13645

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom) for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.

DOCKET NO. 990750-TP

VOLUME 9

Pages 1204 through 1320

PROCEEDINGS:	HEARING
BEFORE:	COMMISSIONER SUSAN F. CLARK COMMISSIONER E. LEON JACOBS, JR.
DATE:	Wednesday, October 29, 1999
TIME:	Commenced at 9:00 a.m. Concluded at 12:50 p.m.
PLACE:	Betty Easley Conference Center Room 148 4075 Esplanade Way Tallahassee, Florida
REPORTED BY:	NANCY S. METZKE, RPR, CCR

APPEARANCES:

(As heretofore noted.)

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NUMBER		ID.	ADMTD.
#28	WKM-1	1228	1315

P R O C E E D I N G S

COMMISSIONER CLARK: We'll go back on the record, and I think Mr. Milner is next.

And you have been sworn in, have you not?

WITNESS MILNER: Yes, I have.

* * * *

Whereupon,

W. KEITH MILNER

was called as a witness by BellSouth and, after being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MR. GOGGIN:

Q Mr. Milner, would you please state your name and address for the record?

A Yes. My name is W. Keith Milner, and my business address is 675 West Peachtree Street, Atlanta, Georgia.

Q Have you previously caused to be prepared and prefiled in this case direct testimony consisting of 21 pages?

A Yes, that's right.

Q Do you have any additions, corrections, or changes to make to that testimony at this time?

A Yes, I have one correction to make on Page 16, at Line 6, the word "facilities" should be replaced with the phrase "service or HDSL and ADSL compatible loops," and then the rest of the sentence stands. So the whole sentence should read: "However, if the BellSouth provides the HDSL and ADSL service or HDSL and ADSL compatible loops," then the remainder of the sentence is the same.

Q If I were to ask you the same questions that were posed in your direct testimony today, would your answers to the questions be the same?

A Yes.

MR. GOGGIN: Commissioner, BellSouth would like to have the testimony -- direct testimony of Mr. Milner inserted into the record as if read.

COMMISSIONER CLARK: It will be inserted in the record as though read.

BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF W. KEITH MILNER

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 990750-TP

AUGUST 16, 1999

Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").

A. My name is W. Keith Milner. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I have served in my present role since February 1996, and have been involved with the management of certain issues related to local interconnection, resale, and unbundling.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My business career spans over 29 years and includes responsibilities in the areas of network planning, engineering, training, administration, and operations. I have held positions of responsibility with a local exchange telephone company, a long distance company, and a research and development company. I have extensive experience in all phases of telecommunications network planning, deployment, and

operations (including research and development) in both the domestic and international arenas.

I graduated from Fayetteville Technical Institute in Fayetteville, North Carolina, in 1970, with an Associate of Applied Science in Business Administration degree. I later graduated from Georgia State University in 1992 with a Master of Business Administration degree.

Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC SERVICE COMMISSION, AND IF SO, BRIEFLY DESCRIBE THE SUBJECT OF YOUR TESTIMONY?

A. I have previously testified before the state Public Service Commissions in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi and South Carolina, the Tennessee Regulatory Authority, and the Utilities Commission in North Carolina on the issues of technical capabilities of the switching and facilities network regarding the introduction of new service offerings, expanded calling areas, unbundling, and network interconnection.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED TODAY?

A. In my testimony, I will address the technical aspects of network related issues which have been raised in this docket. Those are, in whole or

in part, ITC^DeltaCom Issue Nos. 2, ~~2(b)(iv),~~ 2(c)(i), 2(c)(ii), 2(c)(v), 2(c)(viii), 2(c)(xiv), 2(f) and 3(h).

Issue 3(b) Pursuant to the definition of parity, should BellSouth be required to provide the following: (1) Operational Support Systems ("OSS"), (2) UNEs, ~~(3) White Page Listings,~~ (4) Access to Numbering Resources, (5) An unbundled loop using Integrated Digital Loop Carrier (IDLC) technology, ~~(6) Interconnection, (7) Service intervals on winbacks, (8) Priority guidelines for repair and maintenance and UNE provisioning, and (9) White Page listings to independent third party publishers?~~

Q. WHICH PARTS OF THIS ISSUE ARE YOU ADDRESSING?

A. My testimony will address sub-parts (4), (5), ~~and (8).~~ Sub-parts (1) ~~and (3)~~ are addressed in the testimony of Ron Pate. The definition of parity, as well as sub-part (2) are addressed in the testimony of Alphonso Varner. ~~Sub-parts (6), (7), and (9) have been resolved.~~

Issue 3(b)(4): [ITC^DeltaCom No. 2] Pursuant to the definition of parity, should BellSouth be required to provide access to numbering resources?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth should not be required to provide access to numbering resources to ITC^DeltaCom as BellSouth is no longer the North American Numbering Plan Administrator ("NANPA"). The transition of responsibility from Bellsouth to Lockheed-Martin as NANPA began on July 6, 1998 and concluded on August 14, 1998 when Lockheed-Martin assumed full responsibility for number administration.

Issue 3(b)(5): [ITC^DeltaCom No. 2(a)(iv)] pursuant to the definition of parity, should BellSouth be required to provide unbundled loops using IDLC technology?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. To the extent technically feasible, BellSouth will make available integrated digital loop carrier ("IDLC") technology to ITC^DeltaCom. However, IDLC equipment allows the "integration" of loop facilities with switch facilities by eliminating equipment in the central office referred to as central office terminals or "COTs". Obviously, if an Alternative Local Exchange Carrier ("ALEC") wants to serve an end-user customer over the ALEC's own switch and that end-user customer was previously served over IDLC equipment, the loop can no longer be "integrated" with the BellSouth switch.

Q. IS THERE A FALSE ASSUMPTION THAT BELLSOUTH IS NOT PROVIDING PARITY UNDERLYING THIS ISSUE AS STATED?

A. Yes. The false assumption is that IDLC circuits are somehow engineered to provide a better level of service than non-IDLC circuits. BellSouth designs its network to meet particular transmission parameters for particular grades of service. For general customer use, BellSouth uses both IDLC and non-IDLC circuits to meet facility needs as they arise. If an end-user desires specific transmission parameters, then transmission devices may be used to increase or decrease gain over portions of the circuit or the entire circuit, whether served by IDLC or non-IDLC circuits, at an additional cost to the end-user. Similarly, in meeting facility needs for basic 2-wire UNEs, BellSouth draws from the same basic pool of facilities it uses for its retail users (indeed, in many cases, it is exactly the same facility). However, if the customer has been served by an IDLC facility, it may be necessary to switch the customer to a non-IDLC facility for the reasons described above. If ITC^DeltaCom's end-user needs specific transmission parameters for a given UNE not provided by the technical specifications of the basic 2-wire UNE, ITC^DeltaCom may order a different UNE that provides those parameters, or it may submit a Bona Fide Request ("BFR") for a UNE with those unique transmission parameters.

~~Issue 3(b)(8): [ITC^DeltaCom No. 2(b)(i)] Pursuant to the definition of parity, should BellSouth be required to provide priority guidelines for repair and maintenance and UNE provisioning?~~

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. With regard to repair and maintenance guidelines, BellSouth should not be required to follow the same priority guidelines because BellSouth is not able to identify the ALEC's end-user. On UNE loops, BellSouth's records show only the name of the ALEC, not the name or any other end-user information about the ALEC's customer. Without that information, BellSouth simply does not have the capability to administer repair and maintenance priority guidelines for ALECs. However, the general restoration guidelines for UNE facilities approximate those that BellSouth uses for its retail customers. For example, a 2-wire UNE (2-wire analog voice grade loop non-designed (SL1)) has a 24-hour repair interval that is comparable to the 24-hour repair interval for a simple residence or business line. By contrast, an interoffice transport DS1 UNE has a 4-hour repair interval, which is comparable to the 4-hour repair interval for BellSouth's MegaLink service. In emergency restoration situations such as the total outage of a hospital, BellSouth will respond when notified by an ALEC in the same manner as if the hospital were served directly by BellSouth. Both the general repair guidelines and the emergency restoration procedures are set forth in the model Operational Understanding Between BellSouth Maintenance Centers and ALEC Maintenance Centers, which is available from BellSouth's ALEC Account Teams.

Provision of UNEs is not the same as provision of retail service. BellSouth does not provide UNEs to itself or to its retail customers. As such, UNE installation intervals are scheduled in accordance with BellSouth's Products & Services Interval Guide for Interconnection Services. This guide is available on the internet at http://www.interconnection.bellsouth.com/guides/intl_is2/indexf.htm.

Issue 10: [ITC^DeltaCom No. 2(b)(iv)] Should the parties be required to perform cooperative testing within two hours of a request from the other party?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. It is BellSouth's understanding that Issue 10 has been resolved; however, BellSouth reserves the right to file testimony on this issue, should it be further disputed.

Issue 11: [ITC^DeltaCom No. 2(c)(i)] Should BellSouth be required to provide NXX testing functionality to ITC^DeltaCom? If so, how?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth's position is that it should not be required to provide NXX testing functionality to ITC^DeltaCom.

Q. HAS BELLSOUTH PREVIOUSLY COMMUNICATED WITH ITC^DELTACOM ABOUT NXX TESTING FUNCTIONALITY?

A. Yes. In response to a request from ITC^DeltaCom in 1998, BellSouth considered this request and responded to it in a letter dated May 11, 1998, which contained the following points:

- First, BellSouth informed ITC^DeltaCom that it could accomplish the desired testing by installing a foreign exchange ("FX") line to the BellSouth offices in which ITC^DeltaCom wishes to conduct test calls. This suggestion was based on the fact that BellSouth itself utilizes FX lines to test its own switch provisioning.

- Second, BellSouth researched a proposal by ITC^DeltaCom to utilize a "software" fix that would provide remote call testing. BellSouth was informed by its switch suppliers that while the Northern Telecom DMS and the Siemens EWSD switches have such a capability, BellSouth's Lucent 5ESS switches are not equipped with the capability to provide such a feature. Because BellSouth's network architecture includes many 5ESS switches, BellSouth declined to provide the requested arrangement.

- Third, BellSouth informed ITC^DeltaCom that BellSouth had already responded to ALEC concerns about accurate and timely activation of all its NXX codes by establishing, effective May 15,

1998, an NXX activation Single Point of Contact ("SPOC"). Among other functions, the NXX SPOC coordinates the activation of ALEC NXX codes within BellSouth and provides a trouble-reporting center for ALEC code activation.

ITC^DeltaCom recently renewed its request for some kind of NXX testing functionality, and the request is currently undergoing a coordinated review by affected BellSouth workgroups. Should it be determined that the request can be granted, BellSouth will apprise ITC^DeltaCom of its findings and the related costs which would be involved.

It is not necessary that any decision regarding this matter be considered as mandatory by any regulatory body. BellSouth believes it has met its obligations under the 1996 Act and the FCC's rules by offering the FX line option discussed above because it is the same means by which BellSouth accomplishes NXX testing for its own purposes. Further, as a practical matter, BellSouth believes that the operation of the NXX SPOC has dramatically reduced, if not eliminated, the perceived need by ITC^DeltaCom to conduct its own NXX testing and verification. Since its establishment in mid-1998, the NXX SPOC has operated very successfully in keeping NXX activation problems to a minimum. The NXX SPOC provides ITC^DeltaCom with a positive report on the activation of all of ITC^DeltaCom's NXXs that are activated in BellSouth. A written response is provided to

ITC^DeltaCom when BellSouth's Complex Translations Group has provisioned the NPA/NXX in the appropriate BellSouth switches and BellSouth has completed mechanized Automatic Message Accounting ("AMA") testing and validation. Since it began operation, the NXX SPOC has tracked the provisioning and testing of approximately 1,700 NXXs for facility-based ALECs and Independent Telephone Companies and has been involved in the resolution of 121 customer related routing troubles.

Issue 12: [ITC^DeltaCom No. 2(c)(ii)] What should be the installation interval for the following loop cutovers:

(a) single

(b) multiple

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. The target time for a conversion interval is 15 minutes for a single loop cutover. This allows for setup and conversion time as discussed in detail below. Multiple loop cutover targets are based on this time interval, but recognize efficiencies achieved during multiple loop cutovers.

Q. WHAT ARE REASONABLE INTERVALS FOR MULTIPLE LOOP CUTOVERS?

A. Fifteen minutes is the time targeted for a single loop cutover for the reasons discussed in detail below. Thus, the baseline for a multiple loop cutover for ten (10) loops would be one hundred and fifty (150) minutes and for thirty (30) loops would be four hundred and fifty (450) minutes. As noted earlier, BellSouth recognizes that some efficiencies are achieved in a multiple loop cutover situation. Therefore, BellSouth is willing to agree to an interval of sixty (60) minutes for up to ten (10) loop conversions and one hundred and twenty (120) minutes for conversions involving no more than thirty (30) loops. These intervals are reasonable and have been accepted by one of the largest facilities-based ALECs in BellSouth's region.

Q. WHAT IS INVOLVED IN PERFORMING A LOOP CUTOVER?

A. I have provided Exhibit WKM-1 that shows, pictorially and with a brief narrative, the various work steps involved in a typical loop cutover. These photographs were taken in BellSouth's Norcross, Georgia, central office; however, the work steps are identical in all nine states in BellSouth's region. Briefly, the work steps involved are:

- The BellSouth central office technician receives a call to begin cutover and asks for the cable pair number of the loop to be cutover. This is shown on page 1 of Exhibit WKM-1.
- The technician types the cable pair number into a database to find the order number. This is shown on page 2 of Exhibit WKM-1.
- The technician retrieves a copy of the work order for the unbundled

loop. This is shown on page 3 of Exhibit WKM-1.

- The technician in the BellSouth central office responds to the BellSouth UNE Center's request to initiate the overall cutover of service from BellSouth to the ALEC. This is shown on page 4 of Exhibit WKM-1.
- The technician then verifies that the correct loop has been identified for cutover. This is done using a capability referred to as Automatic Number Announcement Circuit ("ANAC"). The technician plugs a test set onto the loop and dials a special code. The telephone number associated with that loop is played audibly. This is shown on page 5 of Exhibit WKM-1.
- Next, the technician locates existing jumper on the BellSouth Main Distributing Frame ("MDF") between the loop and the BellSouth switch. This is shown on pages 6-7 of Exhibit WKM-1.
- The technician locates and removes the end of the jumper connected to the BellSouth cable pair. This is shown on page 8 of Exhibit WKM-1.
- The technician then locates and removes the end of the jumper connected to the BellSouth switching equipment. This is shown on page 9 of Exhibit WKM-1.
- The technician then connects the first end of this new jumper between the loop and a connector block on a cable rack with tie cables to the ALEC's collocation arrangement. This is shown on page 10 of Exhibit WKM-1.
- The technician then weaves the new jumper wire through the cable

rack to reach the tie cables to the ALEC's collocation arrangement. This is shown on page 11 of Exhibit WKM-1.

- The technician connects the second end of the new jumper to the tie cable to the ALEC's collocation equipment. This is shown on page 12 of Exhibit WKM-1.
- The technician next verifies that the loop is connected to the expected switch port and telephone number in the ALEC's switch, again using ANAC capabilities. This is shown on page 13 of Exhibit WKM-1.
- Upon successful completion of the loop cutover, the technician verifies with the ALEC that the order was correctly worked, closes the order, and notifies the UNE Center. This is shown on page 14 of Exhibit WKM-1.

Naturally, any errors (both BellSouth's errors and the ALEC's errors) slow the process while corrections are identified and made. Thus, BellSouth should not be held responsible for delayed cutovers due to problems or errors caused by the ALEC. It is obvious from the many steps that have to be taken to correctly perform a loop cutover that the 15-minute timeframe appropriate for a single loop would not be a reasonable timeframe for a multiple loop cutover for a large end-user such as a major bank or manufacturing firm.

Q. IS BELLSOUTH IN TOTAL CONTROL OF THE LOOP CUTOVER PROCESS?

A. Absolutely not. As discussed above, loop cutovers require high levels of coordination between BellSouth and the ALEC to which the unbundled loop is being provided. If an ALEC fails to perform a function in a timely fashion, the delay directly impacts the overall cutover time. Therefore, any measurement of average loop cutover times will reflect not only the efficiency of BellSouth's systems and employees' skills, but also the efficiency of the ALEC's systems and employees' skills. For example, one step in the process occurs after the loop is removed from BellSouth's switch and is connected to the ALEC's switch. At this point in the cutover, tests are performed to verify that the loop is connected to the expected port in the ALEC's switch. However, if the ALEC has a defective switch port, or has provided an invalid switch port number, or any of a number of other possible errors occurs, BellSouth is powerless to move forward until the ALEC takes appropriate corrective steps. While the ALEC is doing so, the total cutover time clock is still running. Thus, while BellSouth strives to complete loop cutovers in as timely and effectively a manner as possible, BellSouth cannot be saddled with the entire responsibility for meeting the stated interval, especially given the ALEC's contribution to total cutover time.

Issue 15: [ITC^DeltaCom No. 2(c)(v)] Should BellSouth be required to designate specific UNE Center personnel for coordinating orders placed by ITC^DeltaCom?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth should not be required to designate specific UNE Center personnel for cutovers. The revised language proposed by ITC^DeltaCom Attachment 2 - 2.2.5 is arbitrary in its assessment of how many personnel may be required to conduct a cutover. BellSouth carefully monitors total workload results and forecasts future workload requirements and the personnel needed to meet those requirements based on historic trends, business forecasts, and the experience of local managers. BellSouth assigns work activity in the most efficient manner to complete all functions, including work functions for all ALECs. Any deviations from this process, such as attempting to dedicate specific people to particular ALEC projects, would increase costs without necessarily providing any improvement in cutover performance. BellSouth incurs significant costs in connection with providing personnel to handle all ALEC orders for services and UNEs; therefore, it is critical that BellSouth retain the flexibility needed to meet its service and contractual obligations without any requirement to dedicate specific personnel to particular functions.

Issue 17: [ITC^DeltaCom No. 2(c)(viii)] Should BellSouth be responsible for maintenance to HDSL and ADSL compatible loops provided to ITC^DeltaCom?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth has not received sufficient documentation from ITC^DeltaCom about this issue to enable BellSouth to provide a definitive response at this time. However, if BellSouth provides the HDSL and ADSL facilities, BellSouth will provide maintenance and repair of the facilities in accordance with the terms of the tariff (ADSL services) or interconnection agreement (HDSL/ADSL compatible loops) under which they are offered. ITC^DeltaCom loop modifications are not offered as a UNE.

BellSouth does not provide HDSL and ADSL "facilities" as UNEs to ITC^DeltaCom or to any other ALEC. BellSouth does, however, provide a federally tariffed wholesale ADSL service to certain wholesale customers. BellSouth's ADSL wholesale service is a separate and distinct offering from an ADSL or HDSL *compatible* loop. The latter is offered as a unique network capability on a UNE basis to ALECs via the service inquiry process.

Q. HOW DOES THE ADSL COMPATIBLE LOOP DIFFER FROM THE TARIFFED ADSL SERVICE?

A. BellSouth's ADSL tariffed service does not normally involve installation of a new physical facility to the customer's premises because the ADSL service actually uses the customer's existing local service

facility. Unless the Network Interface Device ("NID") needs to be replaced, ADSL tariff service does not generally require a premises visit by BellSouth. On the other hand, the ADSL compatible loop offering always requires a designed physical loop facility and requires dispatch of a BellSouth technician to the customer's premises. In addition, the ADSL compatible loop requires a service inquiry, design engineering, and connection and testing activities.

Q. WHAT ARE THE IMPLICATIONS OF THESE DIFFERENCES FOR MAINTENANCE AND REPAIR RESPONSIBILITIES?

A. With respect to maintenance and repair, if BellSouth is providing its HDSL or ADSL wholesale tariffed service, the maintenance and repair are offered as part of such wholesale service. On the other hand, if BellSouth is providing a loop that has been modified from its original technical standards at the request of ITC^DeltaCom, then BellSouth can not guarantee that the modified loop will meet the technical standards of a non-modified loop.

Issue 20: [ITC^DeltaCom No. 2(c)(xiv)] (a) Should BellSouth be required to coordinate with ITC^DeltaCom 48 hours prior to the due date of a UNE conversion? ~~(b) If BellSouth delays the scheduled cutover date, should BellSouth be required to waive the applicable non-recurring charges? (c) Should BellSouth be required to perform dial tone tests at least 48 hours prior to the scheduled cutover date?~~

Q. WHICH PARTS OF THIS ISSUE ARE YOU ADDRESSING?

A. My testimony addresses sub-parts (a) ~~and (c). Sub-part (b) is addressed in the testimony of Mr. Alphonso Varner.~~

Issue 20(a): [ITC^DeltaCom No. 2(c)(xiv)] Should BellSouth be required to coordinate with ITC^DeltaCom 48 hours prior to the due date of a UNE conversion?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. With regard to sub-part (a), BellSouth opposes the 48-hour requirement for all UNEs as set forth in ITC^DeltaCom's proposed language at Att. 4.9.1 as the language is too broad. For example, the language would include SL1 loops that are not normally subject to coordination. Further, with regard to SL2 loops only, BellSouth agrees that it will exert its best efforts to schedule a conversion date and time 24 to 48 hours prior to a conversion.

~~**Issue 20(c): [ITC^DeltaCom No. 2(c)(xiv)] Should BellSouth be required to perform dial-tone tests at least 48 hours prior to the scheduled cutover date?**~~

~~Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?~~

A. With regard to sub-part (c), BellSouth's understanding is that what ITC^DeltaCom apparently wants is for a BellSouth technician to verify ITC^DeltaCom's facilities between BellSouth's central office and ITC^DeltaCom's central office are in working order. Further, ITC^DeltaCom wants BellSouth to use the ANAC functionality to verify that ITC^DeltaCom's order is correct and that the assigned ITC^DeltaCom switch port has dialtone.

While BellSouth understands the basis for ITC^DeltaCom's request, these are extra measures that in many cases do no more than perform certain testing "up front" in order to allow ITC^DeltaCom to correct its own mistakes. BellSouth is working with ITC^DeltaCom to arrive at a workable solution to ITC^DeltaCom's request.

Issue 21: [ITC^DeltaCom No. 2(f)] Should BellSouth be required to establish Local Number Portability (LNP) cutover procedures under which BellSouth must confirm with ITC^DeltaCom that every port subject to a disconnect order is worked at one time?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. ITC^DeltaCom has included new timeframes in the proposed interconnection agreement language that Bellsouth must still review before it can fully respond. BellSouth, however, does agree that coordination between itself and ITC^DeltaCom is extremely important

for LNP order cutovers. Additionally, BellSouth already has LNP cutover procedures in place.

Issue 29: [ITC^DeltaCom No. 3(h)] If ITC^DeltaCom needs to reconnect service following an order for a disconnect, should BellSouth be required to reconnect service within 48 hours?

Q WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth should not be required to maintain facilities for any set period of time once a service has been disconnected. As a practical matter, once a UNE facility has been disconnected for any reason, that facility is subject to immediate reuse. In an area experiencing a shortage of facilities, it would not be unusual for a facility used by an ALEC or by a BellSouth retail unit to be reassigned within minutes in order to complete a local service request ("LSR") for an ALEC or a service order for a BellSouth retail end-user customer. Therefore, while BellSouth will exert its best efforts to reconnect facilities in unusual situations as expeditiously as possible, BellSouth can not commit to reconnect service after disconnection. It should be pointed out that the ALEC shares the responsibility to conduct appropriate tests prior to any cutover activity, thus avoiding any need to reconnect a service.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

BY MR. GOGGIN (Continuing):

Q Mr. Milner, have you prepared any exhibits associated with your testimony?

A Yes, there was one exhibit marked as WKM-1, and it's 14 pages long.

Q Were these exhibits prepared by you or under your direction and supervision?

A Yes.

Q Are there any corrections or changes to your exhibit?

A No.

MR. GOGGIN: We'd like to have the exhibit marked for identification at this time.

COMMISSIONER CLARK: We'll mark it as Exhibit 28.

BY MR. GOGGIN (Continuing):

Q Mr. Milner, have you prepared a summary -- I'm sorry. Have you prepared any, or prefiled in this case any rebuttal testimony consisting of 19 pages -- I'm sorry -- consisting of 11 pages?

A Yes, that's right.

Q Do you have any additions, corrections, or changes to your rebuttal testimony?

A No.

Q If I were to ask you the same questions that

were posed in that testimony today, would your answers to the questions be the same?

A Yes, they would.

MR. GOGGIN: BellSouth would like to have Mr. Milner's rebuttal testimony entered into the record as read.

COMMISSIONER CLARK: It will be entered in the record as if read.

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF W. KEITH MILNER

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 990750-TP

SEPTEMBER 13, 1999

Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS AND YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").

A. My name is W. Keith Milner. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I have served in my present role since February 1996, and have been involved with the management of certain issues related to local interconnection, resale, and unbundling.

Q. ARE YOU THE SAME KEITH MILNER WHO PREVIOUSLY FILED DIRECT TESTIMONY IN THIS DOCKET?

A. Yes, I am.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My testimony will rebut portions of the testimony filed by ITC^DeltaCom witness Thomas Hyde.

Q. MR. HYDE STATES ON PAGE 3 OF HIS TESTIMONY THAT BELLSOUTH'S TECHNICAL REFERENCES SHOW THAT TRANSMISSION STANDARDS FOR END-TO-END SERVICE ARE NOT AS STRINGENT AS THOSE TRANSMISSION STANDARDS FOR PORTIONS OF AN END-TO-END SERVICE. HE FURTHER STATES THAT ALECS MUST "RELY ON THE LESSER QUALITY REQUIREMENTS FOR THE END-TO-END SERVICE." PLEASE RESPOND.

A. I assume that Mr. Hyde's use of the term "end-to-end service" refers to a finished service rather than to a UNE. It may be true in some cases that portions of a finished service, when requested separately, have different transmission standards than entire end-to-end services, because of the inter-relatedness of the individual components. For example, various transmission devices may be used to increase or decrease gain over portions of the circuit or over the entire circuit. However, the real issue here is whether ITC^DeltaCom has requested specific transmission parameters for a given UNE. As this Commission is aware, the Bona Fide Request ("BFR") process exists for just such cases about which Mr. Hyde complains. I am unaware of any BFR having been made by ITC^DeltaCom for unique transmission parameters. Should ITC^DeltaCom choose to issue such a BFR, BellSouth will gladly investigate the technical feasibility of ITC^DeltaCom's request.

Q. ON PAGE 3 OF HIS TESTIMONY, MR. HYDE ASSERTS THAT

BELLSOUTH PROVIDES AN INFERIOR SERVICE TO ALECS REQUESTING UNBUNDLED LOOPS WHERE THE CUSTOMER WAS SERVED OVER INTEGRATED DIGITAL LOOP CARRIER ("IDLC") EQUIPMENT. PLEASE RESPOND.

A. Mr. Hyde acknowledges that BellSouth has several methods by which it makes unbundled loops available to ALECs. He names three such methods: (1) the use of a copper loop; (2) moving the loop to Universal Digital Loop Carrier ("UDLC") equipment; and (3) "side door" ports through the central office switch. The methods Mr. Hyde names are three of the six methods BellSouth uses to provide access to loops served by IDLC. I will discuss each of these six methods later in my testimony. IDLC equipment allows the "integration" of loop facilities directly with switch facilities by eliminating interfacing equipment in the central office referred to as central office terminals or "COTs". Obviously, if an ALEC wants to serve an end user customer over the ALEC's own switch and that end user customer was previously served over IDLC equipment, the loop can no longer be "integrated" with the BellSouth switch. Instead, the loop must be removed from BellSouth's switch so that it can be connected to the ALEC's switch. The methods Mr. Hyde names are all methods by which an unbundled loop may be provided such that the ALEC may use the unbundled loop with its own switch. Mr. Hyde apparently envisions some other method, though he fails to describe what that other method is or how it might be accomplished. Instead, Mr. Hyde opines as to what the technical characteristics and resultant costs associated with providing such an

alternative should be. If Mr. Hyde knows of such a new method, he has not described it in his testimony; nor am I aware of any other method than those that BellSouth has already put forward.

Q. WHAT ARE THE TECHNICALLY FEASIBLE METHODS THAT HAVE BEEN IDENTIFIED TO PROVIDE UNBUNDLED LOOPS TO REQUESTING ALECS?

A. The FCC identified several technically feasible methods to unbundle loops served by IDLC (First Report and Order, Paragraph 384). BellSouth utilizes these and other methods in provisioning unbundled loops where those loops are currently served by IDLC. BellSouth also is willing to consider any other technically feasible method proposed by ITC^DeltaCom.

To date, six technically feasible methods have been identified, though not all six are available in a specific location. Briefly, the six methods are:

1. Remove the loop distribution pair from the IDLC and re-terminate the pair to either a spare metallic feeder pair (copper pair) or to a spare universal digital loop carrier facility in the feeder route or Carrier Serving Area (CSA). For two-wire ISDN loops, the universal digital loop carrier facilities may be made available through the use of Conklin BRITEmux or Fitel-PMX 8uMux equipment.

2. Remove the loop distribution pair from the IDLC and re-terminate the pair to utilize spare capacity of existing Integrated Network Access (INA) systems or other existing IDLC that is terminated on a digital cross-connection system (DCS) equipment. This will allow the unbundled loop channel to be routed to a channel bank where it can be de-multiplexed for delivery to the requesting ALEC or for termination in a Digital Loop Carrier ("DLC") channel bank for concentration.

3. Utilize switch functionality referred to as "side-door/hairpin" capabilities if any existing IDLC is terminated on a peripheral with these capabilities. In essence, this method requires the loop to remain terminated directly into the switch and the "side-door/hairpin" capabilities allow the loop to be provided individually to the requesting ALEC. This method does, however, require that the loop be routed through the BellSouth switch (thus consuming switch resources) before being provided to the requesting ALEC.

4. If a given IDLC system is not served by a switch peripheral that is capable of "side-door/hairpin" functionality, move the IDLC system to switch peripheral equipment that is "side-door/hairpin" capable.

5. Install and activate new UDLC facilities or Next Generation Digital Loop Carrier (NGDLC) facilities and move the requested loop from the IDLC to the new facilities. In the case of UDLC, if growth will trigger activation of additional capacity within two years, activate new UDLC capacity to the distribution area. In the case of NGDLC, if channel banks are available for growth in the CSA, activate

NGDLC unless the DLC enclosure is a cabinet already wired for older DLC systems.

6. Convert some existing IDLC capacity to UDLC. If growth will not trigger additional capacity within two years, convert some existing IDLC capacity to UDLC.

Q. ON PAGE 5 OF HIS TESTIMONY, MR. HYDE ASSERTS THAT "THE ONLY WAY FOR AN ALEC TO KNOW WHETHER A FEATURE WILL WORK IS TO CONVERT THE CUSTOMER'S SERVICE." DO YOU AGREE?

A. No. Mr. Hyde's complaint that ITC^DeltaCom must convert a customer to determine if certain features will work is true only if ITC^DeltaCom ignores the information regarding functionality which BellSouth provides via technical service descriptions. The inherent capabilities of the various types of loops (that is, copper loops, IDLC loops, and UDLC loops) are the same whether used for a BellSouth retail customer or an ALEC's customer. IDLC equipment is not universally available in BellSouth's network. For example, in Florida, 59% of loops utilize copper alone, 28% are served by loops utilizing IDLC, and 13% are served by loops utilizing non-IDLC equipment, also referred to as UDLC. Thus, BellSouth's own retail customers are served from a variety of copper loops, loops served by IDLC equipment, and loops served by non-IDLC equipment. Further, BellSouth's retail customers are subject to being moved from one type of serving facility to another as engineers execute loop rearrangements to

economically serve particular geographic areas. With regard to the basic issue of parity, ALEC end-users and BellSouth retail customers are both subject to being served by a variety of methods, all of which provide service in compliance with published technical service descriptions. Thus, BellSouth is providing ALECs with nondiscriminatory access to all of BellSouth's loops, including those loops using IDLC equipment.

Q. MR. HYDE DISCUSSES ON PAGE 5 OF HIS TESTIMONY A FEATURE CALLED "FORWARD DISCONNECT." DOES BELLSOUTH SUPPORT THE USE OF FORWARD DISCONNECT ON ALL UNBUNDLED LOOPS?

