
22 be provided at a level of quality at least equal to the level which it provides
23 to itself or its Affiliates." Agreement, Part A, § 13.3.
- 24 • "BellSouth agrees that order entry, provisioning, installation, trouble
25 resolution, maintenance, billing and service quality with respect to Local

1 Resale will be provided at least as expeditiously as BellSouth provides for
2 itself or for its own retail local service or to others, or to its Affiliates, and
3 that it will provide such services to MCIIm in a competitively neutral
4 fashion.” Agreement, Part A, § 13.8.

5 • “During the term of this Agreement, BellSouth shall provide necessary
6 ordering and provisioning business process support as well as those technical
7 and systems interfaces as may be required to enable MCIIm to provide at
8 least the same level and quality of service for all resale services, functions,
9 features, capabilities and unbundled Network Elements as BellSouth
10 provides itself, its Affiliates or its own subscribers. BellSouth shall provide
11 MCIIm with the same level of ordering and provisioning support as BellSouth
12 provides itself in accordance with standards and performance measurements
13 that are at least equal to the highest level of standards and/or performance
14 measurements that BellSouth uses and/or which are required by law,
15 regulatory agency, or by BellSouth's own internal procedures, whichever are
16 the most rigorous. These standards shall apply to the quality of the
17 technology, equipment, facilities, processes, and techniques (including, but
18 not limited to, such new architecture, equipment, facilities, and interfaces as
19 BellSouth may deploy) that BellSouth provides to MCIIm under this
20 Agreement.” Agreement, Attachment VIII, § 2.1.2 (quoted in pertinent
21 part).

22 • “BellSouth and MCIIm shall agree on and implement interim solutions [prior
23 to EBI] for each interface within thirty (30) days after the effective Date of
24 this Agreement, unless otherwise specified in Exhibit A of this Attachment.
25 The interim interface(s) shall, at a minimum, provide MCIIm the same

1 functionality and level of service as is currently provided by the electronic
2 interfaces used by BellSouth for its own systems, users, or subscribers.”

3 Agreement, Attachment VIII, § 2.3.1.3.

- 4 • “During the term of this Agreement, BellSouth shall provide necessary
5 maintenance business process support as well as those technical and systems
6 interfaces required to enable MCIIm to provide at least the same level and
7 quality of service for all services for resale, functions, features, capabilities
8 and unbundled elements or combinations of elements as BellSouth provides
9 itself, its subscribers any of its Affiliated (sic) or subsidiaries or any other
10 entity. BellSouth shall provide MCIIm with the same level of maintenance
11 support as BellSouth provides itself in accordance with standards and
12 performance measurements that are at least equal to the highest level of
13 standards and/or performance measurements that BellSouth uses and/or
14 which are required by law, regulatory agency, or by BellSouth’s own internal
15 procedures, whichever are the most rigorous. These standards shall apply to
16 the quality of the technology, equipment, facilities, processes, and techniques
17 (including, but not limited to, such new architecture, equipment, facilities,
18 and interfaces as BellSouth may deploy) that BellSouth provides to MCIIm
19 under this Agreement.” Agreement, Attachment VIII, § 5.1.1.1.

20

21 **Q. HAS MCIMETRO REQUESTED BELLSOUTH TO PROVIDE**
22 **INFORMATION ABOUT ITS SYSTEMS AND DATA BASES?**

23 A. Yes. Prior to June 10, 1997, MCImetro requested certain information concerning
24 the systems and information available to BellSouth representatives. BellSouth
25 responded by memorandum dated June 10, 1997 attaching several flow charts

1 concerning the OSS available to CLECs rather than to BellSouth itself. A copy of
2 this memorandum is attached to my testimony as Exhibit ____ (RM-3). MCImetro
3 responded with an E-Mail and attached memorandum dated June 18, 1997
4 specifying the information requested, and sent a follow-up memorandum dated July
5 3, 1997 after no response was received. Copies of the June 18 E-Mail and attached
6 memorandum and the July 3 memorandum are attached to my testimony as Exhibits
7 ____ (RM-4) and ____ (RM-5), respectively. BellSouth responded by E-Mail dated
8 July 11, 1997, stating that the requested information was provided in the testimony
9 of Gloria Calhoun in Section 271 proceedings outside Florida. A copy of this E-
10 mail is attached as Exhibit ____ (RM-6). In fact, in that testimony Ms. Calhoun only
11 spoke of the OSS BellSouth uses for its own customers in general terms that did not
12 provide the detailed information required by MCImetro.

13
14 On July 14, 1997, Ms. Calhoun was cross-examined in a hearing in Georgia
15 concerning BellSouth's SGAT. During the cross-examination, MCI made the
16 following request concerning BellSouth's OSS and received the following response:

17 Q [MCI Counsel]: Ms. Calhoun, the staff had asked for a
18 view of RNS or the BellSouth systems and you extended that
19 – an invitation to the Commission's staff. Would BellSouth
20 be willing to extend a similar invitation to CLECs or the
21 parties in this docket so that we could all view the RNS?

22
23 A [BellSouth Witness Calhoun]: I don't see why not.

24
25 In the Matter of Consideration of BellSouth Telecommunications, Inc.'s Service

1 Pursuant to Section 271 of the Telecommunications Act of 1996, Georgia PSC
2 Docket No. 6863-U, p. 3622.

3
4 By letter dated July 16, 1997, counsel for MCI followed up on Ms. Calhoun's
5 statement and requested that MCI and other CLECs be allowed to view the
6 operation of BellSouth's ordering and pre-ordering OSS on-site at BellSouth's
7 offices. A copy of this letter is attached to my testimony as Exhibit ____ (RM-7).
8 When BellSouth failed to respond, MCI's counsel sent a second request dated July
9 24, 1997, a copy of which is attached as Exhibit ____ (RM-8). By letter dated July
10 29, 1997, just two days before the conclusion of the hearing, BellSouth's attorney
11 stated that the requested demonstration would not be permitted. A copy of that
12 letter is attached as Exhibit ____ (RM-9).

13
14 Since then, MCImetro has requested information on BellSouth's OSS and databases
15 by letter dated December 24, 1997, which is attached as Exhibit ____ (BG-1) to the
16 testimony of Bryan Green. BellSouth refused to provide the requested information
17 by letter dated February 24, 1998, which is attached to Mr. Green's testimony as
18 Exhibit ____ (BG-2).

19
20 **Q. SINCE THE GEORGIA 271 CASE, HAVE YOU HAD ANY**
21 **OPPORTUNITIES TO LEARN MORE ABOUT THE OSS BELLSOUTH**
22 **USES FOR ITS OWN CUSTOMERS?**

23 **A.** Yes. In subsequent Section 271 proceedings in Florida and Alabama, BellSouth was
24 ordered by those Commissions to give demonstrations of its OSS capabilities and to
25 permit limited questioning from CLECs. I witnessed both demonstrations.

1 Although the demonstrations were quite superficial, they demonstrated beyond any
2 doubt that, contrary to BellSouth's contentions in the Georgia 271 proceeding,
3 BellSouth has OSS capabilities that are markedly superior to what it provides to
4 CLECs. As a result of the Florida demonstration in particular, MCImetro was able
5 to begin requesting additional capabilities, some of which MCImetro is seeking in
6 this enforcement action.

7
8 **Q. WHY SHOULD BELLSOUTH BE REQUIRED TO DISCLOSE THE**
9 **REQUESTED INFORMATION ABOUT ITS OSS SYSTEMS AND DATA**
10 **BASES?**

11 A. Put simply, under the provisions quoted above, MCImetro is entitled to receive OSS
12 at parity with what BellSouth provides itself. MCImetro is entitled to know what
13 BellSouth's capabilities are so that it may obtain these capabilities for itself. Because
14 the demonstrations in Florida and Alabama were quite limited, MCImetro was
15 afforded only a brief glimpse into BellSouth's systems. Only when BellSouth is
16 required to make a thorough and systematic disclosure will MCImetro be able to
17 ascertain the capabilities and information to which it is entitled under the parity
18 standard. Such a disclosure would be the first step towards contractual compliance.

19
20 The information MCImetro has requested is reasonably suited to the parity inquiry.
21 MCImetro first asks for a detailed listing of all OSS systems that BellSouth uses.
22 Such a list easily could be provided and could be compared to a list of systems that
23 BellSouth provides for MCImetro's use. MCImetro also has requested the technical
24 specifications for the listed systems, which will enable it to assess what functions
25 BellSouth performs for its own retail operations and compare those functions to

1 those available to MCImetro. The database listing requested by MCImetro, like the
2 systems listing, easily could be provided and would allow for ready comparison.
3 Finally, the data base descriptions MCImetro requests would enable it to determine
4 the kind of information included in each data base used by BellSouth's OSS.

5
6 **OSS: CLAIMS RELATING TO PRE-ORDERING**

7 ***COUNT TWO: FAILURE TO PROVIDE A DOWNLOAD OF THE SAG DATA***

8 **Q. WHAT IS THE STREET ADDRESS GUIDE?**

9 A. The Street Address Guide, commonly referred to as the "SAG," is a computer
10 database that includes address information for Florida residents and businesses. This
11 database also is commonly referred to as the regional street address guide, or
12 "RSAG."

13
14 **Q. WHAT IS THE BASIS FOR MCIMETRO'S CLAIM THAT IT IS**
15 **ENTITLED TO OBTAIN A DOWNLOAD OF THE SAG DATA FROM**
16 **BELLSOUTH?**

17 A. The Agreement and the Act. When the Agreement was negotiated, MCImetro
18 recognized the importance of the SAG and did not want to be dependent on
19 BellSouth for access to it. The contractual right to obtain a download of the SAG
20 was made quite clear. The Agreement provides: "Within thirty (30) days after the
21 Effective Date of this Agreement, BellSouth shall provide to MCIIm the SAG data,
22 or its equivalent, in electronic form. All changes to the SAG shall be made available
23 to MCIIm on the same day as the change to the data is made." Agreement,
24 Attachment VIII, § 2.1.3.1.

25

1 **Q. HOW DO YOU RESPOND TO BELLSOUTH'S CONTENTION THAT IT**
2 **HAS FULFILLED ITS DUTY UNDER SUBSECTION 2.1.3.1 BY GIVING**
3 **MCIMETRO ACCESS TO THE RSAG VIA LENS?**

4 A. BellSouth misreads the Agreement. Subsection 2.1.3.1 refers to a one-time
5 occurrence -- provision of the SAG data or its equivalent -- that was supposed to
6 have taken place within thirty days after the Agreement's effective date, followed by
7 the provision of updates as revisions were made by BellSouth. Provision of online
8 access to the RSAG is covered in Attachment VIII, Subsection 2.3.2.5, which
9 provides: "At MCI's option, BellSouth will provide MCI the capability to
10 validate addresses by access to BellSouth's Regional Street Address Guide (RSAG)
11 via dial-up or LAN to WAN access. Implementation time frames will be negotiated
12 between the parties." The existence of this provision covering online access
13 demonstrates that the parties intended it to confer rights distinct from and in
14 addition to the right to an electronic download provided in Subsection 2.1.3.1.

15
16 **Q. HAS BELLSOUTH PROVIDED MCIMETRO A DOWNLOAD OF THE**
17 **SAG DATA?**

18 A. No. MCI's requests for a download of the RSAG and BellSouth's refusals to
19 provide it are discussed in the testimony of Bryan Green.

20
21 **Q. DOES ANY OTHER PART OF THE AGREEMENT DEMONSTRATE**
22 **THAT THE PARTIES INTENDED THAT BELLSOUTH WOULD**
23 **PROVIDE A DOWNLOAD OF THE SAG DATA?**

1 A. Yes. The chart attached to Attachment VIII of the Agreement notes that BellSouth
2 was to provide all SAG information on a “One-time only” basis and that changes
3 were to be provided on the “same day as changes occur.” Attachment VIII, p. 93.
4 (The chart also notes that the long-term solution to the SAG issue was provision of
5 the SAG data via an electronic interface. This long-term solution refers to
6 electronic bonding, which would provide a safety valve in cases where MCImetro
7 was unable to validate an address internally.) Thus, it is clear that BellSouth was
8 required to provide a one-time download of the SAG data as provided in subsection
9 2.1.3.1 of Attachment VIII.

10

11 ***COUNT THREE: FAILURE TO PROVIDE PARITY IN DUE DATE INTERVALS***

12 **Q. WHAT DUTIES DOES BELLSOUTH HAVE TO MCIMETRO UNDER**
13 **THE AGREEMENT WITH RESPECT TO INSTALLATION DUE DATES?**

14 A. Determination of installation due dates is a pre-ordering function and thus BellSouth
15 must provide MCImetro the same capability to determine due dates as BellSouth
16 provides for itself. Agreement, Part A, §§ 13.1, 13.3, 13.8; Agreement, Attachment
17 VIII, §§ 2.1.2, 2.3.1.3. In addition, Attachment VIII, Subsection 2.2.4.3 provides:
18 “BellSouth shall supply MCIIm with due date intervals to be used by MCIIm
19 personnel to determine service installation dates.”

