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COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY

Inquiry by the Department of Telecommunications and Energy into Bell Atlantic's Compliance with Section 271 of the Telecommunications Act of 1996	))))	D.T.E. 99-271

JOINT DECLARATION OF
SHERRY LICHTENBERG AND JOHN SIVORI
On Behalf of MCI WorldCom, Inc.

Based on our personal knowledge and on information learned in the course of our duties, we, Sherry Lichtenberg and John Sivori, declare as follows:

1. My name is Sherry Lichtenberg. I am Senior Manager for Product Development for MCI WorldCom. My duties include designing, managing, and implementing MCI WorldCom's local telecommunications services to residential customers on a mass market basis in the Bell Atlantic territory and nationwide, including operations support systems and facilities testing. I have eighteen years experience in the telecommunications market, three years with MCI WorldCom and fifteen years with AT&T. Prior to joining MCI WorldCom, I was Pricing and Proposals Director for AT&T Government Markets, Executive Assistant to the President, and Staff Director for AT&T Government Markets.

2. My name is John Sivori. I am Senior Manager in MCI WorldCom's Information Technology Organization. My duties include the planning and implementation of electronic interfaces for pre-ordering and ordering operations in support of MCI WorldCom's entry into local telecommunications markets in the region served by Bell Atlantic, as well as nationwide. From 1986 through 1996, I was a member of the Telecommunications Industry Forum Executive Board, and

served as chairman of the TCIF Electronic Data Interchange Committee and the TCIF Electronic Commerce Committee. Before joining MCI WorldCom, I was the Director of Electronic Commerce in support of the Deputy Secretary of Defense - Acquisition Reform for the United States Department of Defense. Prior to that time, I worked for Bell Atlantic, AT&T, and Western Electric in various management positions. I have thirty years of experience in the telecommunications industry, with over fifteen years experience in planning, implementing, and managing large scale, integrated computer systems. I have been directly involved in the development of telecommunications industry standards.

3. The purpose of this Joint Declaration is to respond to the claims of Bell Atlantic-Massachusetts ("Bell Atlantic" or "BA-MA") that it is today providing MCI WorldCom with timely, reliable, and nondiscriminatory access to the Operations Support Systems ("OSS") functions needed to support competitive entry into the local markets in Massachusetts. In support of this claim, BA-MA relies on intermingled data and test results regarding the performance of the same functions by Bell Atlantic in New York. See, e.g., Affidavit of Stuart Miller on Behalf of BA-MA (May 21, 1999), at ¶¶ 51, 60, 64-68, 76. ("Miller Aff."). Consequently, MCI WorldCom's extensive experience with BA-NY's OSS is relevant to determining whether BA-MA has proven that it is satisfying the requirements of Section 271. In our Declaration, we discuss specific deficiencies remaining in BA-NY's OSS systems, interfaces, and processes, as well as specific problems with BA-MA's OSS, and what steps must be taken before MCI WorldCom and the other Competitive Local Exchange Carriers ("CLECs") can compete effectively against BA-MA.

I. Automated Access to Basic Operations Support Systems and Functions is Critical to a CLEC's Ability to Compete in Local Markets.

4. It is well established that in order to compete effectively against an ILEC, a CLEC must have nondiscriminatory access to each of the five basic OSS functions (i.e., pre-ordering, ordering, provisioning, billing, and repair and maintenance). Because of the importance of OSS access, the burden rests with the ILEC to show that CLECs have access to the same OSS functionalities of the same quality, reliability, accuracy, and timeliness as the ILEC and that the ILEC can sustain the requisite level of performance while supporting commercial volumes of CLEC transactions. The FCC has held that in order to carry this burden, an ILEC must show both that CLEC access to OSS is nondiscriminatory on its face and that its OSS functions are operationally ready as a practical matter. Second BellSouth Louisiana Order ¶ 85.

5. In terms of functionality, timeliness, accessibility, reliability, and overall quality, the systems available to CLECs must be indistinguishable from the ILEC's. See Ameritech Michigan Order ¶ 143 ("[T]he BOC [must] provide the same access to competing carriers that it provides to itself."). More specifically, where the ILEC employs automated, flow-through systems, it must provide the same automated, flow-through access to the CLECs. Ameritech Michigan Order ¶ 137; BellSouth South Carolina Order ¶ 107. And, where the ILEC is able to integrate its pre-ordering and ordering functions so as to eliminate the need for its representatives to rekey information, the ILEC must provide the CLECs with the same capability. Second BellSouth Louisiana Order ¶ 96.

6. The reason for this is clear. In practice, manual intervention on either side of the ILEC/CLEC interfaces inevitably results in errors and delays, which limit the number of transactions

the CLEC can accurately process and, thus, limit the CLEC's ability to support increasing numbers of customers. An ILEC could, of course, commit sufficient staff and resources to manual processing to create the illusion of adequate OSS for a limited period of time and at relatively small volumes of CLEC orders. But this illusion could not be sustained over time or at commercial volumes of orders.

7. In order to achieve the requisite integration of pre-ordering and ordering as well as the necessary real-time or near real-time pre-ordering response and processing times, the ILEC must develop and implement application-to-application interfaces for pre-ordering and ordering. Experience has shown that GUI interfaces are too slow and cumbersome, and automated integration of these key OSS functions with a CLEC's back end systems is simply not possible with these rudimentary interfaces.

8. In recognition of their fundamental importance, the industry standards bodies, operating under the auspices of the Alliance for Telecommunications Industry Solutions ("ATIS"), have consistently endorsed application-to-application interfaces for ILEC/CLEC transactions. ATIS has adopted Electronic Data Interchange ("EDI") as the standard interface for pre-ordering, ordering, and provisioning,[1] and the Electronic Bonding Interface ("EBI") for repair and maintenance. If a CLEC is to compete on a national scale in local markets, these are the interfaces that an ILEC must be required to develop and implement.

[1]The industry fora have further agreed that Transfer Control Protocol/Internet Protocol ("TCP/IP") should serve as the transport protocol and Secured Socket Layer 3 ("SSL3") should be the security protocol for EDI for pre-ordering.

9. BA-MA had not today shown that it can provide adequate OSS access. In what follows, we discuss the specific deficiencies of BA-MA's OSS offerings.

II. BA-MA Has Not Demonstrated That It Provides Nondiscriminatory Access to the Basic OSS Functions.

A. BA-MA Does Not Provide Nondiscriminatory Access to the Key Pre-Ordering Subfunctions.

10. Pre-ordering is the process by which a CLEC gathers and verifies the information needed to place an order for local service. The most basic pre-ordering subfunctions are: (1) access to customer service records ("CSRs"); (2) address validation; (3) telephone number selection and reservation; (4) due date availability and reservation; and (5) service and feature information. See, e.g., Second BellSouth Louisiana Order ¶ 94. In addition, the following eight pre-ordering subfunctions are important to complete customer service: (6) directory listing information; (7) xDSL Loop Qualification; (8) Installation Status; (9) Service Order Inquiry; (10) Loop Qualification--Basic and Extended; (11) Carrier Access Billing CSR; and (12) Channel Facility Assignment. A brief description of each subfunction follows.