A No. For the vast majority of loops, forward disconnect is supported for both ALEC's end-users and BellSouth's retail customers. However, Mr. Hyde correctly notes the BellSouth's technical specifications for unbundled loops clearly explain that forward disconnect may not work on certain UNE loops. Some older digital loop carrier systems still in service in the BellSouth network are not capable of providing forward disconnect signaling. Those systems comprise a very, very small and steadily decreasing portion of the BellSouth network. Therefore, on the small percentage of loops utilizing these older systems, BellSouth cannot provide forward disconnect regardless of whether the customer is an ALEC end-user or a BellSouth retail customer.

So, Mr. Hyde's complaint that somehow BellSouth should be providing this forward disconnect functionality as a matter of parity in all cases is

groundless. His assertion that the ALEC industry is faced with foregoing competition because of the lack of this functionality in every instance is without merit. BellSouth retail customers and the ALEC's end-users are affected on an equal basis. Therefore, there is no issue of discriminatory treatment.

Q. IS MR. HYDE'S REFERENCE TO A RULING BY THE TENNESSEE REGULATORY AUTHORITY ("TRA") APPROPRIATE?

A. No. While Mr. Hyde's quote from the TRA's June 30, 1998, conference is correct, he failed to note that the TRA subsequently decided to reconsider its decision. As of the date of this testimony, the TRA has yet to issue a final written order.

Q. ON PAGE 11 OF HIS TESTIMONY, MR. HYDE ALLEGES THAT BELLSOUTH DOES NOT PROVIDE ADEQUATE MAINTENANCE OF THE UNBUNDLED NETWORK ELEMENTS PROVIDED TO ITC^DELTACOM. PLEASE RESPOND.

A. First, I note that Mr. Hyde offers nothing more than anecdotal stories that he alleges somehow apparently portray a pattern of behavior by BellSouth. If indeed there is such a pattern, I am surprised that Mr. Hyde did not provide any facts to support his allegations. Instead, he uses words and phrases such as "there have been instances" and "frequently".

Although UNEs are, by definition, not analogous to retail services, BellSouth's target for restoration of a 2-wire UNE (2-wire analog voice grade loop non-designed) is 24 hours, as I stated in my direct testimony. This target approximates BellSouth's objective for retail service for basic residence or business lines. An interoffice transport DS1 UNE has a 4-hour target repair interval. Similarly, BellSouth's target repair interval for its retail service, MegaLink, is 4 hours.

Second, in the case of unbundled loops, BellSouth's first choice is to re-use the same loop as was used to provide service to the end user customer when BellSouth was the service provider. Thus, in many cases the same loop, along with the same characteristics, is made available to the ALEC for its use in providing service. If ITC^DeltaCom wants a type of loop with specific technical characteristics different from BellSouth's current offering of loop types, ITC^DeltaCom is free to use the BFR process. I am unaware of any such request from ITC^DeltaCom.

Q. DO YOU AGREE WITH MR. HYDE'S ASSERTION ON PAGE 14 OF HIS TESTIMONY THAT "THERE IS NO DIFFERENCE" BETWEEN AN ADSL COMPATIBLE UNE LOOP AND A VOICE GRADE UNE LOOP?

A. Absolutely not. Not all of BellSouth's loops are ADSL compatible. ADSL service requires that certain technical standards be met. BellSouth's ADSL compatible loops meet those technical standards while other BellSouth loops do not. Mr. Hyde's assertion brushes by the significant

factors of service inquiry, design engineering, and connection and testing activities involved in transforming a non-designed and possibly "loaded" voice grade UNE loop into an ADSL compatible loop.

Q. HOW DO YOU RESPOND TO MR. HYDE'S ALLEGED EXAMPLES ON PAGES 16-18 OF HIS TESTIMONY OF SERVICE ORDERS WHICH SUPPOSEDLY DEMONSTRATE A LACK OF PARITY IN THE SERVICE ORDER PROCESS?

A. BellSouth witness Alphonso Varner will address any issues of parity associated with this question. It is important to note, however, that unsuccessful service orders will occur daily in both BellSouth's retail and ALEC processes due to a variety of reasons, such as lack of facilities, unanticipated personnel shortages, and the like. BellSouth continually strives to minimize such occurrences by analyzing examples such as those cited by Mr. Hyde and then taking appropriate corrective actions. Indeed, the very exhibits Mr. Hyde has introduced are a part of an interactive quality improvement process between BellSouth and ITC^DeltaCom at the working level to reduce the volume of problems by identifying root causes and taking corrective actions. Individual occurrences by themselves do not mean, as Mr. Hyde seems to contend, that BellSouth's processes fail to provide ALECs with an equal opportunity to compete. It is interesting to note that the number of orders Mr. Hyde listed for analysis dropped from 41 in Exhibit TAH-1 (Jan/Feb orders) to 17 in Exhibit TAH-3 (June/July orders). Further, in reviewing typical cases

listed in Exhibit TAH-3, it is clear in several cases that the due date was not missed, only that some minor problem occurred in completing the order, or that the end-user requested a delay, or that the customer's facilities were not ready. For example, in the only Florida order on the list, there was a minor delay while both parties ran tests to identify a jack problem, but the order was completed on the due date. In the last order on the exhibit (for a customer in Greenville, S. C.), the order was completed on the due date, but a minor problem with one of the eleven lines was encountered after the cutover. Seven of the seventeen cases listed could not be worked due to a lack of facilities. While the facility delays on the seven orders are regrettable, they are not a failure of service order processing or evidence of discriminatory treatment of ITC^DeltaCom end-users. Those same end-users would have been similarly treated had they been BellSouth's retail customers.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.

BY MR. GOGGIN (Continuing):

Q Mr. Milner, do you know whether David Thierry of BellSouth prefiled any direct testimony in this matter?

A Yes, he did.

Q Have you reviewed the testimony?

A I have.

Q If I were to ask you the same questions that were posed to Mr. Thierry, with the exception of those that relate to his identity and his background, would your answers to those questions be the same?

A Yes, they would.

MR. GOGGIN: At this time we'd like to ask that Mr. Milner be permitted to adopt Mr. Thierry's testimony and have it admitted into the record.

COMMISSIONER CLARK: It will be admitted in the record.

BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF DAVID L. THIERRY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 990750-TP

AUGUST 16, 1999

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS ADDRESS.

A. My name is David Thierry. I am employed by BellSouth Telecommunications, Inc. ("BellSouth") as Manager - Interconnection Services. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. My education includes a Bachelor of Arts in Economics from Emory University, Atlanta, Georgia in June of 1985. My professional career with BellSouth spans over eleven years and includes experience in the development of service cost studies, the development of tariffs, and physical collocation contract negotiations. In my current position, I manage our physical collocation contract negotiator and work with subject matter experts

within BellSouth to ensure that our physical collocation contract reflects current regulations and BellSouth policies.

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE A STATE COMMISSION?

A. Yes. I testified before the Florida Public Service Commission in Docket 980800-TP.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony provides BellSouth's position on a number of collocation issues raised by ITC^DeltaCom ("DeltaCom") in its Petition for Arbitration filed with the Florida Public Service Commission ("Commission"). Specifically, I am responding to Issues 36 ~~and 37~~ [ITC^DeltaCom Issues 4(a) ~~and 4(c)~~].

Issue 36 [ITC^DeltaCom No. 4(a)]: Should BellSouth provide cageless collocation to ITC^DeltaCom 30 days after a firm order is placed?

Q. IS BELLSOUTH REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION'S (FCC) RECENT ADVANCED SERVICES ORDER TO MAKE CAGELESS COLLOCATION AVAILABLE 30 DAYS AFTER A COMPLETE APPLICATION IS FILED, AS ITC^DELTACOM ASSERTS IN ITS PETITION?

A. No. BellSouth is not required by the FCC's Advanced Services Order to provide cageless collocation within 30 days. In fact, in paragraph 54 of the Order, the FCC states, "[w]e do not adopt specific provisioning intervals at this time. We have adopted several new collocation rules in this Order, and we do not yet have sufficient experience with the implementation of these new collocation arrangements to suggest time frames for provisioning." (¶ 54 First Report and Order and Further Notice of Proposed Rulemaking, CC Docket 98-147)

Q. IS BELLSOUTH REQUIRED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE PHYSICAL COLLOCATION WITHIN 30 DAYS OF RECEIPT OF A BONA FIDE FIRM ORDER?

A. No. The Florida Public Service Commission has issued guidelines regarding the time frames to provide physical collocation space in Florida (Order No. PSC-96-1579-FOFTP). Although the Commission's Order was an arbitration order between parties that did not include ITC^DeltaCom, BellSouth uses the Commission's Order as a guideline when providing physical collocation space to all collocators in Florida. BellSouth believes it is operating within the parameters of the Commission's guidelines by negotiating time periods on a per request basis. The Commission, in Order No. PSC-98-0595-PCO-TP, issued on April 27, 1998, stated that:

> "As stated in the Order, the parties may reach an agreement as to the time for a particular request. The purpose of the three month time frame is to serve as a guideline of what we consider reasonable. We

find that our Order is clear as to our intent that the parties to a request for collocation would attempt to resolve any problems with that time frame on a case by case basis, and would only come to us if they were unable to resolve their problems."

BellSouth uses its best efforts to complete ITC^DeltaCom's collocation installations, and indeed all collocation installations in Florida, as soon as possible and, when feasible, within the three month interval prescribed in the Florida Commission's Order.

Q. SHOULD BELLSOUTH BE REQUIRED TO MAKE CAGELESS COLLOCATION AVAILABLE 30 DAYS AFTER ITC^DELTACOM'S SUBMISSION OF A BONA FIDE FIRM ORDER?

A. No. BellSouth's has found that its provisioning interval is not controlled by the time required to construct an arrangement enclosure. When BellSouth has performed the construction of an arrangement enclosure, the activities required to design and construct the enclosure were a relatively minor portion, and certainly not the controlling factor, in the provisioning interval for collocation. Included in the overall provisioning interval is the time required to complete the space conditioning, add to or upgrade the heating, ventilation, and air conditioning system for that area, add to or upgrade the power plant capacity and power distribution mechanism, and build out network infrastructure components such as the number of cross-connects requested. When the construction of an arrangement enclosure is not required or is not

performed by BellSouth, all other collocation area and network infrastructure work must still take place. The absence of enclosure construction has little, if any, bearing on the overall provisioning interval. BellSouth commits to complete its construction and provisioning activities as soon as possible but, at a maximum, within the intervals specified in the agreement BellSouth has proposed to ITC^DeltaCom. Because space preparation and network infrastructure work must be completed regardless of the type of arrangement selected, BellSouth's provisioning intervals of 90 business days under normal conditions or 130 business days under extraordinary conditions are appropriately applied to either enclosed (caged) or unenclosed (cageless) physical collocation.

Issue 37: [ITC^DeltaCom No. 4(c)] Should ITC^DeltaCom and its agents be subject to stricter security requirements than those applied to BellSouth's agents and third party outside contractors?

Q. ARE BELLSOUTH'S SECURITY REQUIREMENTS IMPOSED UPON ITC^DELTACOM MORE STRICT THAN THOSE APPLIED TO ITS EMPLOYEES OR THIRD PARTY VENDORS?

A. No. BellSouth imposes the same level of security on ALEC employees given access to BellSouth's central offices as it imposes on its own employees, agents or approved third party vendors.

Q. WHAT ARE THE SECURITY MEASURES BELLSOUTH UTILIZES WITH ALEC EMPLOYEES GIVEN ACCESS TO BELLSOUTH CENTRAL OFFICES?

A. These security measures are as follows: (1) BellSouth requires the use of card reader and/or key access to its central office premises. For this access, BellSouth requires submission of an application containing the social security number or drivers license number and CLEC-provided employee identification number of the individual to which the card/key will be assigned; (2) BellSouth has developed security training that it requires ALECs to provide to its employees prior to their being given access to BellSouth central offices; and (3) BellSouth requires the ALEC to perform a criminal background check of each ALEC employee being considered for access to a BellSouth central office. In the event there is a misdemeanor conviction, then the ALEC should provide a copy of the background check to BellSouth for review.

Q. ARE BELLSOUTH'S SECURITY REQUIREMENTS IN COMPLIANCE WITH THE FCC'S ORDER?

A. Yes. BellSouth has a right and an obligation to put in place security requirements to protect its network and the networks of other collocated carriers. The FCC expressly recognized the importance of an ILEC's security obligations in its recent Order 99-48. In pertinent part, the FCC states:

"We conclude, based on the record, that incumbent LECs may impose security arrangements that are as stringent as the security arrangements that incumbent LECs maintain at their own premises either for their own employees or for authorized contractors. To the extent existing security arrangements are more stringent for one group than for the other, the incumbent may impose the more stringent requirements" (FCC 99-48, ¶ 47).

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

BY MR. GOGGIN (Continuing):

Q Mr. Milner, do you know whether Mr. Thierry submitted any prefiled rebuttal testimony in this matter?

A Yes, there was.

Q Have you had a chance to review the testimony?

A Yes.

Q Do you wish to adopt the testimony?

A Yes.

Q Do you have any additions, corrections, or changes to make to that testimony at this time?

A No.

Q With the exception of the questions that relate to his identity or background, if I were to ask you the same questions that were posed in his prefiled rebuttal testimony, would your answers to those questions be the same?

A Yes.

MR. GOGGIN: BellSouth would like to ask that Mr. Thierry's testimony -- rebuttal testimony be entered into the record as if read by Mr. Milner.

COMMISSIONER CLARK: It will be entered in the record as if read.

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF DAVID L. THIERRY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 990750-TP

SEPTEMBER 13, 1999

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH" OR "THE COMPANY") AND YOUR BUSINESS ADDRESS.

A. My name is David Thierry. I am employed by BellSouth as Manager - Interconnection Services. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. My education includes a Bachelor of Arts in Economics from Emory University, Atlanta, Georgia in June of 1985. My professional career with BellSouth spans over eleven years and includes experience in the development of service cost studies, the development of tariffs, and physical collocation contract negotiations. In my current position, I manage the Company's physical collocation contract negotiations and work with subject matter experts within BellSouth to ensure that our physical collocation contract reflects current federal and state regulations and BellSouth policies.

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE A STATE COMMISSION?

A. Yes. I testified before the Florida Public Service Commission in Docket 980800-TP.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to rebut the direct testimony of ITC^DeltaCom ("DeltaCom") witness Mr. Wood filed in its Petition for Arbitration filed with the Florida Public Service Commission ("Commission"). Specifically, I am responding to Issues 36 ~~and 37~~ [ITC^DeltaCom Issues 4(a) ~~and 4(c)~~].

Issue 36 [ITC^DeltaCom No. 4(a)]: Should BellSouth provide cageless collocation to ITC^DeltaCom 30 days after a firm order is placed?

Q. IN HIS TESTIMONY ON PAGE 22, DELTACOM WITNESS MR. WOOD STATES THAT THE PROVISIONING INTERVAL FOR CAGELESS COLLOCATION IS "SIGNIFICANTLY SHORTER THAN FOR WALLED OR CAGED COLLOCATION" BECAUSE BELLSOUTH WOULD NOT NEED TO DETERMINE IF ROOM EXISTS FOR A SEPARATED SPACE, NOR DESIGN AND CONSTRUCT AN ENCLOSURE. IS MR. WOOD CORRECT?

A. No. BellSouth's provisioning interval is not controlled by the time required to construct an arrangement enclosure. BellSouth must perform other critical activities to provide for a collocation arrangement, regardless of whether that arrangement is enclosed or unenclosed. These include providing upgrades to power capacity and supply, HVAC, as well as the cable racking and cross-connect capacity required to serve the collocation space. Mr. Wood ignores these activities. Contrary to Mr. Wood's testimony, where BellSouth performed the construction of an arrangement enclosure, the activities required to design and construct the enclosure are not the controlling factors in the provisioning interval for collocation.

Q. DELTACOM WITNESS MR. WOOD FURTHER STATES (PAGE 22) THAT THE PROVISIONING INTERVAL FOR CAGELESS COLLOCATION SHOULD BE "SHORTER THAN THAT FOR VIRTUAL COLLOCATION BECAUSE OF THE LACK OF THE ADMINISTRATIVE TASKS ASSOCIATED WITH THE EXCHANGE OF OWNERSHIP OF THE EQUIPMENT." DO YOU AGREE WITH MR. WOOD?

A. No. BellSouth does not "exchange ownership" of virtual collocation equipment, but rather executes a virtual collocation equipment lease agreement. This lease agreement is executed with the ALEC after BellSouth has made the virtual collocation space available, and the ALEC's BellSouth-certified vendor has then satisfactorily completed the installation of the ALEC's collocated equipment. BellSouth's provisioning intervals include the time required to make the space available to a virtual collocator, and not the

time required to complete the administrative tasks associated with closing out a project. Since this administrative activity is not included in the provisioning interval for virtual collocation, it has no bearing on the length of the provisioning interval.

Issue 37: [ITC^DeltaCom No. 4(c)] Should ITC^DeltaCom and its agents be subject to stricter security requirements than those applied to BellSouth's agents and third party outside contractors?

Q. WHAT IS YOUR UNDERSTANDING OF THIS ISSUE?

A. It is BellSouth's understanding that this issue has been resolved by the parties. However, BellSouth reserves the right to file testimony on this issue, should it be further disputed.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

BY MR. GOGGIN (Continuing):

Q Mr. Milner, have you prepared a summary of your testimony?

A Yes, I have.

Q Would you please proceed with that summary?

A Yes. Thank you. Good morning.

I filed testimony addressing a number of different technical issues in this proceeding. In the interest of time, however, I won't try to summarize BellSouth's position on each and every one but, rather, will focus on five.

First, regarding Issue 3(b)(5), BellSouth provides access to all its loops on an unbundled basis, including those loops that are served by equipment referred to as integrated digital loop carrier, or IDLC, and it does so by any technically feasible means.

IDLC equipment allows the integration of the loop directly with the switch by eliminating some interfacing equipment in the central office, referred to as Central Office Terminals, or COTs. Now obviously, if an ALEC wants to serve an end-user customer from its own switch, then the loop must be removed from BellSouth's switch and then made available on an unbundled basis such that the ALEC can connect the loop then with its own switch.

Now there seems to be some assumption that an IDLC loop is somehow engineered to provide a better level of service than non-IDLC loops; however, this is not true. BellSouth uses both IDLC and non-IDLC loops, as well as copper loops, to meet the needs of its customers. And, similarly, to provide unbundled loops to ALECs, BellSouth draws on that same basic pool of loop facilities; that is, IDLC loops, or non-IDLC loops, or copper loops, to fulfill the ALEC's request. Indeed, in many cases, it's exactly the same loop that was used for the customer when that customer was a BellSouth customer as will be used when the customer is an ALEC's customer; however, if the customer has been served by an IDLC facility, in most cases, it's necessary to move that customer to a non-IDLC facility such that the loop can then be connected to the ALEC switch instead of to BellSouth's switch.

Further, IDLC equipment is not universally available in BellSouth's network. Thus, BellSouth's own retail customers are served by this variety of loops: Copper loops, IDLC loops, and non-IDLC loops. And BellSouth's own retail customers are subject to being moved without notice from one type of loop to another as engineering factors, for example, the total length of the loop or the density of customers in a given geographic

area might dictate. But the inherent capabilities of these loops, whether they're copper, or IDLC, or non-IDLC, are the same whether they're used for a BellSouth customer or for an ALEC's customer. Thus, BellSouth believes it's providing ALECs nondiscriminatory access to all of BellSouth's loops, including those served by IDLC.

Next, Issue 11 deals with BellSouth's providing NXX code testing functionality to DeltaCom. First, let me explain that this code testing verifies that the proper routing and translations instructions are in place so that customers can be reached by any and all customers -- by any and all callers, rather. BellSouth is willing to provide NXX code testing and is working towards the method that we hope will be acceptable to DeltaCom.

First, DeltaCom may accomplish the testing that it wants to do by installing foreign exchange, or FX lines, to those BellSouth switches in which DeltaCom wishes to conduct test calls. In fact, this is how BellSouth does it itself. BellSouth uses FX lines for its own code testing. So BellSouth believes it has met its obligation under the Act and the FCC's rules by offering DeltaCom the same method that BellSouth uses to test NXX code activation.

Earlier, DeltaCom had proposed the use of a switch feature that's sometimes referred to as the "hot-shoe method." Unfortunately, this method works only in some of BellSouth's offices but not in others. Many of BellSouth switches do not have the capability at all.

What BellSouth is working towards is investigating the technical feasibility of another method by which DeltaCom may accomplish its testing. This method would use remote call forwarding, and while it's BellSouth's hope that this method will provide DeltaCom its desired testing, at present BellSouth's analysis is not complete. It appears, however, at this point that the method does work technically, but the issue of price to DeltaCom still needs to be resolved.

Lastly, BellSouth believes it's already responded to DeltaCom's and other ALECs' concerns about accurate and timely activation of NXX codes by its establishing on May 15 of 1998, BellSouth's NXX activation single point of contact, or SPOC it's sometimes referred to. The single point of contact coordinates the activation of DeltaCom's codes within BellSouth's switches and provides a trouble reporting center for DeltaCom's code activation problems should they arise. Since it began operation, the single point of contact has tracked and provisioned and tested over

1,700 NXX codes for facility-based new entrants and independent telephone companies and has resolved over 121 potential routing problems.

Issue 12 addresses the appropriate cutover intervals for loop cutovers. Fifteen minutes is the time targeted for cutover of a single loop. Thus, you know, simple arithmetic would say that the baseline for a multiple loop cutover for 10 loops would be 10 times 15 or 150 minutes, or 450 minutes for 30 loops. However, BellSouth recognizes that there are efficiencies gained in multiple loop cutovers and, therefore, BellSouth is willing to agree to an interval of 60 minutes for up to 10 loop cutovers; that is, on average, about cutting a loop about once every six minutes. And a total interval of 120 minutes for conversions involving no more than 30 loops, which would give an average of a cutover every four minutes.

BellSouth believes these intervals are reasonable, and they've been accepted by one of the larger facilities-based new entrants in BellSouth's region. Now the loop cutover process itself is complex. It requires a high level of coordination between BellSouth and DeltaCom, and any errors, both BellSouth's errors or DeltaCom's errors, can slow the process while corrections are identified and made. Thus, BellSouth

should not be held accountable for the overall cutover, and delayed cutovers especially, due to problems or errors caused by DeltaCom.

Now as I showed in my exhibit, there are about 14 or so steps, and problems anywhere along the cutover can delay the cutover while the problem is identified, or the source of the problem is identified and corrected. So the appropriate cutover time for a single loop is 15 minutes, but then again, efficiencies cause it to be less when there are more than one loop. However, what BellSouth cannot agree to, is that it will cut over all loops within 15 minutes regardless of the number. Now DeltaCom's language is not precise as to how many loops it believes ought to be cut over in 15 minutes. Mr. Hyde, when he was here, talked about the fact that he thought that that would usually be a fairly small number, but there's nothing in the proposed language that would say, for example, that it was not appropriate to cut a thousand loops within 15 minutes rather than only one or two. So we believe the right approach is that the overall amount of time for the cutover should recognize the number of loops to be cut over.

If DeltaCom fails to perform a function in a timely fashion, the delay directly impacts the overall cutover time. Therefore, any measurement of average loop

cutover times will reflect not only the efficiency of BellSouth's systems and its employees, but also the efficiency of DeltaCom's systems and its employees. For example, one step in the process occurs after the loop is removed from BellSouth's switch and is reconnected to DeltaCom's switch and a test is performed to make sure that the loop is connected to the expected port in DeltaCom's switch. If that port is defective or the wrong one was assigned or any number of other problems, BellSouth cannot move forward until DeltaCom takes appropriate corrective steps. The cutover clock, however, is still running. Thus, while BellSouth strives to complete loop cutovers in as timely and effective a manner as possible, BellSouth cannot be saddled with the entire responsibility for meeting a stated interval, especially given DeltaCom's contribution to a total cutover time.

Issue 29 addresses procedures used if ITC^DeltaCom needs to reconnect service to one of its customers following BellSouth's responding to a disconnect order from DeltaCom. BellSouth should not be required to maintain facilities for any set period of time once the ALEC's service to its customer has been disconnected, and this is for practical reasons. Once the loop has been disconnected, BellSouth uses mechanized

systems that can automatically reassign that loop. It can reassign it for a BellSouth customer or for some other ALEC's customer, especially in areas experiencing high growth or a shortage of facilities. In fact, it's not unusual for the loop to be reassigned within moments or minutes. So BellSouth will exert its best efforts to reconnect facilities as expeditiously as possible; however, BellSouth cannot commit to having spare facilities in place just in case BellSouth -- I mean rather DeltaCom wants to reconnect service.

Issue 36 concerns provisioning of intervals for cageless collocation. The parties disagreement is straightforward, I believe. DeltaCom contends that it's entitled to provisioning cageless collocation in 30 days. BellSouth's position is, first, that BellSouth is not obligated to provide a 30-day provisioning interval; and second, it's simply not feasible.

First, BellSouth is not required by the FCC's rules or the 1996 Act to provide cageless collocation within 30 days after the firm order has been placed by DeltaCom. More importantly though, there are numerous factors and activities required to fulfill a collocation request. Thus, it's neither practical nor feasible to require BellSouth to complete all of those various activities within 30 days. The time actually required to

provision a collocation arrangement, whether it's caged or cageless, includes work to expand the heating and ventilationing and air conditioning system or HVAC, connecting to the DC power plant, cable and racking to support cables to the equipment. DeltaCom's 30-day proposal is unrealistic in light of all the work that has to be undertaken.

Now DeltaCom's witness, Mr. Wood, attempts to equate provisioning of virtual collocation with cageless physical collocation; however, that's wrong for several reasons. The two services are very different, both from the billing standpoint, from the maintenance standpoint that he brought out, but more importantly, from a provisioning perspective.

Virtual collocation is typically one or two racks of equipment located within BellSouth's lineup, in other words, located in the same rows of equipment as BellSouth's equipment. When you place one or two bays of equipment in an existing lineup, there's often existing air conditioning capacity or power, but that's not always the case, as Mr. Wood tried to say.

On the other hand, for cageless physical collocation, BellSouth considers any unused space in its central offices for the placement of that equipment. Now since the space itself is unused and it's generally

placed outside the BellSouth lineup, there may not be heating and air conditioning, there may not be power, and there may not be cable racking, all things that have to be done to put that equipment in service.

So where those activities are required, BellSouth adds to the central office system, such as air conditioning and power, to make those arrangements possible. Now, obviously, it takes time to do these things. Physical collocation and virtual collocation are two very different arrangements provisioned in very different ways.

What BellSouth has offered to do is this: To use its best efforts to complete DeltaCom's physical collocation arrangements, whether caged or cageless as soon as possible, but within 90 business days for ordinary circumstances and 130 days for extraordinary circumstances. I'd also point out that BellSouth makes available a site-specific waiver; that is, a waiver of liability, such that DeltaCom can begin its work even though BellSouth and its vendors has not completed all of the work necessary, such that DeltaCom and BellSouth can do some of the work in parallel rather than waiting until the arrangement was entirely completed by BellSouth before allowing DeltaCom to do any of the work.

So this means that DeltaCom can have its

equipment installed even before BellSouth finishes all of its work, and so by working in parallel, both companies complete their work, and DeltaCom gets their installation completed earlier than they otherwise might. So I believe this Commission should find that BellSouth is providing collocation in accordance with the FCC's rules and is being responsive to ALECs' needs.

Thank you. That concludes my summary.

COMMISSIONER CLARK: Ms. Edwards.

MS. EDWARDS: Thank you, Commissioner.

CROSS EXAMINATION

BY MS. EDWARDS:

Q Good morning -- I think it's still morning -- Mr. Milner. How are you doing?

A Fine. Thank you.

Q Mr. Milner, there is no difference between ADSL provided as an overlay service and ADSL provided by an ALEC on an ADSL compatible loop, true?

A Generally true, but not in all cases. When BellSouth's -- when BellSouth provides ADSL service, it does it in a certain way. It uses certain equipment, certain vendors, but DeltaCom may or may not choose to deploy its ADSL service in exactly the same way. It may use different equipment. It may choose to use longer loops than BellSouth does, so generally they're the same

but not always.

Q Okay. I was looking at Page 10 of your deposition. You had -- you gave testimony, I believe, in a deposition on or about October 12th; is that correct?

A Yes.

Q Okay. And on Page 10 of your testimony, Line 5, beginning at Line 5.

A Yes.

Q Are you there?

A Uh-huh.

Q Okay. And I was just looking at your answer there, and I understood your answer to be: "No, I don't believe there to be." Is that not right?

A Well, that's what I said. I was responding to the word "overlay" in the question. The question said: Is there a difference between ADSL provided as an overlay service and ADSL provided by an ALEC on an ADSL compatible loop? So my answer was responding to the phrase "overlay" in that what I was trying to get across was that the underlying facility, that is the loop, is the same whether used by BellSouth in provision of its service or the loop as used as part of, in this case, DeltaCom's ADSL service.

Q Thank you, Mr. Milner. I appreciate that.

Assuming -- I'd like to kind of give you a

little bit of an assumption or hypothetical here. Assuming that DeltaCom has a competitive win of an existing BellSouth ADSL customer, the ADSL compatible loop on that service would be reused for the ALEC, correct?

A Yes. And, in fact, that's our first choice for all loop cutovers, is to reuse the loop that's already in place.

Q Okay. Now in this competitive win situation that I just previously described for you, a dispatch is not going to be required, correct?

A I'm not sure if I know the answer to that. Are we talking about a service resale situation or where DeltaCom requests an ADSL compatible loop? If we're talking about resale, then there's no dispatch necessary.

Q Okay. Let's take the situation where the BellSouth, an existing BellSouth ADSL customer decides, hey, I want to convert to DeltaCom, and DeltaCom provides the ADSL, that same exact BellSouth customer an ADSL compatible loop. There is no dispatch required in that instance, correct?

A No, I'm not -- I don't know, and I'm not really the -- probably the best witness you could ask. I recall that either Mr. Varner or Ms. Caldwell got into discussion of cost associated with ADSL-compatible

loops. I just don't know.

Q Okay. Let me try again, Mr. Milner. I think maybe I made it a little more confusing than I meant to. I was just wondering, if in that situation that I just described, if a dispatch was going to have to be required, not necessarily what cost would be involved but would there be a BellSouth person dispatched to affect that situation I described?

A Well, again, I'm -- your question does lead back to cost. I'll try to answer. Your question is: Is a dispatch required? And here's my understanding of the provisioning of ADSL compatible loops, is that a dispatch is done in order to make sure that that loop conforms to the technical standards or specifications for an ADSL compatible loop. I mean that's one of the things that you're paying for when you specify an ADSL compatible loop. If you didn't want that, there are other ways to get the -- an bundled loop that may or may not be ADSL compatible, and that's just, you know, request a voice-grade loop. But, yes, I believe that the procedure is that a dispatch is done to ensure end-to-end continuity of the circuit and to ensure that it fits within the technical parameters that ADSL must operate under.

Q Okay. When a BellSouth existing voice-grade

loop is switched to ITC^DeltaCom, there is no need for a dispatch on that loop, correct?

A No, and the -- and for very good reasons. The technical standards for voice-grade loops are not nearly so demanding as for ADSL loops. For example, voice-grade loops operate fine with bridge taps and with load coils and other devices on the loop that ADSL cannot tolerate.

Q Okay. I just want to make sure I'm clear though. The first time I asked about a situation where a customer of BellSouth is being served via ADSL but moves to DeltaCom and DeltaCom provides the ADSL-compatible loop on that service, I thought I understood the first time that you were not clear as to whether or not a dispatch would be required in that instance, but now I understand differently; is that correct?

A No. No, I don't think that's a fair characterization of what I said. I was unclear as to whether you were talking about the resale environment or the facility-based environment.

Q Okay.

A Now in the question you just posed, you said where DeltaCom provides to the customer an ADSL-compatible loop. DeltaCom doesn't do that. BellSouth provides the ADSL-compatible loop to DeltaCom with which it creates a service that it sells. So your

question encompassed two or three ways of market entry and implied that it was DeltaCom providing the loop and not BellSouth. So that was the source of my lack of clarity.

Q Okay. So I just want to make sure for the record. It is BellSouth's position that if BellSouth has an existing BellSouth ADSL customer and DeltaCom competitively wins that customer and serves that customer via an ADSL-compatible loop, there is no dispatch required, or is there a dispatch required?

A There is a dispatch required to assure DeltaCom that it's getting what it's paying for; and that is, a loop that meets the technical specifications for ADSL service.

