

wrongly that SWBT is not complying with the Act. SWBT has made all telecommunications services offered at retail available for resale, including services offered during promotions of ninety (90) days or less. The source of AT&T's disagreement is over the price at which SWBT makes these services available. AT&T seeks to obtain these services at a promotional rate. SWBT has not agreed to make these services available at the promotional rate or at a discount from the promotional rate. Based upon the FCC Interconnection Order, which states at ¶949 that "short-term promotional rates do not constitute retail rates," SWBT is not required to discount these services from the promotional rate. Likewise, the FCC rules, 47 C.F.R. §51.613(a)(2), state that ILECs "appl[y] the wholesale discount to the ordinary retail rate for a retail service rather than a promotional rate [when] such promotions involve rates that will be in effect for no more than 90 days." SWBT's position, upheld through Arbitration, constitutes full compliance with the checklist requirements (see AT&T and SWBT Arbitration Order, Cause No. PUD 960000218)

34. AT&T has attempted through negotiations, arbitration, and finally through this proceeding to remove all conditions and use limitations from services by claiming that they are resale restrictions. Yet removal of these conditions would change the very definition of the services and, contrary to the Commission's findings in ¶¶ 332, 872 and 980 of the Interconnection Order, would allow AT&T to offer services for resale that SWBT does not offer at retail.
35. For example, AT&T has sought to eliminate the single end user limitation

associated with AT&T's purchase of Extended Area Services (EAS) for resale. EAS provides toll-free calling between communities for a flat rate additive to local exchange. EAS is provisioned, costed and priced assuming that EAS is a per-line option. If it had been successful, AT&T would have been able to purchase, through a single EAS charge, toll-free calling to the EAS areas for all of its resale customers. For a single EAS additive to AT&T's resale bill, all calls by AT&T resale customers between EAS communities would have been toll-free. Therefore, AT&T could have expanded its local calling scope to include the EAS areas, without incurring an EAS additive on each line (for example, in Oklahoma EAS rates might be \$10.00 per month / per line. If AT&T had 1,000 lines and the use limitation of allowing EAS to apply to a single line were removed, then AT&T would only pay \$10.00 for all 1,000 lines for EAS service). As such, AT&T would have been able to offer a service -- free local calling to EAS areas -- that SWBT does not offer at retail.

36. It is important to note that the Rules, 47 C.F.R. §51.03(b), require that SWBT make services available for resale "subject to the same conditions" as SWBT would provide these services to other customers, including end users. Furthermore, the Commission held in its Interconnection Order, that certain conditions were presumptively unreasonable. In other words, the Commission presumed that certain conditions were unreasonable, but left to the states the final determination of the applicability of these conditions. In this proceeding, AT&T attempts to re-litigate the issues that were addressed in the Arbitration between

AT&T and SWBT. SWBT prevailed in its position that, consistent with 47 C.F.R. §51.603(b), services provided for resale are subject to the same conditions as services provided at retail. As such, SWBT fulfills its checklist requirement to demonstrate that its retail telecommunications services are “available for resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3)” 47 U.S.C. §271(c)(2)(B)(xiv).

**SWBT Resold Services Are Provided In A Non-Discriminatory Fashion**

37. SWBT has diligently sought to ensure that services are provided for resale in a non-discriminatory fashion to all customers - end-users and CLECs alike. Several commenters highlight isolated instances of a difficult transition as evidence of SWBT’s discriminatory treatment. When SWBT has discovered a problem, a situation, or even an allegation of implementation problems, it has investigated the situation and instituted remedies, despite the absence of documented wrong doing on SWBT’s part.
38. For example, potentially the most damaging criticisms in this area are the accusations levied by TEXALTEL, a Texas association of telephone companies. TEXALTEL wants to re-hash many of the issues that were raised by U.S. Telco in a complaint filed with the Texas Commission on June 17, 1996, and subsequently withdrawn by mutual filing of SWBT and U.S. Telco. TEXALTEL even mischaracterizes the U.S.Telco complaint, citing “a large number of incidents” and concluding that “nearly all callers to SWBT” were given false information regarding competitors. TEXALTEL fails to mention that SWBT and U.S. Telco