20

21 **Q. HAS BELLSOUTH COMPLIED WITH THESE PROVISIONS?**

22 A. No. The failure of BellSouth to do so is discussed in the testimony of Bryan Green.

23

24 ***COUNT FOUR: FAILURE TO PROVIDE PARITY IN ACCESS TO TELEPHONE***

25 ***NUMBERS AND TELEPHONE NUMBER INFORMATION***

1 **Q. WHAT DUTIES DOES BELL SOUTH HAVE TO MCIMETRO UNDER**
2 **THE AGREEMENT WITH RESPECT TO CUSTOMER SERVICE**
3 **RECORDS?**

4 A. BellSouth has responsibility for assigning telephone numbers to MCImetro upon
5 request. Agreement, Attachment VIII, § 2.1.8. Further, BellSouth must provide
6 nondiscriminatory access to the telephone number assignment function; provide the
7 same capabilities with respect to telephone number assignment as it provides to itself
8 at the same or higher a level of quality; and provide telephone number assignment to
9 MCImetro at least as expeditiously as for itself and others, in a competitively neutral
10 fashion. Agreement, Part A, §§ 13.1, 13.3, 13.8, Attachment VIII, §§ 2.1.2,
11 2.3.1.3.

12

13 **Q. HAS BELL SOUTH COMPLIED WITH THESE PROVISIONS?**

14 A. No. The failure of BellSouth to do so is discussed in the testimony of Bryan Green.

15

16 ***COUNT FIVE: FAILURE TO PROVIDE PARITY IN ACCESS TO USOC***

17 ***INFORMATION***

18 **Q. WHAT DUTIES DOES BELL SOUTH HAVE TO MCIMETRO UNDER**
19 **THE AGREEMENT WITH RESPECT TO USOC INFORMATION?**

20 A. BellSouth must provide nondiscriminatory access to this information; provide the
21 same capabilities with respect to obtaining this information as it provides to itself at
22 the same or higher a level of quality; and provide this information to MCImetro at
23 least as expeditiously as for itself and others, in a competitively neutral fashion.
24 Agreement, Part A, §§ 13.1, 13.3, 13.8, Attachment VIII, §§ 2.1.2, 2.3.1.3.

25

1 **Q. HAS BELLSOUTH COMPLIED WITH THESE PROVISIONS?**

2 A. No. The failure of BellSouth to do so is discussed in the testimony of Bryan Green.

3

4 ***COUNT SIX: FAILURE TO PROVIDE CUSTOMER SERVICE RECORD***

5 ***INFORMATION***

6 **Q. WHAT DUTIES DOES BELLSOUTH HAVE TO MCIMETRO UNDER**

7 **THE AGREEMENT WITH RESPECT TO CUSTOMER SERVICE**

8 **RECORD INFORMATION?**

9 A. Under the Agreement, BellSouth is required to "provide MCIm with customer
10 service records, including without limitation Customer Proprietary Network
11 Information (CPNI), except such information as BellSouth is not authorized to
12 release either by the customer or pursuant to applicable law, rule or regulation."
13 Agreement, Attachment VIII, § 2.3.2.3. Subject to these limitations, BellSouth
14 must provide nondiscriminatory access to this information; provide the same
15 capabilities with respect to obtaining this information as it provides to itself at the
16 same or higher a level of quality; and provide this information to MCImetro at least
17 as expeditiously as for itself and others, in a competitively neutral fashion.
18 Agreement, Part A, §§ 13.1, 13.3, 13.8, Attachment VIII, §§ 2.1.2, 2.3.1.3.

19

20 **Q. HAS BELLSOUTH COMPLIED WITH THESE PROVISIONS?**

21 A. No. The failure of BellSouth to do so is discussed in the testimony of Bryan Green.

22

23 **OSS: ORDERING AND PROVISIONING CLAIMS**

24 ***COUNT SEVEN: FAILURE TO PROVIDE PARITY IN SERVICE JEOPARDY***

25 ***NOTIFICATION***

1 **Q. WHAT DUTIES DOES BELLSOUTH HAVE WITH RESPECT TO**
2 **SERVICE JEOPARDY NOTIFICATION?**

3 A. Attachment VIII, Subsection 2.2.9.1 of the Agreement provides: "BellSouth shall
4 provide to MCIIm notification of any jeopardy situations prior to the Committed Due
5 Date, missed appointments and any other delay or problem in completing work
6 specified on MCIIm's service order as detailed on the FOC." Under the parity
7 provisions of the Agreement, BellSouth must provide jeopardy notification
8 equivalent to what it provides itself for its internal orders. Agreement, Part A, §§
9 13.1, 13.3, 13.8; Agreement, Attachment VIII, §§ 2.1.2, 2.3.1.3.

10

11 **Q. HAS BELLSOUTH COMPLIED WITH THESE PROVISIONS?**

12 A. No. The failure of BellSouth to do so is discussed in the testimony of Bryan Green.

13

14 ***COUNT EIGHT: FAILURE TO PROVIDE FOCs IN COMPLIANCE WITH THE***
15 ***INTERCONNECTION AGREEMENT***

16 **Q. GENERALLY, WHAT PERFORMANCE STANDARD DOES THE**
17 **AGREEMENT REQUIRE WITH RESPECT TO FIRM ORDER**
18 **CONFIRMATIONS?**

19 A. For electronic orders, firm order confirmations (FOCs) must be provided within 4
20 hours 99% of the time. For manual orders, FOCs must be provided within 24
21 hours 99% of the time. Agreement, Attachment VIII, § 2.5.3.1.

22

23 **Q. DOES THIS OBLIGATION APPLY TO ORDERS FOR OFF-NET T1S**
24 **ORDERED VIA ACCESS SERVICE REQUEST WHEN THE OFF-NET**
25 **T1S ARE PROVISIONED FOR LOCAL SERVICE?**

1 A. Yes. In Part B of the Agreement, access service request (ASR) is defined as “the
2 industry standard forms and supporting documentation used for ordering Access
3 Services.” After that definition, the Agreement specifies that “[t]he ASR may be
4 used to order trunking and facilities between MCIIm and ILEC for Local
5 Interconnection.” The performance standards in the Interconnection Agreement
6 thus apply to the provisioning of off-net T1s ordered via ASRs for local service.
7

8 **Q. HAS BELLSOUTH COMPLIED WITH THE PERFORMANCE
9 STANDARDS FOR FOCS?**

10 A. No. The failure of BellSouth to do so is discussed in the testimony of Bryan Green.
11

12 **OTHER CLAIMS**

13 ***COUNT NINE: FAILURE TO PROVIDE NETWORK BLOCKAGE***

14 ***MEASUREMENTS***

15 **Q. WHAT DUTIES DOES BELLSOUTH HAVE WITH RESPECT TO
16 NETWORK BLOCKAGE MEASUREMENTS?**

17 A. The Agreement provides that interconnection “will be provided in a competitively
18 neutral fashion . . . and be at least equal in quality to the level provided by BellSouth
19 to itself or its Affiliates.” Agreement, Part A, § 13.2. To comply with this
20 provision, BellSouth must provide adequate network blockage data so that
21 MCImetro can determine whether parity is being provided and so that MCImetro
22 can properly engineer its network.
23

24 **Q. HAS THE COMMISSION ADDRESSED THE ISSUE OF NETWORK
25 BLOCKAGE DATA?**

1 A. Yes. In the order issued by the Commission in the Section 271 proceedings held in
2 Docket No. 960786-TL (271 Order), the Commission required BellSouth to
3 “provide ALECs with more frequent and better data on their traffic over BellSouth’s
4 network”; “to demonstrate that any blockages experienced by ALECs are not
5 excessive in comparison to the blockages experienced by BellSouth”; to work
6 together with ALECs to improve intercompany communications; and to “provide
7 data sufficient to show that blockage levels are comparable between BellSouth and
8 ALEC traffic.” 271 Order, p. 59.

9
10 **Q. HAS MCI REQUESTED SUCH INFORMATION FROM BELLSOUTH?**

11 A. Yes. In the December 24 letter, MCImetro requested BellSouth to provide for the
12 most recent three month period (i) blockage data on all common trunk groups
13 utilized for ALEC traffic that experienced blockage; (ii) blockage data on all of
14 MCI’s interconnection trunk groups from BellSouth’s end offices and tandems to
15 MCI’s points of termination that experienced blockage; (iii) blockage data on all
16 ALEC interconnection trunk groups from BellSouth’s end offices and tandems to
17 ALEC points of termination that experienced blockage; and (iv) similar blockage
18 data on all trunks carrying BellSouth local traffic. MCImetro further requested
19 BellSouth to provide the same information on a month-to-month basis going
20 forward.

21
22 **Q. HOW DID BELLSOUTH RESPOND?**

23 A. In the February 11 letter, BellSouth states that it is preparing to make available
24 certain performance measurement data by March 1998. The only reports on
25 blockage data are the CLEC Trunk Group Service Report, BellSouth CTTG

1 Blocking Report, Local Network Trunk Group Service Report and BellSouth
2 Local Network Blocking Report. These reports fall far short of providing the
3 information requested by MCImetro and that is needed to gauge trunk group
4 blockage.

5
6 **Q. WHAT RELIEF DOES MCIMETRO SEEK IN THIS ACTION?**

7 A. MCImetro requests that BellSouth be required to provide the information that
8 MCImetro requested in its December 24 letter.

9
10 ***COUNT TEN: FAILURE TO PROVIDE INFORMATION ON LOCAL TANDEM***
11 ***INTERCONNECTION***

12 **Q. WHAT ARE LOCAL TANDEMS?**

13 A. Local tandems are tandems in BellSouth's network that interconnect end offices but
14 do not provide access for long-distance traffic.

15
16 **Q. WHAT DUTIES DOES BELL SOUTH HAVE WITH RESPECT TO LOCAL**
17 **TANDEM INTERCONNECTION?**

18 A. Under the Agreement, BellSouth is required to provide interconnection to
19 MCImetro that is at least equal in quality to what BellSouth provides to itself, in a
20 competitively neutral fashion. 47 U.S.C. § 251(c); Agreement, Part A, § 13.2.
21 BellSouth therefore is required to provide interconnection to MCImetro at
22 BellSouth's local tandems.

23
24 **Q. HAS MCIMETRO SOUGHT INFORMATION CONCERNING**
25 **INTERCONNECTION TO BELL SOUTH'S LOCAL TANDEMS?**

1 A. Yes. In its December 24 letter, MCImetro requested BellSouth to confirm that
2 MCImetro would be permitted to interconnect at BellSouth local tandems and to
3 provide all information necessary to do so. MCImetro further requested BellSouth
4 to confirm that, once MCImetro is interconnected at the BellSouth local tandem,
5 MCImetro's traffic will travel on the same trunk groups as BellSouth's local traffic
6 and that all existing independent telephone company local and EAS traffic routes
7 served by the local tandem will be identified and made available to MCImetro traffic.

8

9 **Q. HOW DID BELLSOUTH RESPOND?**

10 A. In the February 11 letter, BellSouth confirmed that MCImetro may interconnect at
11 local tandems, but refused to provide the information necessary to do so and to
12 confirm that MCImetro's traffic will travel on the same trunk groups as BellSouth's
13 local traffic and that all existing independent telephone company local and EAS
14 traffic routes served by the local tandem will be identified and made available to
15 MCImetro traffic.

16

17 **Q. WHAT RELIEF DOES MCIMETRO SEEK IN THIS ACTION WITH**
18 **RESPECT TO LOCAL TANDEM INTERCONNECTION?**

19 A. MCImetro requests that BellSouth be required to provide the information necessary
20 for MCImetro to interconnect at BellSouth's local tandems; to route MCImetro's
21 traffic on the same trunk groups as BellSouth's local traffic; and to identify and
22 make available to MCImetro traffic all existing independent telephone company
23 local and EAS traffic routes served by BellSouth local tandems.

24

25 ***COUNT ELEVEN: FAILURE TO PROVIDE FLAT-RATE USAGE DATA***

1 **Q. WHAT IS RECORDED USAGE DATA?**

2 A. Telephone switches can and do record information about local and long distance
3 calls, such as when each call is made and its duration. Such information is used for
4 billing purposes and also can be used in creating new products based on what the
5 information reveals about calling patterns. The Agreement defines Recorded Usage
6 Data to include a number of categories of information, including information
7 concerning completed calls. Agreement, Attachment VIII, § 4.1.1.3.

8

9 **Q. WHY DOES MCIMETRO WANT FLAT-RATE USAGE DATA?**

10 A. Obtaining Recorded Usage Data on completed flat service local calls will allow
11 MCImetro to evaluate new local service products involving measured service rates
12 that could provide cost savings to customers who limit their telephone usage and
13 currently are being charged flat rates. MCImetro cannot assess these alternative
14 service offerings without learning about all of its customers' usage patterns.