11. CSR Information. The CSR provides the basic service information (including the customer's name, service address, telephone number, current service and features, directory listing, and long distance and intraLATA carriers) that a CLEC needs to take and place a customer's order to switch service from the ILEC to the CLEC. Without access to the CSR, the CLEC would have to get the information from the customer himself, which is problematic for several reasons. The customer may not know or recall certain information, such as which services and features he currently has. Equally important, customers have come to expect their local carriers to possess this information, and in order

to compete effectively against the ILEC, a CLEC must be able to meet these customer expectations just as the ILEC can.

12. Address Validation. A CLEC must also be able to confirm with the ILEC that the CLEC has the customer's proper service address before placing an order. This is critical because if the address entered on a customer's order does not match precisely in both form and content the service address held by the ILEC for that customer the order will be rejected. Also, without a complete and valid service address, the CLEC cannot reserve a telephone number for the customer, schedule a due date for service, conduct other important pre-ordering inquiries, or create an order for service.

13. Telephone Number Selection and Reservation. The CLEC must be able to select and reserve a telephone number for the customer during the pre-ordering process. In addition, the CLEC should be able to return unneeded telephone numbers. The ILEC has these capabilities, and customers have every right to expect that a CLEC will too.

14. Due Date Availability and Reservation. The CLEC must be able to determine what dates are available for new installed service and to reserve reliable due dates for when the customer will begin receiving his new service.

15. Service and Feature Information. The CLEC must be able to determine which services and features it can offer a customer. The particular switching facilities serving a customer may not, for example, be able to support certain services and features. Just like the ILEC, a CLEC must know which services and features are available for which customers.

16. Directory Listing Information. The directory listing inquiry allows a CLEC access to the customer's directory listing as it appears in the ILEC's directory database. While the customer's CSR may have some of his directory listing information, a CLEC should be able to obtain the customer's complete listing information via an independent query.

17. Installation Status. The installation status inquiry gives a CLEC the same capability as the ILEC to receive a report on the status of an order being provisioned. This inquiry serves two important functions. First, it enables the CLEC to respond quickly and accurately to customer questions regarding their service--an important capability for any local carrier. Second, it permits a CLEC to track the progress of all of its orders on a daily basis and, thereby, to catch problems or delays with order provisioning as early in the process as possible.

18. Service Order Inquiry. The service order inquiry provides the CLEC with a copy of the service order as received and processed by the ILEC. As with the installation status subfunction, the service order query serves two functions. It allows the CLEC to confirm the accuracy of the order if a customer calls or simply as part of a standard quality assurance check.

19. xDSL Loop Qualification. Different types of Digital Subscriber Line ("xDSL") service require different loop specifications (i.e., loop length, resistance, the absence of bridge taps and load coils, etc.). See Joint Declaration of Annette Guariglia, Karen Kinard, Sherry Lichtenberg and Arlene Ryan on behalf of MCI WorldCom, D.T.E. 99-271 (November 30, 1999), ¶ 74 (discussing xDSL and loop qualification information). In order, therefore, to confirm for a customer whether that customer's loop is qualified for xDSL service, the CLEC must have access to the ILEC's xDSL loop qualification information.

20. Loop Qualification--Basic and Extended. Some enhanced services, like ISDN, require that the local network have extended (as opposed to basic) signaling capabilities. In order, therefore, to determine whether a particular customer's loop is qualified for a particular enhanced service, the CLEC must have access to the ILEC's basic and extended loop qualification information.

21. Carrier Access Billing CSR. In New York, once a customer migrates from BA-NY to a CLEC, BA-NY transfers that customers CSR information from its CRIS system to its Carrier Access Billing System. If the same is true in Massachusetts, then in order to ensure that BA-MA's records accurately reflect the status of the customer, a CLEC must be able to access BA-MA's migrated customer records, known as CABS CSRs.

22. Channel Facility Assignment. Also in New York, the channel facility assignment identifies the precise point of interconnection between the CLEC and BA-NY for a specific unbundled loop customer. If this is also the case in Massachusetts, then a CLEC must be able to report not only the customer's name and location but also her channel facility assignment if a problem arises with her service.

23. As MCI WorldCom explained in its initial comments to the Department, in order to compete effectively, a CLEC must have application-to-application access to the basic pre-ordering subfunction for at least two reasons. Initial Written Comments of MCI WorldCom, Inc., D.T.E. 99-271 (July 19, 1999), at 31 ("MCI WorldCom Comments"). First, many pre-ordering subfunctions occur while the customer is on the phone with the CLEC sales representative, and so must be processed in real-time or near real-time. Second, the CLEC must be able to eliminate the need for manual intervention between the pre-ordering and ordering processes by integrating those functions.

Both the requirement of near real-time speed and the need to integrate the pre-ordering and ordering functions require an application-to-application interface for pre-ordering.

24. Another basic pre-ordering requirement is that the CSR and address validation information provided by the ILEC must be parsed. Parsing is critical because it separates customer information into identifiable fields (e.g., listed user name, street number, street name, directional, etc.), rather than having the critical details appear as part of a single, unfielded data element. The only reliable way to transfer the information from an unparsed response to the CLEC systems or to automatically populate orders is to retype the data manually. Inevitably, delay and errors result. The problem is compounded by the fact that because the CLEC cannot manipulate or reformat the data electronically, the customer information appears to the CLEC representatives in whatever format the ILEC transmits it. Only with parsed CSRs and address validation responses can a CLEC control the presentation of the information to its sales and customer service representatives, load the information effectively into its databases, or use the information to automatically populate firm service orders.

25. In sum, in order to compete effectively, MCI WorldCom must have access to the basic pre-ordering subfunctions, including parsed CSR and parsed address validation responses, and that access must be provided via an application-to-application interface. BA-MA does not today support the necessary pre-ordering access.

26. BA-MA contends that it uses the same backend systems as BA-NY to support pre-ordering. Miller Aff. ¶¶ 20-21; see also BA-MA Replies to DTE-ATT 1-5, 1-80, 1-81. In fact, it is our understanding that BA-MA's pre-ordering systems and databases differ in important ways from those used by BA-NY. BA-MA has not yet implemented the new Live Wire systems for address

validation and telephone number selection, which BA-NY introduced into production earlier this year. This just serves to reinforce the importance of the Department's decision to require independent OSS testing in Massachusetts rather than simply relying on the test results from New York.

27. Assuming, however, that the pre-ordering interface developed for use in New York proves workable in Massachusetts, significant deficiencies remain even with that interface. In fact, after more than a year of intense development work with BA-NY and millions of dollars invested, MCI WorldCom still does not have application-to-application access to most of the pre-ordering subfunctions in New York. After experiencing delay after delay in the development process, MCI WorldCom focused on at least implementing parsed CSR and address validation capabilities before the end of the year. MCI WorldCom implemented parsed CSR in September and limited address validation functionality in November. The GUI will provide the only access to the other pre-ordering inquiries, including telephone number reservation, due date availability, and service and feature availability, until sometime next year.

28. MCI WorldCom is concerned with the stability and reliability of the Bell Atlantic EDI interface for pre-ordering in New York. Since putting the parsed CSR subfunction into production in New York in September, MCI WorldCom has experienced almost daily outages of the interface, especially during the peak sales hours of 6:00 p.m. to 9:00 p.m.[2] This is critical functionality. As discussed above, MCI WorldCom depends on the CSR for the customer's basic ordering

[2]MCI WorldCom is also experiencing slow response times for the parsed CSR. At this point, it appears that MCI WorldCom, and not BA-NY, may be largely responsible for the delayed responses, but BA-NY and MCI WorldCom are still working on the problem.

information, and, without a parsed CSR, MCI WorldCom cannot eliminate the need for manual intervention between its pre-ordering and ordering processes. If MCI WorldCom is to compete effectively, the outages must be eliminated, and the interface must be stabilized.