agreed to a resolution of the issues that was satisfactory to U.S. Telco, such that it withdrew its complaint (see attachment A). Furthermore, as the joint Application states, most of the items of the complaint involved misunderstandings either on the part of SWBT or U.S. Telco. In addition, even without documentation of several of the complaints, SWBT instituted additional training for its employees to ensure that instances such as those included in the U.S. Telco complaint would not occur. Finally, TEXALTEL fails to mention the large number of reseller customers, operating both through negotiated agreements and under the authority of the Local Access Service Tariff in Texas, that have operated in Texas without complaint and without incident.

39. Similarly, TEXALTEL alleges that SWBT had refused to work orders involving resold services. Although not specifically identified, SWBT is aware of instances where a reseller ordered new service at a location where SWBT records indicated service already existed, albeit under a different end user name. It is SWBT's policy to not disconnect any end user without proper authorization. However, as TEXALTEL's brief explains, once SWBT received proper authorization to disconnect the existing service, the CLEC order was routinely processed. "Routinely," here, is the operative word. SWBT employs exactly the same procedures whether an end user orders service from SWBT, or service from a CLEC.
40. USLD complains of excessive billing for conversion service orders. The USLD complaint actually demonstrates SWBT's non-discriminatory policies. The

conversion service order charges are applied in the same fashion as SWBT applies other types of service order charges to its own end users. This is exactly what is required by the Act, the Order and the Rules. USLD believed that only one conversion service charge applied per request -- even if that request included numerous service orders. Recognizing the confusion that this might cause, SWBT has updated its generic contract offering to include language that clarifies the non-discriminatory nature of service order issuance and charges.

41. AT&T raises concerns that application of SWBT's service connection charges would effectively reduce the resale discount below that which is supported by the avoided costs, placing SWBT in violation of §271(c)(2)(B)(xiv) of the checklist. AT&T has raised this issue before - in negotiations, arbitration and in the proceeding before the Oklahoma Commission -- and SWBT has attempted to correct its misunderstandings. When a CLEC converts the account of an end user to a CLEC, SWBT converts all (or less than all, as requested by the CLEC) existing services available for resale to the CLEC and only assesses the conversion charge. No service connection charges apply for conversion of existing services to resale. SWBT will only assess service connection charges when a CLEC orders "new" or "additional" services. AT&T also seems to claim that SWBT's non-recurring charges are not sufficiently discounted to account for costs avoided by CLECs who submit orders via electronic interfaces. This is a curious position for AT&T to now take, since SWBT, through negotiations and

arbitration, advocated resale discounts that varied by service categories and AT&T argued for standard, across-the-board resale discounts.

42. Finally, USLD alleges that network trouble is not handled in the same fashion as between SWBT retail customer accounts and SWBT wholesale accounts. USLD points to a situation earlier in the year where there was a serious flooding situation in Houston. USLD cites customer comments that network outages were not repaired as quickly as SWBT had done in the past. Unfortunately, USLD's customers are correct, but this problem was not limited to USLD's customers. It similarly impacted SWBT's retail customers, because of the scope and scale of the flooding. Therefore, all network outages, including SWBT customer outages, took longer to restore than intervals to which customers were accustomed. SWBT takes very seriously any claim of unequal treatment, and investigates all such claims. SWBT's investigation of this situation determined that generally repair jobs were adversely affected to the same degree by the situation, not just those repair orders submitted by USLD.

43. In sum, SWBT fulfills the checklist requirement to demonstrate that its retail telecommunications services are ". . . available for resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3)" 47 U.S.C. §271(c)(2)(B)(xiv). SWBT is making all telecommunications services available for resale, under terms and conditions that are reasonable and non-discriminatory per section 251(c)(4). Finally, based upon approved agreements with Brooks, Dobson Wireless, Western Oklahoma Long Distance and the Arbitrators award in Docket

PUD NO. 96-128, SWBT is providing its telecommunications services for resale at wholesale rates on the basis of retail rates less costs that will be avoided, per section 252(d)(3).