15

16 **Q. WHAT DUTY DOES BELL SOUTH HAVE TO PROVIDE MCIMETRO**
17 **WITH RECORDED USAGE DATA?**

18 A. The Agreement requires BellSouth to provide MCImetro with Recorded Usage
19 Data in accordance with the provisions of Section 4 of Attachment VIII.
20 Agreement, Attachment VIII, § 4.1.1.2. In the following subsection, the Agreement
21 provides: "BellSouth shall provide MCIIm with copies of detail usage on MCIIm
22 accounts." Agreement, Attachment VIII, § 4.1.1.3. The Agreement further
23 provides that "BellSouth shall provide to MCIIm Recorded Usage Data for MCIIm
24 subscribers." Agreement, Attachment VIII, § 4.1.1.5.

25

1 **Q. WHAT DUTY DOES BELLSOUTH HAVE TO PROVIDE MCIMETRO**
2 **WITH RECORDED USAGE DATA FOR COMPLETED, FLAT-RATE**
3 **LOCAL CALLS?**

4 A. Subsection 4.1.1.3 does not place any limitation on the term "Completed Calls," so
5 it includes all completed calls, whether local, intraLATA or long distance.
6 Considering that an important objective of the Agreement was to interconnect
7 MCImetro's and BellSouth's local networks, the parties could not have intended
8 (and, based on my involvement, did not intend) that local, flat-rate calls be excluded
9 from Recorded Usage Data. BellSouth thus is required to provide flat-rate usage
10 data when MCImetro requests it.

11
12 **Q. HAS MCIMETRO REQUESTED BELLSOUTH TO PROVIDE FLAT-RATE**
13 **USAGE DATA?**

14 A. Yes, we have been requesting it for some time. By letter dated May 13, 1997,
15 BellSouth acknowledged that MCImetro had made several requests for this data,
16 and BellSouth refused to provide it on the ground that BellSouth did not "extract
17 call detail for flat rate service for its own use at this time." BellSouth suggested that
18 MCImetro submit a BFR if it wished to obtain flat-rate usage data. A copy of this
19 letter is attached as Exhibit ___ (RM-10). MCImetro again requested flat-rate
20 usage data by letter dated August 18, 1997, noting that under the Agreement
21 MCImetro is entitled to obtain such data and that a BFR is not necessary. A copy
22 of this letter is attached as Exhibit ___ (RM-11). By letter dated August 22, 1997,
23 BellSouth again rejected MCImetro's request. A copy of the August 22 letter is
24 attached as Exhibit ___ (RM-12).

25

1 **Q. WHAT RELIEF DOES MCIMETRO SEEK IN THIS ACTION WITH**
2 **RESPECT TO FLAT-RATE USAGE DATA?**

3 A. MCImetro is requesting that BellSouth be required to provide flat-rate usage data
4 upon request by MCImetro.
5

6 ***COUNT TWELVE: FAILURE TO PROVIDE ACCESS TO DIRECTORY LISTING***
7 ***INFORMATION***

8 **Q. WHY DOES MCIMETRO NEED ACCESS TO DIRECTORY LISTING**
9 **INFORMATION?**

10 A. MCImetro must have directory listing information in order to provide its own
11 directory assistance service. To be able to compete, MCImetro must obtain listings
12 not only for BellSouth's customers, but also for the customers of other alternative
13 local exchange carriers (ALECs).
14

15 **Q. WHAT DUTY DOES BELLSOUTH HAVE TO PROVIDE DIRECTORY**
16 **LISTING INFORMATION IT HAS FOR THE CUSTOMERS OF OTHER**
17 **ALECS?**

18 A. Attachment VIII, Subsection 6.1.6.1 of the Agreement provides: "BellSouth shall
19 provide to MCI, to the extent authorized, the residential, business and government
20 subscriber records used by BellSouth to create and maintain its Directory Assistance
21 Data Base, in a non-discriminatory manner."
22

23 **Q. HAS MCIMETRO NOTIFIED BELLSOUTH THAT IT WANTS TO**
24 **OBTAIN DIRECTORY LISTINGS FOR OTHER ALECS?**

25 A. Yes, MCImetro raised this issue in the December 24 letter, but in its February 11

1 letter BellSouth continues to refuse to provide listings for all ALECs them on the
2 ground that its contracts with certain ALECs prevent BellSouth from disclosing the
3 listings to third parties.

4

5 **Q. IS BELL SOUTH CORRECT THAT IT LACKS THE AUTHORITY TO**
6 **DISCLOSE THE DIRECTORY LISTINGS OF INDEPENDENT**
7 **TELEPHONE COMPANIES?**

8 A. No. The authority to provide directory listings of independent telephone companies
9 is provided by the Telecommunications Act of 1996, which states that local
10 exchange carriers have the duty to provide nondiscriminatory access to directory
11 listing. 47 U.S.C. § 251(b)(3).

12

13 **Q. WHAT RELIEF DOES MCIMETRO SEEK IN THIS ACTION WITH**
14 **RESPECT TO DIRECTORY LISTING INFORMATION?**

15 A. MCI metro is requesting that BellSouth be required to provide directory listing
16 information for the customers of all ALECs to MCI metro.

17

18 ***COUNT FOURTEEN: DISCRIMINATORY USE OF SOFT DIAL TONE SERVICE***

19 **Q. WHAT IS SOFT DIAL TONE SERVICE?**

20 A. Soft dial tone service permits a customer whose telephone line has been
21 disconnected to call 911. BellSouth's soft dial tone service is called QuickService.

22

23 **Q. FROM THE CUSTOMER'S STANDPOINT, HOW DOES QUICKSERVICE**
24 **WORK?**

25 A. The customer who has a disconnected line still has access to 911 service, but if any

1 other three digits are dialed, a recording is played, stating: "You can only dial '911'
2 from this line. To reach BellSouth or another Local Service Provider, you must call
3 from another location."

4

5 **Q. DOES THE AGREEMENT SPEAK TO THE PROVISION OF SOFT DIAL**
6 **TONE SERVICE?**

7 A. Yes. Attachment III, Subsection 7.2.1.11.4 of the Agreement provides: "Where
8 BellSouth provides soft dial tone, it shall do so on a competitively-neutral basis."

9

10 **Q. DOES QUICKSERVICE COMPLY WITH THE AGREEMENT?**

11 A. No. The message is not competitively neutral because it refers to BellSouth and
12 only to BellSouth by name.

13

14 **Q. HAS MCIMETRO ATTEMPTED TO RESOLVE THIS ISSUE WITH**
15 **BELLSOUTH?**

16 A. Yes, MCImetro raised this issue in its December 24 letter, but BellSouth in its
17 February 11 letter refused to change its position.

18

19 **Q. WHAT RELIEF DOES MCIMETRO SEEK IN THIS ACTION WITH**
20 **RESPECT TO THE SOFT DIAL TONE ISSUE?**

21 A. MCImetro is requesting that BellSouth be required to provide a soft-dial message
22 along the following lines: "This telephone only may be used for emergency access
23 to 911. To order service for this line, please call one of the local service providers
24 in your area." Such a message would convey the necessary information without
25 providing a competitive advantage to any local service provider.

1 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

2 **A. Yes, it does at this time.**

3

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Exhibit _____ (RM-1)
MCI: Martinez
Docket 980281-TP

MCI/BST INTERCONNECTION AGREEMENT
effective June 19, 1997

(too voluminous to copy)

Exhibit _____ (RM-2)
MCI: Ron Martinez
Docket 980281-TP

**EXCERPTS FROM MCImetro/BST INTERCONNECTION AGREEMENT
effective June 19, 1997**

MCImetro-BellSouth Florida Interconnection Agreement

MCImetro/BellSouth INTERCONNECTION AGREEMENT

This Interconnection Agreement (the "Agreement"), effective [insert date], 199__ (the "Effective Date"), is entered into by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Florida corporation, and MCImetro Access Transmission Services, Inc. ("MCI"), a Delaware corporation, and to establish the rates, terms and conditions for interconnection, local resale, ancillary services and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls ("Interconnection"); and

WHEREAS, MCI wishes to purchase Telecommunications Services for resale to others ("Local Resale" or "Services for Resale"), and BellSouth is willing to provide such service pursuant to the terms and conditions of this Agreement; and

WHEREAS, MCI wishes to purchase on an unbundled basis Network Elements, and BellSouth is willing to provide such services; and

WHEREAS, MCI wishes to purchase ancillary services such as access to poles, ducts conduits and rights of way and collocation of equipment at BellSouth's facilities on the terms and subject to the conditions of this Agreement; and

WHEREAS, the parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), the applicable Rules and Regulations of the Federal Communications Commission ("FCC") in effect, and the orders, rules and regulations of the state regulatory body.

Now, therefore, in consideration of the terms and conditions contained herein, BellSouth and MCI hereby mutually agree as follows:

Section 13. Continuing Obligations

13.1 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.

13.2 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.

13.3 BellSouth agrees that it will provide to MCI 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.

13.4 BellSouth agrees that it will provide to MCI nondiscriminatory access to, poles, ducts, conduits, and rights of way owned or controlled by BellSouth in accordance with the requirements of Section 224 of the Act.

13.5 BellSouth Agrees that it will provide nondiscriminatory access to telephone numbers for as long as BellSouth remains the code administrator for the North American Numbering Plan.

13.6 BellSouth agrees that it will provide to MCI, in a competitively neutral fashion, interim number portability as set forth herein and in accordance with the applicable rules, regulations and orders of the FCC and this Commission, including the First Report and Order, released July 2, 1996 in CC Docket No. 95-116, regarding Telephone Number Portability, in effect.

13.7 BellSouth agrees that it will provide to MCI, in a competitively neutral fashion, dialing parity for local exchange service and interexchange service pursuant to the applicable rules, regulations and orders of the state regulatory body and the FCC in effect.

13.8 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 MCI in a competitively neutral fashion.

PART B -- DEFINITIONS

"911 SITE ADMINISTRATOR" is a person assigned by MCI to establish and maintain E911 service location information for its subscribers.

"911 SERVICE" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"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 MCI and ILEC for Local Interconnection.

"ACCESS SERVICES" refers to interstate and intrastate switched access and private line transport services.

"ACT" means the Communications Act of 1934 as amended.

"AIN" (ADVANCED INTELLIGENT NETWORK) is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

"AFFILIATE" is a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For the purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"ALI" (AUTOMATIC LOCATION IDENTIFICATION) is a proprietary database developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address. The Alternative Local Exchange Company will provide ALI record information in National Emergency Number Association (NENA) Version #2 format. The ALI also shows an Interim Number Portability (INP) number if applicable.

MCImetro-BellSouth Florida Interconnection Agreement

feature functionality, unless expressly agreed otherwise by MCIm.

7.2.1.5 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a schedule designated by MCIm.

7.2.1.6 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact MCIm's use of unbundled Local Switching.

7.2.1.7 BellSouth shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control (e.g. choke trunk groups), and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or BellSouth.

7.2.1.8 BellSouth shall perform manual call trace as designated by MCIm and permit subscriber originated call trace.

7.2.1.9 BellSouth shall record all billable events, involving usage of the element, and send the appropriate recording data to MCIm as outlined in Attachment VIII.

7.2.1.10 For Local Switching used as 911 Tandems, BellSouth shall allow interconnection from MCIm local switching elements and BellSouth shall route the calls to the appropriate Public Safety Access Point (PSAP).

7.2.1.11 Where BellSouth provides the following special services, it shall provide to MCIm:

7.2.1.11.1 Essential Service Lines;

7.2.1.11.2 Telephone Service Prioritization;

7.2.1.11.3 Related services for handicapped;

7.2.1.11.4 Soft dial tone where required by law. Where BellSouth provides soft dial tone, it shall do so on a competitively-neutral basis.

4

For resale purposes, BellSouth shall provide real time electronic interfaces ("EI") for transferring and receiving Service Orders and Provisioning data and materials (e.g., access to Street Address Guide ("SAG") and Telephone Number Assignment database). These interfaces shall be administered through a gateway that will serve as a point of contact for the transmission of such data from MCI to BellSouth, and from BellSouth to MCI. The implementation of such data transfer system shall be negotiated in good faith by the parties and be specified in a written agreement between MCI and BellSouth that will be completed expeditiously after the Effective Date of this Agreement. MCI and BellSouth agree to use best efforts to provide the Electronic Communications gateway described above as soon as practicable, but in no event later than April 1, 1997. In addition, (i) BellSouth agrees to use its best efforts to carry out its responsibilities under this Section, and (ii) MCI agrees to use its best efforts to carry out its responsibilities under this Section interfaces. BellSouth warrants that interim solutions shall provide MCI Customers with the same level of service available to BellSouth customers.

2.1.2 Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC)

BellSouth shall provide MCI, twenty-four (24) hours a day, seven (7) days a week, with the capability of ordering via an electronic interface, except for scheduled electronic interface downtime and mutually agreed in advance electronic interface downtime. Provisioning shall be available during normal business hours. Downtime shall not be scheduled during normal business hours and shall occur during time where systems experience minimal usage. BellSouth shall provide a Single Point of Contact (SPOC) for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of BellSouth's unbundled Elements, Combinations and Resale. BellSouth's SPOC shall provide to MCI a toll-free nationwide telephone number (operational from 8:30 a.m. to 5:00 p.m., Monday through Friday, within each respective continental US time zone) which will be answered by capable staff trained to answer questions and resolve problems in connection with the ordering and provisioning of Elements or Combinations and resale services.