29. Another problem with the parsed CSR functionality offered by BA-NY is that it is apparently only available on orders for certain products and services. BA-NY cannot today provide parsed CSRs, for example, for ISDN orders. In all the months that MCI WorldCom worked with Bell Atlantic in New York to implement parsed CSR, the only limitation BA ever mentioned was that it would not be providing parsed CSRs for complex business orders. Despite MCI WorldCom's persistent requests for further clarification of the limitations on parsed CSRs, BA-NY has yet to provide a definitive response. Bell Atlantic should provide the parsed CSR functionality as previously represented, without any new exceptions.

30. The address validation function implemented in November in New York is also significantly limited. Today, MCI WorldCom can only validate addresses using the customer's working telephone number. Address validation based on the customer's address will not be in place before next year. Since new customers do not have working telephone numbers, this means that MCI WorldCom will not be able to use address validation for new customers until next year.

31. Thus, MCI WorldCom does not have application-to-application access to most of the pre-ordering subfunctions and must rely on alternative means to accomplish these tasks. For address validation for new customers, for instance, MCI WorldCom relies on a special software that validates addresses using listings from the post office. While far from ideal, this approach at least avoids the delays and problems associated with using BA-NY's GUI.

32. Unfortunately, MCI WorldCom has no alternative but to use the GUI to reserve telephone numbers for these new customers. The way this is done today is that the MCI WorldCom sales representative puts the customer on hold while he contacts a second MCI WorldCom representative who is trained on the GUI, and the second representative accesses the GUI and reserves the telephone number. The original sales representative then keys the number into MCI WorldCom's systems, returns to the customer, and completes the pre-ordering process. MCI WorldCom could not sustain a significant increase its customer base for long with such splintered and manually intensive processes.

33. The lack of an application-to-application interface for pre-ordering has also prevented MCI WorldCom from integrating the due date selection and reservation subfunction into its pre-ordering operations. MCI WorldCom's access to BA-NY's SMARTSCLOCK scheduling system is limited to the GUI. Making matters worse, BA-NY does not permit a CLEC to reserve due dates at all. The CLEC may only view the times currently available on the SMARTSCLOCK calendar.

34. MCI WorldCom also lacks application-to-application access to service and feature information for the customer's switch. This, however, is not nearly as problematic for MCI WorldCom. Because service and feature availability information is relatively static, MCI WorldCom is able to down load the relevant switch information in bulk into its internal databases and, thereby, integrate the service and feature subfunction into its OSS without an application-to-application connection. Ideally, MCI WorldCom would have both bulk transfer and immediate access to this information.

35. In addition, MCI WorldCom does not have application-to-application access to the other pre-ordering subfunctions discussed above. As a result, they cannot be integrated into MCI WorldCom's systems, forcing MCI WorldCom to settle for workaround measures and second best sources of information.

36. For directory listings, for instance, rather than using the GUI to access BA-NY's Automated Telephone Listing and Address System ("ATLAS"), MCI WorldCom representatives rely on the CSR for the customer's directory listing. While this works well enough most of time, the listing on the CSR is not necessarily the same as the listing in the directory, thus inviting error in directory listing change orders.

37. For installation status queries and service order inquiries, on the other hand, MCI WorldCom cannot ignore its customers' questions, so it must resort to the GUI. While this may suffice for individual customer questions in the short-term, MCI WorldCom has no way to run automatic installation status and service order inquiry checks on its orders with the GUI that it could with an application-to-application pre-ordering interface.

38. Lack of integration also causes problems for the loop qualification subfunctions--xDSL, basic, and extended. Unbundled loop orders are not generally taken and placed while the customer is on the line, so speed is less important than accuracy. For these subfunctions, the capability to pre-populate loop orders with the loop qualification information is particularly critical. Loop qualification responses are so extensive and complicated that having to retype the information manually introduces a significant risk of error. Even the most basic loop qualification involves more than 30 fields of information, for example.

39. Finally, MCI WorldCom would also prefer to be able to pre-populate its repair and maintenance trouble tickets with the channel facility assignment information without having to manually rekey the information. BA-NY used to provide this functionality, but, contrary to Bell Atlantic's agreements in the New York OSS Collaboratives, it was eliminated without advance notice in March 1999.

40. As MCI WorldCom explained in its initial comments, we continue to try to workaround the limitations described above, but MCI WorldCom cannot sustain competitive entry into the local markets until these problems are resolved.

B. BA-MA Does Not Provide Adequate Flow-Through for Order Processing.

41. One of the most fundamental business requirements for ordering is that a CLEC's orders must "flow through," which means that orders that "are transmitted electronically through the gateway and accepted into [the BOC's] back office ordering systems without manual intervention." Second BellSouth Louisiana Order ¶ 107. The FCC has found "a direct correlation between the evidence of order flow-through and the BOC's ability to provide competing carriers with nondiscriminatory access to the BOC's OSS functions." Id. This is so because flow-through rates directly affect the speed and efficiency with which CLEC orders and status notices are processed. See Ameritech Michigan Order ¶ 196; Second BellSouth Louisiana Order ¶ 108.

42. An ILEC must process orders with an "equivalent level of mechanized processing" that exists for the ILEC's retail customers. BellSouth South Carolina Order ¶ 105. If an ILEC is unable to show that the flow-through rates for CLEC orders submitted electronically are "substantially the same as" the flow-through rates for the ILEC's retail orders, then the ILEC has failed

to achieve parity. Second BellSouth Louisiana Order ¶ 116; see also id. ¶ 109 (stating that a substantial disparity in flow-through rates "on its face" shows a lack of parity).

43. Because BOCs enjoy high flow-through rates at retail, the parity standard generally requires flow-through rates in excess of 95% for residential orders and more than 80% for business orders. See BellSouth South Carolina Order ¶ 104 (finding retail flow-through of 97% for residential orders and 81% for business orders, and stating that CLECs should have equivalent access); Second BellSouth Louisiana Order ¶ 109 (96% for residential orders; 82% for business orders). The Commission has specifically found that a flow-through rate of 60% is not adequate. See Ameritech Michigan Order ¶ 174 (39% of electronic resale orders processed manually).

44. BA-MA's flow-through rates are far from adequate. For resale, BA-MA reports flow-through rates of between 60% and 65% from January through June. BA-MA Reply to DTE-ATT1-28. And, for UNEs, BA-MA's figures are an abysmal 10% to 15%, at best. Id.[3] As MCI WorldCom explained in its opening comments, this degree of manual intervention would be unacceptable at any volume of orders, but these rates are particularly troubling because they are occurring at relatively low volumes of orders. MCI WorldCom Initial Comments at 34.