Q Is there an option that BellSouth would be willing to provide for that dispatch to be waived?

A I mean that's something we could consider. I've not heard that proposed but, you know, that could be considered. The problem that -- the problem that sets up though is that you say I'm willing to waive the dispatch that will prove that that loop is compatible. It may lead to disagreements later on as to whether the loop was ever compatible or not, but I mean that's something that could be talked to.

Q Isn't it true that a significant percentage --

a fairly significant percentage of BellSouth's loops are already ADSL compatible?

A I don't know the exact percentage. I've never -- I don't recall looking it up. I don't know what you mean by significant. I wouldn't say the vast majority are, but I know some are obviously, but I don't know the portion.

Q Okay. BellSouth is rolling out its own ADSL service, correct?

A Yes.

Q Okay. Well, for those voice loops that are already ADSL compatible, there should be no need for dispatch in that instance, correct?

A No, I don't agree with that. All service providers can approach the market in a number of different ways. They can take the loop -- and some new entrants have said, I don't want ADSL-compatible loops from you, BellSouth, give me something else. Give me just a regular old voice-grade loop, and I'll assume the risk for it working or not. If it works, that's good, and I didn't have to pay you for that dispatch. If it doesn't, then, you know, that's part of the risk I took on. So, you know, different service providers will approach the market in different ways. And DeltaCom has those same choices. It can take ADSL-compatible loops

that we guarantee will meet, you know, the technical requirements for ADSL, or it can go another route.

Q Isn't it true that BellSouth uses a non-designed loop upon which it places an ADSL overlay?

A It's non-designed in the sense that it doesn't have test points and those sorts of things on it. That's true, yes.

Q Okay.

A An option which, you know, in answering the previous question is clearly available to DeltaCom.

Q It is technically feasible for ADSL to work on a non-designed loop, correct?

A Not in all cases, and that's exactly the point. When BellSouth says we'll provide you an ADSL-compatible loop, it's got to work. Now if you say, I'm willing to take my chances and order something that costs less, sometimes it will work and sometimes it won't.

Q But BellSouth uses ADSL on a non-designed loop, correct?

A Yes.

Q Okay. Just for a moment I'd like to give you another hypothetical set of facts. Assume for a second that, Number 1, DeltaCom, has an existing unbundled -- or has an existing UNE loop to an end user; Number 2, DeltaCom looks at the DLR card. That's the design layout

record card; is that right?

A Yes, that's right.

Q Looks at the DLR card on that UNE loop; and, Number 3, the card says it's a clean copper loop. Do you have those set of facts?

A Let me make sure. You've taken -- you've taken not necessarily an ADSL-compatible loop but some other loop for which you have a design layout record?

Q Right.

A And you've determined from that design layout record that there are no bridge taps or load coils on it?

Q It's a clean copper loop, yes.

A Okay. I understand your predicate then.

Q Okay. So at that point DeltaCom puts a DSLAM at its collocation site and a splitter at the customer premises. Isn't it true that DeltaCom can then provide ADSL service over that existing voice-grade loop?

A Not necessarily. The absence of bridge tap and load coils are some of the factors that will make it ADSL compatible, but wire gauge and overall loop length are others that you didn't mention in your predicate.

Q But if the loop assuming -- now as I understand it, those parameters are known to the industry. For example, the loop length and some of the other things you

mentioned, so with those other parameters, ITC^DeltaCom could provide ADSL service over that existing voice-grade loop, correct?

A Again, I can't answer that because it's a function of what style or what manufacture equipment DeltaCom uses to choose. Now you said the industry knows those things. I disagree with that statement. First of all, the industry doesn't know the length of the loop to my house. The industry generally knows what gauges of wires and lengths of those wires will support ADSL service; however, there are still considerable disagreements among equipment manufacturers about what the longest loop that will provide satisfactory ADSL might be. So, no, there's not consensus in the industry as to what precise loop characteristics are best for ADSL.

Q Is it your position -- is BellSouth taking the position that ITC^DeltaCom cannot provide ADSL service over an existing voice-grade loop in any instance?

A Not at all. Again, the choice is DeltaCom's. If DeltaCom says, BellSouth, give me a voice-grade loop and I, DeltaCom, will make the choice as to whether I believe it capable of supporting ADSL service, so be it. If DeltaCom wants guarantees from BellSouth, then it ought to order that loop that BellSouth guarantees will

support ADSL; that is, the ADSL-compatible loop.

Q I believe in your deposition you stated that you don't believe BellSouth provides a modified ADSL loop to its customers; is that correct?

A When BellSouth -- yes, I believe that's what I said. If you'll refer me to the page, maybe that will help me refresh.

Q I think it's Page 54. Actually, I'm wrong. Hold on for one second. I've got it written down here. Ah, I'm sorry, Mr. Milner, I directed you to the wrong page. It is, I believe -- I believe it's on Page 31, beginning on Line 22, or actually Line 18 but carries over to Page 32 ending at Line 8.

A Okay. Your question was does -- Well, why don't you just ask it again.

Q I believe you stated that you don't believe BellSouth provides a modified ADSL loop to its customers, correct?

A That's my understanding. Now let me be clear that BellSouth's customer is not the end-user customer of ADL (sic) service. It's generally an internet service provider.

Q Okay. Now are you aware that BellSouth has a press release stating that it does modify loops and it is done at no additional charge? Are you aware of that?

A I haven't seen that, no.

Q Okay. Have you seen all of the discovery that has been produced by ITC^DeltaCom to BellSouth, all the responses to discovery?

A In various degrees of review. I can't say I've studied each and every page. I generally look at those parts that I'm going to testify on.

Q Okay. I'll move on.

Mr. Milner, I was listening pretty carefully to your summary on NXX testing. I believe the last time I heard you give that summary was in North Carolina, correct?

A Yes.

Q And I understood just now, or I think I did, that BellSouth has investigated DeltaCom's proposal on NXX testing and has determined that it is technically feasible?

A Well, we don't know all the parameters. What I heard you -- or maybe what you asked me in North Carolina was whether or not I was aware that DeltaCom had, in fact, ordered remote call forwarding lines in certain offices, and at that time I didn't know. I've since -- I have since checked and found out that, yes, indeed, DeltaCom has ordered RCF lines in various of BellSouth's central offices in several states.

Q Okay.

A And, yes, the investigation we've done so far says that that probably works the way DeltaCom wants it to work. I think -- and as I mentioned in my summary, that leaves the issue of price that DeltaCom would pay BellSouth for those RCF lines.

Q Okay. And I just want to be clear. So at this point -- and I think you just stated this, but I want to make sure I understand -- it is technically feasible, and at this point the only issue left to be resolved is the issue of price, correct?

A Yes, that's my understanding. In talking with BellSouth's account manager for DeltaCom, I understand that there's a meeting scheduled for November 17 or so to, hopefully, conclude those discussions.

Q Would you be part of those discussions, Mr. Milner?

A No, I won't be. I'll most likely be in a hearing.

Q On the issue of price, just so -- We had a -- You mentioned North Carolina. Well, I mentioned North Carolina. We had talked about at some length, under the different proposals, the different types of pricing structures for NXX testing. For example, it is my understanding that the existing proposal that BellSouth

had was for the FX -- to purchase the FX lines out of the retail tariff; is that correct?

A Yes.

Q Okay. Under this remote-call-forward option or solution, BellSouth would be willing to provide this solution at TELRIC cost-based rates?

A No. And here's why. For -- And I'm not a cost expert. I'm also not a pricing expert. But I'll give you my understanding, is that remote-call-forwarding lines are not unbundled network elements. They haven't been defined by the FCC as UNEs nor any other commission that I'm aware of. So I don't think TELRIC pricing is the appropriate pricing mechanism.

Also, since DeltaCom is using these remote-call-forwarding lines for its own uses rather than reselling that to services, I think the wholesale -- or the retail discount is also not appropriate in this case. What we're talking about is testing that DeltaCom wants to do in addition to that that BellSouth does for free; and we believe that's fine. If DeltaCom wants to go behind us and do its own testing, nothing wrong with that. However, I think the appropriate price has been suggested to DeltaCom; and that is, if you want those, that we will provide them at retail.

Q Mr. Milner, you said it's already been

suggested to DeltaCom. When did BellSouth suggest that we purchase remote call forwarding at retail rates?

A If I said it's been suggested at that, I don't know that to be a fact.

Q Okay. Mr. Milner, I think I also asked you this question in North Carolina as well. I don't know if you've had a chance to check it, but in our existing Interconnection Agreement, we had a price for remote call forwarding at or about $2.73. Is it my understanding that BellSouth would not be willing to provide a more cost-based rate for remote call forwarding as opposed to its retail tariff rate in this offer?

A I don't know. I mean we're going way beyond my field of expertise. You know, I don't negotiate the agreement with DeltaCom. Your question was, Should it be provided at TELRIC rates? And I gave you my opinion as to why I thought that was inappropriate. Remote call forwarding, my understanding of the use of remote call forwarding in the existing Interconnection Agreement with DeltaCom is the use of remote call forwarding as part of interim number portability. This is something far afield from that. So I don't know that the same pricing is necessarily appropriate for this which is so far different from the use of RCF as part of an interim number portability solution, which does directly

facilitate customer service.

Q Okay. I guess my first question, and I don't know if I got the answer or not, but -- so I'm going to rephrase. Are you aware -- You are aware that there is an existing rate for remote call forwarding in our existing Interconnection Agreement, correct?

MR. ALEXANDER: At this time let me object. This has gone on. It is -- First of all, he has explained about that existing rate. It's for interim number portability. It's not in connection with doing RCF for any other purpose. He's also not the cost witness. This sounds more like discovery than it does a proceeding or a hearing. He has said negotiations are going to take place next month.

MS. EDWARDS: I think I'm just following up on the fact that Mr. Milner has changed his summary somewhat from the North Carolina proceeding, and I wanted to determine for both the purposes of this hearing and for the purposes of resolving an issue, potentially, what if any thought analysis has been made towards resolving this issue.

MR. ALEXANDER: And he has answered that to the best of his ability. She's now focusing on the price, and he said he's not the person to talk about the price. He's also not the person who negotiates

the agreement.

MS. EDWARDS: Actually, my specific question was just -- was he aware that there was an existing rate in the agreement.

MR. ALEXANDER: And that has been asked and answered.

MS. EDWARDS: I didn't get the answer, I'm sorry.

COMMISSIONER CLARK: Mr. Milner, will you answer it one more time?

WITNESS MILNER: Yes, I believe there is a rate in the Interconnection Agreement. But, again, I believe that rate was for the use of RCF in conjunction with interim number portability is my understanding.

MS. EDWARDS: Thank you.

BY MS. EDWARDS (Continuing):

Q Going back to whether the -- you stated earlier that in looking at this remote-call-forward solution that you believe it to be technically feasible, correct?

MR. ALEXANDER: That question --

A Yes.

Q Okay. And just as a foundation to my next question, what -- there is no difference between the remote-call-forward functionality that ITC^DeltaCom is

desiring and that that's in the retail tariff, correct?

A I'm not sure. There is a difference in that the form of remote call forwarding that's being provided to DeltaCom is one without a loop. I have not reviewed the tariff to see, you know, how it handles that. But my understanding is that those prices did come from the tariff, yes.

Q The remote-call-forwarding feature that was offered to DeltaCom previously in its existing Interconnection Agreement, that's not different from the feature that was offered in the retail tariff?

A The underlying feature itself you mean?

Q Yes.

A Probably not, no.

Q One last question, and I'll move on. You mentioned a November 17th meeting. Does -- has BellSouth already prepared some form of written proposal?

A I don't know. I was informed only of the progress of BellSouth's investigation as to the technical feasibility of the RCF option, and in the course of those conversations learned that there was an upcoming meeting.

Q Okay. As part of that -- if a written proposal is made, would BellSouth be willing to provide a copy of that proposal to this Commission?

MR. ALEXANDER: I think we've gone far afield

from what we're trying to accomplish here. She's now discussing what we'll do -- speculating about negotiations. Mr. Milner is not -- he has already testified he's not the person who sets the price, not the person who negotiates with DeltaCom.

COMMISSIONER CLARK: Mr. Alexander, I appreciate that, but there was a question as to whether he would provide some information. Now --

MR. ALEXANDER: He's not the witness who has that in the negotiations. I'm not sure -- you know, if DeltaCom is --

COMMISSIONER CLARK: Are you objecting to providing that information?

MR. ALEXANDER: I'm objecting at this point because we have made no proposal. We haven't seen a proposal from DeltaCom. If they want to only agree with us -- to submit every proposal that each party has submitted back and forth on all 73 issues in this arbitration, we might can work that out. It's not that we object to this Commission having knowledge of the negotiations at all. We'd be happy to let you know that, but at this point she's asking him --

COMMISSIONER CLARK: Hang on. Give me your question again.

MS. EDWARDS: I just asked if BellSouth would be willing to provide -- if Mr. Milner knew if BellSouth would be willing to provide that proposal, when made to DeltaCom, to this Commission.

COMMISSIONER CLARK: And your objection?

MR. ALEXANDER: My objection is that's the wrong witness to be asking that to. He's not the negotiation person -- If he'd like to --

MR. ADELMAN: Commissioner, could I add, Mr. Goggin put this witness up. If we're going to, I guess, play two on two here, I would request permission to speak. I don't know, you know, who is putting this witness up and who is objecting to these questions.

COMMISSIONER CLARK: Ms. Edwards, let me ask you a question. You're asking for a proposal. To what issue is it relevant to in this docket?

MS. EDWARDS: NXX testing. I don't know the exact petition issue number, but it is relevant to that issue. And I don't think I'm that far afield from Mr. Alexander's questions of Mr. Hyde yesterday in responding to -- Mr. Hyde was very clear, you know, of what recommendations he would make in negotiations.

COMMISSIONER CLARK: Mr. Alexander, do you

object to making as an exhibit in this proceeding the -- any proposal -- As I understand it, it's a proposal that may be made in the future?

MS. EDWARDS: Well, actually, I was kind of hoping Mr. Milner was making part of his proposal on the stand, but maybe I misunderstood that.

COMMISSIONER CLARK: Well, then I have to agree with Mr. Alexander, that he is not the witness who is doing this.

MS. EDWARDS: Commissioner, I will withdraw the question.

COMMISSIONER CLARK: Okay.

MR. ALEXANDER: And I'll also -- with respect to Mr. Adelman's request, I'll allow Mr. Goggin to make the objections. I'll try to restrain myself.

BY MS. EDWARDS (Continuing):

Q Mr. Milner, you stated in your summary that you are aware that DeltaCom's position with regard to the cageless collocation intervals should be 30 days?

A Yes.

Q Okay. And I think you also -- to be fair, and I think you also stated BellSouth's position to be that it believes that it should be 90 in ordinary circumstances to 130 days in extraordinary circumstances, correct?

A No, that's close. Our proposal is that we do it as soon as possible but not longer than 90 days in ordinary and not longer than 130 days in extraordinary circumstances, but as soon as possible in both.

Q Okay. BellSouth has not benchmarked its provisioning, cageless collocation provisioning interval against other major local incumbent exchange carriers, has it?

A If by benchmark you mean compared our performance with other incumbents, no, we have not, for at least two or three good reasons. One, companies don't ordinarily share that sort of information with each other. Two, although the offer for cageless collocation, at least in BellSouth's mind, has been on the table for a good long while, at least more than a year or so, maybe even two. The response to that offer is fairly recent, so there's just not a whole lot of experience in provisioning cageless collocation arrangements.

Q BellSouth has had a lot of experience with virtual -- provisioning virtual collocation, correct?

A Yes, but that's fundamentally different.

Q I understand. I just wanted to make sure that BellSouth could benchmark -- BellSouth does, I guess -- BellSouth could look at the tariff filings of other ILECs to determine how quickly they're provisioning

virtual collocation for their subscribers, correct, or for their customers?

A Yes. We could compare our terms and conditions for virtual collocation with other providers' terms and conditions for their virtual collocation offer, yeah.

Q Okay. And for -- I'm sorry.

A But to the extent that those offers are different, then the benchmarks of, you know, for comparison may have meaning or may not have meaning.

Q Okay. For cageless collo, BellSouth could review the interconnection agreements that are on file with other state commissions outside of its territory, correct?

A Sure, we could do that.

Q Okay.

A But I think more importantly is a review of the FCC's recent order on collocation to make sure that we are complying with those requirements, which we believe we are.

Q The FCC has encouraged state commissions to lessen the time periods within which incumbent LECs provision collocation space, correct?

A No, ma'am, not at all. In fact, the FCC took no position on intervals. It left the states latitude, but you said encouraged. I don't think they've done

that.

Q Okay. Do you have a copy of the cageless collocation -- I'm sorry, the advanced services order issued by the FCC?

A Yes.

Q Okay. Thank you. Can you pull that out?

A Got it right here.

Q Can you turn to Paragraph 54?

A I'm there.

Q Could you go down to -- well, my copy may be different from your copy.

A I hope not.

Q Do you see where it says: "We emphasize the importance of timely provisioning?"

A Yes. I recognize the importance as well.

Q And it says: "And we are confident that state commissions recognize the competitive harm that new entrants suffer when collocation arrangements are unnecessarily delayed?"

A I think they're stating the obvious there. They're saying we, the FCC, recognize its importance. We believe state commissions also recognize its importance. I and BellSouth recognize that it's important. The most important sentence in that paragraph, I believe, is the very first one. It says: "We do not adopt specific

provisioning intervals at this time," period.

Q Mr. Milner, I recognize that statement, and I would like to also refer you to the statement that says: "Several state commissions have taken significant steps to lessen the time periods within which incumbent LECs provision collocation space." Do you see that sentence?

A Yes, and again, I see no encouragement. I see just a recognition of some facts.

Q And then if you look at the last sentence of that same paragraph, could you read that sentence?

A "Because of the importance of ensuring timely provisioning of the collocation space, we encourage state commissions to ensure that incumbent LECs are given specific time intervals within which they must respond to collocation requests." That is fundamentally different from your first question. That says make -- this is the FCC, I believe, saying to state commissions, make sure that new entrants know the time frames in which they can have collocation. This is not an encouragement to lessen that time frame. It recognizes that that's an important thing, but this sentence says we encourage state commissions to ensure that incumbent LECs are given specific time intervals within which they must respond. That's far different from saying, state commissions, we encourage you to reduce the intervals for collocation.

Q Do you think it's a good public policy for state commissions to review the collocation intervals and to find ways to lessen those collocation intervals to the extent feasible?

A Do I think it makes good public policy? Yes, I think that's good public policy, and I think a full and fair examination of all the factors, including the work that has to be done and how long it takes to do that work, is equally important.

Q BellSouth has had a full and fair opportunity to present its case here, correct?

A Yes, I believe so, but I believe what DeltaCom is saying is that cageless physical collocation is the same as virtual collocation. It is not. In fact, we looked at the language of this order yesterday. I believe it's at -- oh, gosh, let me see. Paragraph 42, I think. I'm sorry, no, Paragraph 38, where it talks about physical collocation -- I mean cageless collocation. Part 3 -- or Number 3 within Paragraph 38 says: "physical collocation that does not require the use of collocation cages," and then parenthetically it says cageless collocation. I don't have a problem with those words. DeltaCom has asserted that virtual collocation is the same as cageless -- physical collocation except for the maintenance, and that's just fundamentally wrong.

Q Now, Mr. Milner, I notice you were here the entire hearing, correct?

A Yes.

Q And you heard Mr. Wood speak?

A I believe -- well, I was here for most of it, if not all of it, yeah.

Q Okay. Isn't it more accurate to state that DeltaCom's position is that cageless collocation is more like virtual than physical and closed collocation as opposed to, as you put it, the same as?

A I'm not trying to mischaracterize what Mr. Wood said. I am trying to give you my impression of how he equates one against the other. The two things that he cited were that the difference between physical -- cageless and virtual were two things. One was the ownership of the equipment in the collocation arrangement. He was clearly wrong on that. He said that the equipment was owned by BellSouth. It's not. It's leased. Then he said the second distinguishing point was on who does the maintenance. That part is true; the other is not. Now he drew no other distinctions, so I presumed that that's the only ones that he's identified.

Q The FCC -- by looking at this advanced services order, you would agree that the FCC has been concerned that there have been delays between the ordering and

provisioning of collocation space, correct?

A I can't delve into the minds of the FCC. They've issued an order. To the degree to which they were concerned, I don't know; but I can only respond to the order that they've created.

Q Okay. Thank you.

MS. EDWARDS: That's all I have.

COMMISSIONER CLARK: Staff.

CROSS EXAMINATION

BY MS. CALDWELL:

Q Good afternoon, Mr. Milner. I'm Diana Caldwell.

A It is afternoon.

COMMISSIONER CLARK: How much do you have?

MS. CALDWELL: I would be through before one, I'm sure.

COMMISSIONER CLARK: I would like to try and get done before one. If we can't, we are going to have to take a break until at least two.

MS. CALDWELL: Okay. I really -- I think I can conclude before then.

BY MS. CALDWELL (Continuing):

Q Mr. Milner, have you had an opportunity to review Mr. Rozycki's rebuttal testimony?

A Not carefully, but I've read it, yes.

Q All right. In that rebuttal testimony, Mr. Rozycki stated that UNEs are simply pieces of the network that BellSouth, just as ITC^DeltaCom, combines to make a finished service. Would you agree with Mr. Rozycki's characterization?

A Not at all.

Q And why not?

A Well, some of the piece parts that BellSouth would use to create a service are also used to create unbundled network elements, but the fundamental difference is that UNEs are provided in such a way that the new entrant can get access to those. And it's a form of access, generally, that BellSouth does not use for itself. For example, if we use the unbundled loop as the example, BellSouth provides that unbundled loop to the new entrant by making cross connects to that over to a collocation arrangement. That's quite different from the way that BellSouth would use a loop in creating its own service.

Q Thank you.

Also in his rebuttal testimony, Mr. Rozycki stated that an ALEC should be able to purchase UNEs in a manner that the individual elements are equal to the quality of the same elements that are found on BellSouth's retail service. Would you agree with

Mr. Rozycki on this?

A No, for the reasons that the access is not the same.

Q I think in your deposition, on Page 59, you indicated that BellSouth was conducting an overall inventory of available space in its central offices; isn't that correct?

A Yes.

Q Do you have an idea when BellSouth might complete this inventory or an estimate?

A No, I checked on that recently, and we don't have a completion date. In fact, we -- the primary focus is on responding to applications as we're receiving them from, you know, from potential collocators. And then what we do, if there's not space available, we post that information on our Web site. But we've not established a date to complete that work.

Q Once you do have it completed, do you have any plans to release it in a certain format? And, first, do you have plans to release it?

A Well, yes, it would be released on our Web site that shows the availability. Let me point out, that's a very dynamic process. So there is space today in a given central office, let's say there are two hundred square feet, two collocators come along tomorrow and they want

those two hundred square feet, you know, then the data base would have to be updated. So it's a very dynamic process.

Q Do you know whether you would intend to include diagrams in the -- in this inventory or in this notice to the ALECs?

A We had not intended to for the very reason that it is so dynamic. As our own, as BellSouth's own equipment -- as our network is modernized we, place new equipment. We take out old equipment. So floor plans are out of date the moment they're produced generally. So, no, we don't have a plan to do that.

Q As you go through this process and information becomes more available through your inventory process and you gain experience, do you think that your application or the application process may change?

A Not to any real degree, I don't believe, and for this reason. The application -- Now let me make sure I'm clear. When you say an application, I sometimes use the term inquiry that a collocator would say, I plan to install this many bays of equipment. They are of this size. Is there room or not? If that's what you mean by application, then I don't see any real changes to that process for these reasons. Most of the work is in direct response to what the collocator asks for, the number of

bays, the size of those bays, the amount of heat that's released and has to be cooled, the amount of power that's required, you know, all of those factors which are application specific, so that's the bulk of the work. Within that ten -- within the first ten days, we respond back to the applicant that says, space is available; or, no, it's not. But like I say, the biggest part of the work is, presuming there is space, determining how much power equipment, what's that going to cost, how long will it take, how much heating and air conditioning, you know, all of those things.

Q Do you think though that over time you might be able to develop criteria like an inventory system where you can inventory and put specific criteria setting out your inventory and then sort of creating that?

A To some extent, yes; and to some extent, no. To the extent that over time new entrants all use pretty much the same kinds of equipment, then the answer is yes. But we haven't seen that so far, and that's what requires us to look at each application to see what are the power drains, how much heat is released, what's the size of the equipment. But, yes, to the extent that over time those become more standardized, then, yes, that will make that process easier.

Q All right. Thank you.

In your direct testimony, you state that BellSouth opposes being required to coordinate 48 hours prior to conversion for all UNEs set forth in the language as proposed by ITC as it was too broad. What would be your understanding of the coordination that ITC is seeking?

A Well, the understanding I got from Mr. Hyde, from his response yesterday, I guess it was -- I'm losing track of days already; that's not good -- was that he expected that same level of coordination for all UNEs. Now we've talked a lot about loops, but that's only one kind of unbundled network element; and there are various types of loops within just that category. There's, you know, signaling. There's switching. There are a number of different UNEs. And just to have a one-size-fits-all coordination requirement for all of those, I think it's not the right thing to do.

Q Okay. If you don't have a one-size-fits-all, do you think there may be a way to coordinate or specify specific types of conversions so that you can say, well, these types of conversions we can do within 48 hours?

A Yes, and BellSouth has proposed some language to DeltaCom that would do just that. We're not opposed to coordination, I hope I said in my deposition. I think coordination is a good thing. The greater the

coordination the less likely it is that unexpected things happen. But coordination costs money. I mean it's time, and time equals money. So, yes, we think that's a good thing, but we think there ought to be a mechanized -- a mechanism for us to recover the cost expended in that coordination.

Q All right. Now are you aware or not whether BellSouth provides any type of coordination to any other ALEC?

A Well, I'm not sure I can answer that. Yes, we coordinate with all ALECs. The question is that just saying, I require you to coordinate 48 hours early, leaves very unclear exactly what steps do you mean by coordinate. At one end of the spectrum would just be a simple statement by BellSouth or by the ALEC 24 hours or 48 hours in advance that says: I'm ready to go. Are you ready to go? That's coordination. At the other end of the spectrum would be, you know, I've run jumpers in advance, I've tested those things, I've done lots of other work in anticipation of doing that work. You know, you could put that under the rubric of coordination as well. So we need greater specificity as to what the coordination is and in what cases it applies.

Q Do you know whether you have any types of agreements with any other ALECs that spell out any types

of coordination within that realm that you just described?

A I just don't know. I'm not close enough to those negotiations to know.

Q All right. Thank you.

I'd like to talk a little bit about the cutover intervals. On Page 19 of your deposition you stated -- and I think this was referencing the topic of missed commitments, specifically ALEC cutovers. You stated in your deposition that some orders are simply not going to get worked as scheduled. So, hypothetically, let's say if you miss a commitment on Monday, does that missed Monday commitment then get a priority on Tuesday, the next day?

A Yes, or as soon as the parties can work out a time to get that work done.

Q So there may be a coordination. If it's missed, then does BellSouth contact ITC to say, you know, we know we missed, when can we meet again?

A Well, on the day of the cutover, BellSouth and DeltaCom are usually in contact with each other at or near the time of the cutover anyway. So if the -- if it becomes clear during the cutover that it's just not going to go, then my observation has been during those, you know, during that time that had been set aside for the

cutover, they pick a new time and date to try again.

Q All right.

A But it's given a very high priority. I mean we don't like missing cutovers, the customers don't, DeltaCom doesn't. We understand that. So, yes, we do our best to reschedule that as quickly as we can.

Q All right. So, and for purposes of your root-cause analysis, would you calculate the total cutover time to include Monday and Tuesday, or how would you calculate the cutover time?

A Ah, interesting. I hadn't really thought about it in those terms. We would probably count that as two different cutovers because on the performance measurements that we produce, we show the start, the time that the conversion -- the cutover started and the last step of that, which is generally kicking off the messages to begin porting the numbers. And since that's one activity by itself, that's the measure, or that's the event that we time and show how many we've made within 15 minutes, what percentage were 15 to 30 minutes. What happens to the aborted cutover, I'm not sure. It probably is not -- Either -- I just don't know. But I would suggest that it's either not included on that measurement, since the cutover was never concluded, or it's counted as a separate one; but I don't know.

Q All right. Thank you.

Would you agree that the information that BellSouth compiles from studying the root-cause analysis has, over time, improved the process and maybe reduced time or shortened cutover intervals?

A Yeah, I'll agree with that.

Q Would you discuss if and when you brainstorm with ALECs, or do you get together with the ALECs to discuss these types of problems to, you know, to reduce the cutover time, to reduce the problems? Do you ever have meetings to do that?

A Oh, certainly. Yes, those are a fairly frequent event. The goal is to improve the process to the point that it's well understood and it's executed the same way over and over again without defects. And that requires, you know, some give and take on both sides to understand what the process is and to marry up BellSouth's process with DeltaCom's process for doing the cutover. But, yes, that's a pretty common event.

Q All right. I'd like to change over now to the IDLC loops. And are you familiar with Mr. Hyde's deposition? In his deposition -- and, you know, we can subject to check. Would you discuss the technical feasibility of the side-door IDLC configuration as in, could this side door be provisioned to ITC^DeltaCom?

A Yes. That is one of the six methods that we've identified that are technically feasible; and you know, that is something that we offer; so it can be done. Is side-door capability available in every case? No, because the side-door capability is a function off the switch. So let me explain a little bit about what the side door is.

In the side-door capability, the loop still stays attached to the BellSouth switch, and it goes through a part of the switch, but not all of it, and then it's sent back out the side door, so if it -- It came in the front door, so instead of going out the back door that is being switched, it kind of turns around and goes back out. So it comes into the switch. It goes to what we call a nailed-up connection through part of the network, and then it's handed back off outside the switch to DeltaCom, let's say.

So that is one of the methods, but certain switches cannot support that. In other cases, it's a very -- there's just a very limited amount of capacity for that functionality. It's consumptive of switch resources even though the BellSouth switch is not doing the -- you know, it doesn't provide the dial tone. It does consume resources inside the BellSouth switch to maintain that connection.

Q Do you know how many of BellSouth switches might be compatible to the side-door capabilities?

A Most of our switches -- well, the two primary switches we use are those from Nortel and Lucent. They both have the capability, but it's a very -- it's a function of the time -- the vintage of certain components of those switches when they were installed. In other words, certain line -- How am I going to say this? Of the line equipment in the network part of the switch, we've provided -- you provide them as you need it. That equipment has sort of evolved over time. The earlier iterations of it did not have side-door capability. Later ones did. So even in the same switch, all of the line units don't have side-door capability. And so that's why in one of the methods that's described in my testimony it says if the peripheral that the line appears on doesn't have side-door capability, move it to another peripheral that does if that's available. So that's what that was speaking to.

Q Okay. So even if, let's say, for example, you had -- all of your switches were either Nortel or Lucent that had this capability, it still depends on other factors besides just the switch?

A Yes. Primarily the vintage of the line units that were installed and the amount of remaining side-door

capacity because, since it is -- since it is consumptive of the switching capacity, that takes away connections that could be used by other customers in that same switch; so it's a fairly limited commodity of capacity.

Q Okay. We've heard, through our discussions here, we've heard BellSouth reference next-generation carrier systems?

A Yes.

Q Are these systems side-door capable?

A No, that's an alternative to. The next-generation digital loop carrier is an advance. It's a form of integrated digital loop carrier, but it has one attribute to it that older styles of IDLC has; and that is, that at the remote terminal, you know, that little green or silver box that's on the side of the road, that remote terminal has the intelligence to associate certain customer lines onto discrete paths forward to the central office. So unlike older versions that says you're this customer, you're just going to be mixed in with the rest, it can take DeltaCom's loops and put them on separate DS-1 facilities that can be handed off to DeltaCom either right there or at BellSouth's central office; so it's just a smarter version of IDLC.

So in that case, you take DeltaCom's loops and you put them on separate transmission facilities that do

not enter the BellSouth switch. So it's really a pretty good arrangement. Over time, as the name implies, it's still fairly new, but over time, we'll have a greater, you know, amount of next-generation digital loop carrier in our network.

Q And that won't be at the switch, but it's out at the box?

A No, it would still be at the central office.

Q Okay.

A But it would hit the BellSouth switch.

Q Okay. How would you characterize the deployment of the next-generation, would it be gradual or rapid?