2.1.3 Street Address Guide (SAG)

2.1.3.1 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.

2.1.4 CLASS and Custom Features

2.1.4.1 For purchase of unbundled network elements, MCIm may order the entire set of CLASS and Custom features and functions, or, where Technically Feasible, a subset of any one or any combination of such features. For resale purposes, BellSouth shall provide MCIm with a list of features and functions available on an end office by end office basis.

2.1.5 Subscriber Payment History

2.1.5.1 To the extent each party has such information, MCIm and BellSouth agree to make available to each other such of the following subscriber information as the subscriber authorizes BellSouth or MCIm to release:

2.1.5.1.1 Applicant's name;

2.1.5.1.2 Applicant's address;

2.1.5.1.3 Applicant's previous phone number, if any;

2.1.5.1.4 Amount, if any, of unpaid balance in applicant's name;

2.1.5.1.5 Whether applicant is delinquent on payments;

2.1.5.1.6 Length of service with prior local or intraLATA toll provider;

2.1.5.1.7 Whether applicant had local or intraLATA toll service terminated or suspended within the last six months with an explanation of the reason therefor; and,

to BellSouth. MCI shall provide any updates to the contact number list in writing to BellSouth.

2.1.7 Notification to Long Distance Carrier

2.1.7.1 BellSouth agrees to notify MCI using OBF-approved CARE transactions, whenever an MCI subscriber who is provided local service through services for resale or unbundled Network Elements changes MCI PIC status.

2.1.7.2 BellSouth shall support and implement new Transaction Code Status Indicators (TCSIs) defined by OBF in support of local resale to enable MCI to provide seamless subscriber service.

2.1.7.2.1 BellSouth shall implement TCSIs used in conjunction with the new Local Service Provider (LSP) Identification Code, where applicable, for handling Account Maintenance, Subscriber Service, and Trouble Administration issues. These TCSIs include 4001/02/05, 4201-4205, 4301, 2033, 2233, 3147, 3148, 3149, and others as OBF may define.

2.1.7.2.2 In addition, BellSouth shall implement TCSIs used in conjunction with the new Ported Telephone Number field to link "shadow" and ported telephone numbers in support of Interim Number Portability. These TCSIs may include 2231, 3150, 3151, and others as OBF may define.

2.1.7.3 Where available, BellSouth shall provide to MCI the Local Service Provider ID (LSP) on purchased lists of MCI PIC'd and non-PIC'd subscribers.

2.1.7.4 Where available, BellSouth shall provide the Ported Telephone Number (PTN) on purchased CARE lists of MCI PIC'd and non-MCI PIC'd subscribers.

2.1.7.5 Upon written notice from MCI, BellSouth shall process IXC PIC changes for MCI subscribers.

2.1.8 Number Administration/Number Reservations

2.1.8.1 Until Number Administration functions are assumed by a neutral third party in accordance with FCC Rules and

Regulations, BellSouth shall assign NXXs to MCI on a non-discriminatory basis in accordance with national guidelines. BellSouth shall provide the same range of number choices allowing the assignment of numbers while the subscriber is on the phone to MCI, including choice of exchange number, as BellSouth provides its own subscribers. Reservation and aging of numbers shall remain BellSouth's responsibility.

2.1.8.2 Where MCI has not obtained its own NXX, BellSouth shall reserve up to 100 telephone numbers, per MCI request, per NPA-NXX (where available), for large business subscribers in the same manner as for BellSouth's own large business subscribers. BellSouth shall provide additional numbers at MCI's request as subscriber demand requires. Telephone numbers reserved in this manner may be released for other than MCI use only in the same manner that BellSouth would release numbers reserved for its own subscribers. .

2.1.8.3 Where MCI has obtained its own NXX, but has purchased BellSouth services for resale or Network Elements, BellSouth agrees to install the MCI NXX in BellSouth's switch according to the local calling area defined by BellSouth and perform appropriate number administration functions. Where MCI provides its own switching and obtains its own NXX code, BellSouth agrees to install the routing in its switches according to the local calling area defined by MCI.

2.1.8.4 BellSouth shall accept MCI orders with assigned vanity numbers and blocks of numbers assigned for use with complex services including, but not limited to, DID, MULTISERV, and Hunting arrangements. Vanity numbers and numbers for use with complex services, DID and Hunting arrangements will be assigned by the LCSC on a case-by-case basis to meet the needs for specific service order activity.

2.1.8.5 Until the Electronic Interface exists for simple services number reservations, BellSouth shall use its best efforts to provide confirmation of a number reservation within twenty-four (24) hours of receiving a completed MCI's request. For reservations associated with complex services see 2.1.8.4.

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 MCIm 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 MCIm will 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 MCIm 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 unbranded intercept treatment and transfer of service announcements to MCIm's subscribers on the same interval and basis as BellSouth provides to its own subscribers for resale and when BellSouth is providing the unbundled switch for MCIm. When MCIm supplies its own unbundled switch, MCIm will determine the service announcement interval.

2.2.4 Desired Due Date (DDD)

2.2.4.1 MCIm 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 MCIm 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 MCIIm with due date intervals to be used by MCIIm personnel to determine service installation dates.

2.2.4.4 Subsequent to an initial order submission, MCIIm may require a new/revised due date that is earlier than the original due date requested. BellSouth will make best effort to meet MCIIm'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 MCIIm.

2.2.5 Subscriber Premises Inspections and Installations -

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

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

BellSouth technician should notify MCIm in the presence of the MCIm Customer so that MCIm 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 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.

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 MCIm.

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

2.2.10.2 Systems and Process Testing

2.2.10.2.1 LEC shall cooperate with MCIm 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 MCIm'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

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

2.3.0 BellSouth shall provide real-time and interactive access via electronic interfaces as detailed in this Agreement to perform pre-service ordering, service trouble reporting, service order processing and provisioning, customer usage data transfer and local account maintenance. If any of the processes require additional capabilities, BellSouth shall develop the additional capabilities by January 1, 1997. If BellSouth cannot meet that deadline, BellSouth shall file a report with the Commission that outlines why it cannot meet the deadline, the date by which such system will be implemented, and a description of the system or process which will be used in the interim. BellSouth and MCI shall also establish a joint implementation team to assure the implementation of the real-time and interactive interfaces. These electronic interfaces shall conform to industry standards where such standards exist or are developed.

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 shall further agree 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 shall 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.

2.3.1.4 Interim interfaces or processes may be modified, if so agreed by MCI and BellSouth, during the interim period.

2.3.1.5 Until the electronic interface is available, BellSouth agrees that the Local Carrier Service Center (LCSC) or similar function will accept MCI orders. Orders will be transmitted to the LCSC via an interface or method agreed upon by MCI and BellSouth.

2.3.1.6 BellSouth shall provide to MCI a list of all CLASS and Custom features and functions within ten (10) days of the Effective Date of this Agreement and shall provide updates to such list at the time new features and functions become available.

2.3.2 Ordering and Provisioning for Resale Services

2.3.2.1 BellSouth shall make available to MCI a list of all intraLATA and interLATA carriers available for subscriber selection on a central office level.

2.3.2.2 *Left blank intentionally.*

2.3.2.3 BellSouth shall provide MCI 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.

2.3.2.3.1 BellSouth shall provide to MCI, on a restricted basis which will appropriately safeguard subscribers' privacy, a real-time, electronic interface to BellSouth's subscriber information systems which

will allow MCI to obtain the subscriber profile information, including listed name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber's account(s). The Parties shall mutually agree on restrictions that will appropriately safeguard subscribers' privacy.

2.3.2.3.1.1 Until access to CSRs is available via a real-time, electronic interface, BellSouth shall provide CSRs via a three-way call to a BellSouth service center or will fax a copy of the customer's record to MCI with the customer's permission. BellSouth will also make available to MCI the "switch-as-is" process. BellSouth will also provide information on an existing account in conjunction with issuing an LSR to convert the subscriber's service to MCI.

2.3.2.3.1.2 BellSouth shall provide MCI with CSR information, which may include CPNI, for preordering and ordering purposes, to the extent that BellSouth provides such information to other carriers, and upon the same terms and conditions that BellSouth uses for providing the same information to other carriers.

2.3.2.3.1.3 BellSouth shall not require MCI to obtain prior written authorization from each customer before allowing access to the customer service records (CSRs). MCI shall issue a blanket letter of authorization to BellSouth which states that it will obtain the customer's permission before accessing CSRs. Further BellSouth shall develop a real-time operational interface to deliver CSRs to MCI, and the interface shall only provide the customer information necessary for MCI to provide telecommunications service.

2.3.2.4 BellSouth shall provide to MCI access to a list of all Telecommunications Services features and functions, including new services, trial offers, and promotions. At MCI's option, BellSouth will provide MCI access to

BellSouth's Products and Services Inventory Management System (P/SIMS) data via Network Data Mover file transfer. BellSouth shall update this data at least once a week from BellSouth's P/SIMS database. The data shall be available at all times and MCIIm may retrieve the data at any time on a mutually agreed upon schedule which will allow MCIIm to download the file once it is updated by BellSouth

2.3.2.5 At MCIIm's option, BellSouth will provide MCIIm 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.

2.3.2.6. BellSouth will provide MCIIm on-line access to telephone number reservations by April 1, 1997. Until on-line access is available via electronic interface, BellSouth agrees to provide MCIIm with a ready supply of telephone numbers as described in Section 2.1.8.2.

2.3.2.7 At MCIIm's option , BellSouth will provide MCIIm the capability to reserve telephone numbers electronically. Up to 100 telephone numbers per CLLI/Terminating Traffic Area may be reserved at MCIIm's request, for MCIIm's sole use. BellSouth will provide additional numbers manually at MCIIm's request in order that MCIIm will have sufficient numbers available to meet expected needs. In situations where there are limited numbers available, BellSouth may limit the number of telephone numbers that can be reserved for a particular CLLI/TTA. The telephone number reservations made in this manner are valid for MCIIm's assignment for ninety (90) days from the reservation date. BellSouth will make the telephone number reservations available to MCIIm via diskette or via electronic file transfer. BellSouth agrees to implement an electronic interface to allow MCIIm to reserve telephone numbers via an on-line electronic interface no later than April 1, 1997.

2.3.2.8 BellSouth Local Carrier Service Center (LSCS) will assign vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID and Hunting arrangements, as requested by MCIIm, and documented in Work Center Interface agreements.

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changes to the measurements and the standard shall be required or, if process improvements shall be required.

2.5.3 Provisioning Performance Standards

2.5.3.1 Installation functions performed by BellSouth will meet the following performance standards:

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| Product or Service | Interval Standards |
|---|---|
| INSTALLATION | |
| Lines/trunks with no premises visit: | |
| <i>Business</i> | |
| 1-20 lines | 98% met within 3 business days |
| 21-40 lines | 98% met within 7 business days |
| 41-60 lines | 98% met within 12 business days |
| Over 60 lines | To be negotiated |
| <i>Residential</i> | 98% met within 24 hours of Service Order receipt by BellSouth |
| | |
| Lines/trunks with premises visit: | |
| <i>Business</i> | |
| 1-20 lines | 98% met within 5 business days |
| 21-40 lines | 98% met within 10 business days |
| 41-60 lines | 98% met within 14 business days |
| Over 60 lines | Individual case basis |
| <i>Residential</i> | 98% met within 72 hours of Service Order receipt by BellSouth |
| | |
| Business lines/trunks; plant or other facilities not available | Individual case basis |
| | |
| Centrex station lines | |
| 1-20 lines | 98% met within 5 business days |
| 21-50 lines | 98% met within 8 business days |
| Over 50 lines | Individual case basis |
| | |
| Unbundled network elements | |
| <i>Business or Residential</i> | 98% met within 2 days |
| | |
| Other unbundled elements | |

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| | |
|-----------------------------------|---|
| <i>Business or Residential</i> | 98% met within 5 days |
| FEATURE CHANGES | |
| Orders received before 12:00 p.m. | 99% completed on day of receipt |
| Orders received after 12:00 p.m. | 99% completed before 12:00 p.m. next Business Day |

| Product or Service | Interval |
|--|--|
| SERVICE DISCONNECTS | |
| With no premises visits | |
| <i>Business or Residential</i> | 98% met within within 4 hours after receipt of Service Order |
| With CO change or subscriber premises visit | |
| <i>Business or Residential</i> | 98% met within 24 hours after receipt of Service Order |
| Unbundled switching elements | |
| <i>Business or Residential</i> | 98% met within 4 hours |
| Other unbundled elements | |
| <i>Business or Residential</i> | 98% met within 24 hours |

Committed Due Date

Resale:

Residence: >99% met

Business: >99.5% met

UNE: > 98% met

Service Orders Provisioned Correctly as Requested

Resale:

Residence: >99% met

Business: > 99.5% met

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UNE: > 99% met

Missed Appointments

Residence: < 1%

Business: 0%

Firm Order Confirmation within:

Manual - within 24 hours 99% of the time

Electronic - within 4 hours 99% of the time

Notice of reject or error status within 1 hour
of receipt 98% of the time

No trouble reports within 30 days of installation -
99% of the time

Time to complete any Suspend/Block/Restore order
4 hours > 99% after receipt by BellSouth

For expedited due date confirmation, BellSouth shall confirm to MCI metro within two (2) Business Hours > 99% after BellSouth receipt of such request from MCI metro whether BellSouth can complete an initially-submitted order within the expedited interval requested by MCI metro. Confirmation may be provided by BellSouth via telephone call with follow up confirmation to be provided by BellSouth according to normal procedures and measurement intervals.

