BellSouth
Software Development Request

Section 3. Design & Compliance Testing Documentation

Specify below the document type and Technical Reference (if applicable) that is to be used by the Supplier to design the requested feature and by the BellSouth Technical Assessment Center (BTAC) to test the feature for compliance.

Type	Instructions
☐ Industry or BellSouth Specification	Check this box and complete the Technical Reference information below if a BellSouth or industry specification such as a Bellcore GR is to be used by the Supplier to develop the requested feature and used by the BTAC to test for compliance. If full compliance is expected, state so in the description under Technical Specifications. If not, specify which of the requirements, TR Sections, etc., the supplier should comply with. ***Be specific!***
☒ Feature Definition	Check this box if the feature definition is to be used by the Supplier to develop the feature and used by the BTAC to test for compliance. If this option is selected, the feature definition must specify all of the important requirements, functionality, and feature interactions for the requested capability.
☐ Supplier Specification	Check this box if the Supplier is to write the Feature Specification Document which is to be used to develop the feature and test for compliance. If this option is selected, it will be necessary to obtain a copy of the Supplier's FSD for review prior to development.

Technical Reference	Issue Date	Issue #	Revision #
None			

Section 4. Rating

Select the *ONE* Rating which best describes why this feature is being requested.

Rating	Priority	Definition of Rating
☐ Mandatory	1	Capability is mandatory to satisfy a legal or regulatory mandate.
☐ Fundamental	2	Capability is fundamental to the operation of the network and is considered a network necessity.
☐ Reliability	3	Capability is desired to improve or maintain the reliability of the network and/or reduce system outages
☐ Service	4	Capability is desired to improve customer service and satisfaction.
☐ Platform	5	Capability is desired as part of a major network platform or architecture to support new services.
☐ Capacity	6	Capability is desired to increase the capacity of a critical limiting switching system component.
☒ Revenue	7	Capability is desired to increase revenue.
☐ Expense	7	Capability is desired to reduce the expense of operating, administering, or maintaining the network.

BellSouth
Software Development Request

Section 56 Feature Definition

To enter text in any of the description sections, place the cursor in the space below the section title and type.

Feature Synopsis

BST is requesting that NORTEL provide a line option Call Hold feature that provides the same functionality and interactions as existing NORTEL Call Hold feature provisioned in a common block arrangement. This feature should allow a subscriber to place a call on hold and be able to initiate other calls without reverting back to the held call until the subscriber desires to do so. NORTEL's existing Residential Call Hold feature (NTXJ69AA) has a different functionality that does not satisfy BST requirements.

Background

Call Hold is one of three features that in the past was only provisioned from an ESSX-like common block central office arrangement as part of BST's Prestige Communications Services feature. (The other two features are Call Pickup and Call Transfer.) BST plans to provision these three features outside the common block on subscriber's lines as separate line options starting in 1Q98. However, in the DMS100 and DMS100/200 switches, Call Hold (NORTEL's name is Residential Call Hold, NTXJ69AA) does not have the same functionality as the feature in the common block arrangement.

Detailed Feature Description

Residential Call Hold (NTXJ69AA) in the DMS switches works in the following manner: Once RCH is assigned to a line, the subscriber can activate RCH on a call in progress by flashing the switchhook, receiving dial tone, dialing the RCH access code, receiving dial tone again and going on-hook. (The dial tone that is received after the RCH access code is input is not interruptible, i.e., another call cannot be dialed.) The held call is reconnected when the subscriber goes off-hook either from the same set or from another extension. If the subscriber does not pick up the call during a timed interval (up to 3 minutes), the party on hold is automatically disconnected. During the timed interval, the subscriber will hear a periodic reminder ring.

The Call Hold that BST wants works in the following manner: Once CH is assigned to a line, the subscriber can activate CH on a call in progress by flashing the switchhook, receiving dial tone, dialing the CH access code, receiving dial tone again, and if desired, dial a third party and wait for the answer. CH can be invoked again as before which places the third party on hold and reestablishes the connection between the subscriber and the original held call. The subscriber can continue to alternate between calls by flashing and dialing the CH access code. The held call cannot be added to the original call to form a three way call, but the original connection can be retrieved by flashing. If the CH subscriber disconnects with a party on hold, the subscriber is automatically rung back and, upon answer, is reconnected to the held party. There should be no timers for the Call Hold feature which would limit the amount of time that a call can be held. Also reminder rings are not required.

Technical Specifications

Not Applicable.