## **OTHER TOPICS**

### **Access to Databases and Signaling Necessary for Call Routing and Completion**

44. Comments related to SWBT's OSS include MCI claims that SWBT has not provided access to call related databases and signaling links (SS7, 800/888, line information or AIN). In fact, SWBT has provided access to signaling and call related databases. SWBT offers signaling links to MCI and to all CLECs per the STC (STC Appendix SS7 §I.B and §II.B). These signaling links provide access to the SWBT Common Channel Signaling/Signaling System 7 (CCS/SS7) signaling network, including the capability to establish SS7 trunk groups and to access SWBT databases, other databases, SWBT switches and other switches interconnected to the SWBT signaling network.
45. The STC provides access to the SWBT Toll Free Calling Database (which provides the routing information for 800 and 888 toll-free, dialed calls), the SWBT Line Information DataBase (LIDB) (which provides line information), and to the SWBT Calling Name (CNAM) database (which provides subscriber name information for telephone numbers stored in that database) (STC Appendix 800; Appendix LIDB; Appendix CNAM). The STC describes access arrangements for both the SWBT Advanced Intelligent Network (AIN) databases and the SWBT AIN switches (STC Appendix AIN).

46. The SWBT STC offers MCI and all other CLECs the capability to store information in LIDB and CNAM databases. The compilation of Toll Free Calling Database information is provided by the national service management system (SMS) per the SMS/800 Functions Tariff to Responsible Organization (RespOrgs). MCI is an active RespOrg currently using the SMS/800 database.

**Reciprocal Compensation**

47. On the topic of MCI's claims that the SWBT tandem interconnection rate is not reciprocal, SWBT directs MCI to SWBT's STC and OCC-approved contracts. SWBT has provisions and rates for both tandem interconnection and end office interconnection elements. The applicable rates are the same for the elements and sub-elements used by both SWBT and MCI. MCI's real complaint is over the distinction between what is an end office switch versus a tandem switch. The definition of an end office switch is:

"End Office Switches" which are Class 5 switches where end user Exchange Services are directly connected and offered. (Oklahoma STC);

and a tandem switch is defined as :

"Tandem Office Switches" which are Class 4 switches used to connect and switch trunk circuits between Central Office Switches. (Oklahoma STC).

48. If MCI connects to SWBT's tandem, the cost to terminate traffic on SWBT's network is higher than if MCI would connect to SWBT's end office. This would also be applicable to SWBT. If MCI had a tandem switch that SWBT interconnected to, SWBT would pay a higher termination rate than if SWBT connected to MCI's end office switch.

## **Paging**

49. Contrary to commenters' allegations, SWBT does not charge paging providers for its originating traffic. Moreover, while outstanding issues regarding LECs and paging providers are being resolved by the FCC, SWBT is continuing to provision all services and facilities to paging providers without disruption. Therefore, commenters' argument that SWBT is somehow not complying with the law regarding paging providers is absolutely meritless.
50. While it continues to provision all services and facilities to paging providers, SWBT has requested clarification from the FCC on several issues. One of those issues involves charges for traffic versus charges for facilities. While SWBT does not charge paging providers for SWBT-originated traffic, it intends to charge for the facilities used to transport such traffic to paging providers. This is currently allowed by law: while section 51.703(b) prohibits LECs from charging CMRS providers for LEC-originated traffic, a different provision – section 51.709(b) – would (absent the stay) prohibit charges for facilities used to transport a party's own traffic. Section 51.709(b), however, remains stayed by order of the Eighth Circuit Court of Appeals. Therefore, SWBT believes that nothing prohibits it from charging for originating facilities.
51. While SWBT seeks compensation that is reciprocal, it is actually commenters who seek compensation that is one way, from SWBT to paging providers only. Commenters would have SWBT bear much of the cost of paging providers' services with no possibility of compensation. This would amount to a free

provisioning of services to paging providers at SWBT rate-payers' expense – and would in no way be reciprocal.