A It would be gradual. Let me go back to your previous question because I may have -- I hope I didn't confuse you. When you said was it at the remote terminal or in the central office, the next-generation digital loop carrier equipment itself is in that box outside the central office, okay?

Q Okay.

A But the loops themselves are handed off inside the BellSouth central office.

Q Okay.

A Okay, I'm sorry if I confused that.

Q It wouldn't be a hard thing to do.

Would the next-generation be better for unbundled network elements?

A Well, better in what sense? I guess I need help there.

COMMISSIONER JACOBS: It's my understanding that there are no digital patches, tie-ins for UNEs.

WITNESS MILNER: Well, no, that's not correct. The side-door method that we talked about is one.

COMMISSIONER JACOBS: But that offers very limited capacity, so --

WITNESS MILNER: Yes.

COMMISSIONER JACOBS: -- for an ALEC that's looking to pursue a digital strategy on the UNEs, they're going to face some fairly --

MR. MILNER: No. In fact, let me just sort of make sure I cover them all. In my rebuttal testimony, I named six methods, and I won't describe, you know, in great detail what those are. But, for example, Method 1 takes the loop off the IDLC and puts it on a copper facility. That's a digital capability. I mean that works well with ADSL, which is a digital service.

The second method was to use some stuff that we called integrated network access systems. That's another method that provides a digital bit stream

all the way from the end user to the -- or from, you know, provides for a digital hand off to DeltaCom.

The third one we talked about was the side-door method. That's a digital hand off.

The fourth method is just a different version of the side-door method. That's a digital hand off.

Number 5 is not. Number 5 is the so-called universal or non-IDLC method.

And number 6 is not. So about four of the six methods that we make available do provide for a digital hand off rather than an analog hand off.

COMMISSIONER JACOBS: Thank you.

BY MS. CALDWELL (Continuing):

Q All right. I'll withdraw my earlier question and move on to, with respect to side-door IDLC, we've heard a lot of talk about the digital to analog conversions and modem speed performance. Are you aware of that?

A Yes, uh-huh.

Q In a side-door IDLC, how many digital to analog conversions occur?

A Just one, and it's the first one, and that's what I was pointing out to Commissioner Jacobs. We handed off in digital format, so it's not converted --

well, let me explain it a different way. The telephone in your house is likely an analog set, okay?

Q Right.

A This digital loop carrier equipment converts it from analog to digital. And with the side-door method it stays digital. In other words, it's not converted back to analog and then, for later conversion, from analog back to digital. So the side-door method imposes no more or no less numbers of transforms from analog to digital; there's only one.

Q All right. Thank you.

If you were comparing full IDLC with side-door IDLC, how would you compare the modem performances with the two when you are using full IDLC versus side-door IDLC?

A It should be the same. Now modem performance, I'll point out -- or not modem performance, but rather through-put performance for connections to internet service providers are functions of a lot more than just the loop. I use two different internet service providers. I could disconnect -- and using either one, I can make a call. I get a certain bit rate, through-put, I hang up, I call it right back, I get quite a different one. Now Mr. Hyde says he only gets a difference of a couple thousand bits per second. I wish I could attain

that. I don't. It's often quite different from that, but nothing changed. I mean I'm using the same loop, the same BellSouth switch, and the same internet service provider. But there's long-distance arrangements, there's, you know, the way they route it, there's the modem on the other end. So hanging all of the through-put performance on the loop is misplaced, I believe.

Q But to your knowledge when you're just talking about that portion of the loop, there really shouldn't be any difference between going out the side door and comparing the full IDLC?

A Right, because it is -- I mean there is no additional analog-to-digital conversion. Now Mr. Hyde said there could be as many as three. I disagree with that. At most there are two. And let me see if I can explain why. It's converted once. You've got an analog set at your house. It's converted to digital. Some forms of unbundling the loop require it to be converted back to analog, okay? So there's an analog-to-digital conversion, and then you take it from digital back to analog, and then a second conversion from analog to digital. So he was counting all of those transforms sort of together. There's really only two, not three or more as he suggested.

Q All right. I would like to move on to remote call forwarding and the remote-call-forwarding option for NXX testing. In your opening remarks, you stated that BellSouth is still examining and testing this in house; is that correct?

A Yes.

Q And what is your best guess estimate for when the pricing issue for remote-call-forwarding option might be available?

A Well, I expect a price to be -- or a proposal to be negotiated at the meeting that I mentioned earlier on November 17.

Q Okay.

A But the service apparently works, and I can -- you know, if you'd like, I can describe that method in more detail; but let's suffice it to say that it works. And the issue is one of what DeltaCom would pay for that.

Q All right. Have you had the opportunity to read the recent South Carolina decision?

A Yes.

Q And it's my understanding that South Carolina ordered BellSouth to provide an FX line for ITC^DeltaCom for NXX testing. Does that decision in any way change BellSouth's position here on this issue?

A No. No, if DeltaCom wants to use the FX

method, we're pleased to provide them FX lines. If they'd rather use the remote-call-forwarding method, we're pleased to offer them that.

Q All right.

A Or we're, you know, we're -- we do that testing, so if they don't want to do either, we're okay with that too.

Q Do you believe that other arbitrators or other ALECs or CLECs would likely seek this same -- seek to achieve the same arrangements that ITC^DeltaCom has requested?

A I don't believe so. To my knowledge, DeltaCom is the only one that has pursued this issue. As I pointed out, we created a group in Birmingham, and all they do is ensure timely and accurate activation of NXX codes; so that seems to be working very well.

Q Mr. Milner, thank you.

MS. CALDWELL: That's all I have.

WITNESS MILNER: Thank you.

COMMISSIONER CLARK: Redirect.

REDIRECT EXAMINATION

BY MR. GOGGIN (Continuing):

Q Mr. Milner, I just have one area I'd like to explore for a moment. Could you describe BellSouth's wholesale ADSL service offering?

A Yes. BellSouth offers to internet service providers a finished service called ADSL, and then those internet service providers would market that service to their own customers. For example, if I'm a customer of AOL, then they may approach me and say, Keith, how would you like to have high-speed internet access via ADSL? And I'd say, Let's talk about it. So we don't offer that service directly to end users but rather to ISPs.

Q Does BellSouth provision ADSL compatible loops to ISPs in connection with this offering?

A No, this is finished goods. We don't provide UNEs, or unbundled network elements, to ISP.

Q Does the ISP have a guarantee that the voice-grade loop on which the ADSL travels will support ADSL?

A Inherently, yes. I mean we say what the service will do and what it won't do, but we don't talk about what the underlying loop is capable of or not because that's only one part of the service.

Q What is an ADSL compatible loop?

A ADSL compatible loop is an unbundled network element that's provided to telecommunications carriers, such as new entrants, that they can use to construct their own finished goods, their own services to provide to their own customers or somebody else's customers.

Q Would a BellSouth voice customer who receives ADSL service from an ISP have any assurance that its voice-grade line would continue to be able to carry ADSL?

MS. EDWARDS: Objection. I think that's leading, but I'm not -- Can you restate the question?

MR. GOGGIN: Sure.

BY MR. GOGGIN (Continuing):

Q Would a BellSouth voice-grade customer have any assurance that his line would be able to carry ADSL signals?

A No. No, what BellSouth does is to provide information to internet service providers that give them an indication of which loops we believe can support ADSL service and, by like token, which cannot. ADSL compatible loops though is a guarantee that it will work.

Q If a BellSouth voice-grade customer is currently receiving ADSL service from an ISP who purchases wholesale ADSL service from BellSouth, would that ISP's customer have any insurance that that ADSL service would continue to be able to be carried by that voice-grade line?

A I don't believe so, no.

Q Why is that?

A The, the -- Well, first of all, the

relationship is between the internet service provider and that end-user customer, and the warranty is about lots of other things other than just the quality of the underlying loop. I mean there's only so much that the ISP can guarantee, or what it does guarantee embraces not only the service that it acquires from BellSouth but other things that adds to that to provide service to its own customer, including its internet gateway and its portals and all that.

Q What would happen to that ISP's service if that customer's line were changed to add IDLC, for example?

A It wouldn't work any more. I mean if the underlying loop were moved to IDLC, then that loop would no longer be capable of handling ADSL service.

Q If DeltaCom were to receive an ADSL-compatible loop from BellSouth, would BellSouth -- would DeltaCom have any assurance that that loop would remain ADSL compatible?

MS. EDWARDS: Objection. I think that is a leading question.

BY MR. GOGGIN (Continuing):

Q Does BellSouth offer any sort of guarantee with regard to the performance aspects of an ADSL-compatible loop?

A Yes, it does. And let's use the example that

you named, that the underlying loop was moved to IDLC. One of the things that BellSouth does in providing an ADSL compatible loop to DeltaCom or any other ALEC is to so note that that is an ADSL compatible loop in our inventory records, such that we don't do things that would render it not compatible, such as moving it to IDLC, adding bridge taps, adding load coils or other things that we might do not knowing that that particular loop was ADSL compatible. So we mark those loops in our inventory base to make sure that we don't do those things knowingly which would interrupt the ADSL compatibility of that loop.

Q What steps does BellSouth take in the course of provisioning an ADSL-compatible loop?

A I'm not sure of all of them, but let me list the highlights. One is to create a design layout record. One is to ensure that there are no bridge taps, load coils, other impediments; and third, to do what we call end-to-end testing to make sure that the loop does support the right characteristics, that it has the technical parameters necessary to support ADSL service.

Q Is that different than the steps that BellSouth would take in connection with the provision of its wholesale ADSL service?

A Absolutely. I mean there are a number of

different things that are done for the wholesale service, such as -- since it's a finished good, it includes other equipment elements as well. The DSLAM that Ms. Edwards mentioned earlier is one other piece of equipment that would have to be installed and connected. There's the splitter and the associated work there. So, you know, they're fundamentally different.

MR. GOGGIN: I have no further questions.

COMMISSIONER CLARK: Exhibits. Mr. Milner's exhibit is 28. Do you --

MR. GOGGIN: Please move.

COMMISSIONER CLARK: Without objection it's entered in the record.

Is there anything else -- Thank you, Mr. Milner. You're excused.

MR. MILNER: Thank you very much.

COMMISSIONER JACOBS: I believe he is the last witness; is that correct?

MR. ALEXANDER: He's the last witness, and BellSouth rests its case.

COMMISSIONER CLARK: Okay. Ms. Caldwell, is there anything else we need to take up at this time?

MS. CALDWELL: I just have -- not preliminary, but some closing matters. I would like to let everyone know we have changed the KASAR, and we've

scheduled a special agenda for this item because there has been some cancellations of particular dates. So staff intends to bring this to a January 11th, 2000. Special agenda. This date does show up in our case-management system. So right now we have transcripts due on November the 5th. Briefs will be due November the 19th. Staff plans to file its recommendation on December the 30th, with a special agenda on January the 11, 2000. And I have nothing to add. Thank you.

COMMISSIONER CLARK: Commissioner Jacobs, anything?

COMMISSIONER JACOBS: Nothing.

COMMISSIONER CLARK: I would simply remind the participants that while we have had the hearing and will, of course, move to a decision on it, it's still -- they still have the opportunity to settle various issues and let us know.

MR. ALEXANDER: We will avail ourselves of that opportunity.

COMMISSIONER JACOBS: I'm sorry, something that just came to mind. Was it the case that if the order comes out from the FCC the parties are going to try and bring that into the -- How will we get some notice of that, or get the timing down on

that?

COMMISSIONER CLARK: I guess, you know, I would propose that it be filed as a -- we could take official recognition of it when it comes out, and I would propose the parties get together and -- or maybe the staff can simply move that we take official recognition of it after conferring with the parties, and that way it can be made part of the record.

MR. GOGGIN: For purposes of clarification, I assume we're talking about the 319 order?

COMMISSIONER JACOBS: Right.

COMMISSIONER CLARK: I would note that there is a Late-filed Exhibit 15 so we have to set a -- That is the errata sheets. I don't imagine there is a lot to be done. So when should that be made due?

MS. CALDWELL: I think we're still waiting on one from BellSouth.

MR. GOGGIN: I believe we submitted all of them.

MS. CALDWELL: All right. So --

MR. ADELMAN: And we have not completed ours. We'll endeavor to do that.

COMMISSIONER CLARK: All right. Let's make it -- And it was going to be a joint exhibit?

MS. CALDWELL: Well, apparently, BellSouth has already provided all of their errata sheets, so they're already provided to the court reporter; so we're only waiting for ITC^DeltaCom, so it's whenever they can.

COMMISSIONER CLARK: What is going to be in Exhibit 15? Is it going to be all of the errata sheets?

MS. CALDWELL: It's going to be the errata sheets for ITC^DeltaCom.

COMMISSIONER CLARK: Okay.

MR. ADELMAN: And it's my understanding that, if 30 days pass from the date of the deposition, then the read-and-sign privilege is deemed to have been waived. So we will certainly do it within the 30 days. It may be the case that there are simply no corrections, in which case, we'll notify you by letter.

MS. CALDWELL: Well, actually what you should do is simply provide us something within -- and I think those were November the 11th, so I mean --

COMMISSIONER CLARK: We'll make it a week from today, close of business, you either give us errata sheets or tell us you don't have any.

MR. ADELMAN: Very good. Thank you.

COMMISSIONER CLARK: That way -- and file them as Late-filed Exhibit 15. They are subject to objection. If there is no objection received within two weeks after it has been filed, it will be deemed admitted.

MR. ALEXANDER: I'm sorry, Commissioner Clark, did you say a date when DeltaCom is to submit their --

COMMISSIONER CLARK: Close of business a week from today.

MR. ALEXANDER: Thank you.

COMMISSIONER CLARK: So that's the fifth.

MR. ALEXANDER: And we have two weeks from that date to object?

COMMISSIONER CLARK: Right. You would have until the 19th to object.

MR. ADELMAN: And, I guess, we would ask for a copy of whatever it is BellSouth filed.

COMMISSIONER CLARK: The errata sheets?

MR. ADELMAN: Yes.

MR. ALEXANDER: We will provide those to DeltaCom.

COMMISSIONER CLARK: Anything else?

(NO RESPONSE)

COMMISSIONER CLARK: Thank you very much. This

hearing is adjourned.

(WHEREUPON, THE HEARING WAS CONCLUDED)

* * * *

STATE OF FLORIDA)
: CERTIFICATE OF REPORTER
COUNTY OF LEON)

We, JOY KELLY, CSR, RPR, Chief, Bureau of Reporting, Official Commission Reporter, and NANCY S. METZKE, CSR, RPR, and CATHY H. WEBSTER, RPR,

DO HEREBY CERTIFY that the Hearing in Docket No. 990750-TP was heard by the Florida Public Service Commission at the time and place herein stated; it is further

CERTIFIED that we stenographically reported the said proceedings; that the same has been transcribed by us; and that this transcript, consisting of Volume 1 through 9, 1320 pages, and the insertion of the prescribed prefiled testimony, constitutes a true transcription of our notes of said proceedings.

DATED this 8th day of November, 1999.

JOY KELLY, CSR, RPR
Chief, Bureau of Reporting
Official Commission Reporter
(850) 413-6732

NANCY S. METZKE, CSR, RPR

CATHY H. WEBSTER, RPR

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Exhibit 1

OFFICIAL RECOGNITION LIST

FLORIDA COMMISSION ORDERS

1. Florida Public Service Commission - Order No. PSC-98-1216-FOF-TP
2. Florida Public Service Commission - Order No. PSC-99-0658-FOF-TP
3. Florida Public Service Commission - Order No. PSC-99-1477-FOF-TP
4. Florida Public Service Commission - Order No. PSC-98-0604-FOF-TP
5. Florida Public Service Commission - Order No. PSC-98-0844-FOF-TP
6. Florida Public Service Commission - Order No. PSC-98-0810-FOF-TP
7. Florida Public Service Commission - Order No. PSC-96-1579-FOF-TP
8. Florida Public Service Commission - Order No. PSC-99-1089-FOF-TP
9. Florida Public Service Commission - Order No. PSC-99-2009-FOF-TP
10. Florida Public Service Commission - Order No. PSC-99-1989-FOF-TP
11. Florida Public Service Commission - Order No. PSC-98-0604-FOF-TP
    (and the staff recommendation filed March 25, 1998, Docket Nos. 960757-TP, 960833-TP, and 960846-TP)
12. Florida Public Service Commission - Order No. PSC-98-1484-FOF-TP
13. Florida Public Service Commission - Order No. PSC-98-0595-PCO-TP
14. Florida Public Service Commission - Order No. PSC-97-0585-FOF-TP
15. Florida Public Service Commission - Order No. PSC-99-1013-FOF-TP
16. Florida Public Service Commission - Order No. PSC-97-1459-FOF-TL

FCC ORDERS AND RULES

1.	FCC Order 99-38 (DN 96-98)	Declaratory Ruling- Inter-Carrier Compensation for ISP-Bound Traffic
2.	FCC Order 99-48 (DN 98-147)	Deployment of Wireline Services Offering Advanced Telecommunications Capability
3.	FCC Order 96-325 (DN 96-98)	Interconnection Order
4.	FCC Order 96-394 (DN 96-98)	Order on Reconsideration
5.	FCC Order 96-333 (DN 96-98)	Second Report and Order
6.	FCC Rules	47 CFR Ch.1, Pt. 51
7.	FCC Order 98-271 (DN 98-121)	Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana
8.	FCC Order 97-298 (DN 97-137)	Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In Michigan

FCC PRESS RELEASE

1. FCC Press Release, Summary, and Statements "FCC Promotes Local

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 1
COMPANY/ WITNESS: PSC Staff
DATE: 10-27-99

Telecommunications Competition, Adopts Rules on Unbundling of Network Elements," September 15, 1999

OTHER STATE COMMISSION ORDERS

1. South Carolina Public Service Commission - Order No. 1999-690

COURT DECISIONS

1. United States Court of Appeals for the Eighth Circuit - AT&T Corp. et al. v. Iowa Utilities Board et al., 119 S.Ct. 721 (1999)
2. Supreme Court of the United States - No. 97-826 - AT&T Corp. et al. v. Iowa Utilities Board et al. (January 25, 1999)

FEDERAL ACT

1. The Telecommunications Act of 1996

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of:	DOCKET NO. 990750-TP
Petition by ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.	



DEPOSITION OF:	DON J. WOOD
TAKEN AT THE INSTANCE OF:	The Staff of the Florida Public Service Commission
PLACE:	Gerald L. Gunter Building 2540 Shumard Oak Boulevard Room 362 Tallahassee, Florida
TIME:	Commenced at 1:35 p.m. Concluded at 4:17 p.m.
DATE:	October 11, 1999
REPORTED BY:	MARY ALLEN NEEL, RPR Notary Public, State of Florida at Large

ACCURATE STENOTYPE REPORTERS, INC.
100 SALEM COURT
TALLAHASSEE, FLORIDA 32301
(850) 878-2221

BUREAU OF REPORTING
RECEIVED 10-18-99

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 2
COMPANY/ WITNESS: Staff
DATE: 10-27-99

APPEARANCES:

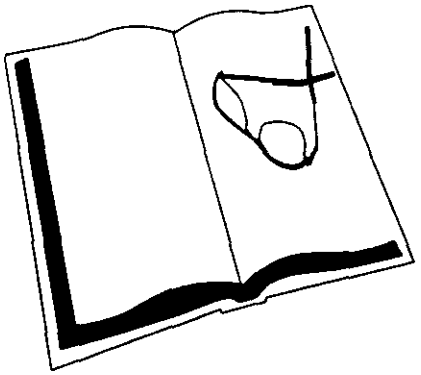
THOMAS B. ALEXANDER, ESQUIRE, BellSouth Telecommunications, Inc., BellSouth Center, 675 West Peachtree Street, N.E., Suite 4300, Atlanta, Georgia 30375, appearing on behalf of BellSouth.

MICHAEL P. GOGGIN, ESQUIRE, c/o Nancy Sims, BellSouth Telecommunications, Inc., 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301, appearing on behalf of BellSouth.

DAVID I. ADELMAN, ESQUIRE, and HAYLEY RIDDLE, ESQUIRE, Sutherland, Asbill & Brennan, 999 Peachtree Street, N.E., Atlanta, Georgia 30309, appearing on behalf of ITC^DeltaCom.

DIANA W. CALDWELL, ESQUIRE, Florida Public Service Commission, Division of Legal Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-1400, appearing on behalf of the Commission Staff.

ALSO PRESENT: JONATHAN AUDU, Commission Staff
MICHAEL BARRETT, Commission Staff
TODD BROWN, Commission Staff
VICTOR CORDIANO, Commission Staff
DAVID DOWDS, Commission Staff
CALVIN FAVORS, Commission Staff
LENNIE FULWOOD, Commission Staff
CAYCE HINTON, Commission Staff
BRIAN MUSSELLWHITE, ITC^DeltaCom
SUE OLILLA, Commission Staff
MARY ROSE SIRIANNI, BellSouth
MARLENE STERN, Commission Staff



From the Bureau of Reporting
Division of Records and Reporting
Florida Public Service Commission

Dear Reader,

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at 413-6732 or e-mail me at jkelly@psc.state.fl.us.

Thank you,

Joy Kelly
Chief, Bureau of Reporting

I N D E X

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Depo DJW-4	(Late-Filed) White Paper on IDLC (Description of Technical Options)	56
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S T I P U L A T I O N S

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

MS. CALDWELL: Okay. Let's take appearances.

MR. ADELMAN: David Adelman on behalf of ITC^DeltaCom.

MR. GOGGIN: Michael Goggin and Thomas Alexander on behalf of BellSouth Telecommunications.

MS. CALDWELL: And I'm Diana Caldwell for the Florida Public Service Commission.

Do all the parties agree to the usual stipulations for this deposition?

MR. GOGGIN: Yes.

Thereupon,

DON J. WOOD

appeared as a witness and, after being duly sworn by the court reporter, testified as follows:

EXAMINATION

BY MS. CALDWELL:

Q Mr. Wood, I'm Diana Caldwell with the Florida Public Service Commission, and you'll note we're taking your deposition on behalf of the Commission Staff in Docket No. 990750-TP.

Would you please state your name?

A Yes. My name is Don J. Wood.

Q And who is your employer?

A I'm employed by the firm of Klick, K-l-i-c-k, Kent & Allen.

Q And the last name?

A Allen, A-l-l-e-n.

Q And what is your position?

A I'm a regional director with the firm.

Q And what does that position entail? What type of duties do you perform?

A Well, I'm managing the staffing of the Atlanta office that we've just begun, but my job functions include providing client services like what I'm providing to ITC^DeltaCom on telecommunications matters generally, some of them regulatory, some of them damage assessment and contract cases, that sort of thing.

Q And on whose behalf are you testifying in this proceeding?

A ITC^DeltaCom.

Q And could you give the purpose of your testimony today, or of your testimony?

A Well, I'm responding to several specific issues noted in the testimony with regard to UNE pricing, including operational support systems, cageless collocation, disconnect charges. There are a number that I list by item number. I know I'm on a

different numbering system than we're now on with the Prehearing Order, but there are several of those.

Q Have you participated in any other state proceedings related to the same issue, the same issues you're testifying about?

A For ITC^DeltaCom or more generally than that?

Q Yes, for ITC^DeltaCom.

A Yes, in Louisiana and South Carolina.

Q And those are the only two states?

A Yes, those are the only two that we've gone forward on so far.

MR. ADELMAN: If I could inject, because the question may be too general. Are you asking whether he is acting on behalf of, or are you asking only about states where hearings have already occurred?

MS. CALDWELL: Let me make it a two-part question.

BY MS. CALDWELL:

Q First of all, have you participated recently in any other state proceedings on behalf of ITC^DeltaCom?

A We've gone to -- let me just -- we've gone to hearing in South Carolina and Louisiana. Testimony

has been prefiled in a number of other states and is in the process of being filed in all of the BellSouth region states except Kentucky.

Q And have you filed testimony in this docket, 990750?

A Yes.

Q Did you file direct and rebuttal?

A Yes.

Q And did you also file any exhibits?

A I know there's one exhibit to my direct, and that may be -- I believe that's all the exhibits that I have.

Q Did you happen to bring copies of your testimony that you filed?

A Yes.

Q And did you also bring with you copies of the work papers or other materials you used in the preparation of any of the responses to our discovery requests in this docket?

A I believe that I have everything that I relied on in these notebooks. That certainly was my intent.

Q All right. Thank you.

Mr. Wood, these questions will refer to your rebuttal testimony. On page 22, lines 9 through

11, you state that Paragraph 685 of the First Report and Order specifically contemplates a reconstructed network that would employ the most efficient technology.

Are you familiar with Witness Caldwell's direct testimony at page 13, lines 16 and 17, where she states that BellSouth's loop cost is calculated by a process in which a sample of existing loops are recast with forward-looking designs?

A Yes.

Q Do you believe that recast is equivalent to reconstructed?

A No.

Q And why not?

A The requirement in the FCC rule and in Paragraph 685 that I referred to. And I'm looking at 51.505(b)(1), which requires efficient network configuration, the most efficient telecommunications technology, and also 51.505(d)(1), which prohibits the consideration of embedded costs.

What Ms. Caldwell has done is take, according to her own testimony, and according to the Commission's -- at least the Staff's conclusions in the UNE cost cases, 960757 and 960833 and 960846 -- and if there's a shorthand for that case, I'll be glad

to start using it. I'll call it the UNE cost case.

Q Okay.

A What she says they've done is -- her loop cost model begins with BellSouth's existing network. What the FCC's rules require is to begin with the existing location of the incumbents LEC's wire centers, but to only begin with that embedded characteristic, and then to build forward from that a network using the lowest cost network configuration and the most efficient telecommunications technology currently available to provide the local exchange service and other services being provided on that network.

That is a fundamentally different standard. Beginning with only the wire center locations is a very different standard than beginning with, as Ms. Caldwell does, the existing network and the existing loops in the existing network and the existing routing, cable sizes, and configuration of those loops, and make certain changes, what she calls recasting, in some of the technology assumptions. What she has done is a very small subset of what's actually required by the FCC rules.

Q Okay. What does reconstructed mean?

A Well, in the context that I'm using it, and

as I understand the FCC used it in 685, and certainly as the rules indicate, it is to construct the efficient network necessary to serve customers and groups of customers, assuming that we're constrained by only the current wire center locations, but constrained only by that, to assume anything else would be unconstrained in terms of the embedded network. And the BellSouth models don't do that. They consider a number of other existing characteristics as constraints.

Q What would you consider your source for your definition or your description of reconstructed?

A Well, I referred back to Paragraph 685, but what I just described to you I'm taking directly from 51.505(b)(1) and (d)(1) as the primary source from the rules, but then other rules as well from Section 51.

Q Okay. Thank you.

Do you believe that most efficient technology is equivalent to forward-looking designs?

A Yes. Let me be very, very clear about what I think we have to cost. We have to cost the forward -- calculate here the forward-looking cost of serving the territory in question, which in this case is BellSouth's service territory in Florida, but to include only those costs that BellSouth would incur on

a forward-looking basis if it had operated historically pursuant to the constraints of a competitive market rather than the constraints of rate of return regulation, which is why we can't consider the existing network which grew up, if you will, in a rate of return environment, and which is a fundamentally different network than the network that would have grown up over time had BellSouth been subject to competitive market forces.

Q So what does most efficient technology mean?

A Well, it means most efficient in terms of providing the capabilities that are required of the network functionality. And I think the phrase here in 51.505(b)(1) that says currently available is also important. I don't think most efficient technology ought to be speculative. It ought to be technology that's currently available in the marketplace. But subject only to that constraint, it should be the most efficient means of providing the network functionality that we're studying, and it shouldn't be constrained by historic decisions that BellSouth or any other ILEC has made about how to provide that functionality.

Q And again, what is your source for the definition for most efficient technology?

A I'm just coming straight from 51.505(b)(1).

Q On page 22 -- I'm sorry, 23, beginning on line 22, you state that if significant changes take place in the input values and assumptions, then values must be changed in cost studies.

A Yes.

Q What is a significant change? For example, is that a 10% change in value? Could you explain?

A Well, it's not going to be a specific percentage for any given input. And ultimately I would probably measure it not at the level of the change in input, but at the level of the change in the impact on the results that come out of the process.

In other words, if you have a change in material price of plus or minus 50%, which certainly happens in this industry, that may flow through, depending on the material, into a very, very small change in the output, but it may flow through to a very significant change in the output. I would look at the impact on the results.

And quite frankly, I don't think we can sit here and figure out a plus or minus 10% needs to be reflected, or a 20 or a 5. I think a lot of that is going to be the judgment of the Commission and the Staff in terms of a significant change.

But the point here is that I don't think we can go through this process once, as appealing as that would be, and then assume that the resulting costs and rates will hold true and accurate over an extended period of time. The experience in this industry just doesn't support that. In fact, quite the opposite. The experience in this industry over the past 12 years that I've been doing costing indicates that we see fairly significant changes, my words again, over that period of time, and the Commission is going to need to consider those.

Q You used the word "significant." What triggers, in your mind, the creation of the significance when you're looking at these outputs?

A Well, I think if we're looking at -- part of it is going to depend on the rate, and part of it is going to depend on, to some degree, I think, how the UNE or combination of UNEs in question figures into the operation of an ALEC or a CLEC.

I think, for example, a 10% change in the cost of an unbundled loop is something that should -- that clearly would be significant, because a 10% change in the cost of an unbundled loop may determine whether an alternative LEC or a competitive LEC can profitably offer service or not at a given market

price.

You know, a 10% change for tandem switching, which has a lot of preceding zeros before you even get to a rate, probably would not have the same impact. In fact, I'm certain it wouldn't have the same impact on the market.

So I don't think there's any -- I mean, I would like to give you a hard and fast percentage that holds true across elements, but I don't think I can really do that. I don't think anybody can if they're being honest with you. Part of this is going to be an interpretation and a judgment call by the Commission on what is the impact on the output, what's the rate involved, and how important is that rate and that UNE to CLECs and ALECs.

Q Would you also go to say that -- when you're judging the significance on the output as it comes out, would you also say the significance would be relative to the CLEC or the ALEC that's going to be purchasing these rates? I mean, do you think that the significance is also -- or the significant change may depend on the CLEC or the ILEC?

A To some degree it will, because different -- let's pick one. I think we use ALECs in Florida. I'll just use ALECs for now.

Different ALECs will use different UNEs or different combinations of UNEs as part of their primary business plan and will therefore -- you know, a change in a rate for a given UNE or UNE combination will affect them differently. And that's going to require some level of insight by the Commission, there's no doubt.

I mean, what we're talking about here on the updates is a tradeoff. Inputs in cost -- some of these inputs to this process change monthly, and we could be in here every month redoing cost studies. I don't think that's practical, and I'm not suggesting that. But I don't think we can be on a three- to five-year plan either because of the rate of change in some of these things. I think it's going to require some monitoring process in between.

And I think the carriers have some responsibility there too. I think they will come to the Commission as they have some insight into how certain inputs are changing that might affect the output related to the UNEs they're most interested in.

All I'm suggesting here is that this is going to be an ongoing process, and we need to reflect that in our thinking and our process.

Q The next questions are going to refer to BellSouth Witness Caldwell's rebuttal testimony.

A Okay.

Q On page 5, beginning on line 12 and continuing through line 10, Witness Caldwell asserts that you would advocate the same philosophy concerning nonrecurring costs that was rejected by this Commission in Docket No. 960833. Do you understand what Ms. Caldwell means by her comments, first of all?

A Not exactly. I've got that decision, but I confess, I got here with I think all the rebuttal except Ms. Caldwell's. It's in a different book.

(Document tendered to the witness.)

MR. GOGGIN: Could I also look at that quickly?

MR. ADELMAN: I may have that. I've got it. It was in one of my two briefcases.

THE WITNESS: I'm sorry. What line numbers were you referring to?

BY MS. CALDWELL:

Q Page 5, beginning on line 12, and continuing through line 10 of the next page.

A Okay. Yes, I do understand, I think, the point that she's arguing here.

Q And would you say she's correct?

A No. I would say that she is incorrect.

Q Could you explain your answer, please?

A As I understand her argument, she is arguing conceptually the same point with regard to nonrecurring that is in fact at issue with regard to recurring, and that is whether we're talking about cost development that is constrained by BellSouth's historical operations, network, level of ongoing costs, or whether it is going to be unconstrained by that except for wire center locations.