End-User Perspective

Once CH is assigned to a line, the subscriber can activate CH on a call in progress by flashing the switchhook, receiving dial tone, dialing the CH access code, receiving dial tone again, and if desired, dial a third party and wait for the answer. CH can be invoked again as before which places the third party on hold and reestablishes the connection between the subscriber and the original held call. The subscriber can continue to alternate between calls by flashing and dialing the CH access code. The held call cannot be added to the original call to form a three way call, but the original connection can be retrieved by flashing. If the CH subscriber disconnects with a party on hold, the subscriber is automatically rung back and, upon answer, is reconnected to the held party. There should be no timers for the Call Hold feature which would limit the amount of time that a call can be held. Also reminder rings are not required.

OAM&P Requirements

CH should be a line option provisioned via a service order on RES lines. This feature should interact with other existing features in the same manner as comparable features in the present Prestige Communications Service.

Exhibit AJV-3

Nortel Firm Price Quote for Call Hold Feature

Northern Telecom
5555 Windward Parkway, Suite B
Alpharetta, GA 30201-3895

Tel 770 661-4000

January 28, 1998

Ms. Deborah Holter
Staff Manager Infrastructure Planning
BellSouth Telecommunications, Inc.
Room 25T30 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

NORTEL
NORTHERN TELECOM

Reference Software Development Request Feature ID #30898 - Call Hold (CHD) on Residential (RES) Lines.

Dear Debbie,

On January 5, 1998, Nortel provided BellSouth with an Order of Magnitude Price Quote of $1.1M to develop the Call Hold on RES Lines feature in the NA010 release and include the capability to bridge that feature back to the NA007, NA008 and NA009 releases. Subsequent to that Quote, Nortel provided a verbal Order of Magnitude Estimate of $825,000 for the feature to be developed excluding any bridging capability.

In consideration of BellSouth's need to have a firm price for business case purposes, Nortel accelerated the process, performed an in-depth evaluation for feature development and determined firm pricing as described in the attached Firm Price Quote for BellSouth and as shown below:

- Option #1 - Firm price of $0.7M dollars for Call Hold on RES Lines feature developed and delivered only in NA010 release.

- Option #2 - Firm price of $0.9M dollars for Call Hold on RES Lines feature developed in the NA010 release with the feature patch in the NA007 release and propagated to the NA008 and NA009 releases. The feature patch in NA007 to be delivered six (6) months after contract closure and development start.

The window of opportunity for development of this feature in the NA010 will soon close. Therefore, the firm price quotations options will expire on February 13, 1998. In addition, and assuming there are no changes to the feature request, a contractual commitment in the way of a non-cancelable Letter of Agreement will need to be executed by February 20, 1998.

Thank you in your continued interest in Nortel products. If you have any questions, you may contact me at 770-661-4103.

Sincerely,

R.H. Burton

Richard H. Burton
Sr. Account Manager
BellSouth Account

Attachment.

Custom Solutions

Firm Price Quote for BellSouth

NORTEL
NORTHERN TELECOM

Call Hold (CHD) on RES Lines

Delivery Method: Option 1: Feature only in NA010 release.
Option 2: Feature in NA010 & Feature patch in NA007 & patch propagation to NA008 & NA009.
Feature Patch in NA007 will be delivered 6 months after contract closure & development start.

Firm Price Quote Option 1: **$ 0.7 M** or
Option 2: **$ 0.9 M** for the entire BellSouth (BST) network of DMS-100s, based on the NTP (shown below)

Payment Schedule: TBD at the time of contractual commitment. Suggest typical schedule of 25 % of the total in each of the four quarters of '98.

Specifications:
1. Based on the BellSouth Software Development Request Feature ID # 30898
2. NTP 297-8001-3505 Standard 0.601 March 1997 Datafilling MDC Minimum - Call Hold

Expiry: This Price Quote will expire on **February 13, 1998**. (To meet the NA010 delivery requirements).

Requested Next Steps: To deliver the feature in NA010 (assuming no changes to the feature request), a contractual commitment (e.g.: non-cancelable LOA from BST) is required before **2/20/98**.