52. Because many paging providers have taken the position that the FCC's interconnection rules prevent LECs from collecting any charges from paging providers, SWBT has requested clarification of this issue from the FCC's Common Carrier Bureau. Pending resolution by the FCC, SWBT has told the FCC that it is continuing to provision all services and facilities without disruption<sup>1</sup>. Therefore, SWBT is and always has complied with the law, and commenters' allegations are simply wrong.

## **CONCLUSION**

53. As explained in the document in its earlier filings, SWBT's products, services and unbundled network elements, through its STC and its OCC-approved interconnection agreements with Brooks Fiber, Sprint, ICG and USLD, satisfy each element of the Act's competitive checklist. As explained in the above paragraphs, SWBT has been addressing the concerns of interested third parties. Moreover, SWBT is either furnishing or stands ready to provide every checklist item to any requesting telecommunications carrier for the provision of telephone exchange and exchange access service in compliance with 47 U.S.C §§251 and 252 and the FCC's Rules.
54. This concludes my affidavit.

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<sup>1</sup> Letter from Paul E. Dorin to Regina Kuney, Chief of Common Carrier Bureau, Federal Communication Commission (May 9, 1997)

The information contained in this affidavit is true and correct to the best of my knowledge and belief.

Jan Falkenberg

Subscribed and sworn to before me this 23rd day of May, 1997.

Kathy B Hummert

My commission expires:

May 23, 1997

KATHY B HUMMERT  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXP. MAY 23, 1997



**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554**

In the matter of	)	
	)	
Application of SBC Communications Inc.,	)	
Southwestern Bell Telephone Company,	)	CC Docket No. 97-121
and Southwestern Bell Communications	)	
Services, Inc., for Provision of In-Region,	)	
InterLATA Services in Oklahoma	)	

**AFFIDAVIT OF ELIZABETH A. HAM**

I, ELIZABETH A. HAM, being duly sworn, deposes and states as follows:

1. I am the same Elizabeth A. Ham who provided an affidavit in support of Southwestern Bell Telephone Company's ("SWBT") Operations Support Systems ("OSS") functionality, which was filed with SWBT's Oklahoma Section 271 application.

**PURPOSE OF AFFIDAVIT AND SUMMARY**

2. The purpose of my affidavit is to provide SWBT's reply to opposing comments with regard to CLEC access to SWBT's OSS functions in conjunction with our application for 271 relief in Oklahoma.
3. My initial affidavit showed that SWBT has done all it can to stimulate CLEC interest in SWBT's electronic interfaces and to address CLECs' questions about those interfaces. SWBT has demonstrated its electronic interfaces for AT&T, MCI, Sprint, and other CLECs. SWBT offers CLECs free access for 90 days, first to evaluate the OSS

applications and then to use the OSS functions in a “live” mode. SWBT has established support organizations specifically to serve CLECs; these organizations include an OSS Help Desk, Local Service Provider Service Center (“LSPSC”), and Local Service Provider Center (“LSPC”). They provide nondiscriminatory support to CLECs as they access SWBT’s OSS functions, place service orders, and report trouble conditions. The LSPC and the OSS Help Desk have staff personnel available on a 24 hours per day, 7 days per week.