Her characterization is that if you don't constrain by historic operations and existing network in place, that you've gone to something that is purely hypothetical. And as I understand her reference to hypothetical, she means meaningless in some sense.

I don't think -- I mean, clearly, we can't go to where BellSouth is today and look at exactly their cost structure and say, okay, it's what it would have been had they evolved historically subject to competitive market forces. We know that's not the case. But unfortunately, there is no company by definition today that is serving this territory that has historically developed subject to competitive market forces. We don't have one of those, because we know they didn't.

So this process that's required, I think, by the Act, and certainly by the FCC rules, is going to require going in and asking a "what if." I don't think it's a meaningless "what if," and I don't think the answer to the "what if" question is inherently meaningless just because it doesn't tie back to some company's books of account. I think we can make very educated assumptions and estimates of what some of these costs are going to be, and it's going to be relating to nonrecurring and recurring. I mean, I talk a lot about the recurring in my testimony, but in nonrecurring too.

She's talking about -- what she's attempting to justify here, as I understand it, is the use of an existing system which processes BellSouth's retail orders, and then an add-on to that Legacy system that processes CLEC orders, and an attempt to recover the costs from that.

Well, the FCC rules don't permit that kind of recovery. They require, looking at 51.505(b), the forward-looking cost over the long run of the total quantity of the facilities and functions that we're studying here.

So if you're going to study BellSouth's nonrecurring costs, including the order processing,

the so-called OSS systems, you've got to look at what it would cost them to process the total quantity of orders. You can't take, okay, here's an existing retail system, here's an add-on for wholesale, and we'll charge the incremental add-on for wholesale. That's not permitted by the rules. What is permitted is for BellSouth to look at on a forward-looking basis what the cost would be of an efficient system to do both of those things, to handle the total quantity of the processes.

And then there's two ways they could go about this. They can also study the cost of a system that would not handle the wholesale piece and take the difference between those two. And the difference would clearly be that which is attributable to wholesale, and it should recover that from ALECs on a nondiscriminatory basis. That's an option that it has to study this correctly.

But I don't think what they have done is correct or permitted by the rules, and I don't think Ms. Caldwell's characterization of anything that doesn't tie back to what they did in the past as somehow inherently hypothetical and meaningless is true. In fact, I think she's wrong about that. And she's wrong not only from an economic sense, but she's

wrong in terms of the Act, and she's wrong in terms of the FCC rules.

Q And do you believe that the Commission is correct in its ruling in the 960833?

A With regard to what? I'm sorry.

Q It would be nonrecurring costs.

A Well, I think there's a problem with the nonrecurring costs that came out of that ruling, because -- I've got them marked here somewhere. The Commission recognized that those costs were based on BellSouth's assumption that all the UNEs would be physically separated before they were provided, and that there is a different cost when providing UNEs without first physically separating them that would be incurred by BellSouth, all else equal, if it were to separate UNEs.

So at least on that basis, you can't just look at, for example, the nonrecurring cost of a loop and port combination, or a loop and transport, the so-called extended loop combination. You can't look at the nonrecurring cost for the loop and the nonrecurring cost for the port and add those together and somehow get the nonrecurring cost for a loop-port combination. There are work activities that would not be necessary with the combination.

So in that regard -- and I'm not suggesting -- let me be clear on a lot of these conclusions. I'm not suggesting the Commission was incorrect in its conclusions based on the law at the time it made this decision, because these rules had been stayed by the Eighth Circuit Court. In fact, they had been vacated. So I think the Commission did in fact apply the law as it was before and at that time, which, from the Act, simply said rates based on cost, with no further direction.

I think as we sit here today, the law is fundamentally different than that. It includes the reinstatement of these FCC rules. And because of that, we've got to go back and look at a number of these things. And I think you've got another ongoing proceeding to look at, some of the UNE combination cost studies.

Q Okay. Thank you.

On page 5, lines 15 through 25, Witness Caldwell states that BellSouth's network is not 100% total network management or TNM compliant and never will be 100% compliant. The substantial capital outlay and labor requirement to make Mr. Wood's -- to make your world a reality are cost-prohibitive, requiring replacement of existing functional plant.

Would you respond to her comments? That was page 5, lines 15 through 25.

A Yes.

Well, I think what she says at line 21 is actually illustrative here, and it's a broader point even than this one. She says, well, BellSouth's goal is to evolve toward this standard. I expect that it's BellSouth's goal to evolve toward a number of efficient standards, but it hasn't gotten there yet. And part of the reason that it hasn't gotten there yet on a lot of these efficiency measures is because it hasn't faced competitive market forces and constraints.

A rate of return regulated company or one that has operated under price caps, but as essentially a monopoly, which BellSouth has, has a -- even when very closely regulated by state regulators such as this Commission, still has a different set of constraints on it than a competitive market would impose. Specifically, it's allowed to recover the cost of assets over their full depreciable life, which isn't necessarily true in a competitive market.

So I think in this specific case, but in the broader case as well, their goal to evolve toward a certain standard is not really what's germane here.

The question is would a competitive market allow this time for evolution, or would a competitive market have required them to meet these efficiency levels already. And if that's the case, then that's how the costing and pricing ought to be done here.

Q Okay. On page 5, beginning on line 25 and continuing onto page 6, line 11, Witness Caldwell describes a couple of instances where BellSouth has contractual obligations and where manual intervention is needed in nonrecurring costs. Do you agree?

A Actually, I don't know what her point is. Certainly, some orders will require manual intervention, and that could be because the ALEC submits the order wrong, or it could be because the BellSouth system isn't operating as it should.

What I'm suggesting here is that if there is no manual intervention, then there shouldn't be an OSS component of the nonrecurring charge, and if there is, then that should be charged when it occurs, not inherently as a part of a fee for processing every order.

Q Also, on page 6, beginning on line 25 and continuing on line 10 on page 7, Ms. Caldwell states that contrary to your assertion in your direct testimony, there is physical work involved when an

ALEC has BellSouth disconnect a UNE. Is she correct, and why or why not?

A That particular statement is literally correct, but what she's missing the point on here is that there is a double counting issue with regard to disconnect. If BellSouth disconnects a pair of wires, they must, according to their engineers, reconnect that pair of wires somewhere, and that's for a connection.

Let's say they disconnect their own service and reconnect that pair to a CLEC. Well, when they come -- now let's say BellSouth wins the customer back. They're going to disconnect that pair of wires and reconnect them to BellSouth. Or let's say another CLEC wins the customer. They're going to disconnect from the first CLEC and reconnect to the second. It's the same disconnect and reconnect that's being reflected in both the install and the disconnect charge.

It's not as if they can pull the wires loose and leave them hanging. Their engineers have said as much. So if each install involves a removal and a reconnect, then one person's install is another carrier's disconnect, and vice versa.

So to go in and calculate a cost -- and

this is exactly what Ms. Caldwell's model does -- that assumes the time and labor associated with taking that pair loose and reconnecting them on the install side, and then all the time associated with taking them loose and reconnecting it on the disconnect side, she's getting those costs twice. That's exactly what's happening in her study.

And as I pointed out in my testimony, it's certainly not always the case that they would physically disconnect those wires in the first place. But assuming that they do, they don't need to charge for it twice.

Q All right. On page 7, lines 12 through 13, Witness Caldwell asserts that you are wrong when you say that connect and disconnect activities are a single activity, and then she continues to explain why. Is she correct that disconnect and connect activities are not a single activity?

A Well, I think she says at 12-13 that the connect and disconnect activities -- well, she at least -- well, let me look back. I thought she was agreeing with me for a second there, but I guess she's not.

Well, she agrees that the activities take place at the same time, but she says potentially there

could be different work groups that she would be attributing to the connect and disconnect categories.

I don't know what she's talking about. I've looked pretty closely at her study. It's the same person that takes the wires loose and reconnects them in both cases. It's the same group, it's the same job function code, it's the same labor rate. When she's referring here to potentially involving different work groups, I don't know what she's saying, and I don't recall that being reflected in the way her study works.

Q Okay. Do you have available ITC^DeltaCom's Prehearing Statement?

A I don't. Perhaps counsel does.

Q And would you turn to page 23 through 24? I think it's pages 16 and 17 in the draft.

MR. ADELMAN: We're looking at the Prehearing Order that you issued?

MS. CALDWELL: Yes.

MR. ADELMAN: Do you want to look at that, or do you want to look at --

MS. CALDWELL: It's in the draft. It doesn't make a difference, but it's in --

MR. ADELMAN: We have the draft.

BY MS. CALDWELL:

Q All right. Do you see where towards the end it says that interim rates for an SL1 loop should be $19.34?

A Yes.

Q And $23.10 for an SL2 loop?

A Right.

Q Would these be monthly recurring rates?

A Yes.

MR. GOGGIN: I'm sorry. You're referring to the Prehearing Statement of DeltaCom on page 23?

MS. CALDWELL: Yes.

BY MS. CALDWELL:

Q And those would be monthly recurring rates?

A Yes, ma'am.

Q Do you have BellSouth Witness Varner's testimony handy?

A I do. I never leave home without Mr. Varner.

Q And that would be AJV-1.

A I have the -- let's see.

Q And turn to line A.1.1. Do you have that, A.1.1?

A Yes.

Q And do you see that BellSouth's proposed

monthly recurring rate for an SL1 loop is $17.12?

A I do.

Q Would you also turn to line A.1.2?

A Yes.

Q Do you see that BellSouth's proposed monthly recurring rate for an SL2 loop is $20.52?

A Yes.

Q Why would ITC^DeltaCom propose rates, even interim rates, that are higher than what BellSouth is proposing?

A Good question. And all I can tell you is that I will have to research where the rates in the Prehearing Statement came from and give you -- if you want a late-filed exhibit on the development of those, or however you would like us to handle that, we can.

Q A late-filed exhibit would be --

A I can't really address what's in the Prehearing Statement today. I'm sorry.

Q Okay. After you've reviewed these, do you think it might change some of your testimony?

A Well, no. What I recommend in my testimony are interim rates subject to true-up based on the Commission's investigation of what UNE rates would be required to be subject to the newly reinstated rules. And on an interim basis, I put forth a proposal for

two adjustments, which is the IDLC and the fill factor adjustment, both of which have an impact and would result in a decrease from the existing rates. So that's not going to change. I still think that's the right way to go. What I can do is clear up what the numbers should be on page 23.

MR. ADELMAN: And if I could -- and I don't know if you want to do this on the record or not. I don't object to doing it on the record.

I think the numbers in the Prehearing Statement might unfortunately have been mixed up with another state. So the adjustments weren't made to the Florida numbers. They were made to another state. So there may be a late-filed hearing exhibit that explains that.

MS. CALDWELL: All right.

THE WITNESS: To the extent we can blame it on the lawyers, we should, and in this case it might actually be true. But we'll find out exactly.

MS. CALDWELL: Okay. Thank you.

Could we have our Prehearing Statement back?

THE WITNESS: Oh, I'm sorry. Yes.

BY MS. CALDWELL:

Q Mr. Wood, I also have various questions for you concerning your rebuttal testimony.

A Yes.

Q On page 2 of your rebuttal testimony, you indicate that as a result of the Supreme Court's January 1999 decision, the Eighth Circuit reinstated a number of FCC rules that it had previously vacated.

A Yes.

Q Could you tell me specifically which rules it reinstated? You can just tell me the ones that you do know for sure. You don't have to go through them.

A Well, I actually can't give you a list of which -- I mean, I can tell you that certainly the Section 51.500 rules -- I can tell you what I believe to be in effect. I don't know which ones came back and forth off the list.

I know with regard to 51.315, there are a number that were stayed. And that was not contested, so they remained stayed, and that would be Section (c) through (f) of .315.

It's my understanding that 51.501 through 51.515 are in effect today.

Q All right. Which of those would you consider the most important?

A Clearly, 51.505 is extremely important, and

all of its subparts.

51.507 is important with regard to geographic deaveraging.

51.511 is important with regard to determining per unit costs.

And then obviously, going back to 51.315(b), it's obviously important for clarifying that BellSouth and the other ILECs must now provide combinations of UNEs without physically separating them.

Q Okay. On page 2 of your rebuttal at lines 2 through 6, you state, "The Commission's decision in this proceeding should and must take into consideration these reinstated rules. As a result, the Commission's previous conclusions in Dockets No. 96" -- and I think we wanted to refer to those as the UNE cost dockets.

A Let's do.

Q "Must be evaluated in light of the new legal standards that are to be applied."

A Yes.

Q Would you tell me specifically which of the Commission's previous conclusions need to be re-evaluated?

A Section -- I'm actually looking at the

Staff memorandum on April 6, '98. That's where my page numbers are coming from. Certainly Section VII on nonrecurring charges is going to have an impact.

At page 81, there is a discussion of utilizing the, quote, unquote, scorched node methodology versus an alternative methodology that would begin with the characteristics of the BellSouth network. The Commission at that time -- at least the Staff recommendation at that time was not to utilize a scorched node methodology. That's now required by the FCC rules. So that decision, which has a fairly large number of ramifications, I think, within the larger decision is one of the primary ones.

The decision on structure sharing, which was based on an assessment of how structure sharing, starting with what is in place today and what might change going forward, would not be applicable under the rules.

The consideration of integrated digital loop carrier on page 82 would need to be looked at.

The application of so-called fill factors or utilization factors, the discussion on page 85 which considers and includes growth into those factors, long-term growth, would need to be looked at.

The conclusion on page 88 with regard to the inclusion of bridged tap in BellSouth's loop configurations.

The conclusion on page 92 which suggests that geographic deaveraging is not necessary for loops.

The discussion of what's labeled here as migration on page 98 with regard to nonrecurring charges and whether the nonrecurring charges would reflect an ALEC or CLEC utilizing a combination of UNEs versus individual UNEs, since the nonrecurring charges were based on physical separation, that would need to be considered as well.

I can't sit here and hold that out as an exhaustive list. It is the issues that on my review I looked at, comparing these with the FCC rules to determine that they would require some review.

MS. CALDWELL: I would like to take care of a little housekeeping matter first and go back. You are going to file a late-filed exhibit, and I think we need to go ahead and number that. Let's kind of give it a name and number it.

Explanation of Rates in Prehearing Order?

MR. ADELMAN: Should we call that DJW-2?

MS. CALDWELL: Okay. Thank you. And DJW-1

was his exhibit that he filed.

MR. ADELMAN: Yes, just his one.

MS. CALDWELL: He had one --

MR. ALEXANDER: Just for clarity, shouldn't we put D-e-p in front of it, Depo?

MS. CALDWELL: It should be Depo DJW-1?

All right. So we have Depo DJW-1, Explanation of Rates in Prehearing Order.

(Late-Filed Exhibit Depo DJW-1 identified.)

BY MS. CALDWELL:

Q Going back to my questions, for each of these previous conclusions you've listed for me, which were the different decisions, could you tell me precisely which new legal standards necessitate the FCC's prior decision to be revisited?

A Sure. I didn't list them as we went through.

Q Like scorched node, structure sharing.

Possibly you can provide that as a late-filed. What we would like to know is which rule, the rules that are reinstated or no longer stayed, would necessitate the Commission's prior decisions to be revisited.

A Okay. And just to be clear, in some cases it will be an individual rule, and in some cases it

may be more than one rule. But I will endeavor to provide for each issue -- and what we'll need to do, and I guess we can do that off the record, is to compile a list and make sure that we're working from the same list.

Q Okay.

A And I will try to describe each applicable rule and some explanation of why it's applicable, as I understand the previous conclusions of the Commission.

MS. CALDWELL: All right. Let's call that Depo DJW-2, List of Applicable FCC Rules. Let's add to it "Requiring Prior Decision to be Revisited."

(Late-Filed Exhibit Depo DJW-2 identified.)

BY MS. CALDWELL:

Q Let's go to the bottom of page 2 and the top of page 3, where you state that Mr. Varner is incorrect when he asserts that this Commission is bound by decisions in those prior dockets.

A Yes.

Q Okay. Now, you go on to say that such a conclusion is both factually incorrect and clearly inconsistent with the language of the order.

Can you show me the specific facts that render such a conclusion incorrect?

A Well, as I understand Mr. Varner's conclusion, he assumes that once the Commission has made a decision such as the one in the UNE cost docket, that it then is bound by that position essentially, according to his testimony, for all time, that there's nothing that would cause that to be looked at.

Clearly, something fairly significant has happened in this industry this year that would cause that, which is the Supreme Court decision on the reinstatement of the rules. That's all I'm referring to there.

I think the order is fairly clear that certain of these decisions, in fact, certainly the ones that I just listed and we discussed that are subject to my second late-filed exhibit, the discussion is clear that the decisions were being made on the law as it existed at that time, because, quite frankly, the Commission didn't have to apply the FCC rules at that time.

So my disagreement with Mr. Varner is that somehow now that the law is changed, the Commission can't consider the new law or need not consider the status of the new law when making these decisions going forward.

Q Please turn to page 4 of your rebuttal testimony. And here you state that in light of legal and regulatory changes since the initial arbitration involving AT&T, MCI, and BellSouth, certain specific updates need to be made.

Do you have that?

A Yes.

Q You list three kinds of updates that need to be made. First, you assert that the FPSC's prior conclusions need to be changed to reflect the resolution of the outstanding disputes by the federal courts. What disputes are you referring to?

A Well, I'm referring specifically to the FCC First Report and Order and the related rules that had been vacated, which have now been reinstated. And that includes both the pricing rules and Rule .315(b) regarding combinations.

Q And can you tell me specifically to which disputed aspects you're referring?

A Well, I think it's simply the jurisdictional dispute regarding whether the FCC had the ability to put these rules forth to be enforced by the states.

Q Okay. The second category of updates appears to be pertaining to those issues for which the

FCC did not render a decision because they were awaiting the conclusion of a court case. I'm sorry. The Commission did not render a decision because they were awaiting the conclusion of a court case. Is that correct?

A That's a second possible category, that's right.

Q Could you tell me which issues need to be addressed based on that reason?

A I actually don't know of any issues here in Florida that fall into that category. I mean, it's a valid category, and there may be some, but I have not identified any looking at the order.

Q According to your testimony, the third category is that updates should be made as necessary to ensure ongoing compliance with current requirements. Could you give me a few examples of the types of updates that would fall into this category?

A Sure. Part of that goes back to the earlier discussion we had on how input values can change over time. Some of the second category that would fall under Item 3 would be changes in -- I'll call them engineering capabilities.

For example, BellSouth argued in the previous dockets, the arbitrations that carried over

into the subsequent UNE cost case, that it was impossible to unbundle a local loop provisioned via IDLC, integrated digital loop carrier, from the switch. It turns out that they're providing to DeltaCom today a number of instances and arrangements that unbundle such an IDLC loop.

So clearly, I'll take it on face value that they didn't know how to do it at the time that this was previously litigated, but clearly, they know how to do it now. And that's going to make a big difference in some of these costs and some of these arrangements.

Another category would be new cost studies that BellSouth has apparently performed. An example of that is actually -- Mr. Hyde presents it in his testimony. It's the nonrecurring cost associated with an ADSL loop, where BellSouth has performed a new nonrecurring cost study apparently subsequent to the one here which shows a significantly different result.

Now, they haven't presented you with those results. But we think that where they've gone out and conducted a cost study of an equivalent capability that shows a significantly different result -- in this case, significant is not hard to define. It's a

factor of eight or ten.

That's something that the Commission needs to be made aware of, and it's incumbent to some degree upon the carriers to make the Commission aware. But then once you see that, that's something we would like you to consider on an ongoing basis. They shouldn't be telling you one cost and telling another regulator something that's off by that order of magnitude.

Q Would you turn to page 7 of your rebuttal testimony?

A Yes.

Q Where you state that since the FCC's pricing rules have been reinstated, rates for UNEs must comply with these rules.

A Yes.

Q Are you aware of any UNE rates set by this Commission that do not comply with the FCC pricing rules?

A Well, yes. I think the list that we went through in terms of the order and the issues that need to be looked at, I think a lot of those issues are going to flow through to quite a number of rates that are going to need -- that were in full compliance with the laws that existed at the time they were set, but now with the new standard are not in such compliance.

And I think it's going to be the majority of them, because a number of the factors that we went through that I pointed out in the order are going to flow through to a number of different rates..

MR. ADELMAN: Ms. Caldwell, we've been going for about an hour. Would it be appropriate to take a few minutes?

MS. CALDWELL: Yes. Let's take a break.

MR. ADELMAN: Thank you.

(Short recess.)

BY MS. CALDWELL:

Q Mr. Wood, I think we were discussing UNE rates set by the Commission that did not comply with the FCC's pricing rules. Which rates, in your opinion, do not comply with the FCC rules, and in which proceedings were these established? And I think we're going back to the arbitration orders.

A Yes. And I think the loop related -- clearly, the loop related recurring and nonrecurring costs are going to have to be looked at. And that's because a number of these things like fill factors flow through to all of that, and transport rates as well. And the IDLC question flows through to loops. Structure sharing will affect them. The network configuration scorched node question would affect

them. And I think the switching costs to some degree are also going to be a function of these same conceptual issues with regard to the treatment of fill, especially with regard to switch purchases in terms of initial purchases and reinforcement of switch processors.

Q Okay. And I think I asked in which proceedings the rates were established. Do you think you would like to produce a late-filed exhibit that would take each of these rates that would need to be modified and then identify the order it came from?

A I can. It's going to be a pretty short list of orders, but I can do that.

Q Well, specifically taking like loop related recurring and nonrecurring charges, and then list the specific order.

A Okay. That's going to come from the proceeding that we've just been talking about.

Q 960833?

A Right. And I think for all the rates that I'm suggesting any interim change in this proceeding, I think they're all going to come from that same previous arbitration proceeding in its various phases.

Q Mr. Wood, I think in your testimony you stated that there were a variety of rates that were

improper, and I think what we would like is a list of each and every rate that would be improper based on that statement.

A Okay. And to be clear, I'm not suggesting that they were improper at the time they were established, only that they may not comply with the change in requirements.

Q Right. And so what we would like to do is have a list of each of the rates that you would consider improper or changed.

A All right.

MS. CALDWELL: I think what we would like to do is ask for a late-filed exhibit, which would be Depo DJW-3, and we could name it Invalid Dated PSC Rates. Or how about Invalid FPSC UNE Rates?

THE WITNESS: Sure.

MR. ADELMAN: Just to be clear, because labels sometimes do take on a life of their own, do you think we want to somehow inject in the name of this exhibit the fact that they are invalid as a result of changes in the law, or as a result of the Iowa decision, or as a result of the reinstatement of the FCC rules, something like that?

THE WITNESS: Yes. I wouldn't want to suggest that -- the revisit here is purely because of the change in the requirement, not an attempt to relitigage anything else that was decided.

MR. ADELMAN: How about FPSC UNE Rates Which Must Be Changed?

THE WITNESS: Or reviewed.

MR. ADELMAN: Must be reviewed following --

MS. CALDWELL: Or that don't comply with current.

MR. ADELMAN: Sure, sure.

MS. CALDWELL: That don't comply with current FCC rules?

MR. ADELMAN: Do not comply with the reinstated -- you want current?

MS. CALDWELL: FCC rules.

THE WITNESS: Yes. We should make that clarification.

MS. CALDWELL: In that exhibit, will you also identify the specific FCC rules the rates don't comply with?

THE WITNESS: Yes.

(Late-Filed Exhibit Depo DJW-3 identified.)

BY MS. CALDWELL:

Q On the same page we've been referring to, starting at line 9, you discuss the Supreme Court's upholding the FCC's rule that prohibits an ILEC from physically separating UNEs, and at line 14 you state, "Pursuant to the Supreme Court decision, BellSouth must now provide a combination of UNEs without first physically separating them." Are you referring to Rule 51.315(b)?

A Yes.

Q Would you happen to have a copy Rule 51-315(b) handy?

A I do.

Q All right. Could you read for me the actual language of the FCC's rule?

A Yes. "Except upon request, an incumbent LEC shall not separate requested network elements that the incumbent LEC currently combines."

Q So the rule actually prohibits LECs from separating only UNEs which it currently combines; is that correct?

A That's right. There's a concern here that an ALEC or CLEC could come in and ask for things to be combined that the ILEC doesn't know how to combine and doesn't combine in its network, and we're not talking about those. We're talking about things that

BellSouth knows how to combine, loops and ports, loops and transport, that sort of thing.

Q So the real dispute is regarding which UNEs are currently combined; is that correct?

A No, ma'am. There is no requirement for currently combined, with a "d." That's really at the heart of the disagreement that I have with BellSouth. Mr. Varner always refers to this rule as currently combined, and that is not what this rule says.

Currently combines means they do it in the normal course of business. Currently combined with a "d" as Mr. Varner refers to it could be interpreted to mean actual individual facilities, whether or not they're currently hooked together or not, and that is not what .315(b) even addresses.

It's not a question of whether DeltaCom is coming in and asking for, say, a loop and a transport facility that currently happen to be hooked or connected somehow. What this refers to are facilities that the LEC currently combines in its network. BellSouth currently combines loop and transport facilities. That's how they provide special access.

So this is not a question of whether the individual loop and the individual transport facility are currently hooked together. This is a question of

whether BellSouth knows how and does combine loop and transport facilities. I think that's an extremely important distinction.

Q Let's turn over to page 9. Here are you discussing various infirmities in BellSouth's cost studies.

A Yes. Starting on page 9 and going on for a couple of pages, I refer to a couple of changes that are clearly going to need to be made pursuant to the new rules or the reinstated rules that are fairly direct and easily changeable that I think should be made to interim rates adopted in this proceeding.

Q Okay. So you're making suggestions as to how an interim fix can be accomplished?

A Yes. And I only hesitate with regard to the word "fix" because this is not suggested to be a complete fix.

Q Just on an interim basis?

A Well, just on an interim basis and just on a partial basis. I mean, clearly there are things that need to be done here and addressed. These are only two of them.

What I'm suggesting is that the rates that you adopt in this proceeding be considered interim subject to true-up. And then the question becomes,

well, how do you set the best interim rate you can for the period of time that it's going to be in effect based on the information that you already have in front of you. And these are a couple of the changes that I think you can and should make to set the interim rates as close as you can.

But I'm not suggesting that these two changes are sufficient to make existing rates compliant with the FCC rules, but I think they're a step in the right direction.

Q All right. Starting at line 9, you assert that BellSouth's cost models assume the use of the existing network configuration, and the construction of these models make it impossible to modify this assumption.

A Yes.

Q Could you tell us precisely to which BellSouth cost models you're referring?

A Well, I was specifically referring here to the loop cost model, which is based on a sample of existing loop configurations. They go to the database which has the circuit IDs in it, and they pull a sample of those. They then actually go to the physical piece of paper that has the engineering diagram on it for that individual loop and use that

as a starting point.

That is not what the FCC rules require, which is simply to use the existing switch location as the starting point, and then obviously the customer location is the other end of that starting point, and to construct that facility based on those two constraints, not on the constraint of starting with the engineering drawing.

Q Now, for each of the models you mentioned, can you explain why the existing network configuration assumption cannot be modified? For example, is the model hard-wired in some sense?

A The loop model is actually worse than -- yes, it's hard-wired, but it's actually worse than that. It's discontinuous. The BellSouth loop cost model cannot develop loop cost start to finish. It does it in fits and starts and actually stops and requires manual intervention.

They begin the process by pulling those circuit IDs, and then they go to pull those diagrams. Well, the model isn't modeling at that point. It has stopped completely. The process has stopped completely. And as I understand what Ms. Caldwell and other BellSouth witnesses have described, it then goes to a panel of outside plant engineers who look at

those diagrams and decide, based on what is presented on that diagram and the constraints of that diagram, how would they reconfigure that loop. The recast issue we talked about before, this is that process to then change that.

So not only is the loop cost model hard-wired in the sense that you can only start the process with the existing network configuration, it's discontinuous in that you can't go and say -- well, let me give you an example. These engineers sit down and say they're going to change the crossover point for the installation of loop carrier on the feeder facilities, and they picked 12 kilofeet. And we wanted to, we being a CLEC, the Staff, the Commission, wanted to change that assumption to 9,000 feet. You can't go in -- there's no BellSouth loop cost model to go into and change that 12 to a 9, because the model didn't do it. The engineers did it outside of the process. So you can't see the impact of the results of that assumption, because it was not only hard-wired in there, but it was made outside the model.

Q Beginning at line 13, you mention IDLC should be used in the models. Could you explain what IDLC is?

A Yes. IDLC is integrated digital loop

carrier. It is in the -- I was going to say Bellcore, now Telcordia documents, sometimes used interchangeably with next generation digital loop carrier, but not always. And it is a specific type of loop carrier system utilizing a GR-303 basis of operation.

There was general agreement among the engineering witnesses in the arbitration proceeding through the UNE cost proceeding, extended through that, that that was in fact the forward-looking technology. BellSouth argued at the time that it could not use that technology in its loop cost study because it would be unable to physically separate that local loop from other network elements, including the switchboard.

Well, two things have changed since that time. One is, they've demonstrated, by providing the capability in some unbundled loops to DeltaCom, that they can physically unbundle that loop. The CLECs argued at the time they could, and in fact, it turns out they can. Maybe they underestimated themselves.

The second thing is that they're now required to provide that loop and port in combination without the separation. So there is no physical separation required, which means clearly IDLC is the

forward-looking technology that ought to be applied.

And in fact, they've produced some cost studies in Georgia, and Ms. Caldwell sponsored those cost studies as recently as this July, which show the cost, at least BellSouth's version, of providing a loop and a port in combination without physical separation. And the costs decrease significantly, largely in part because she assumes at least partial IDLC use in the feeder portion of the loop.

Now, she didn't use 100%. She used a percentage of IDLC and a percentage of a nonforward-looking technology, UDLC. But even with the percentage that she did assume, it was very clear that this is an input that makes a difference in this loop cost.

Q Okay. Can you describe for me exactly how a single unbundled loop would be provisioned where IDLC is involved?

A I can provide you -- I won't -- I cannot sit here and tell you technically from an engineering standpoint the various options. I can provide you, I believe, with a white paper that I have that describes some of those technical options. And I would also urge you to ask Mr. Hyde, because he is familiar with some of the mechanisms that have been used to provide

DeltaCom with an unbundled IDLC loop from BellSouth previously.

Q Can you list any network components that would be required?

A I'm not sure what you mean.

Q Okay. We'll strike that.

Could you give me a late-filed exhibit describing how a single unbundled loop would be provisioned?

MR. ADELMAN: If I could, this is in the prefiled testimony of Mr. Hyde, who will be examined or deposed later today. You know, we can put it in and mark it as Depo DJW-4, but I think it's an exhibit that will be prepared by Mr. Hyde.

MS. CALDWELL: We can ask Mr. Hyde.

MR. ADELMAN: What we can do is a combination of two things. He referred to a white paper. I presume you want that.

MS. CALDWELL: Okay.

MR. ADELMAN: Do you want to just mark that as a Wood exhibit, and then Hyde could also do an exhibit on provisioning of a IDLC loop?

MS. CALDWELL: Okay.

MR. ADELMAN: Does that work?

MS. CALDWELL: That works.

THE WITNESS: I can provide you with a description of different technical options in doing in. Mr. Hyde needs to tell you how exactly BellSouth has managed to do it in providing these types of loops to DeltaCom today. And there clearly will be some overlap there, but there may be different solutions on those two lists.

MS. CALDWELL: Okay. Let's make Depo DJW-4 White Paper on IDLC.

MR. ADELMAN: Or description of technical options. Does that work, to make it more specific?

MS. CALDWELL: We can have that in parentheses, description of technical options.

(Late-Filed Exhibit Depo DJW-4 identified.)

BY MS. CALDWELL:

Q Do you know whether provisioning an unbundled loop using IDLC would differ in cost from one using UDLC?

A Yes, I believe it would. IDLC is a more efficient use of those underlying facilities than UDLC.

Q And can you explain why?

A The nature of the GR-303 interface makes it possible to more efficiently utilize that facility.

I don't think that has been an area of dispute among the parties. I think when you look at Ms. Caldwell's cost study, when she starts varying the percentage of UDLC and IDLC, a larger percentage IDLC results in a lower cost, and the converse is also true.

So I think it's clearly demonstrated by BellSouth's cost studies that when they assume -- in this case, when they assume a loop/port combination in the case of this study, which is the only time they do this, they include some portion of IDLC. And when they change that mix, it changes the output in the way that I described. And in fact, when I go in and change that assumption in their cost model, I get the same kind of results. The higher the percentage IDLC, the way that BellSouth has modeled it, the lower the cost. And I think that's right.