2.5.4 BellSouth shall implement the performance measurements indicated in section 2.5 within six (6) months of the Effective Date of this Agreement.

2.5.5 If MCI metro requests, in writing, a higher level of performance than BellSouth provides to its own subscribers, BellSouth shall inform MCI metro, in writing, of the amount MCI metro's desired performance level exceeds that which BellSouth provides to its subscribers as well as a reasonable estimate of what it would cost BellSouth to meet, measure, and report these standards. If MCI metro then communicates, in writing, to BellSouth that it desires such higher levels of performance, MCI metro shall pay BellSouth for the costs incurred in providing such higher level of service. Moreover, MCI metro shall pay all mechanisms necessary to capture and report data, required to measure, report or track any performance measurement that BellSouth does not, as of the Effective Date.

3.4.1.3 Completeness: There shall be no more than 20 omissions per one (1) million records.

3.4.2 If MCI_m requests, in writing, a higher level of performance than BellSouth provides to its own subscribers, BellSouth shall inform MCI_m, in writing, of the amount MCI_m's desired performance level exceeds that which BellSouth provides to its subscribers as well as a reasonable estimate of what it would cost BellSouth to meet, measure, and report these standards. If MCI_m then communicates, in writing, to BellSouth that it desires such higher levels of performance, MCI_m shall pay BellSouth for the costs incurred in providing such higher level of service. Moreover, MCI_m shall pay all mechanisms necessary to capture and report data, required to measure, report or track any performance measurement that BellSouth does not, as of the Effective Date, measure, report or track for itself or its own subscribers. In the event such system is not developed exclusively for MCI_m, but rather is developed for use with other CLECs, as well as MCI_m, BellSouth shall allocate to MCI_m, on a competitively neutral basis, MCI_m's share of the costs associated with such system.

Section 4 Provision Of Subscriber Usage Data

This Section 4 sets forth the terms and conditions for BellSouth's provision of Recorded Usage Data (as defined in this Attachment VIII) to MCI_m and for information exchange regarding long distance billing.

4.1 Procedures

4.1.1 General

4.1.1.1 BellSouth shall comply with BellSouth EMR industry standards in delivering customer usage data to MCI_m.

4.1.1.2 BellSouth shall provide MCI_m with Recorded Usage Data in accordance with provisions of Section 4 of this document.

4.1.1.3 BellSouth shall provide MCI_m with copies of detail usage on MCI_m 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 MCI 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 MCI Subscriber

Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service To MCI's Local Service Subscriber and usage is billable to an MCI account. For BellSouth-Provided MULTISERV Service, Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.

4.1.1.4 Retention of Records: BellSouth shall maintain a machine readable back-up copy of the message detail provided to MCI for a minimum of forty-five (45) calendar days. BellSouth shall provide any data back-up to MCI upon the request of MCI within the record retention interval and at the rates set forth in Attachment I.

4.1.1.5 BellSouth shall provide to MCI Recorded Usage Data for MCI subscribers. BellSouth shall not submit other carrier local usage data as part of the MCI Recorded Usage Data.

4.1.1.6 BellSouth shall bill to MCI any recurring or non-recurring charges appropriate based on the Local Service Requests submitted to the BellSouth by MCI. BellSouth

4.1.1.7 MCI shall negotiate with Information Service Providers (e.g. 976 and N11 service calls) for provision of such services to MCI's end-users, including the billing of such services to its end-users.

4.1.1.8 BellSouth shall provide Recorded Usage Data to MCI billing locations as designated by MCI, segregated no lower than NXX level.

4.1.1.9 BellSouth shall establish a Local Carrier Service Center (LCSC) or similar function to serve as MCI's single point of contact to respond to MCI call usage, data error, and record transmission inquiries.

4.1.1.10 BellSouth shall provide MCI with a single point of contact, Remote Identifiers (IDs), and assistance in resolving usage data volume fluctuations for each sending location.

4.1.1.11 MCI shall provide a single point of contact responsible for receiving usage transmitted by BellSouth and receiving usage tapes from a courier service in the event of a facility outage.

4.1.1.12 BellSouth shall bill and MCI 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.

4.1.1.13 Without waiver of, and in addition to the Audit and Examination rights in the Section 22 (Audits and Examinations of Part A) of this Agreement, upon reasonable notice and at reasonable times MCI or its authorized representatives may examine BellSouth's documents, systems, records and procedures which relate to the recording and transmission of the Usage data to MCI under this Attachment.

4.1.2 Charges

4.1.2.1 BellSouth shall charge fees as delineated in Attachment I.

4.1.2.2 No charges shall be assessed for incomplete call attempts, nor will attempts be delivered to MCI for calls which originate from lines purchased by MCI for resale.

4.1.3 Central Clearinghouse & Settlement

4.1.3.1 In connection with CMDS hosting functions, BellSouth shall comply with Clearinghouse and Incollect/Outcollect procedures in accordance with CMDS standards.

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BellSouth shall allocate to MCI, on a competitively neutral basis, MCI's share of the costs associated with such system.

4.5 Reporting

4.5.1 BellSouth shall agree to develop reports to be used for local usage and for PIC change data performance measurement within (sixty) 60 days of the Effective Date of this Agreement.

4.5.2 Left Blank Intentionally

4.5.2.1 Left Blank Intentionally

Section 5. Maintenance

5.1 General Requirements

For maintenance, the parties agree to implement the BellSouth approved EBI standard within 12 months of the signing of this Agreement. MCI understands that within such 12 month period BellSouth may not be able to make full implementation of the approved EBI standard, and provided BellSouth uses its best efforts to fully implement such standard as soon as possible, MCI agrees to accept less than full implementation at the conclusion of the 12 month period. MCI further agrees to accept on an interim basis, until such time as EBI is implemented, the interfaces approved by BellSouth.

5.1.1 BellSouth shall provide repair, maintenance, testing, and surveillance for all Telecommunications Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.

5.1.1.1 During the term of this Agreement, BellSouth shall provide necessary maintenance business process support as well as those technical and systems interfaces required to enable MCI 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 Affiliated or subsidiaries or any other entity. BellSouth shall provide MCI with the same level of maintenance support as BellSouth provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that BellSouth uses and/or which are

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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 MCIIm under this Agreement.

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

5.1.1.3 BellSouth shall provide MCIIm maintenance dispatch personnel on the same schedule that they provide their own subscribers.

5.1.2 MCIIm shall handle all interaction with MCIIm subscribers including all calls regarding service problems, establishing appointments pursuant to Section 5.1.11, and notifying the subscriber of trouble status and resolution, unless otherwise authorized by MCIIm.

5.1.3 BellSouth shall cooperate with MCIIm to meet maintenance standards set forth in this Attachment for all Telecommunications Services, unbundled network elements and Combinations ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

5.1.4 All BellSouth employees or contractors who perform repair service for MCIIm subscribers shall follow at a minimum, procedures and protocols which ensure that: (1) BellSouth employees or contractors shall perform repair service that is at least equal in quality to that provided to BellSouth subscribers; (2) trouble calls from MCIIm subscribers shall receive response time priority that is at least equal to that of BellSouth subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is an MCIIm subscriber or a BellSouth subscriber.

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6.1.4.1.8 BellSouth shall not charge for storage of MCIIm subscriber information in the DA and DL systems.

6.1.4.1.9 MCIIm shall not charge for storage of BellSouth subscriber information in the DA and DL systems.

6.1.5 Left blank intentionally

6.1.6 Directory Assistance Data

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

6.1.6.2 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.

6.1.6.3 BellSouth shall provide MCIIm, to the extent authorized, a complete list of ILECs, CLECs, and independent Telcos that provided data contained in the database.

6.1.6.4 All directory assistance data shall be provided in the format as specified in "Directory Assistance Data Information Exchanges and Interfaces" below or in Bellcore standard F20 format.

6.1.6.5 On a daily basis, BellSouth shall provide updates (end user and mass) to the Listing Information via electronic data transfer. Updates shall be current as of one business day prior to the date provided to MCIIm.

6.1.6.6 Left Blank Intentionally

| Subscriber Information | | | | | |
|--|--|-----------------------------------|---|---------------------------------|-------------------------|
| Business Function | Long-Term Solution* | Real-Time Access To Data** | Real Time Transaction Processing | Frequency/ Time Interval | Interim Solution |
| BellSouth provides all published Subscriber List Information | Electronic Interface - within 30 days of Agreement | N | N/A | One-time only | To be negotiated |
| BellSouth provides MCI with changes to Subscriber List Information | Electronic Interface | N | N/A | same day as changes occurs | To be negotiated |
| BellSouth provides all Street Address Guide Information (SAG) | Electronic Interface | N | N/A | One-time only | To be negotiated |
| BellSouth provides changes to Street Address Guide Information (SAG) | Electronic Interface | N | N/A | same day as changes occur | To be negotiated |

*To be implemented by January 1, 1997, or agreed upon timeframe. All system availability is operational 24 hours a day, 7 days a week unless otherwise specified.

** Real-Time access to real-time or most current available data, as opposed to real-time browsing of a database that may be outdated