Bell South Contact: Deborah C. Holter (Subject Matter Expert)

Local Nortel Contact: Richard Burton (Sales)

Abstract: This feature provides the Centrex Call Hold functionality on RES lines as described in
1. Based on the BellSouth Software Development Request Feature ID # 30898 and in
2. NTP 297-8001-3505 Standard 0.601 March 1997 Datafilling MDC Minimum - Call Hold

Dependencies: This feature is dependent on the Centrex Call Hold feature:

BAS Generic	BAS00003
MDC Minimum	MDC00001

Exhibit AJV-4

BellSouth Letter to all CLECs - Notification of Contractual Changes

BELLSOUTH

BellSouth Interconnection Services
675 West Peachtree Street
Atlanta, Georgia 30375

Customer Letter / Announcement
SN91081333

Date: June 16, 1998

To: All Competitive Local Exchange Carriers (CLECs)

Subject: CLEC - Notification of Contractual Changes

As a result of changes in BellSouth policies, the standard Resale and Interconnection Agreements are being revised to reflect updates to the terms and conditions for the following categories:

- Performance Measurements
- Intrastate Access for customers purchasing Unbundled Network Elements
- Resale Discount Applications for Customer Service Arrangements (CSAs) in certain states
- Local Tandem Access
- Unbundled Network Element Recombinations to reflect 8th Circuit Court Decision
- Year 2000 Compliance

Questions regarding these revised terms and conditions should be directed to your Negotiator, or you may call 1-888-461-9030.

Sincerely,

ORIGINAL SIGNED BY JIM BRINKLEY

Jim Brinkley - Director
Interconnection Services

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of

Application by BellSouth Corporation for Provision of In-Region, InterLATA Services in Louisiana	**CC Docket No. 98-121**

REPLY AFFIDAVIT OF LYNN A. WENTWORTH

1. My name is Lynn A. Wentworth. I am Vice President and Chief Financial Officer of BellSouth Long Distance, Inc. ("BSLD"). I previously provided an affidavit in support of BellSouth's application in this docket.
2. I file this affidavit to reply to certain allegations and arguments (collectively the "Allegations") of AT&T, MCI and Sprint.[1] In order to respond directly to the Allegations, my affidavit assumes that the requirements of Section 272 of the Telecommunications Act of 1996 (hereafter "Section 272") apply to BSLD transactions with BellSouth Telecommunications, Inc. ("BST"). As explained in BellSouth's brief and affidavits previously filed in this docket, Section 272 will not apply to BellSouth until BellSouth engages in one or more of the activities that require a 272 affiliate.
3. I note that only the three entities that control most of the interLATA long distance market have challenged BellSouth's demonstration that it will carry out its activities in accordance with Section 272. In addition, only AT&T has submitted an affidavit attempting to support its allegations. MCI and Sprint have filed no affidavits. As I demonstrate below, the Allegations of these parties should be disregarded by the Commission.

[1] Citations to "AT&T _____", "MCI _____", and "Sprint _____" refer to the briefs of those parties. Citations to "McFarland _____" refer to the affidavit of AT&T employee Patricia McFarland.

4. The Allegations ignore BellSouth's compliance with Section 272(b)(5). So that there is no misunderstanding, let me again be clear: we have posted at the BellSouth website (http://www.bellsouth.corp.com, hereafter the "website") the entirety of the rates, terms and conditions of all our current non-tariff transactions and provided at least a summary (and in one case, the entire agreement) of all past transactions with BST. No transaction, current or past, has been omitted. The agreements posted, coupled with BST's publicly available tariffs, represent all of the current transactions between BST and BSLD.[2] These actions exceed the Commission's requirement to post only a summary of transactions, and they provide a complete response to the allegations that BST and BSLD are in violation of Section 272 (AT&T 78-79, MCI 65-66), that BellSouth has failed to divulge all transactions (AT&T 79-82, McFarland ¶ 35, MCI 65, 69), and that BellSouth has failed to provide detailed specific evidence (AT&T 80-82, MCI 65-66, McFarland ¶¶ 7, 10, 20, 24-33).

5. AT&T suggests that BSLD is not in full compliance regarding its past transactions with BST. See McFarland ¶¶ 25-30. AT&T ignores, however, the explicit language in my original affidavit that explains that six of the twelve past transactions were development work associated with current contracts whose rates, terms and conditions are included in their entirety at the BellSouth website, and that one other past transaction was the subject of a written agreement also reproduced in its entirety. See original affidavit of Lynn A. Wentworth, ¶14 (App. A, Tab 26). The remainder of the past transactions were reduced to writing through the billings sent by BST to BSLD. Thus, all transactions have been reduced to writing and all have been at least summarized at the website. All ongoing transactions have their agreements provided in their entirety at the website.