45. What is more, the flow-through rates are little better in New York, and BA-MA and BA-NY purportedly use similar order processing systems and share the same TISOC. Miller Aff. ¶ 76; see also BA-MA Reply to DTE-MCIW 2-13, 2-88, 2-89, 2-90. The flow-through rates for MCI WorldCom for electronic UNE-platform orders in May, June, July, August, and September in

[3]Even BA-MA's "achieved" flow-through rates are unacceptably low. BA-MA reports flow-through rates of around 80% for resale and 40% for UNEs. BA-MA Reply to DTE-ATT 1-83.

New York were **REDACTED **, **REDACTED **, **REDACTED **, **REDACTED**, and **REDACTED**, respectively. Thus, despite showing some recent improvement, BA-NY is still dropping approximately **REDACTED** of MCI WorldCom's New York platform orders to manual handling. If MCI WorldCom is to sustain competitive entry in local markets, it must have flow-through rates of at least 90%.

46. All evidence available in New York shows that Bell Atlantic is primarily responsible for so many CLEC orders dropping to manual. BA's analysis showed that between 65% and 70% of the orders processed manually in New York were dropped to manual handling for reasons solely attributable to BA, not CLEC error.[4] The top order types that are dropping to manual in New York due to the design of BA's systems are orders involving the following conditions or characteristics: Company Initiated Blocking, orders for Call Forwarding II, orders for the Ringmate feature, orders migrating less than all of a multi-line customer's lines, orders when a customer contract exists on the account, orders placed when a pending order already exists in BA-NY's system, and orders for accounts with more than one listing. These and other BA system-design problems are system failures that must be remedied if Bell Atlantic is to provide flow-through processing for simple UNE-platform orders for basic POTS service at acceptable rates.

[4]The NYPSC Staff conducted its own analysis of a sample of MCI WorldCom orders that were dropped to manual processing and found that approximately **REDACTED** were attributable to BA-NY errors; **REDACTED** to BA-NY systems design; and **REDACTED** to CLEC errors. There is evidence, therefore, BA-NY errors are responsible for even more of the dropped orders than BA-NY's suggests.

47. Bell Atlantic has committed to modifying its systems design to provide greater flow-through and has pledged that these enhancements will apply across the entire Bell Atlantic region. Bell Atlantic has proposed a three-phase approach. For Phase I, Bell Atlantic introduced several systems enhancements in New York on October 30, 1999, including providing flow through for orders with retail blocking. Bell Atlantic also clarified that CLECs may order the component parts of the Call Forward II package (i.e., Call Forward Busy and Call Forward No Answer) on a flow-through basis and instituted flow-through rejects for Call Forward II orders.

48. The Phase II changes will be implemented on December 18, 1999 in New York. During this stage, Bell Atlantic promises to provide flow through for accounts with additional listings and Ringmate. Bell Atlantic further says that it will introduce flow through for partial migrations, except where the billing telephone number ("BTN") is one of the lines being migrated to the CLEC. This latter subset of partial migrations will not be eligible for flow through treatment until some time before May 2000. BA-MA Reply to DTE 2-18. For Phase III, Bell Atlantic plans to make contract accounts flow through by second quarter of the year 2000.

49. MCI WorldCom welcomes Bell Atlantic's efforts to provide adequate flow-through order processing, but its implementation schedule will not bring an appreciable change in flow-through rates in New York until the end of the year at the earliest. Moreover, Bell Atlantic has made no proposal as to how it intends to address the percentage of orders that are dropping to manual processing due to Bell Atlantic errors.

50. In addition, systems design issues and processing errors are not BA only contribution to the flow-through problem in New York. Even for those orders dropping to manual due

to CLEC errors, BA-NY bears significant responsibility. First, many of these errors are simple typographical errors in rekeying pre-ordering information from BA-NY's GUI into CLEC orders, which are the inevitable result of BA-NY's failure to provide a working EDI-based interface for pre-ordering. The FCC has recognized that the failure of an ILEC to provide CLECs with fully automated processes will result in errors and has rejected the notion that the CLECs are to blame for delays and errors occurring as the result of having to rekey pre-order information. See BellSouth South Carolina Order ¶ 157; Second BellSouth Louisiana Order ¶ 96.

51. Second, other CLEC errors are the result of BA-NY's failure to provide clear, accurate, and complete business rules for its interfaces. For example, BA-NY first took the position some orders were falling to manual processing because the CLECs were failing to enter a different telephone number for the local contact than the number reserved by the customer. Error Code IDV; CBR FID has invalid DA (local contact tel # formatted incorrectly). Unable or unwilling to produce documentation for such a rule, BA-NY then said that the problem was that the CLECs were not inserting hyphens into the telephone number. This too was odd because it was agreed in the New York OSS collaborative that hyphens would not be required for any telephone number fields. (On October 30, BA-NY provided flow through for these order with or without hyphens.)

52. BA's poor flow-through rates in New York are not excused because BA has managed to provision manually the relatively low volume of orders placed by the CLECs today. The obvious problem with adopting such a position would be that as order volumes increase to competitive levels, Bell Atlantic will not be able to compensate for its lack of flow-through with manual processing. In other words, manual processing--even if relatively effective at low order volumes--cannot be

considered a viable substitute for fully automated order processing at parity with that enjoyed by Bell Atlantic.

53. The FCC made just this point in its Ameritech Michigan Order. Ameritech contended that it could address its order processing problems by increasing its capacity to process ordering manually. The FCC rejected this argument, saying that "[a]lthough additional manual processing may constitute a reasonable and necessary short-term solution to address capacity concerns, we do not believe that substantial and continued reliance on manual capacity as a long-term solution to the ordering and provisioning of resale services is consistent with the requirement that there be equivalent access." Ameritech Michigan Order ¶ 196.

54. In fact, BA's failure to provide proper flow-through for ordering in New York is already having real-world consequences: BA-NY has struggled to meet the required intervals for processing manual firm order confirmations ("FOCs") and reject notices. This is hardly surprising. The unacceptably high volume of orders falling to manual is putting stress on BA-NY's manual processes. Under the Carrier-to-Carrier Guidelines in New York, Bell Atlantic must return 95% of its manual FOCs within 24 hours. For May, June, and July, BA only met the interval for **REDACTED**, **REDACTED**, and **REDACTED** of MCI WorldCom orders in New York, respectively. A similar standard exists for reject notices, and for these some months, BA-NY's percentages for MCI WorldCom orders were **REDACTED**, **REDACTED**, and **REDACTED**. In August and September, BA-NY was able to improve its manual processing, but it is still not meeting the New York standards. BA-NY processed **REDACTED** and **REDACTED** of manual FOCs

within 24 hours in August and September, respectively, and **REDACTED** and **REDACTED** of manual reject notices in those same months.

55. In short, Bell Atlantic may be able to hire sufficient staff to process the relatively low volume of orders being sent today, but there is every reason to question whether this fix will continue to work at higher commercial volumes of orders. This, of course, makes the Department's decision to require that the third-party testers conduct realistic and focused testing on the adequacy of BA-MA's flow-through order processing all the more important.

C. BA-MA Has Not Proven That It Provides Nondiscriminatory Provisioning Notices.

1. BA-MA's Claims Are Suspect in Light of BA-NY's Failure to Provide Thousands of Status Notices on MCI WorldCom Orders.

56. BA-MA contends that it has the capability to process timely and accurate electronic status notices, but an old problem has resurfaced in New York that brings this claim into serious question. MCI WorldCom recently discovered that significant numbers of its UNE-platform orders, many dating as far back as August, have not received firm order confirmations ("FOCs") and notices of completion ("NOCs"). Again, since BA-MA claims to use the same types of ordering systems as BA-NY to process provisioning notices, this is highly relevant to evaluating BA-MA's 271 claims.