4. SWBT has delivered on its promise to provide non-discriminatory OSS access to all CLECs, not just AT&T or MCI. Across all functions, SWBT provides a variety of electronic interface solutions. There are both proprietary interfaces developed by SWBT that CLECs may begin using quickly, and application-to-application interfaces based upon industry guidelines (where available) that allow CLECs to build their own custom user software. SWBT’s development of both sorts of interfaces is important, for while AT&T dismisses other CLECs’ need to utilize SWBT’s proprietary interfaces because their entry into local markets will be “on a more limited or narrowly-focused basis,”<sup>1</sup> SWBT intends to accommodate all types and sizes of CLECs and their needs to interface electronically.
5. Large CLECs have stressed their critical need to begin competition with the use of industry standard, long-term, interface solutions. SWBT recognizes this is an important effort for all industry participants. Accordingly, SWBT has expended enormous efforts

and continues to participate in industry forums and individual negotiations of these interfaces. The significant progress SWBT has made to date and the remaining challenges ahead should be appropriately recognized by all industry participants and regulators.

6. SWBT is implementing its offer of OSS access via any of the interfaces included in its Statement of Generally Available Terms and Conditions (STC) for Oklahoma. Moreover, SWBT has 23 interconnection agreements company-wide with OSS functionality defined and priced. Seven CLECs, including AT&T, have chosen to begin their use of OSSs with SWBT proprietary interfaces. The benefits are clear. SWBT's existing proprietary interfaces provide a simple, proven, stable means of access to SWBT's \$2 billion OSS investment. SWBT has taken a leading role in developing industry standard interfaces for access to OSS functions and perhaps is the only RBOC to provide access to its own service order negotiation system (i.e., EASE). For these reasons, SWBT has met its obligation to offer nondiscriminatory access to its OSS functions.
  
7. In addressing the criticisms made by our opponents, we have chosen to focus our reply comments to four broad areas: Operational Readiness, Commitment, Capabilities and the U. S. Department of Justice's (DOJ) Position on Wholesale Process.

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<sup>1</sup> AT&T Dalton ¶ 11

**OPERATIONAL READINESS**

8. Operational readiness of an electronic interface relates to SWBT's responsibilities under the Act to make available to CLECs on a nondiscriminatory basis, access to its operations support systems functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing of unbundled network elements and resold services. The process of making interfaces operationally ready, depending on whether the interface exists or is brand new, involves the modification of front end and back office systems, testing of those modifications, development of new interfaces or functionalities as required or requested by CLECs, testing of the new interface internally and in conjunction with our back office systems, and sizing of the interface to ensure forecasted volumes can be adequately and timely processed. SWBT has performed these functions and has been ready for CLECs to utilize these electronic interfaces since January 1997.
  
9. While we advocate and encourage testing of SWBT electronic interfaces by CLECs (as evidenced by our 90 day free evaluation and trial) and joint testing between SWBT and a CLEC where applicable, it should not be a precondition to determining whether an interface is operationally ready. If that were to be the case, SWBT would be at the mercy of the CLEC's information technology capabilities, training of personnel, and electronic system development schedules, all of which are beyond SWBT's control. In addition, the fact that CLECs have chosen not to or have not been ready to pass meaningful volumes of transactions or order requests to SWBT's electronic interfaces should not be a criteria for determining SWBT's electronic interface readiness. The following paragraphs provide

specific replies to opponents' comments regarding operational readiness.

10. MCI and AT&T contend that SWBT interfaces are not operationally and commercially satisfactory because they or other large CLECs have not established competitive volumes of transactions/orders via SWBT interfaces.<sup>2</sup> Just because a large CLEC is not ready, does not wish to, or is technically incapable of using SWBT electronic systems and interfaces does not classify a system/interface as not commercially ready. As explained in my earlier affidavit on OSS issues, SWBT's EASE, Verigate, DataGate, Order Status, Trouble Administration, and EBI have been commercially operational and serving the needs of SWBT's retail customers, itself, and interexchange carriers for some time. They have processed thousands of transactions, service orders and trouble reports over years of operation and have since been enhanced as required for CLEC utilization.<sup>3</sup> For example, the EASE application is used on a daily basis by over 5,000 internal SWBT service representatives inputting on average 65,000 orders per day for the pre-order and ordering/provisioning functions. EASE affords CLECs the necessary functionality for pre-ordering, ordering, and provisioning of resold services, on precisely the same basis as it is available to SWBT's own employees. EASE is operationally ready regardless of whether or not it has been subjected to any operational readiness test by any CLEC.
  