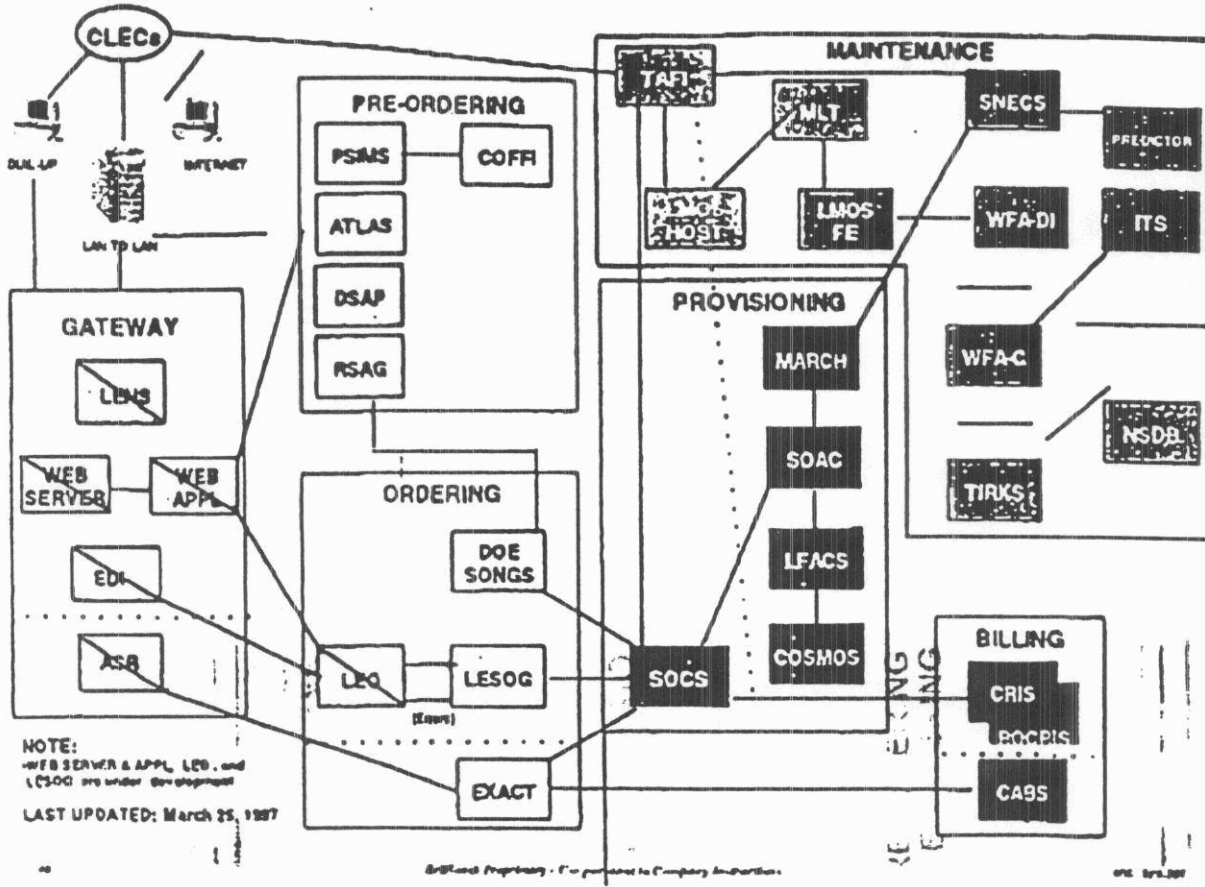
BellSouth Interconnected Services

Memorandum

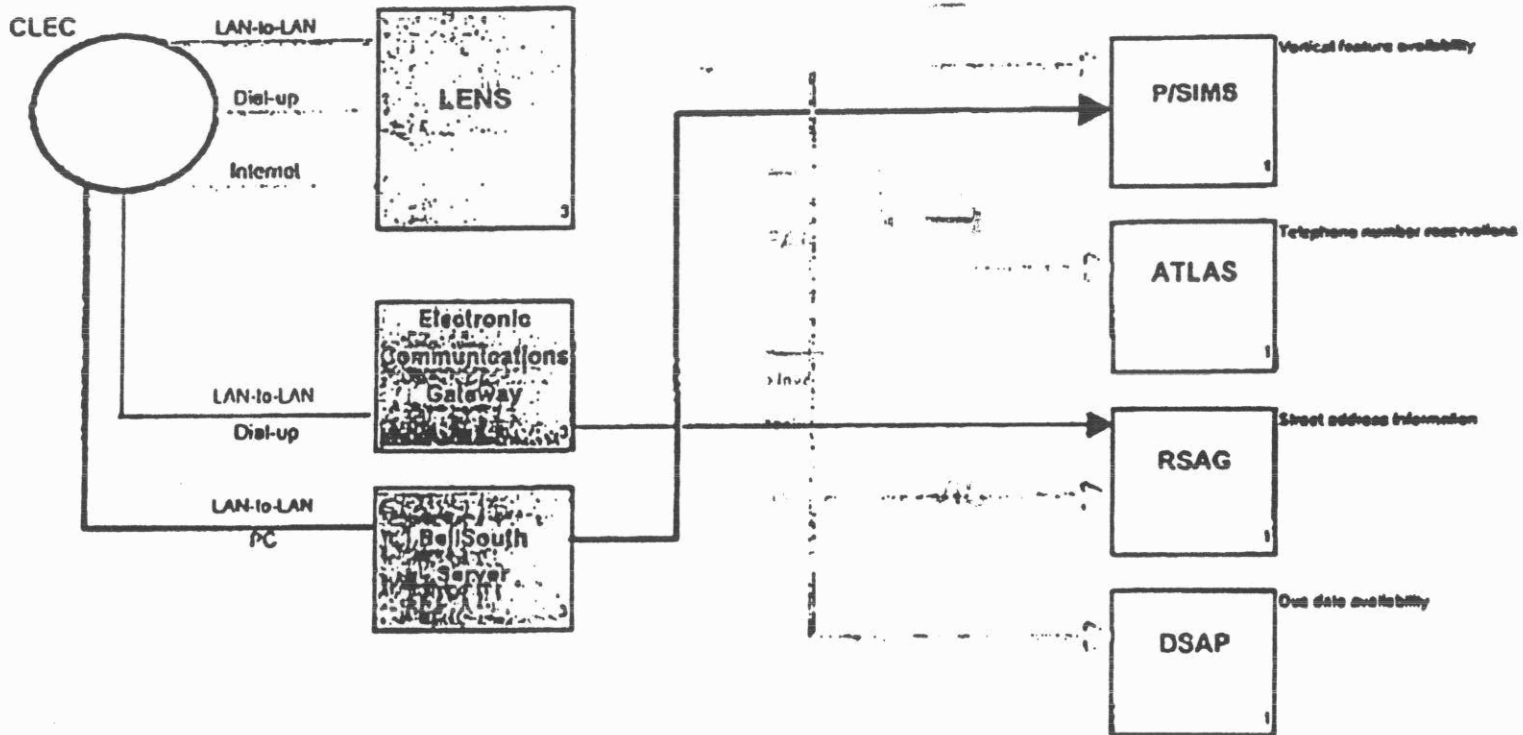
File Code
Date June 10, 1997
To Venetta Bridges
Telephone number 404-267-6517
Fax number
From Ilene Barnett
Telephone number 770-492-7525
Fax number
Subject Flow Charts

Attached to this memorandum are several flow charts depicting processes in BellSouth for CLEC activity and the mechanized system interfaces. After you review these documents, if you would like to further discuss the flows and ask questions, please call me.

Ilene



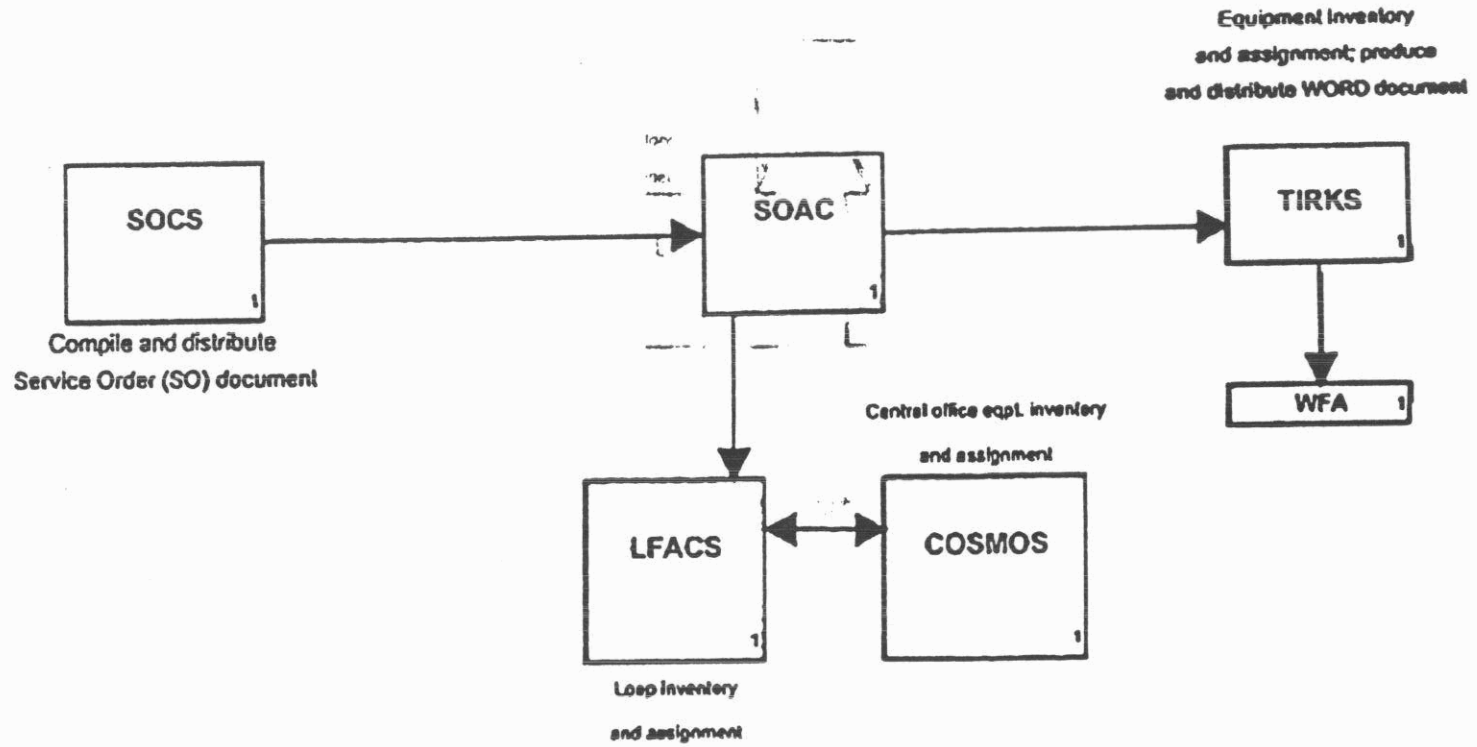
MECHANIZED PREORDERING FLOW



IN VISION

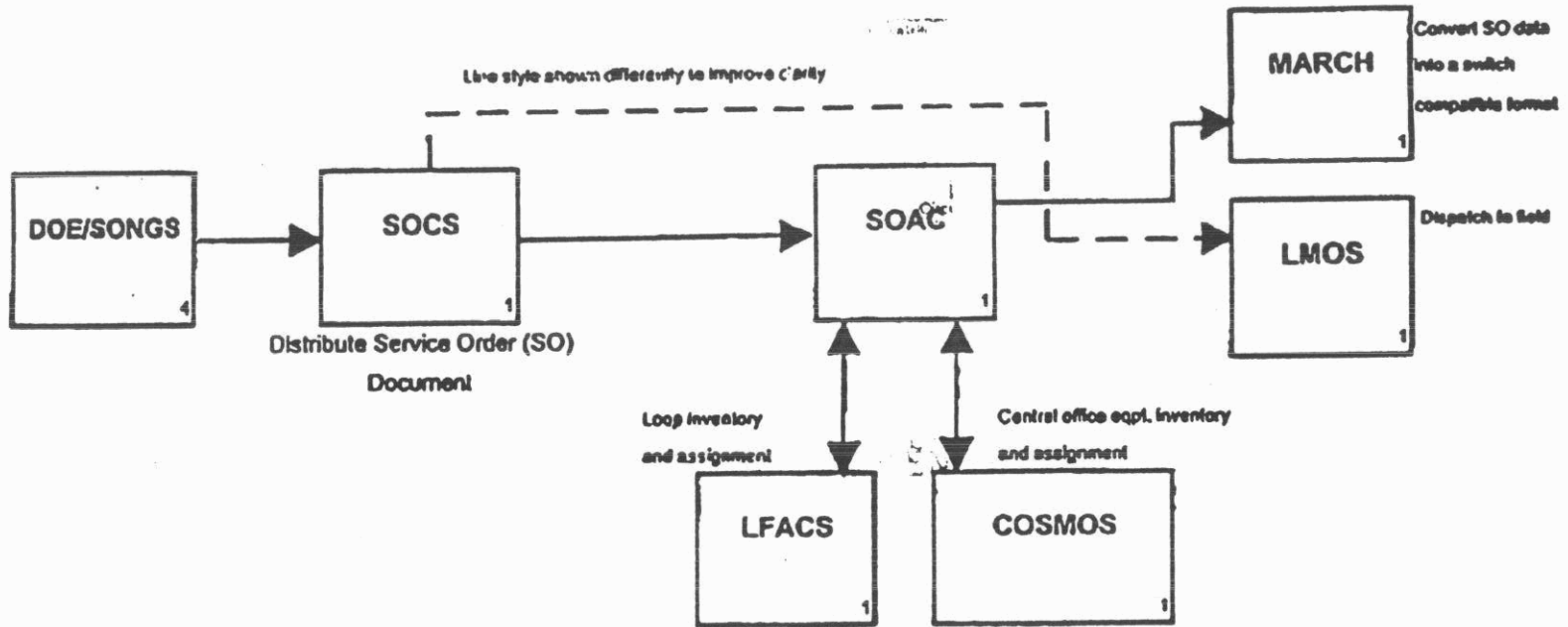
- 1 Joint use (BOC and CLEC) system
- 2 BOC-only system at present time - System being modified for joint BOC and CLEC use
- 3 CLEC-only system
- 4 BOC-only system

MECHANIZED DESIGN PROVISIONING FLOW



- 1 Joint use (BOC and CLEC) system
- 2 BOC-only system at present time - System being modified for joint BOC and CLEC use
- 3 CLEC-only system
- 4 BOC-only system