Q Would you know the cost of each of the configurations?

A I don't know running for Florida what that cost would be from that model, because I only have access to that model in the context of a Georgia proceeding.

So I can't tell you what -- I mean, Ms. Caldwell presumably could tell you what the BellSouth study would yield if run for Florida with regard to -- if you were to ask her to run it with 100% IDLC and 100% UDLC, you could get a difference from her. But I don't have -- my access to that model or that proprietary agreement was limited to that state. And I can tell you about, obviously, the conclusions that I drew and the results of my analysis from that proceeding, but I don't have the model for Florida.

Q Okay. Are you or any other ITC^DeltaCom witness sponsoring cost studies or analysis that support any permanent pricing proposals?

A No. We're not making -- we're not asking you to make permanent rate decisions here, just as you didn't in the first round of arbitrations with AT&T, MCI, and the like. We're offering some interim rates, and we're offering some adjustments that we think are going to get those interim rates a step in the right direction. But experience certainly dictates that the right time to deal with permanent rates is in a proceeding specifically delegated to that task.

Q And so the interim rates would be until the Commission had a permanent -- more of a generic

docket?

A Yes.

Q On page 12 you discuss OSS cost recovery and refer to several misstatements of fact in the testimony of BellSouth witnesses Varner and Taylor.

A Yes.

Q That's lines 10 and 11.

A Yes.

Q Could you tell me specifically what misstatements you claim are made by each witness and show me where these misstatements appear in their respective testimonies?

A Well, certainly Mr. Varner states that only CLECs benefit from OSS systems, and he also states that the relevant cost to BellSouth is the cost of an add-on system specifically to provide order processing and OSS for CLECs. I don't have those pages marked, but those are two statements from his testimony, and I take issue with both of those.

Q How about Mr. Taylor's exhibits and --

A Dr. Taylor argues that -- well, he argues two things. He also argues that OSS systems should from a cost causation standpoint be charged to CLECs, which I disagree with. And also he argues that the FCC rules do not require the calculation of OSS costs

in the manner that I've described, which is the total capacity, the total quantity demanded requirement in 51.505. And I take issue with that as well.

Q Would you say these are misstatements of opinion or fact on the parts of these -- of Witness Varner?

A Well, with regard to Mr. Varner's statement that an OSS system would only benefit a CLEC, that's a misstatement of fact. It clearly -- it would only be a discussion about an opinion if BellSouth were intending to never win back a customer once it had lost it to competition. If they do intend to do that, or if they ever intend to win a customer whose service was originally provisioned by a CLEC, then he is factually incorrect in that statement.

Q And how about Dr. Taylor?

A I believe Dr. Taylor's statement -- and I will have to find you the specific statement regarding the FCC rules -- is also factually incorrect.

Q Can you point out where Mr. Varner states his misstatement?

A I'll have to find it. (Examining document.)

I'll be glad to find it for you and provide you an exhibit if you don't want to spend the time for

me to --

Q Okay. You can just provide that notation.

A Yes, I'll be glad to. He makes a couple of statements, and I'll pull the references for each one.

MS. CALDWELL: Let's call that DJW-5.

MR. ADELMAN: We'll call it Varner's citation that --

MS. CALDWELL: Well, I was going to say Varner's OSS misstatements.

MR. ADELMAN: Specifically that CLECs are the sole beneficiaries of OSS? Is that what you're looking for?

MR. ALEXANDER: Can I ask that we rephrase that, in light of Mr. Adelman's statement that we don't want titles of exhibits to take a life of their own?

MR. ADELMAN: Call them alleged misstatements. How's that?

MR. GOGGIN: For the record, I guess in The prior exhibits, for example, invalid orders should be orders that DeltaCom alleges are invalid, something along those lines. There was a prior exhibit I believe we had --

MR. ADELMAN: Let's talk about number 5 first. What do you want to call it, Diana?

MS. CALDWELL: Alleged Varner's OSS Misstatements.

(Late-Filed Exhibit Depo DJW-5 identified.)

MR. ALEXANDER: While we're doing that, can I just ask a general question?

THE REPORTER: On or off?

MR. ALEXANDER: It doesn't matter.

MS. CALDWELL: We can go off the record for just a second.

(Discussion off the record.)

BY MS. CALDWELL:

Q Mr. Wood, would you please turn to page 15 of your rebuttal testimony?

A Yes.

Q And starting on line 18, you contend that in recognition of BellSouth's poor quality OSS performance, they imposed a standard that requires full electronic flow-through. Could you explain briefly for me what constitutes full electronic flow-through?

A That's simply a mechanism in which orders extend throughout the process from end to end without requiring manual intervention.

Q Is that end to end like through computer circuits?

A Through the entire process, yes. Mr. Thomas is actually the person who can describe to you in quite a bit of detail every step of the way.

Q Okay. Are you aware of any LEC that currently provides full electronic flow-through as you've described it?

A I believe Bell Atlantic has gotten very close for certain states, notably for New York. But I have not seen the most recent version of their system.

Q So you don't know for sure if they have complete electronic flow-through?

A I don't know if they're 100% there. They had certainly made significant progress the last time I saw them, and I think they're close.

Q Can you give me --

A This is an achievable goal. Certainly Bell Atlantic has gotten far enough to demonstrate that it's an achievable goal.

Q Can you give me a percentage of how far completed they are? Let's say 100% being complete, fully complete electronic flow-through, are they 95, 80? Can you give us a percentage of how close they are?

A Well, I think in terms of the capabilities,

they're essentially there. The question then becomes, okay, once they've created this system that's capable of full flow-through, do they have it fine-tuned to the degree that it actually operates on a full flow-through basis, and that's what I have not seen. Obviously, they've been working on that. They've been fine-tuning that.

So in terms of construction of the system -- and you should ask Mr. Thomas this question too. But in terms of construction of the system, I believe they have the right end-to-end system in place, but it's a question of fine-tuning the various parts of that so they work properly with each other.

Q Okay. Could you tell me precisely in which FCC order and where in that order the FCC asserted that BellSouth had poor quality OSS performance?

A No. I don't think I suggested that they said that. I think I said the poor quality of BellSouth's OSS performance was discussed in the direct testimony of ITC^DeltaCom's witnesses, and I think Mr. Hyde and Mr. Thomas both talked about that.

Recognizing the quality issue, the FCC has imposed an OSS standard. But I'm not suggesting here that based on the testimony of these previous DeltaCom witnesses regarding the BellSouth systems, the FCC has

imposed a standard. The FCC has imposed a standard recognizing that the full flow-through and the quality of OSS is a major issue.

Q Okay. Could you tell me precisely in which FCC order and where in that order the FCC imposed an OSS standard on the ILECs by requiring that they provide OSS capable of full electronic flow-through?

A I will get you the exact citation, but I don't have those orders with me.

Q Do you want to give that as a late-filed?

A Sure. I'll get you the order and the paragraph.

MS. CALDWELL: So that would be Depo DJW-6, citations in FCC order to require full electronic flow-through for OSS.

THE WITNESS: Right.

MR. ADELMAN: The label again, citations to FCC order --

MS. CALDWELL: To require full electronic flow-through for OSS.

MR. ADELMAN: Thank you.

(Late-Filed Exhibit Depo DJW-6 identified.)

BY MS. CALDWELL:

Q Let's turn over to page 17. In this first full paragraph, you are assuming the most efficient

technology can never be the existing technology deployed, or are -- I'm sorry. Are you assuming that the most efficient technology can never be the existing technology deployed?

A No. I am suggesting, though, that one cannot assume that the existing technology is an efficient technology, and to simply make that assumption is incorrect.

Q Okay.

A And we're talking specifically about -- well, let's just make sure. Are we talking about OSS, or are we talking more generally than that? I'm sorry.

Q I think more generally.

A With regard to specific types of equipment or specific technologies, then I think what we just discussed is applicable more generally.

With regard to -- I'm not sure with regard to network configuration whether that's true or not, because I think it is a virtual certainty that we will have divergence of configurations and divergence in the base of embedded assets based on monopoly regulation versus competitive market constraints. It could be theoretically possible through some set of circumstances to end up with the same base of

investments over a relatively short period of time. I think over a longer period of time, I don't think there's any way to -- I don't think you can end up with the same base of investments.

So with regard to network configuration, I think my answer is yes to your first question, and that is that the existing configuration can't be forward-looking if the existing configuration is more than a year old. With regard to a specific type of technology in place, it certainly could be. For example, you could look at an IDLC system that is currently in place, and that is also a forward-looking technology.

You can't look at, going back to the discussion on the loop model, those loop configuration diagrams. I don't think -- you cannot look to those and see that the forward -- and get any useful information about what the forward-looking network configuration would be, because those designs don't have the relevant information on them that you would need to make that decision.

Q Okay. Referring to BellSouth Witness Varner's rebuttal testimony on page 22, beginning on line 11.

A Yes.

Q In response to your direct testimony, Witness Varner states, "BellSouth's physical collocation rates as established by this Commission in its April 29, 1998 order appropriately apply to physical collocation whether an arrangement is enclosed, caged, or unenclosed, cageless. Rates have been established for floor space on a per square foot basis and for power on a per amp basis. Cross-connect charges apply on a per connect basis, and entrance cable installation charges apply only if the ALEC requests such installation. Thus, because BellSouth structured the physical elements in such a manner, rates for all the piece parts required for the cageless collocation have been approved by this Commission."

Which of the rate elements mentioned above, if any, should be excluded for cageless collocation?

A I'm not sure that any of them should be excluded. All of them would be different, fundamentally different in a physical caged environment versus a cageless environment.

Q Could you explain some of the differences?

A Sure. When we talk about a physical arrangement, we're talking about an identified floor space in a central office. It's an isolated floor

space. It has power and HVAC that has been run to it from the normal operation of the central office. So we're talking about a separate identification of isolated space. We're talking about a separate HVAC and power system. And when you look at the physical collocation cost studies, you see that that's what's reflected in those costs, is basically taking the capabilities to an isolated space.

That's not what cageless collocation is. Cageless collocation is the placement of an ALEC or CLEC's equipment into the line-up inside the central office, the existing line-up in the equipment bays, just as would be done for virtual collocation. The power, the HVAC, all of it is part of the central office system that services those bays. There's no isolation. The space involved is -- the floor space we're talking about is the footprint of that equipment bay that BellSouth also has its equipment in. It's not an identified isolated space to make a capability available for physical collocation.

These things just -- both are physical in the sense that the CLEC owns the equipment and it's physically locating its equipment. But other than that, you know, superficial similarity, the word "physical" and the ownership of the equipment,

physical collocation and cageless collocation don't look anything alike.

Cageless collocation does look a lot like virtual collocation. In fact, if you were to walk into a central office, or even a telecom engineer were to walk into a central office and you said, "One side of you is virtual, and the other side of you is cageless physical. Which is which?" they couldn't tell you. They're identical. The only way to tell would be to look at the ID card or serial number on the equipment to see who owned it.

So when you talk about, you know, the space requirement, the power, the HVAC, the assessment of the space capability, all of those things are fundamentally different in this new cageless environment than they were in the caged physical environment that formed the basis of the previous BellSouth cost study. They're entirely -- the scope of the previous form of physical collocation far exceeds what we're talking about here.

Q All right. Virtual collocation rates per element are very similar to physical collocation rates and elements in Order No. -- in the 960833 order.

A Yes. We're actually advocating as interim rates for cageless the FCC Tariff No. 1 virtual

collocation rates of BellSouth, with the adjustment for maintenance costs, because the difference between cageless collocation and virtual collocation is that in a virtual arrangement, BellSouth has the obligation to maintain the equipment, and then it recovers that cost from the CLEC. In this cageless environment, the CLEC is directly responsible for the maintenance, so BellSouth does not incur that cost, nor should it recover that cost. So we would need to adjust those rates to remove the portion of the rate that represents maintenance costs, because that wouldn't be appropriate here.

Q All right. Let me clarify. I think you have a copy of the order which includes Docket No. 960833.

A Yes.

Q Would you turn to page 170?

A I'm looking at the Staff Memorandum, which may be paged differently than what you have.

Q Okay. What I'm looking for is Table 14, Virtual Collocation - Approved Rates.

We have a copy that you can use. I'm sorry. If you would turn to page -- the one that says page 170.

A Yes.

Q And we're looking at these rates established here. So you're saying that you're advocating the same rates, except for the maintenance?

A No. I'm representing the -- let's see. I simply don't recall in this order whether these are the same as the FCC rates or whether they're different. What we're recommending are the FCC rates minus the maintenance.

Q Okay.

A And I cannot recall whether in Florida the virtual collocation intrastate rates mirror the interstate rates or whether they were developed separately.

Q Okay. Do you believe that the rates approved for the individual elements of collocation by the Commission are not consistent with FCC Order 99-48?

MR. ADELMAN: Diana, can we go off the record for a minute?

MS. CALDWELL: Sure.

(Discussion off the record and short recess.)

BY MS. CALDWELL:

Q Mr. Wood, what order are you getting your -- and we were discussing caged and enclosed and

unenclosed collocation.

A Yes.

Q What order were you getting your rates from in your testimony?

A I actually don't have rates in my testimony. I'm suggesting interim rates based on BellSouth interstate.

Q Did you have any rates for virtual?

A That's the ones I'm referring to.

Q And for your testimony, what order did you rely on for your testimony?

A I didn't really --

MR. ADELMAN: Maybe I can help. What he said I think before the break was that he relied on the FCC filed tariff as the source for the virtual rates. Is that what you're looking for?

MS. CALDWELL: Yes.

THE WITNESS: And certainly FCC 99-48 is the order that describes, in fact, creates cageless collocation. But it does not set forth rates for cageless collocation. Ultimately, BellSouth owes you, owes all of us a cost study for cageless collocation. They haven't done one yet. So the question becomes what do we do

until we have cageless collocation rates based on a cost study?

BellSouth says go use as an interim measure their existing physical collocation rates, which are based on identifying an isolated space on the floor, potentially construction charges, taking power and HVAC to an isolated space, all of those things, which looks nothing like cageless collocation.

What I'm suggesting is that on an interim basis we use the virtual collocation rates, which is an arrangement that looks exactly like cageless collocation, except that they have maintenance costs in there that need to come out. Other than that, you're essentially there.

BY MS. CALDWELL:

Q All right. Thank you.

Regarding Daonne Caldwell's Exhibit DDC-4, page 3 displays the nonrecurring costs associated with BellSouth's development and implementation of OSS electronic interface. Which elements, if any, does ITC^DeltaCom believe should be rejected or modified?

A I need to look -- I'm sorry. I don't have that exhibit with me, but if I can borrow one, I can tell you.

Q (Tendering document.) It's DDC-4, page 3.

A What she has done -- I guess I'm going back one page to the cost and rate elements, which are F.1.61, which is OSS electronic interface per local service request, development and implementation. I do not think those rates should be applied.

Q Any of those rates?

A Well, there's a nonrecurring and a per LSR total. And what BellSouth is attempting to do through these rates is recover the cost from a competitor of developing this OSS system, which it shouldn't -- number one, it shouldn't be doing, and number two, it's the wrong cost. It's the cost of adding onto an existing Legacy system. It's not the cost of a system that would be able to process the total capacity, the total quantity demanded per the FCC rules. So it's the wrong cost recovery mechanism, and it's the wrong cost.

It's clearly -- the magnitude of the costs that they've calculated, because of the way they calculated it, is higher than it should be, which is a separate question from should all carriers recover the cost of their own OSS systems that they're going to be providing to each other, which I think is yes. So the number here should be zero. But even if you're going

to put a number here, it can't be this one, because this one violates -- is a direct violation of FCC Rule 51.505.

What she has done is actually in the right direction for a good thing, and that is, she has broken out in this study, which is something BellSouth hasn't always done, but they've started doing now, a separate manual processing charge, which is F.1.7. But I believe the way, and I'll have to confirm this in the cost study, that she has taken -- here's what I think should be done:

If you have an order that goes through the system and doesn't fall out and doesn't require manual processing, there are no nonrecurring costs associated with processing that order, so there wouldn't be a nonrecurring rate. If the order falls out, then you've got manual processing, and that triggers a nonrecurring cost, and therefore the application of a nonrecurring rate. That's the way it ought to be done. That's cost causation. That's a principle Dr. Taylor advocates, it's one I advocate, and it's one Ms. Caldwell advocates.

What she has done here is actually split that fallout cost among orders that do fall out and orders that don't. Now, that's a step in the right

direction. Under the old methodology, they assumed a percentage of the time they would fall out, but they charged everybody a percentage of that cost. So they basically took -- there was no manual processing charge explicit. They just charged everybody a percentage of the cost associated with processing manual orders. That's not cost causation.

This is kind of semi-causation. They've taken part of that cost out as a manual processing charge, but left part of it in the regular interface ongoing processing charge. Well, that's the right direction, but it's not the right increment.

What they need to do is a manual processing charge that should be charged if the order falls out because of the way that the order is submitted. Now, if the order falls out because their system doesn't work, that's for BellSouth to deal with. That shouldn't be charged to the CLEC. But if DeltaCom or anyone else comes in and submits an order and that order requires manual processing because it wasn't submitted correctly, then there's a manual charge for that. There should be a manual charge for that. But there shouldn't be a charge for all the orders that do go through to reflect part of that manual processing.

So the way to structure this correctly is

to make F.1.7 reflect the cost of manual processing, and it ought to be applied anytime a CLEC submits an order and, because of the way the CLEC submitted the order, it falls out of the system. There should not be a rate for what she calls ongoing processing, because there's no nonrecurring cost if the order doesn't fall out.

And there shouldn't be a rate for development and implementation because of the two reasons that I said before: Number one, conceptually, everybody should develop their own OSS and recover their own cost for doing it; and BellSouth has done conceptually the wrong cost study, and they cannot in compliance with the FCC rules reflect this $2.46 per order for development costs.

Q Thank you.

Okay. We're on our last set.

Mr. Wood, on page 22 of your direct testimony, lines 13 through 19, you indicate that cageless physical collocation should require no less time to provision because BellSouth would not have to construct a physically separate space.

A It should require less time to provision, because BellSouth does not have to do a number of tasks associated with a caged arrangement.

Q Okay. You go through the substantial steps of the process that the BellSouth must go through after it has received a firm order for cageless physical collocation from ITC^DeltaCom and the average time associated with each step to show how you arrived at the conclusion that cageless collocation can be provisioned in 30 days. Could you go through those steps?

A Well, here's what the Advanced Services Order requires, the 99-48 order. It requires that BellSouth on a proactive basis go out and identify where this arrangement can be placed in its central offices. That's Paragraph 40, "Require incumbent LECs to make each of the arrangements outlined below available to competitors as soon as possible without waiting until a competing carrier requests a particular arrangement."

So before an order is placed, long before the firm order stage, BellSouth should have identified in its central offices where cageless collocation space is available so that if a carrier comes to them, they know where they're going to put that equipment.

So in terms of what do they then need to do after the firm order stage, the answer is essentially paperwork. There's nothing that they would have to

-- they don't have to identify available space. They don't have to design an enclosure. They don't have to take heating, ventilating, and air conditioning or power to the space. They don't have to do any of those things.

Q Okay. But what would they have to do after they've received the firm order in order to provide it within 30 days?

A They would simply make the arrangement with the CLEC for the CLEC to have access to the office to install the equipment.

Q Would that arrangement include contacting the CLEC, meeting with the CLEC, any meetings that they have to look at the location?

A No, ma'am. All of that has to be done, pursuant to the FCC order, before the request is made. Otherwise, BellSouth is in direct violation of FCC 99-48. They can't wait for a request before they go out and identify the space.

Q Okay. But what steps -- you came up with the 30 days from the time they received the firm order. What's transpiring during that 30 days?

A They're simply responding back to the CLEC when they can come in and install their equipment and identifying for the CLEC where in that office line-up

that equipment can be installed.

I don't think 30 days is necessary. This is a 30-minute process. If they've complied with the Advanced Services Order, they've identified the space and the capabilities for the equipment to go into a certain equipment bay. All they have to do then upon receipt of a firm order is to allow the CLEC to come and place that equipment into service.

Any other steps that they have to follow in terms of identifying space, which is really the primary task here, they have an affirmative duty to perform without waiting for an order. They should have done that already. That's why this is in such contrast to a caged physical arrangement, which does have significant tasks associated with it that BellSouth does have to perform that do take a lot of time.

Q So -- I mean, you're saying it's really administrative. If you said it can go 30 minutes, how did you come up with your 30 days?

A We offered 30 days as a reasonable time frame, but it's nothing more than that. I mean, it's not based on an assumption that BellSouth would need 30 days in order to make this arrangement available. I don't think they will if they've done what the

Advanced Services Order requires them to do.

Q All right. And would BellSouth have to evaluate its heating, ventilation and air conditioning, HVAC system and power system to determine whether they could accommodate additional equipment that would be installed in its facility?

MR. ADELMAN: If I could, just for clarification, you're talking about before or after the order?

MS. CALDWELL: That would be after the order.

A No. If they waited until after the firm order, they would be in violation of FCC 99-48. But even before that time, what we're talking about here -- let me be very clear. In a caged collocation arrangement, they've got to evaluate those systems to see if they can branch off of those systems and go to a separate space.

With a cageless arrangement, this equipment is going into an existing operating -- potentially operating bay. That equipment rack could already have BellSouth equipment in it that's already operating. It has power, and it has HVAC already going to that equipment bay. There's no analysis at that point to do. I mean, BellSouth designed its central office and

put these equipment bays in place. It designed its power and HVAC systems in conjunction with placing those slots for equipment. It doesn't need to then go back and second-guess whether it designed its central office correctly in order to accommodate a request for cageless collocation.

Q Do you know --

A But to the extent that it needed to do any kind of analysis -- maybe they did a bad job designing their central office. If they needed to do that, they certainly cannot wait until a firm order in order to do that type of analysis, because they have the affirmative duty to identify the space and determine what would be required to make the arrangements available prior to receiving an order.

Q On page 22, lines 19 through 22 of your direct testimony, you state -- page 22, lines 19 through 22. You state that the provisioning interval for cageless collocation should be less than that for virtual collocation. Can you tell us what the average provisioning time is for virtual collection that ITC^DeltaCom has received from BellSouth?

A Maybe.

MR. ADELMAN: That may have been produced in discovery. I can't recall. I think the

question has been asked.

THE WITNESS: It actually -- well, I have -- BellSouth witness Mr. Thierry in South Carolina said that for physical, the average was 79 days, but I don't think he gave a value for virtual. And I don't know if DeltaCom's experience has been the same as the BellSouth average. But again, that's for physical. That's a very different process.

BY MS. CALDWELL:

Q What do you think the average time should be for virtual collocation?

A I would expect BellSouth is probably running between 30 and 60 days on virtual collocation, but that's based on my experience looking at those kind of arrangements with other ILECs.

But as I said on the page that you just pointed me to in my direct, there are tasks associated with virtual collocation that are not required for cageless. That should cut that time down some.

Q On page 27 of your rebuttal testimony, lines 14 through 19, there you state, "If an extended loop is viewed as a UNE loop and interoffice transport purchase from the access tariff, then BellSouth again has no basis to refuse to provide this capability.

ITC^DeltaCom has the right to purchase both an unbundled loop and access transport from the applicable BellSouth tariffs, pay BellSouth the tariff rates, and utilize those capabilities to provide service to a regional customer."

A Yes.

Q Is ITC^DeltaCom willing to purchase this capability out of BellSouth's access tariffs?

A I can't speak for ITC^DeltaCom, but they have the right to purchase it as a UNE combination without using the access tariff. So I guess DeltaCom's willingness really doesn't impact BellSouth's obligation, and BellSouth is obligated to provide UNEs that it currently combines to DeltaCom or any other CLEC without physically separating them.

MS. CALDWELL: Let me just check my notes, but I think we're done.

That's all I have. Thank you.

EXAMINATION

BY MR. GOGGIN:

Q Mr. Wood, my name is Michael Goggin.

A Good afternoon.

Q I have just a few questions.

Near the beginning of the deposition, I believe Ms. Caldwell asked you about cost studies and

cost orders in what I believe you referred to as the UNE cost case, in which you said that the Commission didn't apply the cost principles reflected in the current FCC rules, in particular I think 51.505, the rules in that vicinity.

A Yes, I recall that discussion.

Q Just to be clear, was it your position that the Commission's prior orders were incorrect because they relied on law other than the law as it stands today, in particular, that rule?

A Not at the time, no.

Q I'm sorry. Can you --

A Well, the Commission applied the law as it existed at that time. I'm not taking issue with that. What I'm suggesting here is that we've all got to deal with the fact that the legal requirements have now changed.

Q So, for example, with respect to the scorched node method of doing forward-looking pricing under the TELRIC method set forth in the FCC's rules, you believe the Commission did not follow that standard in the prior UNE cost order?

A Yes. They said so at the time. And they certainly weren't required to.

Q You also mentioned that the Commission must

revisit its position on geographic deaveraging pursuant to the current FCC rule; is that correct?

A That's right.

Q So it's your belief that the current FCC rules require geographic deaveraging?

A Yes.

Q Did you bring with you a copy of the work papers that you used to develop your estimated factors by which various BellSouth costs should be reduced in the interim?

A No. I used the BellSouth -- there aren't really any -- well, there aren't any work papers on paper. I used the BellSouth cost model as it was provided in discovery on CD-ROM, and by changing only the inputs that I identified in my testimony achieved the percent changes in the outputs, holding everything else constant. But the work papers per se are the BellSouth model as it existed at the time.

Q That was the BellSouth cost model filed with the Georgia State Commission?

A No. For the change in the fill factors, it was your model filed with this Commission and provided, I believe, in response to DeltaCom discovery. For the adjustment for IDLC, what I referred to was my analysis that I performed in the

Georgia proceeding, which I performed within the context of the Georgia case.

Q Did you represent anyone in connection with the Bell Atlantic third-party testing procedure?

A No.

Q Either in New York or Pennsylvania?

A No, I was not personally involved in those.

Q Do you know whether DeltaCom was personally involved in any of those?

A I don't believe they were.

Q Are you representing anyone in connection with Bell Atlantic's application, 271 application before the FCC, the one currently filed in New York?

MR. ADELMAN: Well, objection to the relevancy to this case, but he can answer the question in the deposition.

You can answer.

A Actually, the answer is that I don't know.

Q Okay. Fair enough.

A There have been some rumblings to that effect, but, no, I'm not currently working on it.

Q Have you reviewed BellSouth's cost studies on collocation for purposes of this proceeding?

A No, because they really aren't relevant to this proceeding. What you've studied pertains to

physical collocation, caged collocation, which isn't what we're trying to get a rate for here. We're trying to get a rate for cageless collocation.

Q So if BellSouth had filed a cost study on cageless collocation in a prior proceeding, you would be unaware of that?

A Well, I know for a fact you haven't filed a cost study for cageless collocation anywhere, in a prior proceeding anywhere.

Q If you'll give me just a minute, I may be done.

Are you trained as an economist?

A I have a master's degree, but I tend to preserve the term "economist" for someone with a Ph.D., so I don't hold myself out as an economist.

Q Master's in economics?

A Yes.

Q If you were to analyze competition in a given market, say for the sake of argument, the interexchange market, how would you define the market in general terms?

A For interexchange?

Q For example, would you define a market by identifying a relevant product and/or geographic market?

A No. I would identify substitutable products as part of the market definition.

Q For the purpose of determining cross-elasticities and ultimately reaching your relevant product or geographic market definition?

A Yes, although I'm still -- market definitions may or may not have geographic boundaries.

Q Would you consider the interexchange market and local telecommunications market to be the same market or different markets, product markets?

A They're different product markets.

Q On page 6 in your direct testimony -- I'm sorry. That's the wrong page reference. On page 7 of your direct testimony, lines 18 through 22, you assert that in order to meet nondiscrimination requirements of the Act, BellSouth must -- actually, customers must be able to switch local providers at the same rate in which BellSouth will be able to move customers to its long distance services.

Wouldn't it be more accurate to compare for apples and apples' sake that BellSouth's -- the speed at which BellSouth is able to move customers to its long distance services should be equivalent with the speed at which DeltaCom is able to move its local customers to its long distance services?

A No. I think the quid pro quo in the Act, which is the only thing which gives BellSouth any incentive at all to make local markets open to competition, is the availability of interexchange services. When BellSouth then becomes a provider of both, for a customer to switch to BellSouth long distance, and then therefore get a complete package, should be compared to the time that a customer can switch to, say, DeltaCom local, in order to then get a complete package, or any other CLEC local.

So we're talking about the same transaction, the ability of an end user customer to switch to a carrier and then receive a total package. And if it takes longer for a customer to receive a total package from a CLEC in terms of order processing than it takes for the customer to receive a total package from BellSouth, that's discriminatory, I think, per se with regard to the requirement in the Act.

Q So as you've restated it, if a customer who signs up with BellSouth for local service and a customer who signs up for service with ITC^DeltaCom do not receive some sort of rough parity in how long it takes them to get signed up, there may be a problem?

A Well, I think I disagree with both things.

I disagree that I've restated it, and I disagree, I think, with what your characterization was.

If we're going to have the degree of nondiscrimination that I think the Act requires, then you've got to look at the ability of a customer to receive a total package of services, local and long distance, from BellSouth and from another carrier. And if it takes longer to get the total package from another carrier than it does to get the total package from BellSouth, either in terms of time or hassles with mistakes or any of those things, then you have a market dynamic that will create a problem in terms of development of competition and will create a substantial advantage for BellSouth. I don't think there's any dispute about that.

Q Still comparing local to local as part of the bundle?

A Well, comparing bundle to bundle.

Q But not local to long distance, as it suggests in your testimony?

A Well, I don't think I suggest that in my testimony. I think I suggest in my testimony that if a customer is going to get a total package from BellSouth, they'll be adding long distance. If the customer is going to get a total package from another

provider that perhaps is a long distance provider but not a local provider at the time, then they'll get the total package by adding local.

How you get a total package from an existing local carrier going into long distance and how you get a total package from a long distance carrier going into local is going to be a different process. That's the process I described here in terms of what you add to get the total.

The key here is how long it takes and what degree of cost, hassle, and general grief for the customer it takes to get the total package from one provider or another.

MR. GOGGIN: I don't have any other questions.

MS. CALDWELL: Anybody else?

MR. ADELMAN: Yes, briefly.

EXAMINATION

BY MR. ADELMAN:

Q Mr. Wood, towards the end of Ms. Caldwell's questions in this deposition, you were asked about the costs, and thus the rates associated with the provisioning by BellSouth of cageless collocation. And just for purposes of making sure the record is clear, can you please explain what the

methodology was that you applied for purposes of recommending an interim rate for cageless collocation in Florida, and explain why you have used that methodology?

A Okay. Why I used the methodology is that we don't have a cost study for cageless collocation to develop rates, so we then have to go to something to base interim rates on. There's really two obvious somethings to look at. One is existing physical caged arrangements, which look nothing like cageless collocation, and which cost nothing like cageless collocation, or we can look at existing virtual arrangements, which are virtually identical to cageless collocation except for the cost of maintenance, maintaining the equipment for BellSouth, which would be higher under virtual.

So what I'm recommending is that we take the existing arrangement that looks most like cageless collocation and use that on an interim basis. Ideally, we would take the maintenance cost out of that to develop a better interim rate. And then if at some point BellSouth comes forward with a cost study for cageless collocation, obviously we would all need to evaluate that, determine the proper output from it, and then we could establish rates based on that.

Q And is BellSouth required to furnish cageless collocation?

A Yes, absolutely.

Q And what has caused that to be a requirement?

A The FCC's Advanced Services Order, which is FCC 99-48.

Q Do you have a date when that order was issued?

A It was released March 31, 1999, so obviously subsequent to any previous decisions by this Commission on collocation.

MR. ADELMAN: Thank you. I have no further questions.

Does this conclude the deposition?

MS. CALDWELL: This concludes it. Thank you very much.

(Deposition concluded at 4:17 p.m.)

ERRATA SHEET

DOCKET NO.: 990750-TP
NAME: DON J. WOOD
DATE: October 11, 1999

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CERTIFICATE OF DEPONENT

This is to certify that I, DON J. WOOD, have read the foregoing transcript of my testimony, page 1 through 95, given on October 11, 1999, in Docket No. 990750-TP, and find the same to be true and correct, with the exceptions and/or corrections, if any, as shown on the errata sheet attached hereto.