11. From a CLEC utilization perspective, Valu-Line of Kansas has begun passing "live"

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<sup>2</sup> MCI King ¶ 29; AT&T Dalton ¶ 32

<sup>3</sup> Details volumes for SWBT interfaces are detailed Ham affidavit ¶ 49-58 filed with SWBT 271 application.

service orders electronically via residence and business EASE and will shortly be using CNA for Billing Inquiry, and the service Order Status and Trouble Administration applications of the SWBT Toolbar platform. Likewise, AT&T has been accessing residence EASE since February 1997 to develop and conduct their internal EASE training. AT&T will begin entering "live" employee orders during a test period in late May 1997. Several other CLECs are taking advantage of our free 90-day evaluation period and are conducting tests with Verigate, DataGate, Order Status and Trouble Administration. Because SWBT's OSSs are operated on a centralized basis, all of this experience is applicable to OSS access by CLECs in Oklahoma.

12. MCI's complaints about automated interface capability for complex business arrangements (i.e. involving more than 30 lines)<sup>4</sup> trivializes the complexity of these services both from a system and customer service perspective. This is not a "parity" issue at all. SWBT handles these types of orders manually with its own customers. Due to the unique and varied arrangements that can be negotiated with the customer, SWBT has never developed a front-end interface for its own use for complex business services. Our experiences have determined that quality customer service for these specific types of services can only be provided by individual customer care from specially trained experts. This is what SWBT's Local Service Provider Service Center (LSPSC) offers to every CLEC, just the same as we handle these situations for our own retail customers. In the event that SWBT develops additional electronic functionality for complex services to be

used by SWBT's retail operations, these same enhancements will simultaneously be provided to any CLEC using SWBT's EASE system. In addition, SWBT is working to incorporate complex services requirements into SWBT's EDI Gateway and LEX offerings.

13. Unlike the systems that are used by SWBT itself, and by its retail and interexchange carrier customers, SWBT's EDI Gateway is being developed specifically to accommodate the preferences of CLECs. We agree with a phased<sup>4</sup> approach to systems development and that joint testing and "live" trials are certainly a necessity before "live" activity is allowed to be processed. The development of SWBT's EDI Gateway has followed this approach. Despite the rhetoric of opponents, SWBT also has diligently developed and tested the EDI Gateway. SWBT programmers first completed simulation testing, corrected any problems encountered during the initial testing period, and re-tested the corrected system. Subsequently, a quality assurance team simulated various ordering scenarios and tested any added new functions. A summary of these efforts is attached to my affidavit as Attachment A.
  
14. SWBT has been ready to begin joint tests with CLECs since January 1, 1997, but AT&T is the only CLEC that appears to have progressed enough in their electronic interface development to be remotely ready to begin the complex task of joint testing with SWBT.

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<sup>4</sup> MCI King ¶ 32

<sup>5</sup> AT&T Dalton ¶ 21-32

Even AT&T, however, has slipped the start of the joint tests several times. In the meantime, SWBT continued to perform internal testing to keep validating our system changes as much as possible to foster an even more successful joint test when AT&T was ready. SWBT finally began testing its EDI Gateway interface with AT&T on April 24, 1997. Phase 0 and Phase 1 of the System Readiness Test (SRT) were completed on May 19, 1997. On May 20, joint testing moved into a production environment, starting with select AT&T accounts in a "live" test mode. MCI has just committed this month to utilizing SWBT's EDI Gateway and has targeted October 1997 to begin passing resale services and unbundled network element order requests. It has not been SWBT's fault that the CLECs have not been capable of developing their EDI capabilities to be able to begin the joint testing process any earlier.