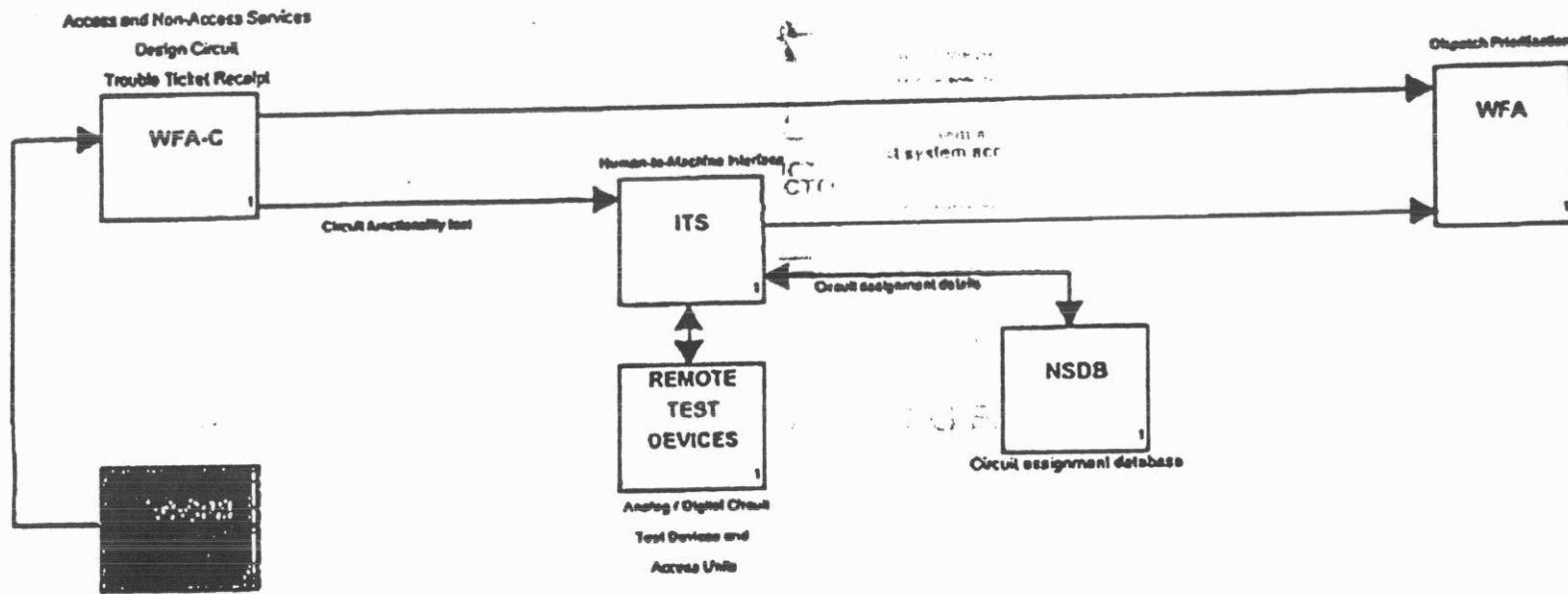
MECHANIZED NON-DESIGN PROVISIONING FLOW



CONFIDENTIAL

- 1 Joint use (BOC and CLEC) system
- 2 BOC-only system at present time - System being modified for joint BOC and CLEC use
- 3 CLEC-only system
- 4 BOC-only system

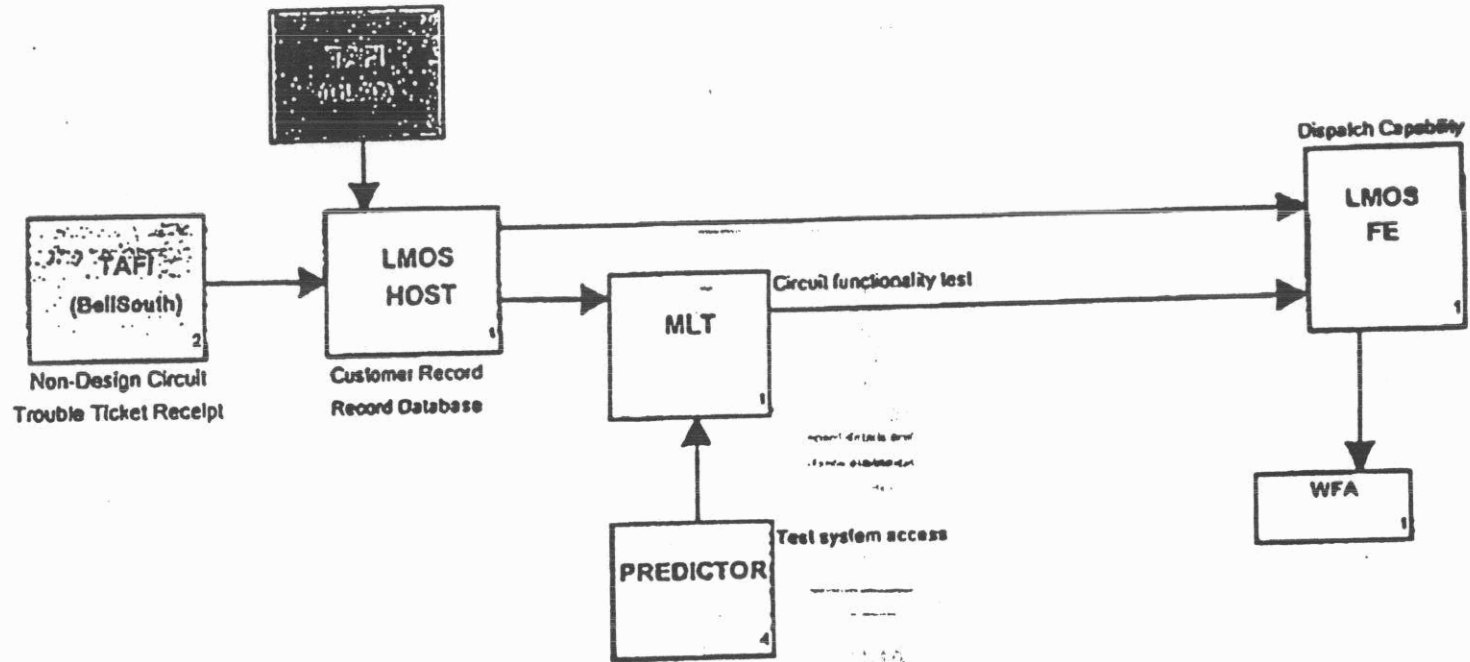
MECHANIZED DESIGN MAINTENANCE FLOW



IC G. WINTER INTEN.

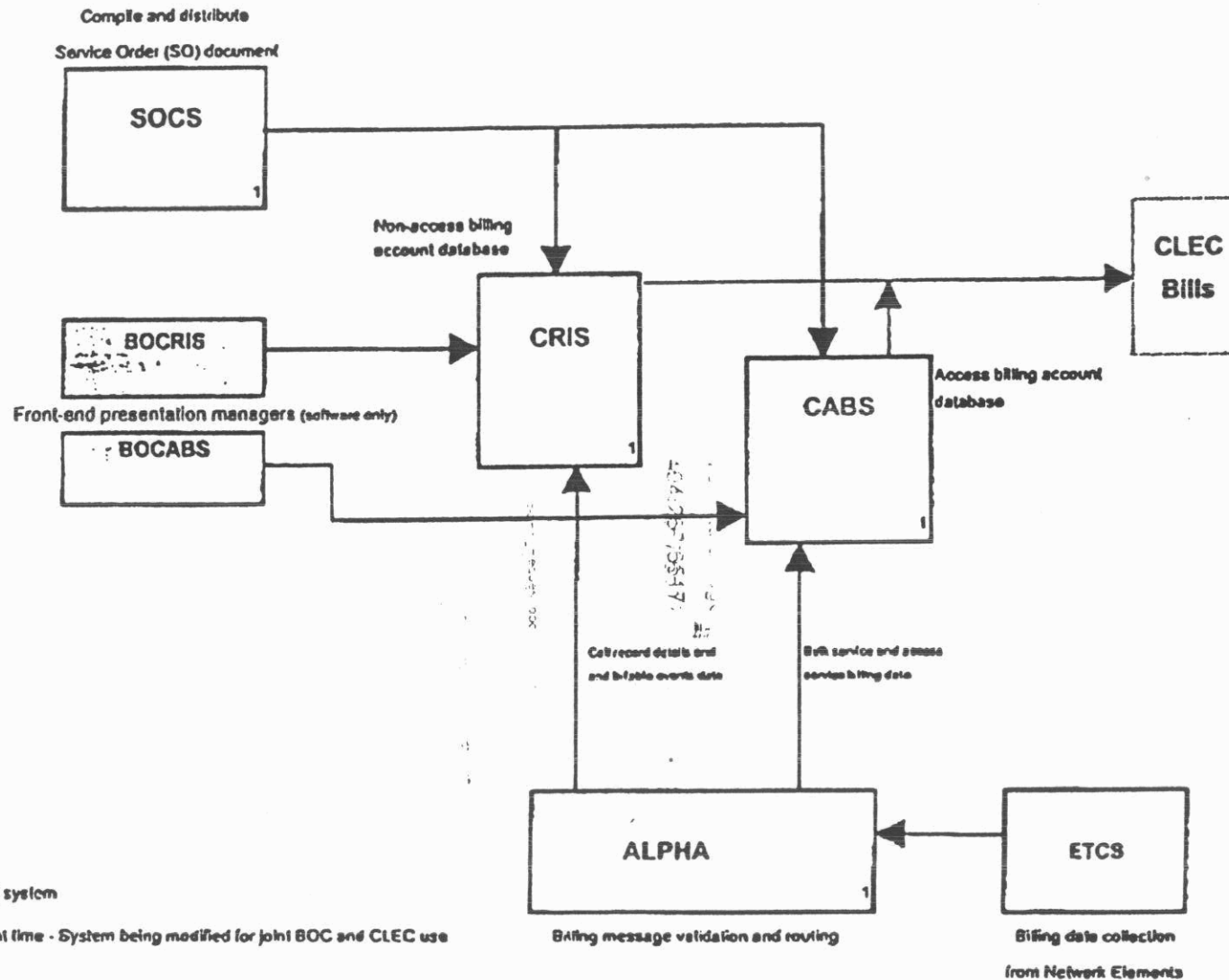
1 Joint use (BOC and CLEC) systems
 BOC-only system at present time - System being modified for joint BOC and CLEC use
 2 CLEC-only system
 3 BOC-only system

MECHANIZED NON-DESIGN MAINTENANCE FLOW



- 1 Joint use (BOC and CLEC) system
- 2 BOC-only system at present time - System being modified for joint BOC and CLEC use
- 3 CLEC-only system
- 4 BOC-only system

MECHANIZED BILLING FLOW



Simmons, Georjean (MCI)
From: Charlene Keys [Charlene.Keys@MCI.Com]
Sent: Wednesday, June 18, 1997 1:15 PM
To: Simmons, Georjean (MCI)
Subject: FW: Process Documentation Request

BellSouth documentation.

Charlene

-----Original Message-----

From: Venetta Bridges [SMTP:Venetta.Bridges@MCI.Com]
Sent: Wednesday, June 18, 1997 4:12 PM
To: 'ILENE BARNETT'
Cc: Charlene Keys
Subject: Process Documentation Request

Ilene,

Attached please find my request for additional process information. This is a Word 6.0 document.
Let me know if you have trouble retrieving it.

Thanks,

Venetta Bridges

404.267.6517

Since my Howthorn's funding request was a
partial request, it is specific information.

Hope that's all you need to know.
Thank you for your assistance.



BSPF_Request.doc

Will be available to you soon.

• If you do not receive it, please

MCI Telecommunications Corporation



780 Johnson Ferry Road
Atlanta, GA 30342
404 267 5500

Date: June 18, 1997
From: Venetta Bridges
To: Ilene Barnett
cc: Charlene Keys
Subject: Flow Charts

Ilene, thanks for forwarding me the System Flowcharts dated 6/10/97. While this is good information, it does not satisfy my initial request. The specific information I need should address the following questions:

- What do BST representatives have available to provide customer due dates? What systems are used? What is the process?
- What do BST representatives have available to provide a new customer (new address with no pre-existing service) a telephone number? What systems are used? What is the process?
- What do BST representatives have available for insight into Pending Orders? What systems are used? What is the process?
- How do BST representatives access Directory Listings while processing orders? What systems are used? What is the process?
- How do BST representatives acquire Street Address information? What systems are used? What is the process?
- Is Street Address information available for download?
- What types of orders do the BST representatives process?
- Do BST representatives process orders with greater than 6 lines, or complex orders? If so, what is the process? If not, who processes the orders?

- How do BST representatives process UNE orders? What systems are used? What is the process?
- What do BST representatives do when the following systems are down: RSAG, P/SIMS, ATLAS, and DSAP? Describe contingency plans?

Any information you can provide is appreciated.

Venetta Bridges
(404) 267-6517

Attached to this memorandum are several flow charts depicting
agency and the interrelated systems. Please refer to the
to further discuss the flows and ask any questions you may have.



MCI Telecommunications Corporation

780 Johnson Ferry Road
Atlanta, GA 30342
404 267 5500

Date: July 3, 1997
From: Venetta Bridges
To: Ilene Barnett
cc: Charlene Keys
Subject: Follow-Up to Flow Chart Request

Ilene,

As a follow-up to my request dated 6/18, please respond no later than next Thursday, July 10, 1997. If this presents a problem, please advise.

Thanks,

Venetta Bridges
(404) 267-6517

Bridges, Venetta (MCI)

From: Ilene.M.Barnett@bridge.bellsouth.com
Sent: Friday, July 11, 1997 4:50 PM
To: Venetta.Bridges@MCI.com
Cc: Clifford.H.Bowers@bridge.bellsouth.com; Sharon.R.Daniels@bridge.bellsouth.com;
Pamela.Lee@bridge.bellsouth.com; Judy.Rueblinger1@bridge.bellsouth.com;
Kimara.Uhles@bridge.bellsouth.com
Subject: Process Documentation



Process



GC707F.doc

Venetta,

Attached is a WORD document which is the testimony of Gloria Calhoun before the Louisiana Public Service Commission. This document addresses the questions that you asked in your letter of 7/3/97 to me. For example, your question on provisioning a new customer is addressed on page 24.

You also asked what types of orders do the BST representatives process? They do process orders for any service which BST retails. Is there a more specific question that could provide me more insight?