6. No transaction has been removed from the website. All ongoing transactions are conducted pursuant to the agreements published in their entirety or pursuant to publicly available tariffs. The past transactions were, in half of the cases, developmental work for the ongoing transactions, and in the other half are expired transactions for such things as an employee expense correction and library research. Four transactions (i.e., Interoffice

[2] In a strained effort to delay BellSouth's interLATA entry, the McFarland affidavit (¶34) attempts to distinguish the agreements from "transactions". Its language, however, implicitly concedes that there is no distinction. By defining a "transaction" as an agreement "...on the terms and conditions for exchange of information, facilities, and

Testing, End to End Testing, Collocation, and Telecommunications Services) previously described as "past" were (and are) in fact ongoing, and accordingly, their summaries have been removed from the past transaction section. The entirety of the rates, terms and conditions for such transactions were and continue to be included among the agreements reproduced in their entirety at the website (and, in the case of telecommunications services, in BST tariffs).

7. AT&T also criticizes BellSouth's employee compliance procedures as insufficient (AT&T 82-83, McFarland ¶¶11, 24, 55-58, 60, 63, 65, and 74). Their criticism nowhere addresses the strong compliance program described in my original affidavit. As that affidavit explained (¶15), every BSLD employee is given specific training on the requirements of Section 272 by the BSLD Legal department, and accounting department personnel receive particular training on their Section 272 responsibilities.(¶11)

8. While some of the Allegations seek to establish an extra-statutory standard for separation of directors between BST and BSLD (see AT&T 84, Sprint 60-63) none dispute that the directors of BST and BSLD are not the same. This admitted fact demonstrates compliance with the statute's and the Commission's requirements that the same person may not simultaneously serve as an officer, director or employee of both a BOC and its 272 affiliate. See Non-Accounting Safeguards Order, ¶178, n. 432.

9. Sprint (p. 64) also complains that BSLD will provide BST with sales tools to market BSLD's long distance service. The sales tools will permit BST agents to, among other things, compare BSLD services with those of BSLD competitors. Joint marketing is specifically permitted by Section 272(g)(3), and marketing surely contemplates the comparison of services marketed by the agent with services of competitors.

10. Sprint (pp. 64-65) also alleges that BellSouth has not stated broadly enough that BST and BSLD will not perform operating, installation and maintenance functions associated with the other's facilities. While BellSouth does not agree with Sprint's interpretation of the Commission's requirements, neither BST nor BSLD have performed, or contemplate performing, operating, installation or maintenance functions associated with the other's

---

services," the McFarland affidavit (¶35) equates (correctly) the BST/BSLD posted agreements with transactions. In short, the "agreements" and "transactions" are the same thing.

facilities. We have and will comply with the Commission's requirements related to operational independence.

11. Sprint (pp. 64-65) also alleges that Appendix A to the Facility Use Agreement is not present. This allegation is simply erroneous. A check of the website will show that the appendix is present.

12. AT&T (p. 82; McFarland ¶¶51, 53) and MCI (p.73-74) allege that BSLD has an obligation to disclose transactions with non-BST affiliates, although they do not and cannot reference such an obligation in Section 272. In any event, BSLD provides no service to any non-BST affiliate that "chains" into BST.

Lynn A. Wentworth

STATE OF Georgia)
)
COUNTY OF DeKalb)

Subscribed and sworn before me, the undersigned authority, on this 26th day of August, 1998.

NOTARY PUBLIC

LISA A. GRAFFAGNINO - NOTARY PUBLIC
County of DeKalb
State of Georgia
My Commission Expires Nov. 6, 2001

1

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C.

In the Matter of	)	
	)	
Petition of LCI International	)	
Telecom Corp. and Competitive	)	
Telecommunications Association	)	**RM 9101**
	)	
for Expedited Rulemaking to	)	
Establish Reporting Requirements	)	
and Performance and Technical	)	
for Operations Support Systems	)	

COMMENTS OF SPRINT CORPORATION

Leon M. Kestenbaum
Jay C. Keithley
H. Richard Juhnke
1850 M Street, N.W., 11th Floor
Washington, D.C. 20036
(202) 857-1030

July 10, 1997

final element, also shown in the Proposed Service Quality Measurement column, is the default performance standard, or the benchmark value. The benchmark value is that the CLEC should always receive data back from the ILEC within five seconds and, 98% of the time, within two seconds after the query is launched.

These default or benchmark values require some elaboration to understand their context. Sprint (and, Sprint believes it is fair to say, the other LCUG members) did not intend that these benchmark values should be a hard-and-fast rule or a performance standard applicable to all ILECs. Rather, it has been the LCUG members' view that all they are entitled to is parity with each ILEC's own performance (unless that performance is clearly deficient, e.g., not in compliance with state commission quality of service standards, in which case, as discussed above, the ILEC should furnish at least state-compliant service to CLECs), and that the ILEC's performance for one CLEC does not unduly discriminate against that CLEC vis-à-vis the quality of service given to other CLECs and to the ILEC itself. What constitutes parity may thus differ from one ILEC to the next. However, what constitutes parity cannot be determined without information as to each ILEC's own internal performance.