15. Claims made by MCI that SWBT has no automated ordering interface for unbundled switching, unbundled transport, trunks, ISDN, or any combination of unbundled elements<sup>6</sup> are incorrect. SWBT's EDI Gateway interface as well as SWBT's LEX interface support the Ordering & Billing Forum (OBF) Local Service Request (LSR) guidelines. This includes the ordering of Switch Ports (unbundled switching with common transport). The Switch Port LSR supports the ordering of trunks and other business arrangements. SWBT's interfaces also support all UNE combinations defined by OBF, including Loop with Port, and Loop with Port and Interim Number Portability. SWBT accepts Local Interconnection Trunks and Unbundled Dedicated Transport requests electronically using

the Access Services Request (ASR) process, also in accordance with OBF guidelines.

Both Network Data Mover (NDM) and Unix Telis electronic interfaces have been modified and are available. The ASR/NDM process is currently being used between SWBT and MCI and other interexchange carriers for the ordering of access services.

16. MCI states that the Electronic Bonding Interface (EBI) has not been tested by any CLEC,<sup>7</sup> yet SWBT “tests” (EBI) daily with MCI and AT&T with actual trouble reports for their access services, including POTS long distance. MCI informed SWBT (May 7, 1997 meeting) that for future EBI local service trouble administration, MCI intends to use the same connection and back office OSSs they currently use for managing access services trouble administration with SWBT. This interface between SWBT and MCI has been operational since September 1995. The fact that MCI intends to utilize the same connection and back office systems for local service as they do for exchange access services also disproves its allegation that SWBT is overstating the importance of interexchange carriers’ experience in the exchange access arena.<sup>8</sup>
  
17. MCI cites supposed limitations of LMOS related to utilizing EBI for local POTS service.<sup>9</sup> MCI’s claims are unfounded. In fact, EBI populates the same fields in LMOS electronically as a SWBT technician does directly into the LMOS system. That is, it is the

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<sup>6</sup> MCI King ¶ 32, 51

<sup>7</sup> MCI King ¶ 67

<sup>8</sup> MCI King ¶ 67

<sup>9</sup> MCI King ¶ 69

same for SWBT technicians directly interfacing LMOS as it is for MCI or any CLEC using EBI to populate LMOS electronically. On January 22, 1997, SWBT provided MCI an updated Joint Implementation Agreement for EBI Version 1.1. This document details how EBI and the LMOS system is used to process POTS trouble reports. Specifically, it explains the differences between MCI's EB requirements and how SWBT has implemented these requirements based on SWBT's back office system capabilities.

18. MCI claims that SWBT is not operationally ready because no CLEC has employed SWBT's daily usage feed.<sup>10</sup> MCI is mistaken. SWBT implemented the Usage Extract Feed functionality in December, 1996. Two CLECs (Dobson Wireless in Oklahoma and USLD in Texas) are currently receiving the Usage Extract Feed electronically on a "live" basis. Moreover, while SWBT concurs with MCI that usage feeds are important and accordingly supports providing electronic transmission of test data to allow for a test period prior to "live" implementation, there is reason to question MCI's readiness and commitment to testing of the usage data. On March 24, 1997, SWBT sent a test file to MCI and to date we have yet to receive feedback, although MCI indicated they would provide feedback within a week. It is also ironic that while SWBT suggested that the file should be sent electronically, MCI insisted that the transmission of the test file be sent via a tape.
19. Assertions were made by AT&T that SWBT's interfaces are not yet ready to support local

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<sup>10</sup> MCI King ¶ 77

service market entry at reasonable volume levels such as those planned by AT&T.<sup>11</sup> We assume this means AT&T believes that SWBT's electronic interfaces do not have the capacity to properly handle AT&T order volumes. In fact, AT&T notes two forecasts<sup>12</sup> submitted to SWBT in 1996 by AT&T representative Surendra Saboo as proof that it has provided forecasts with which SWBT could size its electronic interfaces.