57. Lost FOCs and NOCs are having serious consequences for MCI WorldCom's local business. Without FOCs, MCI WorldCom cannot confirm the scheduled due dates for service to its customers, or keep its customers informed as to the status of their orders. Without final NOCs, MCI WorldCom is deprived of revenue because it cannot begin billing a customer until it is certain that

the customer's order has cleared Bell Atlantic's billing systems. Otherwise, the customer would be billed by both BA and MCI WorldCom. In addition, the lack of completion notices can lead to considerable customer confusion and inadequate customer service. Until a customer's order clears BA's systems, MCI WorldCom cannot help them with billing problems or even address trouble with their service. Also, customers who believe they have switched their service to MCI WorldCom may not pay their Bell Atlantic bills and, as a result, could lose service altogether. These are customer-affecting failures that customers will undoubtedly attribute to MCI WorldCom, and they can severely damage MCI WorldCom's reputation as it seeks to become a respected and reliable local service provider.

58. While BA-NY has known about the problem for some time, it has been slow to address it, and substantial numbers of orders remain outstanding. MCI WorldCom's latest figures show more than 1,700 orders without FOCs and more than 12,000 orders without NOCs.

59. Bell Atlantic states that for approximately half of the orders in New York for which MCI WorldCom has not received NOCs in August and September, BA issued FOCs to MCI WorldCom, but the orders progressed no further in its systems. The cause of the problem remains unknown. For most of the remaining orders in that category, BA-NY received the orders, issued FOCs to MCI WorldCom, provisioned service to the customers, issued completion notices to MCI WorldCom indicating that service had been provisioned ("provisioning completion notices" or "PCNs"), but the orders have not cleared its billing systems, so BA-NY has not issued the final NOCs

("billing notices of completion" or "BCNs").[5] This problematic for at least two reasons. First, to avoid subjecting its customers to double billing, MCI WorldCom cannot begin billing customers under these circumstances. Second, the information in the PCN does not contain all of the information in the BCN. For example, the PCN does not provide the customer's new telephone number if the telephone number originally assigned by Bell Atlantic is switched by BA for some reason.

60. While all of the causes for the backlog have not been identified, it is clear that part of the problem lies in the fact that many CLEC orders are dropping to manual processing after service has been provisioned but before they have cleared BA's billing systems. Because manual processes like these inevitably lead to errors and delays, BA must eliminate all such unnecessary manual handling.

61. As we indicated above, this is not a new problem. In June 1999, MCI WorldCom determined that there were more than 10,000 orders outstanding in New York for which we had not received notices of completion. BA-NY recognized the seriousness of the problem, and worked with MCI WorldCom over the course of many weeks to resolve the backlog. During that time, MCI WorldCom and BA identified a number of causes for the lost orders, including billing errors, mismatches between BA-NY's EIF and the EDI transmissions, problems with BA-NY's EDI translator, and difficulties with a new OSS interface software release. This is a problem that must be solved permanently for Bell Atlantic to satisfy the requirements of section 271.

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[5]Specifically, BA-NY says that 179 (48%) of the 423 orders in August for which MCI WorldCom has not received NOCs have a "confirmed" status in BA-NY's systems, indicating that BA-NY sent FOCs but did not provision service. For the September orders, BA-NY states that 1789 (52%) of the 3466 orders without NOCs were not provisioned.

2. BA-MA Does Not Provide Electronic Jeopardy Notices.

62. BA-MA is not able to transmit electronic jeopardy notices to warn CLECs when their orders may not be provisioned on time. BA-MA's response to this deficiency is that the CLECs may download Open Query System ("OQS") Reports from its web site. BA-MA Reply to DTE 2-21. This is plainly unacceptable. Contrary to BA-MA's suggestion that the CLECs have requested this cumbersome OQS process, the CLECs have been asking BA-MA to develop and implement electronic jeopardy notices since March but have seen little progress.

D. BA-MA Has Not Demonstrated That It Provides Adequate Billing Information.

63. MCI WorldCom continues to have difficulty obtaining complete and accurate billing information from BA in New York, including problems with daily usage files, "meet point" billing information, and wholesale billing. We are concerned that similar problems await us in Massachusetts.

64. For example, while MCI WorldCom is generally satisfied with BA-NY's daily usage files, BA-NY continues to commingle meet point billing access records, UNE-P access records, and UNE-P end user records, without using the proper headers and trailers. It would make processing these bills significantly easier if BA-NY would separate and "label" these different records so that MCI WorldCom knows how to bill the interexchange carrier. The draft industry standard for making this distinction has been available for months, but BA-NY has refused to make the change in advance of final closure. The OBF has now formally adopted the standard, OBF Issue 1932, so Bell Atlantic has no excuse not to make this enhancement.

65. MCI WorldCom has also experienced many problems with BA-NY's wholesale billing. BA-NY has, for example, failed to provide MCI WorldCom with a complete list of

the USOC codes that identify the local products and services on the wholesale invoice and that are needed to efficiently audit our wholesale bills. BA-NY has also refused to provide MCI WorldCom with access to BillViewer technology, which would enable MCI WorldCom representatives to access and view entire wholesale bills at one time at their computer desktops and to run field searches and queries for information. In addition, as discussed in our opening comments, we continue to struggle with BA-NY's formatting of its resale and UNE-loops bills as well as its tandem port charges. MCI WorldCom Initial Comments at 37-38. BA-NY also has still not finally reconciled MCI WorldCom's plainly erroneous billing for interim local number portability ("ILNP"). Id.

66. These are long-standing problems, and their persistence shows that in New York, Bell Atlantic does not have adequate processes and personnel in place for fielding and addressing CLEC billing issues, correcting erroneous bills, or crediting accounts after the errors have been discovered. Moreover, BA-NY has demonstrated an unwillingness to take steps to facilitate MCI WorldCom's bill processing absent external regulatory pressure. Hopefully, BA-MA's billing practices will prove more workable.

E. BA-MA Does Not Provide the Necessary Application-to-Application Access for Repair and Maintenance.

67. BA-MA has not implemented an application-to-application interface for repair and maintenance. As MCI WorldCom discussed in its opening comments, the industry fora have long recognized the importance of having application-to-application access for this key OSS function and so

have adopted electronic bonding as the industry standard.[6] Today, the only repair and maintenance interface offered is GUI access to Bell Atlantic's proprietary Repair Trouble Administration System ("RETAS"), which serves the entire Bell Atlantic region. See Miller Aff. ¶ 45, 51.