_____
DON J. WOOD

Sworn to and subscribed before me this

_____ day of _____, 1999.

_____
Notary Public
State of _____

My Commission Expires:

CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, Notary Public in and for the State of Florida at Large:

DO HEREBY CERTIFY that on October 11, 1999, DON J. WOOD personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 15th day of October, 1999.



MARY ALLEN NEEL
Notary Public - State of Florida

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, do hereby certify that I was authorized to and did stenographically report the foregoing deposition of DON J. WOOD.

I FURTHER CERTIFY that this transcript, consisting of 95 pages, constitutes a true record of the testimony given by the witness.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 15th day of October, 1999.

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Late-Filed Exhibits to Deposition of ITC^DeltaCom Witness Don Wood

1. The proposed interim rates included in ITC^DeltaCom's Prehearing Statement were included in error. The correct proposed interim rates for Florida are as follows:

Unbundled Loop SL1, Monthly Rate	$14.38
Unbundled Loop SL2, Monthly Rate	$17.78

2. The application of Rules 51.501 through 51.511 will require certain of the Commission's UNE pricing decisions to be revisited.

3. The existing rates for the components of an unbundled local loop must be reviewed in light of 51.505 (b)(1) and (d)(1), 51.507(f), and 51.511 (a). Existing rates for switching and transport must be reviewed in light of 51.505 (b)(1) and (d)(1) and 51.511 (a).

   Specifically, the rejection of a scorched node methodology, the use of fill factors that include a component for future growth, the use of existing structure sharing percentages, and the use of UDLC rather than forward-looking IDLC are at odds with the application of these rules.

4. The requested white paper is attached.

5. The referenced statements appear at pages 32-33 of the testimony of Dr. Taylor and at page 61-62 of the testimony of Mr. Varner.

6. The requested FCC order is attached.

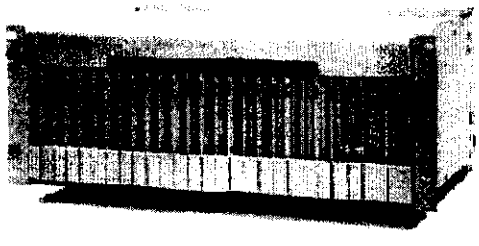
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MCI WORLDCOM

Law and Public Policy

Unbundling

Digital Loop Carriers



February 1999

I. INTRODUCTION

The purposes of this paper are:

- to show that Integrated Digital Loop Carriers (IDLCs) can be unbundled;
- to describe four technically feasible unbundling methods available with IDLC equipment that is in-place or generally available today; and
- to show that converting an IDLC-served customer to all copper facilities or UDLC technology is a backward step in technology that actually degrades the customer's service.

Digital Loop Carriers (DLCs)[1] are widely deployed in the telecommunications network in place of expensive copper feeder. In addition to providing a cost-effective alternative to copper feeder in many situations, DLCs can extend potentially distance-restricted services such as ISDN farther away from the central office and can push switch-based functionality farther into the field to remote terminals.

Currently, 20 percent of the access lines in the United States are served by DLCs, and that penetration is projected to increase ultimately to 50 percent in urban areas and 80 percent in rural areas.[2]

DLC technology has been around since the 1970s, but there have been significant advances in the technology over the past two decades. Today there are two major types of DLC – Universal (UDLC), which was developed for an analog environment but can work, albeit inefficiently, in a digital environment, and Integrated (IDLC), which was developed specifically for a digital environment. There have been two "generations" of IDLC technology, which conform to two sets of specifications developed by Bellcore -- TR-008 and GR-303.[3] The Bellcore GR-303-capable IDLCs are the forward-looking technology being deployed today.

UDLC enters the central office switch in analog form, and therefore requires an analog-to-digital conversion when used with digital switches. By contrast, IDLC stays in digital form as it enters the local digital switch. Today, an incumbent local exchange carrier (ILEC) is unlikely to deploy a UDLC unless an analog switch serves the loop(s).

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[1] The older generation of DLCs is sometimes referred to as Digital Line Concentrators.

[2] GR-303 technology and its deployment were the topic of Bellcore's GR-303 Integrated Access Symposium, San Diego, CA. July 29-30, 1998 www.bellcore.com/gr/gr303.html#forum.

[3] Some manufacturers have called their GR-303 IDLCs "Next Generation DLCs" (or NGDLCs) for marketing purposes, but these simply represent the manufacturers' latest GR-303-compatible IDLC offerings.

The notion that IDLC technology cannot be unbundled because it is integrated into the local digital switch is incorrect. As this paper will show, "integrated" does not mean inseparable or incapable of being unbundled. It is technically feasible to unbundle all IDLCs, including TR-008 and GR-303 IDLCs.

II. WHY LECs DEPLOY DLCs

A DLC is an electronic device that connects to customers' copper distribution pairs at a remote terminal, converts the analog signals to a digital multiplexed format, and then transports the digital signal over a fiber or copper transport to the local switch in the central office. Figures 1 (a), 1 (b), and 1 (c) show three scenarios that will be described in greater detail in this paper: UDLC connecting to an analog switch such as a 1A or crossbar; UDLC connecting to a digital switch; and IDLC connecting to a digital switch.

The multiplexing of the copper pairs reduces the number of pairs needed in the feeder portion of the loop plant (or eliminates the need for copper pairs altogether in the feeder network as they are replaced by fiber or digital transmission media). Indeed, for that reason, when DLC technology was first introduced it was often referred to as "pair gain" technology. In addition, DLCs are more economical to deploy for loops longer than 9,000 feet than are large, expensive copper feeder cables. Companies sometimes perform a cost-benefit analysis to prove in DLCs by comparing the DLC costs to the cost savings from not having to reinforce existing cables or not having to obtain additional room on poles or place additional conduits.

Also, deployment of DLCs in concert with the Carrier Serving Area (CSA)/ISDN design criteria developed by the industry, allows a carrier to provide digital services (such as ISDN service) that cannot be provided over loops that exceed 18,000 feet.[4] (See Figure 2). In addition, DLCs bring some switch-based functions out to the field. For example, many GR-303-equipped DLCs poll customer lines for an off-hook condition, perform concentration functions, and extend services such as ISDN further out into the central office serving area.

III. UDLC vs. IDLC

A UDLC consists of a remote terminal (RT), a digital transmission (transport) facility to link the RT to the central office (CO), and a central office terminal (COT). (See Figures 1 (a) and 1 (b).) The RT aggregates the copper pairs and performs conversions -- converting the customer's analog signal to a digital multiplexed format going to the

[4] The CSA/ISDN design specifies loop lengths of less than 18,000 feet, non-loaded loops, and no bridge taps (over 24 AWG wire). The CSA/ISDN design enables more efficient and cost effective deployment of DLC technology, makes more efficient use of the in-place cables, and reduces ongoing cable reinforcement construction costs.

central office, and (in the opposite direction) converting the digital signal from the central office to the customer to an analog signal. The transport carries the digital signal from the RT to the COT, and vice versa. The COT equipment converts the digital signal from the RT to an analog signal before the signal is terminated on the Main Distributing Frame (MDF)[5] and cross-connected to the switch port.

It is at this point that the equipment needed differs depending on whether the CO switch is analog or digital. Where a UDLC is connected to an analog switch (see Figure 1 (a)), after the individual voice-grade analog circuits are terminated on the MDF, they are cross-connected into and out of the switch using a Line Relay, which is the analog interface to the analog switch.

In the case where a UDLC is connected to a digital switch (see Figure 1 (b)), the signal is cross-connected on the MDF to an analog port (called an Analog Interface Unit or AIU) on the switching system. At the AIU, the signal that was converted from digital to analog at the COT is now converted back to digital -- and, in the other direction, the digital signal from the switch is converted to analog before being sent to the COT where it will be converted back to digital.

As digital switches were deployed, the required digital-to-analog conversion at the central office for UDLCs became redundant, inefficient, and expensive. Thus, the "integrated" DLC was developed and introduced.

The term "integrated" DLC was coined to differentiate the IDLC from the older UDLC technology. Specifically, it meant the elimination of the DLC central office terminal, of switch line cards, and of analog-to-digital (A/D) or digital-to-analog (D/A) conversions at the CO. In short, the IDLC could be digitally connected to the switching system. However, this does not connote that the DLC is inseparable, indivisible, or incapable of being unbundled, nor that the service is inseparable from the ILEC switch. As will be described in detail below, an IDLC can be digitally connected to more than one switch simultaneously (this is called Multiple Switch Hosting) by separating and unbundling digitally encoded voice (and data) channels.

As shown in Figure 1 (c), the basic IDLC system consists of an IDLC RT, a digital transmission facility with various pieces of equipment and an Integrated Digital Terminal (IDT) in the switch.

The IDLC RT (see Figure 3) consists of channel units (customer interface cards), power supply, a Time Slot Interchanger (TSI) that performs electronic cross-connect functions, interface groups that aggregate traffic into specific interface formats,[6] and a multiplexer (mux) to consolidate or aggregate the signals for transport to the CO. These

[5] The COT equipment also converts the analog signal coming from the switching system to a digital signal to be sent to the RT.

[6] These will be described in greater detail later and are shown in Figure 4.

main components of an IDLC RT are all contained within a cabinet that ranges from the size of a Network Interface Device (NID) -- a wall mount to a large wall-to-wall bookshelf (for example, a Lucent 80D cabinet) depending on the vendor and number of lines served. Currently IDLC RTs can handle from 24 to 2,016 lines. Copper distribution cable, as opposed to coax or fiber, connects the customer to the RT and is still the most economical way to provide basic telephone service.

A digital transmission facility or digital transport connects the RT to the central office.[7] In the digital transport connecting the RT to the central office, various pieces of equipment must be used to de-multiplex (break down) the transport medium into individual DS1s in order to "hand-off" the DS1s to the digital switch. (See Figure 1 (c)). If the transmission medium is fiber, the signal goes through a Light Guide Cross-connect (LGX),[8] a fiber multiplexer (mux),[9] and a digital signal cross connect (DSX) device. If the transmission medium is copper, there is no need for an LGX. Whatever the transport medium, the DSX is the device used to cross-connect the DS1s to the digital switch. Essentially, the DSX is a digital MDF, which allows DS1s to be cross-connected to various devices in the CO. For either fiber or copper transport, the signal remains digital and terminates at the integrated digital terminal in the digital switch.

The Integrated Digital Terminal (IDT) is a digital interface component of the local digital switch where the DS1s from the IDLC RT are terminated and includes a Time Slot Interchanger that performs electronic cross-connects.

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[7] Early DLC applications used T-1 carrier on copper pairs. In addition to T-1 over copper, both Synchronous (SONET) and asynchronous fiber optic transport are utilized, depending on the application, size, location, and condition of the outside plant. Generally, larger DLC systems transport is on fiber at the SONET OC-3 (155 Mb/s or 84 DS1s or 2,016 DS0s) rate. In addition to OC-3, OC-1, OC-12, and DS-2 over fiber are also common options. SONET technology is preferred and has replaced other transport mediums because it dramatically reduces multiplexer costs and because of its inherent Add-Drop and Ring capabilities. Add-drop capability is the ability to accept or drop-off groups of circuits (virtual tributaries) from the SONET device without any additional multiplexing equipment while simultaneously providing transport to preceding and succeeding SONET muxes. Ring capability is the ability to connect multiple SONET muxes into one of several types of ring topologies such that service is maintained when one "leg" of the (ring topography) transport is severed. This is a common technique used to ensure survivability of the fiber transport.

[8] The Light Guide Cross-Connect is a device upon which the fiber from the outside is terminated and cross-connected with fiber "pigtails" to the fiber mux in the CO. The pigtails are single fibers designed to be inserted into the LGX to mix and match fiber inputs from the outside fiber cables. Essentially, the LGX is a fiber MDF.

[9] The fiber mux or SONET mux is a device that takes (electrical) digital signals (cross-connected via the DSX) and converts them into optical signals or vice-versa. For instance, an OC3 mux can take a maximum of 84 DS1s and convert them into a single optical bit rate speed of approximately 155 Mb/s with an encoding technique called Time Division Multiplexing, hence, the term mux. There are synchronous (SONET) and asynchronous muxes. An Add-Drop Mux (ADM) is a SONET mux that is capable of dropping off or accepting groups of DS1s while simultaneously providing transport to preceding and succeeding muxes.

Because of the digital nature of IDLCs, the MDF, which is the traditional demarcation point between the copper loop and the switch, is not the demarcation point for the IDLC-served loop. Instead, an IDLC loop is cross-connected electronically at the RT, and the physical demarcation point for an IDLC-served loop is in the CO at the Digital Signal Cross-Connect (DSX). The DSX is a manual cross-connect device for DS1s[10]. IDLC loops are transported in groups of 24 circuits within each DS1, and DS1s are typically terminated and cross-connected at a DSX. This has the added advantage of making collocation unnecessary for access to these loops[11] and keeps the signal(s) in digital form.

1. ADVANTAGES OF IDLC

IDLC-provisioned local loops are provided more efficiently and cost effectively than UDLC-provisioned loops because an IDLC requires neither an analog conversion at the CO, nor the AIU line card at the switch, nor manual MDF wiring since this is only required for analog loops. As a result, compared to today's IDLCs, UDLCs require a lot of unnecessary investment for digital-to-analog and analog-to-digital conversion equipment and MDF wiring in the central office. UDLCs also require substantial and unnecessary investment for switching equipment and the associated real estate and power requirements to convert the analog signal back to digital because today's digital switches require a digital signal.

In addition, the back-to-back digital-to-analog and analog-to-digital conversions inherent in the UDLC configuration reduce bit rate speeds for voice band data connections such as faxes or analog modems. Moreover, customers served by UDLC technology cannot receive ISDN and ADSL services without the installation of additional external loop electronics and digital transmission bandwidth at the UDLC, because UDLCs were neither designed nor have the capability to handle the bandwidth requirements of ADSL and ISDN.[12]

Consequently, the UDLC configuration is inefficient in today's digital network, would not be the technology of choice today for ILECs putting in additional DLCs served by digital switches, and does not represent a forward-looking technology[13].

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[10] DS1s terminate on a DSX-1, whereas DS3s can terminate on a DSX-3.

[11] The CLEC can purchase or provide dedicated transport from the DSX to their CO to transport their loops.

[12] Therefore, where ILECs have proposed to provide CLECs seeking unbundled DLC loops only UDLC loops, but not IDLC loops, CLECs would be precluded from offering ISDN and ADSL services over those loops.

[13] There may be a few exceptions for private line service.

2. TYPES OF IDLC CONFIGURATIONS

TR-008

The most prevalent IDLC configuration in place is the Bellcore TR-008 digital switch interface. This configuration evolved from the proprietary interface existing at divestiture, when the RBOCs had a large embedded base of Western Electric (now Lucent Technologies) SLC® 96 IDLCs that were only compatible with Western Electric switches.

With the break-up of the vertically integrated Bell System, the RBOCs and ILECs could look to other equipment vendors, but given the large embedded base, these companies demanded that other switch vendors, such as Northern Telecom and Siemens Stromberg-Carlson, make their switch interfaces SLC 96-compatible. Because of this customer demand, Bellcore defined the TR-008 specifications so switch vendors could make their products compatible with the Western Electric SLC 96 IDLC. The existence of non-proprietary specifications helped spawn new DLC vendors. Today many vendors' IDLCs can integrate with the TR-008 digital switch interface. The TR-008 interface was vastly superior to UDLC systems, as explained earlier, and gave the telephone companies a choice in DLC equipment.

The TR-008 interface comes in two flavors: mode 1 and mode 2. Mode 1 consists of four DS1s (24 channels or DS0s per DS1 or 96 total DS0s) that serve up to 94 customers or one 64 Kb/s DS0 per customer on a dedicated basis. Mode 2 uses two DS1s to serve up to 94 customers or 4 DS1s to serve up to 188 customers.

As Bellcore released the more technologically advanced GR-303 specification, many equipment manufacturers developed equipment to meet this newer specification.[14] Anticipating the release of the GR-303 specification, many built their TR-008 IDLCs such that they could be upgraded to GR-303. Consequently, many of the IDLCs deployed by ILECs today are capable of complying with both Bellcore's TR-008 and GR-303 standards. However, there are some older TR-008 IDLCs that cannot be upgraded to GR-303.

GR-303

In response to telephone companies' demand for an IDLC that could interface more efficiently than the TR-008 with the digital switch, and could extend the ISDN signal to customers served by facilities exceeding the maximum ISDN loop length requirements, Bellcore developed GR-303. These specifications are defined in Bellcore's Generic

[14] Vendors and products include, DSC Litespan 2000, Lucent SLC 2000, NORTEL Access Node, and RELTEC DISC*S. The latest IDLCs include Lucent's AnyMedia, Fujitsu's FACTR, AFC UMC-1000, and DSC's Litespan ADSL

Requirements "GR-303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface." GR-303 enabled the IDLC to dynamically allocate transport bandwidth by assigning a channel to customers on a call-by-call basis rather than dedicating channels to customers. It improved transport efficiency by extending the switch concentration ratio out to the IDLC. For example, a 4:1 concentration ratio GR-303 IDLC can serve approximately twice as many customers as a TR-008 (mode 1, 4 DS1s) IDLC, with half as many DS1s (two DS1s, 188 customers). The concentration ratio is also scaleable, depending on the customer's traffic usage requirements.[15] As shown in Figure 4 and described in detail in Section IV, the GR-303 interface group can handle far more traffic than the TR-008 interface group. Also, GR-303 IDLCs efficiently support ISDN, resulting in more efficient transport and switching utilization

The GR-303 interface has capacity for a minimum of two DS1s[16] and a maximum of twenty-eight DS1s. As shown in Figure 4, the first DS1 in the GR-303 Interface Group contains an Embedded Operations Channel (EOC) and a Time Slot Management Channel (TMC), and 22 DS0 channels. The EOC provides a communication path for operations and maintenance. The TMC assigns time slots for voice grade circuits (DS0s) and the ISDN B-channels. These functions – and thus the two channels – are needed for GR-303 to provide variable concentration and bandwidth assignment.

The second DS1 has backups for the EOC and TMC channels to provide redundancy, and 22 DS0 channels. The remaining DS1s do not need their own EOC or TMC, and thus each has the full complement of 24 channels

As shown in Figure 5, the GR-303 IDLC RT can simultaneously accommodate TR-008 interface groups, GR-303 interface groups, and Integrated Network Access (INA) [17] interface groups. As discussed in greater detail in Section IV, this capability allows a GR-303 IDLC to integrate with several switches simultaneously.

The GR-303 IDLC technology provides a highly efficient and very powerful DLC network for local loops. Most GR-303 IDLCs have been constructed to support UDLC operation and/or TR-008 integration because manufacturers have had to be sensitive to carriers' embedded base of analog switches. While these GR-303 IDLCs can be configured to operate in UDLC mode, they are not UDLCs.

Many ILECs are deploying GR-303 capable IDLCs in their networks today,[18] and the trend is expected to increase because GR-303 is much more efficient, and IDLC costs are

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[15] The concentration ratio is determined by the number of DS1s provisioned, which is engineered based on IDLC customers' traffic requirements and is (usually) engineered to the same requirements as a direct line-side analog interface at the digital switch.

[16] One DS1 may be used if redundancy is not required.

[17] INA will be discussed in the next section of this paper.

[18] See, for example, DLC Trends presentation by Bellcore at GR-303 Integrated Access Symposium, San Diego, CA, July 29-30, 1998 - www.bellcore.com/gr/GR303.html#forum. Nationally, the average annual

decreasing while other outside plant costs increase.[19] Table 1, from the Bellcore DLC Trends presentation at the GR-303 Integrated Access Symposium, shows the percentage of working lines served by all DLC technologies and by GR-303-capable DLC, for the RBOCs and GTE. This suggests an overall penetration rate of about 20 percent and a GR-303-capable penetration rate of 10 percent.[20]

Table 1
Percent of Working Lines Served by DLCs

	GR-303 Capable DLC	*All DLC Technologies*
Ameritech	6%	13%
Bell Atlantic	18%	32%
BellSouth	17%	36%
GTE	6%	16%
NYNEX	7%	13%
Pacific Telesis	3%	6%
Southwestern Bell	7%	14%
US West	10%	17%
National Total	10%	20%

3. SUMMING UP GR-303 ADVANTAGES

Bandwidth Efficiency

The GR-303 IDLC provides for significant efficiencies by moving the concentration function from the switch to the RT. GR-303 makes very efficient use of the transport

increase in DLC served lines is approximately 20 percent, compared to an annual growth in access lines of 3 to 5 percent.

[19] Since the use of GR-303 technology requires both software and hardware upgrades to many embedded switches, at least one ILEC (PacBell) has stated that in many situations GR-303 does not "cost out" and therefore it does not intend to deploy it widely. This raises an important public policy issue. Is the PacBell decision based strictly on the merits of the technology or is it skewed by the strategic consideration that deployment of GR-303 will remove a barrier to competitive entry? That is, is a decision not to deploy the technology beneficial to PacBell shareholders but inconsistent with the public interest in fostering competition?

[20] Data presented by Westell at a recent DSL conference corroborates these numbers. Of the approximately 35 million lines served by DLC (out of approximately 172 million access lines nationwide), 7.5 million are SLC96, 15 million SLC5, 2.5 million SLC2000, 7 million DSC Litespan, and 3 million others (Nortel, Fujitsu, AFC, Reltec, etc.). Source: Westell, Commercializing DSL Technologies presentation, September 25, 1998, Atlanta GA.

bandwidth medium and switch terminations by assigning a channel to the customer on a call-by-call basis as opposed to "nailing up" or dedicating the channel, as in TR-008. Hence GR-303 requires less bandwidth and switch terminating capacity than a TR-008 IDLC or a UDLC.

ISDN Provisioning

Prior to the availability of GR-303, ISDN provisioning on DLCs was expensive because it required using external equipment such as BRITE cards and was inefficient because three DS0s were needed to carry the ISDN 2B+D channels. Because GR-303 IDLCs are designed to deliver ISDN, ISDN can be provisioned as easily and efficiently as POTS.

Optimizing OSS

GR-303 has been developed to operate in conjunction with forward-looking operations support systems such as OPS/INE, which provide for highly automated, centralized, and remotely located operations centers. GR-303 also supports digital connectivity for non-locally-switched services, such as foreign exchange lines, and non-switched services, such as Digital Data Service or DS0 private lines.

IV. UNBUNDLING ALTERNATIVES

Some parties have claimed that since an IDLC signal is digital and is connected to the switch IDT there is no way to unbundle the IDLC. They further contend that because it is allegedly technically unfeasible to unbundle IDLC loops, an ILEC customer currently being served by an IDLC loop who chooses to get service from a CLEC using unbundled ILEC loops could not stay on the IDLC loop. Rather, the customer's service would have to be put onto an analog loop (spare or retired copper loops or a UDLC). In fact, there is no technical impediment to a customer receiving service from a CLEC via an unbundled ILEC IDLC loop[21].

Unbundling of IDLCs is technically feasible, provides non-discriminatory access to end-to-end digital services, and is less disruptive to the customer than moving the service off of the IDLC. Placing an IDLC served customer onto a UDLC harms the customer because it is a lesser grade of service due to the extra analog–to-digital conversions required. The customer's analog signals would not be at parity with the IDLC-provided service. In addition, the customer probably would experience provisioning delays because

[21] This assumes that the ILEC owns and controls the network and is simply handing off traffic to the CLEC through interconnection. If, however, CLECs co-own the RT and want to provision services themselves, some technical problems may occur such as access to a single alarm group in the RT. These problems are currently being addressed by the industry.

UDLC or copper-fed service requires manual MDF cross-connects as opposed to electronic provisioning with IDLCs.

There currently are four technically feasible unbundling methods that can provide CLECs with non-discriminatory access to the customers served by IDLCs:

1. Multiple Switch Hosting
2. Integrated Network Architecture (INA)
3. Digital Cross-Connect System (DCS) Grooming
4. Side-Door Grooming

1. MULTIPLE SWITCH HOSTING

Multiple Switch Hosting is the ability of one IDLC RT to interface with multiple switches simultaneously. It allows the IDLC technology residing in the RT to serve the ILEC plus multiple CLEC switches. Multiple Switch Hosting is possible because all GR-303 IDLCs have a Time Slot Interchanger (TSI) that allows a CLEC customer(s) to be assigned to CLEC-specific channelized DS1s served by the RT. That is, the ILEC and each CLEC can be assigned one or more DS1s (with each DS1 having up to 24 distinct DS0 (voice grade) channels), with their customer traffic routed to their assigned DS1s. This is accomplished by "field grooming"[22] at the RT – the process of using the TSI in the RT to map specific DS0s to specific DS1s or groups of DS1s, called "interface groups," as shown in Figure 5. If the customer changes his or her service back to the ILEC or to another CLEC, field grooming allows the appropriate cross-connects to be made electronically in the same manner as described above.[23]

As mentioned earlier and shown in Figure 5, the GR-303 IDLC RT can simultaneously support interface groups for the TR-008 interface format, the GR-303 interface format, and the INA interface format. This Multiple Switch Hosting capability allows a single IDLC to interface with several switches simultaneously,[24] with more than

[22] The grooming is done in software and no field visits are ever required. Field grooming simply means that the grooming occurs in the field as opposed to the central office.

[23] Field grooming at the RT requires that each customer be assigned a Line Circuit Address (LCA) and Call Reference Value (CRV). The customer's copper pair is terminated at the RT and is assigned a CRV in the appropriate GR-303 Interface Group, via the OSS interface. With multiple GR-303 Interface Groups, a CRV of any Interface Group can be assigned to the LCA corresponding to a customer's number. The GR-303 Interface Group uses the CRV in the Timeslot Management Channel to dynamically assign DS0s or fractional DS0s to a circuit on a call by call basis as directed by the TSI. This means, unlike TR-008, no DS0s are permanently assigned to any line. The CRV is assigned to an interface group (in software) to a LCA via a table in both the switch IDT TSI and the IDLC TSI. Figure 5 depicts a multi hosting capable IDLC.

[24] The number of integrated switches to a RT is a software capability inherent in the GR-303 specification.

one type of switch interface (GR-303, TR-008, and/or INA) protocol. The Multiple Switch Hosting capability exists in most of today's IDLCs, and Bellcore's GR-303 specifications require the capability to be integrated with a minimum of two switches. Some vendors already provide Multiple Switch Hosting with up to five different switches and may soon be able to do so with up to eight.

Multiple Switch Hosting requires the use of one of the forward-looking operational support systems currently available, such as OPS/INE, and software provided by the IDLC vendor, in conjunction with the Time Slot Interchanger, to migrate a customer among local service providers.

First, the signal is electronically cross-connected by the RT's Time Slot Interchanger where it is placed on a DS1 in the appropriate GR-303, TR-008, or INA interface group. The traffic is fed into the RT's fiber mux and then transported over fiber (on a CLEC or ILEC channelized DS1) to the CO, where the fiber is terminated onto the LGX and cross-connected to the CO fiber mux. (See Figure 6). The fiber mux decodes the optical signal into electrical DS1s that are then connected to the DSX patch panel, where the respective DS1s are handed off to the ILEC or CLEC equipment. The reverse is true for traffic flowing in the other direction. From here a CLEC can buy dedicated transport or use its own fiber or copper from the ILECs DSX panel to the CLEC CO, and interface the DS1 signal into its own IDT. This is the simplest and quickest option for CLECs to get the digital loop. Alternatively, a CLEC can take the DS1 signal from the DSX to its collocation cage. Collocation, while sometimes desirable for things such as testing, is technically unnecessary for DS-1 level signals.

The Multiple Switch Hosting capability is the recommended forward-looking network architecture for unbundling in a competitive environment because, regardless of the local service provider, carriers have equal and non-discriminatory access to the capabilities of this highly efficient, high-quality digital local loop facility.

2. INTEGRATED NETWORK ACCESS (INA)

INA is an architecture inherent in IDLCs that allows specific DS0s to be mapped (groomed) into a unique interface group. This offers another method of unbundling GR-303 IDLC, albeit less efficiently than the GR-303 or TR-008 interface groups described by the Multiple Switch Hosting section above.

Originally, INA was designed to enable non-locally switched (FX service) and non-switched service (private line) DS0s to be terminated and redirected to the interoffice transmission network.[25] INA is another method of unbundling a GR-303 IDLC because the TSI can map (field groom) specific DS0s into specific Integrated Network Access

[25] Bellcore, GR-303, IDLC Generic Requirements, Objectives and Interface, page 1-3, paragraph 1.3.1.

groups as D4 formatted[26] DS1s. (See Figure 7.) This D4 format signal then goes to a CLEC "city ring" or collocation area where the INA DS1s are first terminated onto another IDLC (often called the unbundling RT) that converts the INA DS1 to GR-303 DS1s, which then go to the CLEC's switch IDT.

In this scenario, the CLEC would have the technologically feasible option of collocating or not collocating the unbundling RT. In most situations, it is more efficient for the CLEC to access the INA DS1s without any sort of collocation arrangement.

The INA option may force a CLEC to invest in an unbundling RT in its collocation area or CO, and therefore is less efficient than the Multiple Switch Hosting (GR-303, TR-008) solution. Multiple Switch Hosting is not widely available today, however, and in its absence some CLECs currently are using the (INA) unbundling technique to provide service to IDLC-served customers.

In the past, INA use was limited to special services provisioning. Some CLECs, facing the current paucity of GR-303 interface groups supported by some DLC products, have resorted to a second-best solution and used INA for regular POTS switched services. This essentially allows any number of CLECs to interconnect to the IDLC. The number of available INAs is only limited by the DS1 capacity of the transport system (e.g., 84 DS1s for a SONET OC-3 system) minus any DS1s used for GR-303 or TR-008.

3. Digital Cross-Connect System (DCS) Grooming

A DCS (pronounced daks) is an intelligent software-based network device used in the central office to electronically cross-connect DS0s between multiple DS1s using its inherent Time Slot Interchanger.[27] This is called DS0/DS1 grooming. When unbundling the large embedded base of TR-008 systems, a DCS can be used to unbundled IDLC remotes by grooming the DS1s and redirecting DS0s within specific DS1s to the ILEC or CLEC(s). While a DCS can support TR-008 integrated interfaces, it is incompatible with GR-303 because it does not support the Embedded Operations Channel and Time Slot Management Channel that dynamically assign time slots on a call-by-call basis and communicate with the IDLC and IDT. It thus cannot take advantage of the efficiencies associated with GR-303.

Using a DCS may be the most efficient method of unbundling those DLCs (such as the SLC 96) that cannot support GR-303, INA, or Multiple Switch Hosting. Also, DCS grooming can be used where the TR-008 IDLC has a limited quantity of TR-008 interface groups. In addition, DCS grooming makes it unnecessary to undertake any changes at the IDLC RT, as all of the DS0 redirecting is done electronically by the DCS in the CO.

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[26] D4 is a T1 framing format that does not have bit error rate detection.

[27] Lucent Technologies – DACS II Release 7.0 PDS Operations and Maintenance Manual Volume 1 – Acceptance and Operations – 365-353-051 Issue 1, Section 1.2.1 --- DACSII Overview.

It can also be used for small quantities of loops as an interim measure, until either Multiple Switch Hosting or INA is available. DCS grooming is shown in Figure 8. New facility-based service providers can use a DCS to interconnect with the embedded base of TR-008 IDLCs operating in Mode 1, eliminating the need to first convert the signal to analog or incur replacement or upgrade costs on older IDLCs.

4. Side-Door Grooming

Side-door grooming (also known as hair-pinning) is a switch-based technology that requires that the Time Slot Interchanger in the IDT of the digital switch collect and route DS0s from a DS1 port connected to the GR-303 IDLC remote to another DS1 port on the IDT for interoffice connection. See Figure 9. Side-door grooming is done in the D4 format and is only utilized for special circuits where the quantities are insufficient to warrant the cost of deploying a DCS. A major disadvantage of the side-door technique (in addition to the D-4 format) is it unnecessarily and quickly consumes ILEC IDT switch resources, since an IDT time slot is nailed up to the IDLC DS0s. Multiple Switch Hosting and INA are more efficient unbundling techniques.

Until Multiple Switch Hosting or INA is more widely available, side-door grooming may be used to unbundle a few lines since the Time Slot Interchanger at the IDT provides the same functionality as the Time Slot Interchanger at the RT. However, this is the least desirable unbundling technique.