20. SWBT believes that AT&T's forecasts and verbal assertions of impending order volume are not reliable. In April of 1996, AT&T forecasted a combined 70,000 resale orders per month for Missouri, Oklahoma and Texas. In June of 1996, they revised the forecast to 137,000 orders per month for the same states. On March 6, 1997, Mr. Saboo indicated on a conference call with SWBT personnel that each of AT&T's 1000 service representatives will complete 10 orders per day for each of SWBT's Revenue Accounting Offices (RAO). SWBT has seven (7) RAOs. Mr. Saboo also indicated that in 100 days, AT&T would be getting hundreds of bills from SWBT and that the current limitation on the number of end user accounts on the Consolidated Billing Arrangement (CBA) was not satisfactory. If we were to believe the volume of orders AT&T anticipates, then their service representatives will be issuing 10,000 service orders per day times the 7 RAOs within SWBT which equates to 70,000 service orders daily. This in turn indicates that once AT&T is approved in all five states, they expect to capture 7 million or 50% of our customers in 100 days.

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<sup>11</sup> AT&T Dalton ¶ 7

<sup>12</sup> AT&T Dalton ¶ 78; AT&T Dalton Attachments 20 and 21

21. With these far-fetched "forecasts," it is difficult for SWBT to put much value into any of AT&T's figures for any OSS sizing. The fact remains that SWBT has yet to receive a single "live" order from AT&T for any resold service or UNE either manually or electronically. In addition, AT&T has yet to respond to our written request of March 1997<sup>13</sup> for detailed written forecast information. Nonetheless, SWBT is committed to providing sufficient processing capacity to meet the demand of CLECs using any of SWBT's electronic interfaces. For example, SWBT's EDI Gateway alone has been sized to be capable of supporting 100,000 requests for resold services per quarter and 300,000 service requests for unbundled network elements during 1997. SWBT's electronic interfaces made available to CLECs are designed to be scaleable, since these applications utilize state of the art client/server technology. SWBT also has processes in place to monitor capacity needs; thus, hardware can easily be incorporated into the existing infrastructure to accommodate growth as necessary.

### **COMMITMENT**

22. Serious allegations have been made regarding SWBT's commitment in developing access to OSS. AT&T alleges that SWBT has engaged in unwarranted delay and has provided insufficient cooperation for access to unbundled network elements (UNEs).<sup>14</sup> AT&T and

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<sup>13</sup> SWBT forecast letter provided as Attachment E in Ham affidavit filed with 271 application April 11, 1997

<sup>14</sup> AT&T Wren ¶ 8; AT&T Dalton ¶ 12,35

MCI complain about a supposed lack or refusal to supply system specifications<sup>15</sup> documentation. MCI also criticizes SWBT's commitment to industry standard feature identification codes.<sup>16</sup> All of these allegations are false and unfounded, and will be addressed in the following paragraphs.

23. It is ironic AT&T states that a lack of cooperation from SWBT made it difficult for AT&T to gain access to SWBT's OSSs.<sup>17</sup> If SWBT is holding up AT&T, why did it take months for AT&T to accept SWBT's invitation to attend training on the technical aspects of accessing SWBT's DataGate electronic interface? I can only speculate that AT&T was not ready to begin the evaluation process of the interface. More generally, DataGate is an example of how SWBT has taken the initiative, in the absence of a national standards for pre-order access to OSSs, to accommodate the needs of CLECs. DataGate provides a convenient gateway that allows a CLEC to acquire all pre-order information from a single interface, in real-time, using its own negotiation system. AT&T has been testing the DataGate interface since March 13, 1997 and as evidenced by AT&T's affidavit of Nancy Dalton in ¶ 51, has apparently decided that SWBT's proprietary DataGate is a good enough interface to use for the pre-ordering process. In another example dating back to November, 1996, AT&T and SWBT negotiated to establish an Electronic Bonding Interface (EBI) in the trouble administration arena for resale and UNE to be in service August, 1997. AT&T has repeatedly failed to deliver their requirements and meet the

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<sup>15</sup> AT&T Wren ¶ 33; AT&T Dalton ¶ 38; MCI King ¶ 36,51

<sup>16</sup> MCI King ¶ 33,62