In the LCUG members' individual interconnection negotiations with ILECs, many ILECs were simply not forthcoming about their own internal quality of service measurements or standards. In the absence of such information from the ILECs, the LCUG members developed by general consensus and proposed their own default service quality benchmarks, predicated on the existence of robust systems interfaces between ILECs and CLECs, and based in part on agreed-upon performance levels in CLEC-ILEC interconnection agreements, and in part on state commission quality of service standards.

Consumer Federation of America

Consumers Union
Publisher of Consumer Reports

August 13, 1998

Mr. William E. Kennard, Chairman
Federal Communications Commission
1919 M Street, NW
Washington, DC 20554

Dear Chairman Kennard:

Consumers Union and the Consumer Federation of America respectfully request that the Commission open an immediate investigation into whether long distance carriers have passed through, in an equitable manner, all the cost savings they received during 1998 as a result of carrier access charge restructuring and per-minute access reductions. Based on data collected from the Commission, interexchange and local telephone companies, we believe that as much as $2 billion in interexchange price reductions have not been passed through to consumers and businesses in the form of rate reductions for 1998. Based on the distribution of residential and business calling, this means that consumers have been overcharged more than $1 billions by AT&T, MCI, Sprint and smaller carriers. We therefore ask the Commission to modify its rules so that access charge reductions would be credited to each customer's account, rather than applied to the per-minute charges assessed to interexchange carriers.

After the FCC reduced interexchange carriers' per-minute access charges by about $3.2 billion in January 1998, and further reduced them by about $360 million in July for the remainder of this year, we have been unable to find any substantial rate reductions offered on the most advertised and commonly used residential schedules of the major long distance carriers. Taking into account the increased universal service charges these carriers incurred, and the portion of the Presubscribed Interexchange Carrier Charge (PICC) they have not passed on to their customers, we still find more the $2 billion in net savings to the long distance companies that have not been translated into scheduled rate reductions for the vast majority of residential long distance customers.

Although these findings make it more obvious than ever before that segments of the long distance market are not nearly as competitive as the Commission previously concluded in fully deregulating pricing in the long distance industry, we are not asking the FCC to re-regulate long distance. Instead, we ask that the Commission revise its rules in a manner that ensures equitable flow through of access charge reductions. By calculating access reductions on a per-account or per-line basis, local exchange carriers could provide direct credits (against the Subscriber Line Charge, for example) to each

consumer. ensuring dollar-for-dollar flow through of access reductions. If this accounting change were immediately instituted. consumers could be credited for all the PICC and universal service charges assessed for 1998 (about $1 billion in total).

It is critical that the FCC take steps to ensure full flow through of access savings before further charges are added to consumers' bills (PICC charges are scheduled to increase by $.50 - $1.00 per month in January, 1999). If the long distance companies are not required to distribute their savings equitably among all customers, consumers will be charged about $3 billion in long distance line-item charges in 1999 without an assurance of any per-minute rate reductions.

Sincerely,

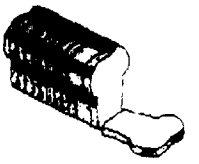
Gene Kimmelman
Consumers Union

Dr. Mark Cooper
Consumer Federation of America

cc: Commissioner Susan Ness
Commissioner Harold W. Furchtgott-Roth
Commissioner Michael K. Powell
Commissioner Gloria Tristani

HOW MUCH DOES $3 BILLION BUY?

2,222,222,222 Loaves of bread



OR

22 Loaves per Household

1,363,636,363 Sacks of potatoes

OR

13 Sacks per Household

1,153,846,153 Gallons of milk

OR

11 Gallons per Household

150,000,000 Pairs of jeans

OR

1 Pair per Household

300,000,000 Lunch boxes

OR

3 Lunch Boxes per Household

214,285,714 Tanks of gas

OR

2 Full tanks per Household

OR

Fly the entire population of Iowa and Tennessee to Washington, DC for a weekend.

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Before the

FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of:

Application by BellSouth Corporation,
BellSouth Telecommunications, Inc.,
and BellSouth Long Distance, Inc.
for Provision of In-Region, InterLATA
Services in Louisiana.

CC Docket No. 97-231

COMMENTS OF THE LOUISIANA PUBLIC SERVICE COMMISSION

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