68. The implementation of electronic bonding for repair and maintenance will make a significant difference for MCI WorldCom. Because electronic bonding is an application-to-application interface, it is faster than the GUI and will permit MCI WorldCom to integrate its local repair and maintenance functions with its back office systems. This will enable the MCI WorldCom service representative to use information already in the MCI WorldCom databases to populate automatically much of the trouble ticket information. Today, in New York, where GUI access to RETAS is also the only repair and maintenance option, the MCI WorldCom representative must first enter the relevant customer information in MCI WorldCom's systems and then rekey the information in BA's GUI. Moreover, with electronic bonding, MCI WorldCom can customize the interface for the convenience of its personnel. With the GUI, in New York, the repair and maintenance personnel must log on the GUI, insert a BA approved secure ID card, and enter two passwords just to gain access to

[6]MCI WorldCom Initial Comments at 36 (citing Extension to Generic Network Model for Interface Between Operations Systems Across Jurisdictional Boundaries to Support Fault Management (ANSI T1.227-1995); Services to Interfaces Between Operations Systems Across Jurisdictional Boundaries to Support Fault Management (Trouble Administration) (ANSI T1.228-1995); Supplement to Extension to Generic Network Model for Interface Between Operations Systems Across Jurisdictional Boundaries to Support Fault Management (ANSI T1.227a-1998)).

the RETAS system.[7] BA-MA must provide electronic bonding to avoid such ponderous and anticompetitive requirements.

[7]As we discuss infra ¶ 83, BA-MA is now also attempting to provide GUI access via the internet, which does not require the use of secure ID cards. Unfortunately, BA-MA's internet GUI access has proven quite unreliable and is not a realistic option for commercial use today.

F. BA-MA Also Fails to Prove that It Supplies the Necessary OSS Support.

1. BA-MA Has Not Demonstrated that It Is Capable of Following Reasonable Change Management Practices.

69. The importance of change control cannot be overstated. If MCI WorldCom is to establish and maintain itself as a competitor in local markets, BA-MA must adhere to reasonable change management procedures. One of the critical lessons learned by MCI WorldCom in its attempts to develop and implement working OSS interfaces in New York over the past two years is that an ILEC can inflict substantial costs on MCI WorldCom or any CLEC simply by making changes to its systems and interfaces without providing adequate and timely notice and documentation of the changes.

70. BA-MA has yet to demonstrate its ability to adhere to reasonable change management practices, and Bell Atlantic's track record on change management in New York, where the same procedures are in place, does little to instill confidence in this regard. In New York, KPMG has been highly critical of Bell Atlantic's change management performance. In Exception Report 6, KPMG identified a number of deficiencies, including problems with BA-NY's notice and tracking procedures. KPMG closed Exception 6, but has made clear that it is not satisfied with BA-NY's change management practices. Minutes of NYPSC Technical Conference, July 28, 1999, Tr. at 3498-99.

71. In its Final Report in New York, KPMG expressed concern with BA's ability to provide timely notice and documentation, especially for changes initiated by BA-NY (Type 4 changes), which are the most common. KPMG Final Report, RMI1, at VII-3. KPMG gave BA-NY

only qualified approval for meeting basic notice requirements because BA-NY had failed to provide timely notice for 4 of the 20 releases observed by KPMG from January to June 1999, id. Table VII-1.9, at VII-10, and because BA-NY had in several instances adjusted its implementation schedules without notifying the CLECs, id. Table VII-1.8, R1-6, at VII-8.

72. KPMG has been especially critical of BA-NY's performance in providing documentation, finding that "[d]ocumentation regarding proposed changes has not been provided to CLECs on a timely and consistent basis," and that "[s]pecifically, BA's compliance on Type 4 (BA initiated changes) did not consistently meet the established intervals." Id. The data shows, in fact, that BA-NY only provided timely documentation in 3 of 19 instances from January to June 1999. Id., Table VII-1.9, at VII-10.

73. KPMG has also found problems with the quality of BA's documentation and pattern of poor release management in New York. An important part of an ILEC's change management responsibilities is to review internally and test the documentation for new releases to ensure that it is complete and accurate before releasing it to the CLECs. BA-NY has consistently failed to meet this basic obligation. During KPMG's efforts to develop test interfaces for pre-ordering and ordering, for example, BA-NY provided one set of inadequate documentation after another. KPMG Final Report, at II-8. While KPMG found that BA-NY documentation did improve, KPMG concluded ultimately that the quality of BA-NY documentation never reached the level "required by a CLEC in a production environment." Id.; see also KPMG Final Report, Table IV-1.9, P1-4 (finding that "Bell Atlantic's documentation was not sufficiently complete and accurate to allow KPMG to create successfully EDI order and pre-order transactions"), at IV-19.

74. KPMG's concern with the quality of BA-NY documentation is also evident in its suggestion that BA-NY be made to clarify what constitutes "final documentation" for the purposes of the change management rules. KPMG Final Report, Table VII-1.8, R1-6, at VII-9. KPMG states: "Further clarification also may be necessary in the change management policy regarding what constitutes 'final documentation.' The BA TIS change control policy indicates that final documentation is to be provided 45 days prior to the release of a Type 4 change. However, if that documentation is amended during the interval period or after the change item is implemented, it is not clear whether such changes jeopardize the status of the subject documentation as 'final.'" Id. This clarification is still under discussion in the change control group.

75. MCI WorldCom's experience reinforces KPMG's findings and conclusions. Beginning with BA-NY's release of its "final" documentation for EDI for pre-ordering in July 1998, BA-NY has issued 13 different sets of business rules and specifications and some 23 flash changes for EDI for pre-ordering. With each new set of documentation, BA-NY has contended that it has resolved the problems found in previous versions and is ready to support full EDI-based access for pre-ordering. But each time, MCI WorldCom has discovered dozens of open issues that would have to be addressed. Thus, not only has the documentation been inadequate, "MCI WorldCom has found itself in an impossible position of building [to] a constantly moving target." Minutes of NYPSC Technical Conference, July 28, 1999, Tr. at 3592 (testimony of J. Sivori).

76. Despite BA-MA's claims that BA-NY has corrected its change management problems since February, Affidavit of Stuart Miller on Behalf of BA-MA ¶ 9 (Aug. 26, 1999) ("Miller Supp. Aff."), BA-NY is still not providing timely notice or documentation. In August, BA-NY began

providing change management performance data that is disaggregated across the different types of change requests (i.e., Type 1 requests for emergency changes; Type 2 requests for regulatory changes; Type 3 requests for industry standard changes; Type 4 requests for changes initiated by BA-NY; and Type 5 requests for changes initiated by a CLEC). BA-NY managed to provide timely notice for BA-NY initiated changes only 88% of the time.[8] Moreover, BA-NY provided timely documentation for BA-NY initiated changes only 75% of the time.[9] (No data is available for September.) While BA-NY's performance is improving, it has yet to establish a pattern of compliance with basic change management procedures and rules.

77. In addition to the problems with notice and documentation, BA-NY has refused to give the CLECs a meaningful opportunity to provide input on new releases. Until very recently, BA-NY initiated changes were given priority over CLEC initiated changes as a matter of course. Under pressure from the NYPSC, however, a new procedure was put in place in September, under which a committee of BA-NY and CLEC representatives prioritize changes based on merit, not based on their sponsorship. MCI WorldCom is hopeful that the new prioritization rules will improve the ability of CLECs to provide input on changes, but they have not been in place long enough to provide a reliable indication of their impact.

78. Another example of BA's refusal to permit CLEC's any real say in change management involves BA-NY's carrier-to-carrier testing procedures. Under pressure from the

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[8]BA-NY Carrier-to-Carrier Report for August, CLEC Aggregate Performance, Operation Support System/Billing, Change Notification Metric PO-4-01 (% Notices Sent on Time - BA Orig.).

[9]Id. at Change Confirmation Metric PO-4-01 (% Notices Sent on Time - BA Orig.).