Ilene Barnett (770)492-7525

Sutherland, Asbill & Brenn

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Exhibit RM-7
MCI: Martinez
Docket No. 980281-TP
Page 1 of 1

999 PEACHTREE STREET, N.E.
ATLANTA, GEORGIA 30309-3996

TEL: (404) 853-8000
FAX: (404) 853-8806

DAVID I. ADELMAN
DIRECT LINE: (404) 853-8206
Internet: diadelman@sablaw.com

July 16, 1997

BY HAND DELIVERY

Fred McCallum, Jr., Esq.
BellSouth Telecommunications, Inc.
Legal Department
Suite 376
125 Perimeter Center West
Atlanta, Georgia 30346

RECEIVED

JUL 16 1997

EXECUTIVE SECRETARY
G.P.S.C.

**Re: Docket Nos. 6863-U and 7253-U: Competitive
Local Exchange Carrier ("CLEC") Review of
BellSouth Ordering and Pre-Ordering Systems**

Dear Mr. McCallum:

On July 14, 1997, BellSouth witness Gloria Calhoun agreed to allow MCI and other CLECs the opportunity to review the operation of BellSouth's ordering and pre-ordering operational support systems on-site at BellSouth.

Please accept this letter as a formal request by MCI that the on-site review be conducted early next week. MCI personnel will be available for this review July 21-23, 1997.

I will contact you to set up the time and place for this review. As indicated during the proceedings yesterday, MCI will sign a satisfactory confidentiality agreement if requested by BellSouth.

Kind regards.

Sincerely,



David I. Adelman

cc: All Commissioners, Georgia Public Service Commission
All Parties of Record
Martha P. McMillin, Esq.

Sutherland, Asbill & Brenr

ATLANTA • AUSTIN • NEW YORK • WA

Exhibit RM-8
MCI: Martinez
Docket No. 980281-TP
Page 1 of 2

999 PEACHTREE STREET, N. E.
ATLANTA, GEORGIA 30309-3996

TEL: (404) 853-8000
FAX: (404) 853-8806

DAVID I. ADELMAN
DIRECT LINE: (404) 853-8206
Internet: diadelman@sablaw.com

July 24, 1997

BY HAND DELIVERY

Fred McCallum, Jr., Esq.
BellSouth Telecommunications, Inc.
Legal Department
Suite 376
125 Perimeter Center West
Atlanta, Georgia 30346

***Re: Docket No. 6863-U and 7253-U: Competitive
Local Exchange Carrier ("CLEC") Review of
BellSouth Ordering and Pre-Ordering Systems***

Dear Mr. McCallum:

On July 16, 1997 MCI hand delivered to you a letter regarding BellSouth witness Gloria Calhoun's agreement to allow MCI and other CLECs the opportunity to review the operation of BellSouth's ordering and pre-ordering operational support systems on-site at BellSouth.

In the July 16, 1997 letter I suggested the on-site review be conducted before the hearings next week and stated that MCI would be available for the review July 21-23, 1997. I followed-up with you regarding the on-site inspection during one of the recess periods during the hearings on July 17, 1997. At that time you said you would follow-up with MCI the next day and help set up the on-site review.

More than a week has passed since you said you would follow-up and to my knowledge BellSouth has still not taken any steps to allow the on-site review. Of course, much of BellSouth's testimony in this proceeding alleges that pre-ordering and ordering systems offered to CLECs perform at parity with those BellSouth uses. **An on-site review by CLECs, in particular individuals who are experts in pre-ordering and ordering systems, is one way such claims can be critically considered.** For that reason, it was very important that the on-site review by CLECs be conducted before the hearings beginning on July 28, 1997 in order to provide any meaning to those hearings regarding the operational support systems issues.

Mr. Fred McCallum
July 24, 1997
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Because of BellSouth's failure to follow-up on its agreement, it now seems impossible that such a review by MCI can be conducted in time for the next round of hearings. MCI continues to believe an on-site review by CLECs is one important way BellSouth can show the Commission that it is moving forward in good faith and that its assertions regarding parity are more than an exaggeration designed to prejudice the Commission. Although a critical time has passed for the review, MCI stands ready to conduct the on-site review and looks forward to BellSouth's response.

Kind regards.

Sincerely,



David I. Adelman

DIA/adl

cc: All Parties of Record
Martha P. McMillin

Fred McCallum Jr.
General Counsel - Georgia

July 29, 1997

RECEIVED

JUL 29 1997

David I. Adelman, Esq.
Sutherland, Asbill & Brennan
999 Peachtree Street, SW
Atlanta, GA 30309-3996

RE: Consideration of BellSouth Telecommunications, Inc's Services
Pursuant to Section 271 of the Telecommunications Act of 1996;
Docket No. 6863-U/7253-U

Dear Mr. Adelman:

This letter is in response to your letter of July 24, 1997. Frankly, I am very surprised at the importance MCI now places on an on-site demonstration of BellSouth's support systems. MCI never mentioned or made any sort of request to view these systems prior to July 16, 1997. It is only after Ms. Sommer, the attorney for Commission Staff, made such a request that you immediately stood up and issued a me-too request. To now contend, as you do in your letter, that "MCI continues to believe an on-site review by CLECs is one important way BellSouth can show the Commission that it is moving forward in good faith and that its assertions regarding parity are more than an exaggeration designed to prejudice the Commission" certainly rings hollow under the circumstances. The bottom line is that, based on its inaction, MCI must not have thought that such a review was necessary or important at all until the Commission Staff requested such a demonstration.

As you will recall, BellSouth notified all parties at the hearing that it had proprietary concerns about allowing competitors on-site access to its business offices. In addition, the substance of our "follow-up discussion" did not occur as you portray it in your letter. When you asked me on Thursday of the hearing week whether it was a good time to talk about the demonstration, my recollection is that I told you "no, it was not." As you well know, I, as well as several BellSouth witnesses who would be involved in setting up such a demonstration, had been involved in hearings all week long, and there simply was no further information to share on the subject. I do not recall telling you that

David I. Adelman, Esq.
July 29, 1997
Page -2-

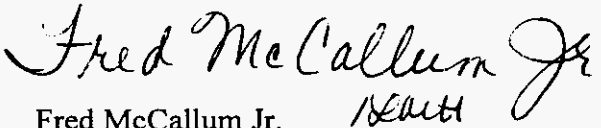
I would get back to you "the next day," and I certainly would not have volunteered to "help set up the on-site review" in light of our previous concerns that had been mentioned on the record.

As MCI is well aware, BellSouth's pre-ordering and ordering system is integrated into the RNS system, which also contains sales and marketing information used by BellSouth in the over-the-phone sales process. This sales and marketing information and the means by which it is used in the sales process is highly proprietary, and is the type of information that one competitor would never voluntarily share with another competitor. I am sure that MCI has the same type of system for selling local and long distance services here in Georgia. The systems have nothing to do with pre-ordering or ordering functions, and are simply not relevant at all to the issues in this docket.

Because of these issues, BellSouth does not plan on allowing an on-site demonstration of its RNS and DOE systems for competitors. BellSouth is in the process of putting together a limited demonstration of relevant functionalities of these pre-ordering and ordering systems that will protect the proprietary information, but this demonstration has not yet been completed.

To conclude, BellSouth made clear its concerns regarding competitors participating in an on-site demonstration of BellSouth's RNS and DOE systems at the hearing. I made no other agreement to allow MCI to view these systems on-site. Thus, there has been no "agreement" to allow MCI to view these highly proprietary systems, as implied in your letter. BellSouth is in the process of putting together a demonstration of these systems that will protect the proprietary information, but, given the short time since the request, and the upcoming hearings, it will not be possible to accomplish this prior to the hearings next week.

Very truly yours,


Fred McCallum Jr. *BellSouth*

cc: Parties of Record

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BellSouth Telecommunications, Inc.
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Atlanta, Georgia 30375

May 13, 1997

Mr. Bryan Green
Senior Manager
Systems Implementation
MCI Telecommunications Corp.
Centurum Building
780 Johnson Ferry Road
Atlanta, Georgia 30342

Re: Call Detail for Flat Rate Service - Usage Report

Dear Bryan:

MCI has made several requests to BellSouth to include call detail for flat rate service in the daily usage report to MCI. BellSouth does not extract call detail for flat rate services for its own use at this time. Therefore, if it is essential that MCI obtain this information, please contact your account executive for instructions on using the BellSouth's Bona Fide Request Process to pursue this further.

Sincerely,

Cathy S. Forbes
Compliance Manager
Interconnection Services

cc: Ilene Barnett
Jerry Hendrix



**MCI Telecommunications
Corporation**

780 Johnson Ferry Road
Atlanta, GA 30342
404 267 5500

Exhibit RM-11
MCI: Martinez
Docket No. 980281-TP
Page 1 of 2

August 18, 1997

Ms. Ilene Barnett
Sales Director
BellSouth Interconnection Services
1960 West Exchange Place
Tucker, GA 30084

Dear Ms. Barnett:

This letter is in response to Cathy Forbes' May 13, 1997 letter to Bryan Green indicating that if MCI wants call detail for flat rate service MCI will need to use the Bona Fide Request Process. MCI and BellSouth have been discussing this subject and now MCI is putting its position in writing.

The MCI metro-BellSouth Interconnection Agreements provide that BellSouth shall provide MCI with copies of detail usage for MCI accounts. No distinction is made between flat rated calls and measured calls. Your insistence on reading measured calls into the contract sections dealing with usage data is inconsistent with the text of the agreements which makes no such distinction.

Specifically, the agreements provide the following in Attachment VIII:

4.1.1.2 BellSouth shall provide MCI with Recorded Usage Data in accordance with provision of Section 4 of this document.

4.1.1.3 BellSouth shall provide MCI with copies of detail usage on MCI 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 MCI 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 activation's 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 MCI Subscriber
Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service To MCI's Local Service Subscriber and usage is billable to an MCI account. For BellSouth-Provided Centrex Service, Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.

4.1.1.5 BellSouth shall provide to MCI Recorded Usage Data for MCI subscribers. BellSouth shall not submit other carrier local usage data as part of the MCI Recorded Usage Data.

As these sections indicate, BellSouth is required to provide MCI with Recorded Usage Data. Section 4.1.1.3 specifically indicates that Recorded Usage Data includes completed calls. No distinction is made between flat rate and measured calls. Thus, there is no support in the contract for the distinction you have made. Clearly, MCI is entitled to call detail for flat rate as well as for measured service under the terms of the interconnection agreement.

BellSouth's continued refusal to provide call detail for flat rate service in its daily usage report to MCI will demonstrate BellSouth's lack of compliance with the explicit terms of the contract. The Bona Fide Request Process is inappropriate and not necessary in this instance.

Please confirm that BellSouth will provide MCI with call detail for flat rate service by August 22, 1997. Thank you.

Sincerely,


Walter J. Schmidt

cc: Marcel Henry - MCI
Charlene Keys - MCI
Daren Moore - MCI
Bryan Green - MCI
Jeremy Marcus - MCI
Joe Baker - BellSouth
Pam Lee - BellSouth

BellSouth Interconnection Services 770 492-7500
Suite 420 Fax 770 621-0632
1960 West Exchange Place
Tucker, Georgia 30084

MCI Account Team

August 22, 1997

Mr. Walter J. Schmidt
MCI Telecommunications Corporation
780 Johnson Ferry Road
Atlanta, Georgia 30342

Dear Wally,

This letter is in response to your letter dated August 18, 1997 regarding MCI's request for call detail for flat rate service. As stated Cathy Forbe's letter dated May 13, 1997, call detail for flat rate service is not available as part of Recorded Usage Data. BellSouth's system is not set up to provide local call detail.

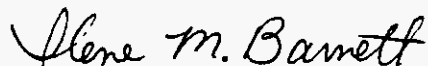
While Section 4.1.1.3 does set forth specific categories of data that will be included, Section 4.2.1.1 of Attachment VIII further clarifies which types of categories will be provided. Specifically, Section 4.2.1.1 states:

4.2.1.1 Core Billing Information

4.2.1.1. Recorded Usage Data all intraLATA toll and local usage. BellSouth shall provide MCI with unrated EMR records associated with all billable intraLATA toll and local usage which they record on lines purchased by MCI for resale. Any billable Category, Group and/or Record types approved in the future for BellSouth shall be included if they fall within the definition of local service resale. MCI shall be given notification thirty (30) days prior to implementation of a new type, category and/or record.

As this section indicates, BellSouth agrees to provide usage data for billable usage. Local call detail is not a billable category and therefore is not included as usage data to be provided to MCI by BellSouth.

Sincerely,



Ilene M. Barnett

cc: External Response Team
Pamela Lee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by Hand Delivery this 4th day of May, 1998.

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Florida Public Service Commission
Division of Legal Services
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Tallahassee, FL 32399-0850

Nancy White
c/o Nancy Sims
BellSouth Telecommunications
150 South Monroe Street
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Tallahassee, FL 32301

W. O. Ma

ATTORNEY