NYPSC, BA-NY was forced to develop escalation procedures for disputes arising during the change management process and during carrier-to-carrier testing. As part of their joint proposal for escalations during testing, MCI WorldCom, AT&T, Sprint, and Community Networks requested the authority to delay a release in situations where a supermajority (two-thirds) of the CLECs that would be affected by the release determined that the release would be harmful to their operations. (Such reasonable safeguards are part of the change management procedures in the PacBell and SWBT territories.) BA rejected any element of CLEC control over the timing of new releases in New York.

79. In addition, BA-NY's recent roll out of the new GUI III interface clearly shows that BA-NY is still struggling with basic interface management. BA-NY continues to shut CLECs -- the ultimate users of these systems and interfaces -- out of the change management process and consistently fails to conduct sufficient testing of new interfaces before releasing them. MCI WorldCom has found the new interface so unreliable that it has had to discontinue its use and to ask BA-NY to delay decommissioning the GUI II.

80. BA unilaterally determined to move the CLECs from the GUI II to the GUI III in New York, which it claims provides enhanced access to its OSS. The GUI is, in fact, the only mode of access to BA-NY's pre-ordering, ordering, and repair and maintenance functions for the vast majority of CLECs. Although MCI WorldCom is working to implement application-to-application interfaces (e.g., EDI for pre-ordering and ordering and the Electronic Bonding Interface for repair and

maintenance), MCI WorldCom still must use the GUI for key pre-ordering transactions,[10] repair and maintenance, and, to a limited extent, for ordering.[11]

81. MCI WorldCom has experienced serious difficulties with the new GUI. MCI WorldCom began limited testing of the GUI III in September 1999, and by October 25, MCI WorldCom personnel had completed training and were ready to begin using the new interface. MCI WorldCom quickly learned, however, that the interface was not ready for use in production.

82. MCI WorldCom representatives have had significant problems logging on to the GUI III, sometimes having to attempt to log on four or fives times before finally succeeding in entering BA-NY's system. Representatives have also encountered extremely long delays in the GUI's response times. In addition, the interface has proven unreliable. In order to achieve quicker response times and to avoid having to use BA-NY's secure identification cards, in October, MCI WorldCom accepted BA-NY invitation to transition from BA-NY's Telnet access to the GUI to direct internet access. The move has proven disastrous. In the first three weeks of November, the GUI III has been unavailable (either due to a problem with the interface itself or because the internet access was down) approximately 30 times.

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[10]As we have explained, in order to avoid having to use the GUI, MCI WorldCom has developed imperfect workarounds for many of the pre-ordering subfunctions, like address validation, due dates, and service and feature availability. As a result, MCI WorldCom uses the GUI only for telephone number selection and reservation during the pre-ordering phase. We are currently reserving approximately **REDACTED** new numbers per hour or **REDACTED** to **REDACTED** numbers per week through the GUI.

[11]MCI WorldCom uses the GUI to resend "escalated" orders, which are orders for customers whose service was not turned up on their requested due date. MCI WorldCom processes anywhere from **REDACTED** to **REDACTED** such orders each week.

83. In light of these difficulties, MCI WorldCom and the other CLECs asked BA-NY to postpone decommissioning the GUI II for at least 90 days so that the problems can be addressed and the interface adequately tested. BA-NY initially refused but then agreed to a two week delay, which was plainly not enough time to address the problems and retest the interface. BA-NY has now extended the decommission date for the GUI II to December 18, and we continue to work with BA-NY to address the ongoing problems with the GUI III. Bell Atlantic makes the same mistake again and again in New York: rushing inadequately tested releases into production and leaving CLECs to discover the many problems with the interfaces during their testing or in production. This is plainly unacceptable interface management.

84. BA-NY also has a poor track record on handling unplanned outages or emergency changes. BA-NY fails to monitor its interfaces adequately so that it can provide immediate notice of outages and establish workaround procedures to keep affected CLECs in business. Its August data shows that it provided timely notice of emergency changes only 70% of the time, and, in September, this figure actually dropped to 58%.[12]

85. In addition, BA-NY often fails to provide explanations for outages and problems after the fact. This information is critical because, without it, MCI WorldCom cannot take any steps to see that the troubles are not repeated. And, even if the problem lies solely on BA's side of

[12]BA-NY Carrier-to-Carrier Report for August, CLEC Aggregate Performance, Operation Support System/Billing, Change Notification Metric PO-4-01 (% Notices Sent on Time - Emergency Maint.).

the interface, MCI WorldCom needs to be able to track and record the causes for these outages so that it can help BA-NY to identify and resolve recurring problems.

86. Finally, MCI WorldCom is concerned that BA does not adequately consider the impact of its planned system down time on the CLECs. On several weekends recently, BA has disabled critical pre-ordering and trouble administration functions in New York. BA-NY took down both EDI for pre-ordering and the GUI from 6:00 PM Saturday, October 9 until 10:30 AM Monday, October 11. BA-NY also shut down these interfaces from 8:00 PM to 10:00 PM on October 16. While weekends may be slow periods for BA-NY, they are not for MCI WorldCom. MCI WorldCom concentrates its telemarketing efforts on the weekends when people are at home. In addition, MCI WorldCom tends to get more repair and maintenance calls on the weekends, perhaps because this is a more convenient time for callers. BA must consult more closely with CLECs on the timing of planned outages or provide alternatives for CLECs so they are not taken completely out of business.[13]

2. BA-MA Has Not Demonstrated the Ability to Provide Adequate Carrier-to-Carrier Testing.

87. Sound carrier-to-carrier testing is crucial to establishing and maintaining the EDI interfaces for pre-ordering and ordering. As KPMG testified in New York, any company doing business with BA-NY using EDI "would need to have a sound testing process in which to make sure

[13]BA-NY recently agreed to reduce the down time for its Service Order Processor ("SOP") to 1 hour per day, 6 days per week, and 12 hours on Saturday night and Sunday morning. This is a considerable improvement from the current schedule of 6 hours per day, 5 days a week, 12 hours on Saturday nights, and 14 hours on Sunday nights.

that they were able to update their technology in a predictable and rigorous fashion." Minutes of NYPSC Technical Conference, July 28, 1999, Tr. at 3474. Neither BA-NY nor BA-MA have shown that they can satisfy this basic CLEC need.

88. In New York, KPMG evaluated BA's Quality Assurance ("QA") testing environment and determined that it was inadequate. KPMG found that BA-NY's internal QA facilities "did not provide a carrier-to-carrier environment . . . that adequately resembles its production environment for pre-ordering and ordering." KPMG Exception Report 21, at 1. KPMG found that the QA environment was simply too unstable to be of any use to the CLECs because BA-NY regularly cycled in new software and, moreover, cycled in the new software without providing advance warning to the CLECs that the change was coming. KPMG Final Report, Table IV-1.9, P1-2, at IV-17. KPMG also found that BA-NY had failed to sufficiently define and document its carrier-to-carrier testing procedures. KPMG Exception Report 22; see also KPMG Final Report, Table IV-1.9, P1-1, at IV-17. KPMG concluded that the lack of a stable test bed and the absence of clearly documented testing procedures were both significant impediments to CLEC testing.

89. MCI WorldCom's experiences in attempting to develop and test the EDI interface for pre-ordering confirm KPMG's assessment. MCI WorldCom attempted to conduct testing with BA-NY for its pre-ordering interface from November 1998 to March 1999 without success. After repeated requests for test bed data and a stable test environment in which to work, BA-NY finally suggested that MCI WorldCom move its testing from BA-NY's QA environment into a production environment and conduct its testing there. MCI WorldCom agreed, and all MCI WorldCom pre-ordering testing from that time forward was conducted in a production environment.

90. In response to KPMG Exception Reports 21 and 22, BA implemented an interim procedure for QA testing in New York in May 1999, and BA-NY also proposed a permanent solution, which was to be implemented in September 1999. The interim procedures proved clearly inadequate as a long-term solution. BA-NY failed to provide sufficient time or resources for CLECs to conduct thorough carrier-to-carrier testing. The plan allotted only 30 hours over a 5-day period for CLEC testing of new releases and a maximum of 3 hours of technical support. BA-NY also failed to devote sufficient resources to the repair services required to correct the problems discovered during testing. BA-NY provided for repairs only for a 3-hour period on the Wednesday night of the test week. In MCI WorldCom's experience, this plan underestimated the time and resources required.

91. The interim plan was also problematic because BA-NY did not complete its own internal testing of a release until the day before CLEC testing was to begin. This was troubling because it meant that BA-NY could not provide the results of its testing and the changes it had to make to the release until the morning that the CLECs were to begin testing themselves. Thus, the CLECs by necessity began their first day of testing by scrambling to rework their test scenarios based on BA-NY's changes. For the June release, for example, BA-NY allegedly had conducted a thorough analysis of the business rules and specifications for EDI 2.3 for pre-ordering and EDI 1.6 for ordering, but nonetheless BA-NY had to issue significant revisions to its test deck just prior to the start of CLEC testing. On Saturday, June 12, BA-NY published some 60 pages of revisions to its test deck.

92. MCI WorldCom also was concerned with adequacy of the interim testing accounts and environment. MCI WorldCom took issue with BA-NY's use of pre-formatted test scenarios and accounts and questioned whether the testing environment mirrored production. Under

the interim plan, BA-NY pre-established all test scenarios and their corresponding accounts and the CLECs were limited to conducting their testing using those test cases. In order to properly test a new release, CLECs must have the flexibility to establish their own test accounts and to run their own test scenarios against those accounts. This is the only way a CLEC can determine with any confidence that a release will support the functionality it requires in production.

93. Bell Atlantic has promised to address these issues in a new permanent testing plan. Under the permanent plan, BA-NY promises to provide the CLECs with a stable test environment that mirrors the production environment, but that is totally separate from both its internal quality assurance environment and its production systems. The CLECs are to have a reasonable 30 day period in which to conduct testing. Moreover, BA-NY promises to permit the CLECs to establish their own test accounts and scenarios, in addition to BA-NY's test deck of basic test scenarios. BA-MA has promised to adopt the same plan in Massachusetts, including adhering to the same procedures and creating a physically separate testing environment. Miller Supp. Aff. ¶ 6.

94. MCI WorldCom applauds these latest efforts to improve carrier-to-carrier testing, but it is too early to determine whether the new testing procedures and facilities will actually perform as advertised. Neither company's permanent test plans have been tested by KPMG or any other independent third-parties. MCI WorldCom must, therefore, withhold judgment on the adequacy of BA-MA's new testing environment and processes until we have been able to complete a full cycle of testing and release implementation.

3. BA-MA Has Not Demonstrated Adequate Help Desk Support.

95. KPMG found that BA-NY does not provide a single, consistent procedure for obtaining assistance from its help desks and the result is "confusion and delay" for CLECs and their customers. See KPMG Exception Report 45. KPMG also found "significant deficiencies in the quality" of BA-NY's help desk documentation. KPMG Final Report, at IV-226. In its Final Report, KPMG remains "not satisfied" because the documentation does not adequately provide contact list and help desk numbers, thus requiring CLECs to call "multiple sources before resolution steps can be initiated." Id., Table IV-9.7, P9-16, at IV-218. KPMG concluded that "these errors resulted in significant delays" in interface development and in completing pre-ordering and ordering transactions. Id. at IV-226.

96. BA-MA claims to have addressed the specific documentation problems highlighted by KPMG, see Miller Supp. Aff. ¶ 8 (stating that BA-MA now provides local contact numbers and other information about the help desks in its handbooks), but MCI WorldCom continues to experience serious problems with BA-NY's help desk, and there is no indication that BA-MA's help desk support will be any better. MCI WorldCom has found that BA-NY's help desk attendants are often not knowledgeable enough to understand, much less resolve, the reported problems. In many cases, the MCI WorldCom personnel have to explain even rudimentary facts about MCI WorldCom's interfaces, like the basic characteristics of the TCP/IP/SSL3 connection with BA-NY for pre-ordering. As one of BA-NY's largest wholesale customers, we would expect BA-NY service representatives to have a working knowledge of this information.

97. Help desks calls are also taking far too long. In several instances, BA-NY's help desk staff have refused to open trouble tickets on problems and, instead, have put MCI WorldCom personnel on hold (sometimes for more than 45 minutes) while they have tried to address the difficulty. As a threshold matter, BA-NY should never refuse to open trouble tickets. MCI WorldCom uses its log of trouble tickets to monitor the performance of its interfaces. In addition, a CLEC should be able to contact the help desk, report the problem, and have the BA-NY help desk representative open a trouble ticket and begin addressing the problem in a matter of minutes. CLEC representatives should not be unnecessarily tied up explaining the basic technology issues or required to hold on the line while BA-NY works on the problem.

98. Moreover, BA-NY is still failing to follow up on trouble tickets or to provide root cause analysis for problems after they have allegedly been addressed. As we explained in our initial comments, if BA-NY does not provide MCI WorldCom with the root causes of interface problems and outages, MCI WorldCom cannot take the steps necessary to prevent future problems or make recommendations to BA-NY for changes it can make to ensure that the problems do not resurface. The fact that BA-NY is again failing to process thousands of MCI WorldCom orders is a good example of the importance of providing detailed follow up explanations for purported fixes. As discussed above, see supra ¶¶ 56-61, had BA-NY explained the cause of these problems in June when they first arose, MCI WorldCom could have worked with BA-NY to see that the difficulties did not return. If MCI WorldCom had known in June, for example, that BA-NY was dropping local service orders to manual processing simply because there were long distance change orders pending, we would have insisted that the practice be stopped, and this issue would not be a problem today.

99. Given this record in New York, MCI WorldCom is highly dubious of BA-MA's claims that it can and will provide adequate help desk support in Massachusetts.

III. Conclusion.

100. This concludes our Joint Declaration on Behalf of MCI WorldCom.

REDACTED - FOR PUBLIC INSPECTION

I declare under penalty of perjury under the laws of the State of Massachusetts and the United States of America that the foregoing Joint Declaration on Behalf of MCI WorldCom is true and correct to the best of my knowledge and belief.

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Sherry Lichtenberg

November 30, 1999

REDACTED - FOR PUBLIC INSPECTION

I declare under penalty of perjury under the laws of the State of Massachusetts and the United States of America that the foregoing Joint Declaration on Behalf of MCI WorldCom is true and correct to the best of my knowledge and belief.

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John Sivori

November 30, 1999