V. CONCLUSION

GR-303 IDLC is the forward-looking DLC technology deployed in the network today because of its transmission quality, range of service capabilities, and cost efficiencies. Many CLECs have deployed Bellcore GR-303-compliant IDLC technology in their networks because it expands network capability and is cost-effective, thus benefiting consumers in two ways. But consumers will not benefit from the new technology if their decision to be served by a CLEC using unbundled ILEC loops results in their being forced off IDLC loops.

Today it is technically feasible to unbundle IDLCs. The most efficient way to provide unbundled GR-303 IDLCs is through Multiple Switch Hosting. Absent sufficient GR-303 interface groups at the IDLC RTs, Multiple Switch Hosting can also be accomplished via TR-008 and INA interface groups. Multiple Switch Hosting as well as the other techniques described in this paper enable IDLC unbundling and digital signal handoff to CLECs.

The UDLC and all copper facility forms of DLC unbundling are inferior. Placing a CLEC customer on a UDLC from a GR-303-capable or TR-008 IDLC is unnecessary and unacceptable because of the signal degradation and longer provisioning time for this archaic analog manual technology. TR-008 handoff, while better than a UDLC solution,

is inferior to GR-303 because it does not offer variable concentration and does not utilize transport efficiently. However, TR-008 and INA are adequate interim unbundling solutions.

Upgrading of GR-303 IDLC systems represents a normal and necessary network modernization path because the technology is more efficient and offers better service to customers served by IDLCs. But ILECs will have an incentive to delay these network upgrades to curtail CLEC access to unbundled IDLCs. The public policy problem that regulators must grapple with is how to foster deployment of these new, efficient technologies when incumbent LECs recognize that such deployment also fosters competition.

To ensure that the advantages of these new technologies are available to CLECs and their customers, regulatory authorities should:

1. Rule that it is technologically feasible to digitally unbundle IDLCs and require CLEC access to unbundled IDLCs without manual intervention.

2. Identify GR-303 and Multiple Switch Hosting as the forward-looking IDLC technology to be used in determining recurring and non-recurring rates for unbundled loops.

3. Ensure that CLECs receive GR-303 digital signal from GR-303 capable IDLCs whenever technologically feasible.

4. Require IDLCs to be unbundled using Multiple Switch Hosting whenever and wherever technically feasible.

5. Order TR-008 or INA unbundling until GR-303 is deployed.

6. Ensure future GR-303 requirements provide open equivalent interfaces to all carriers on an equal and non-discriminatory basis.

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

In the Matter of	)	
Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana	)	CC Docket No. 98-121

MEMORANDUM OPINION AND ORDER

Adopted: October 13, 1998 Released: October 13, 1998

By the Commission: Chairman Kennard and Commissioners Powell and Tristani issuing separate statements; Commissioner Ness concurring in part and issuing a statement; and Commissioner Furchtgott-Roth concurring and issuing a statement.

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I. INTRODUCTION

1. On July 9, 1998, BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc. (collectively, BellSouth) filed their second application for authorization under section 271 of the Communications Act of 1934, as amended, to provide interLATA services in the State of Louisiana. Because BellSouth fails to satisfy the statutory requirements established by Congress, we deny BellSouth's application. We are, however, encouraged that BellSouth demonstrates that it meets the requirements of six checklist items, and one subsection of a seventh checklist item. In those areas where BellSouth's application falls short, we provide guidance as to what BellSouth must do to comply with the market opening measures mandated by Congress.

2. Prior to the passage of the 1996 Act, the Modification of Final Judgment (MFJ) prohibited the Bell Operating Companies (BOCs) from entering certain lines of business, including interexchange service. This restriction was based upon the theory that, if the BOCs were allowed to enter the long distance market, they could use their bottleneck control in the local and exchange access markets to obtain an unfair advantage in the long distance market. In enacting the Telecommunications Act of 1996, Congress established a new statutory framework designed to benefit "all Americans by opening all telecommunications markets to competition."

3. Central to the new statutory scheme of the 1996 Act are provisions designed to open the local services market to competition and ultimately to permit all carriers, including those that previously enjoyed a monopoly or competitive advantage in a particular market, to provide a variety of telecommunications offerings. Due to the continued and extensive market dominance of the BOCs in their regions, Congress chose to maintain certain of the MFJ's restrictions on the BOCs, until the BOCs open their local markets to competition as provided in section 271 of the Act. One such restriction is incorporated in section 271, which prohibits the BOCs from entering the in-region, interLATA market immediately. Congress recognized that, because it would not be in the BOCs' immediate self-interest to open their local markets, it would be highly unlikely that competition would develop expeditiously in the local exchange and exchange access markets. Thus, Congress used the promise of long distance entry as an incentive to prompt the BOCs to open their local markets to competition. Congress further recognized that, until the BOCs open their local markets, there is an unacceptable danger that they will use their market power to compete unfairly in the long distance market. Accordingly, section 271 allows a BOC to enter the in-region, interLATA market, and thereby offer a comprehensive package of telecommunications services, only after it demonstrates, among other things, compliance with the interconnection, unbundling, and resale obligations that are designed to facilitate competition in the local market. Congress has directed the Commission to determine whether the BOCs have met these criteria.

4. In order to effectuate the will of Congress, we believe that it is vitally important to make the section 271 application process as orderly and predictable as possible for all interested parties. We are encouraged that this application, the first since the Common Carrier Bureau commenced a dialogue concerning the requirements of section 271 with representatives of the telecommunications industry and other interested parties, demonstrates that significant progress has been made toward reaching the goals of the Act. We believe that the fruits of those discussions have been reflected in an improved application in which we, for the first time, find that an applicant satisfies multiple checklist items, and, but for deficiencies in its operations support systems, would meet the requirements of several others. We recognize the considerable steps that BellSouth has taken in many areas, and we urge BellSouth and the other parties to continue to resolve remaining disputes.

5. While we commend BellSouth for making significant improvements over the past eight months since we issued the First BellSouth Louisiana Order, BellSouth has filed a second application for Louisiana without fully addressing the problems we identified in previous BellSouth applications. This problem is particularly evident in BellSouth's provision of operations

support systems. Because BellSouth does not satisfy the statutory requirements, we are compelled to deny its application for entry into the interLATA long distance market in Louisiana. In this regard, we caution that the Commission expects applicants to remedy deficiencies identified in prior orders before filing a new section 271 application, or face the possibility of summary denial.

II. OVERVIEW

6. In this Order we review all aspects of BellSouth's application. While BellSouth meets a number of the section 271 statutory requirements in this application, it fails to meet a number of others. In section V below, we discuss BellSouth's assertion that it satisfies the requirements of section 271(c)(1)(A) (commonly referred to as "Track A"). Specifically, we find that the studies that BellSouth relies upon to demonstrate that Personal Communications Services (PCS) providers compete with wireline telephone exchange service are inadequate. We also discuss whether BellSouth demonstrates that it satisfies the requirements of Track A based on its implemented agreements with wireline competitive local exchange carriers (LECs).

7. In section VI, we address checklist compliance. BellSouth's compliance with various items in the 14-point checklist appears to fall into three categories: (1) BellSouth has met the statutory requirements of some checklist items; (2) BellSouth has made significant progress toward meeting the requirements of many other items; and (3) for one checklist item, major problems still remain.

8. With respect to the first category, we conclude that BellSouth successfully demonstrates in this application that it complies with the following aspects of the checklist: (1) poles, ducts, conduits, and rights-of-way; (2) 911 and E911 services; (3) white pages directory listings for competing LECs' customers; (4) telephone numbers for assignment to other carriers' customers; (5) databases and associated signaling necessary for call routing and completion; (6) services or information necessary to allow a requesting carrier to implement local dialing parity; and (7) reciprocal compensation arrangements. Thus, the next time BellSouth files for section 271 approval in Louisiana, BellSouth may incorporate by reference its prior showing for these checklist items. BellSouth must, however, certify in the application that its actions and performance at the time are consistent with the showing upon which we base our determination that the statutory requirements for these checklist items have been met. We will only consider arguments from commenters relating to new information that BellSouth fails to satisfy these checklist items.

9. With respect to the second category, BellSouth has made significant progress toward meeting the statutory requirements. If not for deficiencies in BellSouth's operations support systems (OSS), BellSouth would satisfy the requirements of the following two checklist items: (1) local transport; and (2) services available for resale. Previously, we have determined that OSS is a necessary component for providing access to network elements and resold services. We emphasize that nondiscriminatory access to a BOC's operations support systems is crucial and that, once the deficiencies in BellSouth's OSS are resolved, the requirements of these checklist items should be satisfied. In addition, for the following checklist items, we have identified other compliance problems: interconnection; local loop transmission; switching; directory assistance services; operator call completion services; and number portability.

10. With respect to the third category, we have identified one remaining checklist item where major compliance problems still exist: checklist item (ii) -- nondiscriminatory access to network elements. These shortcomings include: (1) BellSouth's continued failure to provide competing carriers with nondiscriminatory access to its OSS functions, and (2) BellSouth's failure to demonstrate that it offers nondiscriminatory access to unbundled network elements in a manner that satisfies the statutory requirements. More specifically, we conclude that BellSouth's application is deficient with regard to nondiscriminatory access to unbundled network elements because BellSouth offers collocation as the only method for competitive LECs to combine

unbundled network elements.

11. In section VII, we conclude that BellSouth does not demonstrate full compliance with the requirements of section 272. Finally, because BellSouth fails to meet a number of statutory requirements, we need not address the issue of whether BellSouth has demonstrated that the authorization it seeks is consistent with the public interest, convenience, and necessity. Nevertheless, in order to provide BellSouth and other interested parties with guidance concerning the public interest standard we will apply in future applications, we set forth in section VIII our views on the general framework we will apply in conducting the public interest inquiry mandated by Congress.

III. EXECUTIVE SUMMARY

Department of Justice's Evaluation

þ The Department of Justice recommends that BellSouth's application for entry into the long distance market in Louisiana be denied. The Department of Justice concluded that, despite a number of encouraging improvements since its earlier applications in South Carolina and Louisiana, the Louisiana market is not fully and irreversibly open to competition, and that BellSouth has failed to demonstrate that it is offering access and interconnection that satisfy the requirements of the competitive checklist.

State Verification of Compliance with Section 271(c)

þ The Louisiana Commission voted to approve and support BellSouth's second application to enter the long distance market in Louisiana. Unlike the process it followed when BellSouth filed its first application, the Louisiana Commission did not compile an evidentiary record or conduct a formal proceeding to determine whether BellSouth's revised application complies with section 271 of the Act. Thus, there is no record evidence submitted by the state commission to show whether BellSouth has implemented changes in response to our previous Louisiana order.

Track A: Broadband PCS and Wireline

þ We conclude that the broadband PCS services at issue here satisfy the statutory definition of "telephone exchange service" for purposes of Track A, and therefore, may serve as the basis for a qualifying application under Track A. Based on the facts presented in this application, however, BellSouth has not shown that broadband PCS is a substitute for the wireline telephone service offered by BellSouth in Louisiana.

þ We also discuss whether BellSouth demonstrates that it satisfies the requirements of Track A based on its implemented agreements with wireline competitive LECs.

Checklist -- General

þ We conclude that, in any future application for section 271 approval in Louisiana, BellSouth may incorporate by reference its prior showing on checklist items we deem satisfied in this Order and, with respect to these items, commenters may only raise arguments relating to new information. BellSouth must also certify that its actions and performance at the time of any future application are consistent with the showing it incorporates by reference. We hope this new certification option will enable BOCs to focus their energies on quickly satisfying the remaining statutory requirements and thereby expedite the local market-opening process by which BOCs may obtain approval to provide in-region long distance service. Taken together with the evidentiary standards described in this and prior orders, as well as our continued willingness to work with BellSouth to clarify further its statutory obligations, this certification option demonstrates our ongoing

commitment to ensuring that BellSouth and other BOCs hold the keys of their success with respect to section 271 approval in their own hands.

Checklist Item 1 -- Interconnection

þ BellSouth does not satisfy the requirements of checklist item (i). Pursuant to this checklist item, BellSouth must allow other carriers to link their networks to its network for the mutual exchange of traffic. To do so, BellSouth must permit carriers to use any available method of interconnection at any available point in BellSouth's network. For the reasons stated in the BellSouth South Carolina Order, we find BellSouth's collocation offering insufficient. Furthermore, interconnection between networks must be equal in quality whether the interconnection is between BellSouth and an affiliate, or between BellSouth and another carrier. BellSouth also does not show that it provides interconnection that meets this standard.

Checklist Item 2 -- Access to Unbundled Network Elements

þ BellSouth does not satisfy the requirements of checklist item (ii). The telephone network is comprised of individual network elements. In order to provide "access" to an unbundled network element, for purposes of the checklist, BellSouth must provide a connection to the network element at any technically feasible point under rates, terms, and conditions that are just, reasonable, and nondiscriminatory. To fulfill the nondiscrimination obligation under checklist item (ii), BellSouth must provide access to its operations support systems, meaning the information, systems, and personnel necessary to support the elements and services. This is important because access to BellSouth's operations support systems provides new entrants with the ability to order service for their customers and allows new entrants to communicate effectively with BellSouth regarding such basic activities as placing orders and providing repair and maintenance service for customers. BellSouth does not demonstrate that its operation support systems enable other carriers to connect electronically to its pre-ordering and ordering functions, thus placing those carriers at a competitive disadvantage relative to BellSouth's own retail operation. Although BellSouth has made some progress in addressing deficiencies in its operations support systems, it has failed to address successfully other problems that we specifically identified in previous orders as critical for nondiscriminatory access.

þ In addition, BellSouth must provide nondiscriminatory access to network elements in a manner that allows other carriers to combine such elements. Other carriers are entitled to request any "technically feasible" method for combining network elements. As we held in the BellSouth South Carolina Order, BellSouth has failed to demonstrate that it can provide nondiscriminatory access to unbundled network elements through the one method it identifies for such access, collocation.

Checklist Item 3 -- Access to Poles, Ducts, Conduits, and Rights-of-Way

þ BellSouth satisfies the requirements of checklist item (iii). Telephone company wires must be attached to, or pass through, poles, ducts, conduits, and rights-of-way. In order to fulfill the nondiscrimination obligation under checklist item (iii), BellSouth must show that other carriers can obtain access to its poles, ducts, conduits, and rights-of-way within reasonable time frames and on reasonable terms and conditions, with a minimum of administrative costs, and consistent with fair and efficient practices. Failure by BellSouth to provide such access may prevent other carriers from serving certain customers. BellSouth demonstrates that it has established nondiscriminatory procedures for access to poles, ducts, conduits, and rights-of-way.

Checklist Item 4 -- Unbundled Local Loops

þ BellSouth does not satisfy the requirements of checklist item (iv). Local loops are the wires, poles, and conduits that connect the telephone company end office to the customer's home or business. To satisfy the nondiscrimination requirement under checklist item (iv), BellSouth must demonstrate that it can efficiently furnish unbundled loops to other carriers within a reasonable time frame, with a minimum level of service disruption, and at the same level of service quality it provides to its own customers. Nondiscriminatory access to unbundled local loops ensures that new entrants can provide quality telephone service promptly to new customers without constructing new loops to each customer's home or business. BellSouth does not provide evidence, such as meaningful performance data, that it can efficiently furnish loops to other carriers in a nondiscriminatory manner.

Checklist Item 5 -- Unbundled Local Transport

þ But for deficiencies in its operations support systems, BellSouth would satisfy the requirements of checklist item (v). Transport facilities are the trunks that connect different switches within BellSouth's network or those switches with long distance carriers' facilities. This checklist item requires BellSouth to provide other carriers with transmission links that are dedicated to the use of that carrier as well as links that are shared with other carriers, including BellSouth. Nondiscriminatory access to transport ensures that consumer calls travelling over other carriers' lines are completed properly. Although BellSouth demonstrates that it provides transport on terms and conditions consistent with our regulations, it does not provide evidence, such as meaningful performance data, that it provides nondiscriminatory access to operations support systems for the purpose of providing transport facilities.

Checklist Item 6 -- Unbundled Local Switching

þ BellSouth does not satisfy the requirements of checklist item (vi). A switch connects end user lines to other end user lines, and connects end user lines to trunks used for transporting a call to another central office or to a long-distance carrier. Switches can also provide end users with "vertical features" such as call waiting, call forwarding, and caller ID, and can direct a call to a specific trunk, such as to a competing carrier's operator services. We find that BellSouth does not satisfy the requirements of checklist item (vi), because BellSouth does not show that it provides all of the features, functions, and capabilities of the switch.

Checklist Item 7 -- 911 and E911 Services, Operator Services, and Directory Assistance

þ BellSouth satisfies the requirements of checklist item (vii)(I), regarding 911 and E911 services. 911 and E911 services transmit calls from end users to emergency personnel. It is critical that BellSouth provide competing carriers with accurate and nondiscriminatory access to 911/E911 services so that these carriers' customers are able to reach emergency assistance. We previously concluded in the BellSouth South Carolina Order that BellSouth met the requirements of this checklist item. BellSouth demonstrates that it continues to meet the statutory requirements as described in the BellSouth South Carolina Order.

þ BellSouth does not satisfy the requirements of checklist item (vii)(II) and (vii)(III), regarding provision of nondiscriminatory access to directory assistance and operator services. Customers use directory assistance and operator services to obtain customer listing information and other call completion services. BellSouth does not demonstrate that it provides other carriers with the same access to these services that it provides to itself.

Checklist Item 8 -- White Pages Directory Listings

þ BellSouth satisfies the requirements of checklist item (viii). White pages are the directory listings of telephone numbers of residences and businesses in a particular area. This checklist item ensures that white pages listings for customers of different carriers are comparable, in terms of accuracy and reliability, notwithstanding the identity of the customer's telephone service provider. BellSouth demonstrates that its provision of white page listings to customers of competitive LECs is nondiscriminatory in terms of their appearance and integration, and that it provides white page listings for competing carriers' customers with the same accuracy and reliability that it provides to its own customers.

Checklist Item 9 -- Numbering Administration

þ BellSouth satisfies the requirements of checklist item (ix). Telephone numbers are currently assigned to telecommunications carriers based on the first three digits of the local number known as "NXX" codes. To fulfill the nondiscrimination obligation in checklist item (ix), BellSouth must provide other carriers with the same access to new NXX codes within an area code that BellSouth enjoys. This checklist item ensures that other carriers have the same access to new telephone numbers as BellSouth. BellSouth demonstrates that, in acting as the code administrator, it has adhered to industry guidelines and the Commission's requirements under section 251(b)(3).

Checklist Item 10 -- Databases and Associated Signaling

þ BellSouth satisfies the requirements of checklist item (x). Databases and associated signaling refer to the call-related databases and signaling systems that are used for billing and collection or the transmission, routing, or other provision of a telecommunications service. To fulfill the nondiscrimination obligation in checklist item (x), BellSouth must demonstrate that it provides new entrants with the same access to these call-related databases and associated signaling that it provides itself. This checklist item ensures that other carriers have the same ability to transmit, route, complete and bill for telephone calls as BellSouth. BellSouth demonstrates that it provides other carriers nondiscriminatory access to its: (1) signaling networks, including signaling links and signaling transfer points; (2) certain call-related databases necessary for call routing and completion, or in the alternative, a means of physical access to the signaling transfer point linked to the unbundled database; and (3) Service Management Systems.

Checklist Item 11 -- Number Portability

þ BellSouth does not satisfy the requirements of checklist item (xi). Number portability enables consumers to take their phone number with them when they change local telephone companies. BellSouth does not sufficiently demonstrate that it provides number portability to competing carriers in a reasonable timeframe. A failure to provide timely number portability prevents a customer from receiving incoming calls for a period of time after switching from BellSouth to a competing carrier.

Checklist Item 12 -- Local Dialing Parity

þ BellSouth satisfies the requirements of checklist item (xii). Local dialing parity permits customers to make local calls in the same manner regardless of the identity of their carrier. To fulfill the nondiscrimination obligation in checklist item (xii), BellSouth must establish that customers of another carrier are able to dial the same number of digits to make a local telephone call. In addition, the dialing delay experienced by the customers of another carrier should not be greater than that experienced by customers of BellSouth. This checklist item ensures that consumers are not inconvenienced in how they make calls simply because they subscribe to a carrier other than BellSouth for local telephone service. BellSouth demonstrates that customers of other carriers are able to dial the same number

of digits that BellSouth's customers dial to complete a local telephone call, and that these customers do not otherwise suffer inferior quality such as unreasonable dialing delays compared to BellSouth customers.

Checklist Item 13 -- Reciprocal Compensation

þ BellSouth satisfies the requirements of checklist item (xiii). Pursuant to this checklist item, BellSouth must compensate other carriers for the cost of transporting and terminating a local call from BellSouth. Alternatively, BellSouth and the other carrier may enter into an arrangement whereby neither of the two carriers charges the other for terminating local traffic that originates on the other carrier's network. This checklist item is important to ensuring that all carriers that originate calls bear the cost of terminating such calls. BellSouth demonstrates that it has reciprocal compensation arrangements in accordance with section 252(d)(2) in place, and that it is making all required payments in a timely fashion. Louisiana has not reached a final determination on the issue of a BOC's obligation to pay reciprocal compensation for traffic delivered to Internet service providers (ISPs). We do not, at this time, consider BellSouth's unwillingness to pay reciprocal compensation for traffic that is delivered to ISPs located within the same local calling area as the originating BellSouth end user in assessing whether BellSouth satisfies this checklist item. Any future grant of in-region interLATA authority under section 271 will be conditioned on compliance with decisions relating to Internet traffic in Louisiana.

Checklist Item 14 -- Resale

þ BellSouth does not satisfy the requirements of checklist item (xiv). This checklist item requires BellSouth to offer other carriers all of its retail services at wholesale rates without unreasonable or discriminatory conditions or limitations such that other carriers may resell those services to an end user. This checklist item ensures a mode of entry into the local market for carriers that have not deployed their own facilities. BellSouth demonstrates that it offers all of its retail services for resale at wholesale rates without unreasonable or discriminatory conditions or limitations. BellSouth, however, does not show that it provides nondiscriminatory access to operations support systems for the resale of its retail telecommunications services.

Section 272 Compliance

þ Although BellSouth has undertaken significant efforts to institute policies and procedures to ensure compliance with section 272, it does not meet all section 272 requirements. In particular, it does not disclose all transactions with its section 272 affiliate, which means its affiliate has superior access to information about these transactions than unaffiliated entities. In addition, it does not provide nondiscriminatory access to its operations support systems, and thereby discriminates in its provision of information to unaffiliated entities.

Public Interest Standard

þ We reaffirm the Commission's prior conclusion that it has broad discretion to identify and weigh all relevant factors in determining whether BOC entry into a particular in-region, interLATA market is consistent with the public interest. We reaffirm the Commission's prior conclusion that we consider as part of our public interest inquiry whether approval of a section 271 application will foster competition in all relevant markets, including the local exchange market, not just the in-region, interLATA market.

þ In assessing whether the public interest will be served by granting a particular application, we will consider and balance a variety of factors in each case. For example, we would consider a BOC's agreement to submit to enforcement mechanisms in the event it falls out

of compliance with agreed upon performance standards.

IV. BACKGROUND

A. Statutory Framework

12. In the 1996 Act, Congress conditioned BOC provision of in-region, interLATA service on compliance with certain provisions of section 271. Pursuant to section 271, BOCs must apply to this Commission for authorization to provide interLATA services originating in any in-region state. Congress has directed the Commission to issue a written determination on each application no later than 90 days after the application is filed. In acting on a BOC's application for authority to provide in-region, interLATA services, the Commission must consult with the Attorney General and give "substantial weight," to the Attorney General's evaluation of the BOC's application. In addition, the Commission must consult with the relevant state commission to verify that the BOC has one or more state-approved interconnection agreements with a facilities-based competitor, or a statement of generally available terms and conditions (SGAT), and that either the agreement(s) or general statement satisfy the "competitive checklist."

13. To obtain authorization to provide in-region, interLATA service under section 271, the BOC must show that: (1) it satisfies the requirements of either section 271(c)(1)(A), known as "Track A," or 271(c)(1)(B), known as "Track B;" (2) that it has "fully implemented the competitive checklist" or that the statements approved by the state under section 252 satisfy the competitive checklist contained in section 271(c)(2)(B); (3) the requested authorization will be carried out in accordance with the requirements of section 272; and (4) the BOC's entry into the in-region, interLATA market is "consistent with the public interest, convenience, and necessity." The statute directs that the Commission "shall not approve" the requested authorization unless it finds that the criteria specified in section 271(d)(3) are satisfied.

B. The Attorney General's Evaluation

14. Section 271(d)(2)(A) requires the Commission to consult with the Attorney General before making any determination approving or denying a section 271 application. The Attorney General is entitled to evaluate the application "using any standard the Attorney General considers appropriate," and the Commission is required to "give substantial weight to the Attorney General's evaluation." Section 271(d)(2)(A) specifically provides, however, that "such evaluation shall not have any preclusive effect on any Commission decision." In the Ameritech Michigan Order, the Commission concluded it is required to give substantial weight not only to the Department of Justice's evaluation of the effect of BOC entry on long distance competition, but also to its evaluation of whether the BOC satisfies each of the criteria for BOC entry under section 271.

15. The Department of Justice recommends that BellSouth's application for entry into the long distance market in Louisiana be denied. As summarized more fully below, the Department of Justice concludes that, despite a number of encouraging improvements since its earlier applications in South Carolina and Louisiana, the Louisiana market is not fully and irreversibly open to competition, and that BellSouth fails to demonstrate that it is offering access and interconnection that satisfy the requirements of the competitive checklist.

16. Evaluation of Openness of Market to Competition. The Department of Justice finds that the Louisiana local market is not "fully and irreversibly open to competition." In evaluating whether competition in a local market satisfies this standard, the Department of Justice considers whether all three entry paths contemplated by the 1996 Act -- facilities-based entry involving construction of new networks, the use of unbundled network elements, and resale of the BOC's services -- are fully and irreversibly open to competition to serve both business and residential consumers. The Department of Justice examines the extent of actual local competition, whether significant barriers continue to impede the growth of competition, and whether

benchmarks to prevent "backsliding" have been established. Applying these standards, the Department of Justice concludes that BellSouth still faces no significant competition in local exchange service in Louisiana. The Department of Justice notes, however, that in the nine months since the first Louisiana application was filed, BellSouth has taken significant steps to improve its wholesale support systems, and that there have been encouraging developments in competition by facilities-based entrants and resellers, though the market penetration of those competitors is still quite modest. The Department of Justice further finds, as it did before in the first Louisiana application, that the Louisiana market is not sufficiently open to competition because BellSouth has not instituted performance measurements to ensure consistent wholesale performance, i.e., to prevent "backsliding" once section 271 authority is granted. In light of its conclusion that the Louisiana market is not "fully and irreversibly open to competition," the Department of Justice reaffirms its conclusion in its first Louisiana evaluation that the potential for competitive benefits in markets for interLATA services does not justify approving this application.

17. The Department of Justice also reaffirms the finding it made in its first Louisiana evaluation that there is still virtually no competition in Louisiana through the use of unbundled network elements (UNEs). In particular, the Department of Justice concludes that BellSouth has maintained policies of physically separating critical pre-existing combinations of UNEs, as well as policies which impose unnecessary costs and technical obstacles on competitors that seek to combine UNEs. The Department of Justice states that, "[c]ollectively, these policies seriously impair competition by firms that seek to offer services using combinations of unbundled network elements." The Department of Justice finds that, "[a]lthough the [Louisiana Commission] has generally adopted a pricing methodology that may permit competition, BellSouth's prices do not consistently reflect the essential principles of that methodology, resulting in some prices for unbundled network elements that could prevent efficient competitors from entering the market and competing effectively." The Department of Justice further finds that, "[d]espite a number of improvements, BellSouth has failed to demonstrate that it has adequate, nondiscriminatory wholesale support processes, including access to operations support systems, that would be critical to competitors' ability to obtain and use unbundled elements." The Department of Justice concludes that, "taking BellSouth's current application as a whole, we find that there are still significant barriers to competitive entry in Louisiana, and we cannot yet conclude that local markets in Louisiana are fully and irreversibly open to competition."

C. State Verification of BOC Compliance with Section 271(c)

18. Under section 271(d)(2)(B), the Commission "shall consult with the State commission of any State that is the subject of the application in order to verify the compliance of the Bell Operating Company with the requirements of subsection (c)." In the Ameritech Michigan Order, the Commission determined that, because the Act does not prescribe any standard for Commission consideration of a state commission's verification under section 271(d)(2)(B), it has discretion in each section 271 proceeding to determine the amount of deference to accord to the state commission's verification. As the Court of Appeals for the D.C. Circuit held, "[a]lthough the Commission must consult with the state commissions, the statute does not require the FCC to give the State commissions' views any particular weight." Although the Commission will consider carefully state determinations of fact that are supported by a detailed and extensive record, it is the Commission's role to determine whether the factual record supports a conclusion that particular requirements of section 271 have been met.

19. The Louisiana Commission's Recommendation. On September 5, 1997, by a vote of three-to-two, the Louisiana Commission approved BellSouth's SGAT, subject to modifications, and concluded that BellSouth's SGAT makes available to new entrants each of the items in the competitive checklist. BellSouth subsequently modified its SGAT to comply with modifications ordered in the Louisiana Commission 271 Compliance Order and filed its revised SGAT on September 9, 1997. On April 30, 1998, BellSouth filed a second modification to its SGAT to correct deficiencies that we identified in our First BellSouth Louisiana Order. In that Order, we concluded that BellSouth's refusal to provide its contract service arrangements for resale at a

wholesale discount is inconsistent with the requirements of the Act. The Louisiana Commission had previously determined that these discounted offerings should be made available for resale, but with no additional wholesale discount as required by the Act and our rules. On July 1, 1998, the Louisiana Commission amended its order, in part, to adopt the revisions in BellSouth's second modification to its SGAT and to require a wholesale discount until such time as the Louisiana Commission could determine whether specific discounts are necessary.

20. On July 15, 1998, the Louisiana Commission voted, by a vote of four-to-one, to approve and support BellSouth's second application for Louisiana. On July 28, 1998, the Louisiana Commission submitted its comments to this Commission concerning BellSouth's application. Unlike the process it followed in the case of BellSouth's first application, the Louisiana Commission did not compile an evidentiary record or conduct a formal proceeding to determine whether BellSouth's revised application complies with section 271 of the Act. In its comments supporting BellSouth's application, the Louisiana Commission reiterated its view that BellSouth should be granted interLATA authority, because it has satisfied the requirements of section 271. Indeed, the Louisiana Commission addresses only two checklist items in its comments and refers to its comments of November 24, 1997 in the first BellSouth Louisiana application for a discussion of the other twelve checklist items.

21. We fully acknowledge and are sensitive to limitations on state commissions' resources for purposes of developing their recommendation on a BOC's 271 application. We believe, however, that in making its recommendation on a BOC's section 271 application, a state commission may assist us greatly by providing factual information. When a BOC files a subsequent application in a state, it is important for the state commission to provide the factual information gathered and relied upon by the state commission concerning changes that have occurred since the previous application was filed. Thus, for subsequent applications, we encourage state commissions to submit factual records, in addition to their comments, demonstrating that: (1) the BOC has corrected the problems identified in previous applications; and (2) there are no new facts that suggest the BOC's actions and performance are no longer consistent with the showing upon which this Commission based any determination that the statutory requirements for certain checklist items have been met.

22. In other areas, we note that the Louisiana Commission is making important strides in promoting and advancing competition in the local exchange market. For example, the Louisiana Commission recently adopted service quality performance measurements, standards, and evaluation criteria concerning incumbent LECs' success in opening their local markets. We applaud such actions by state commissions to measure and evaluate performance data in order to ensure that BOCs are in fact complying with statutory requirements.

V. COMPLIANCE WITH SECTION 271(c)(1)(A)

A. Background

23. In order for the Commission to approve a BOC's application to provide in-region, interLATA services, a BOC must first demonstrate that it satisfies the requirements of either section 271(c)(1)(A) (Track A) or 271(c)(1)(B) (Track B). In the case of Louisiana, BellSouth contends that it satisfies the requirements of Section 271(c)(1)(A) which provides:

> (A) PRESENCE OF A FACILITIES-BASED COMPETITOR -- A Bell operating company meets the requirements of this subparagraph if it has entered into one or more binding agreements that have been approved under section 252 specifying the terms and conditions under which the Bell operating company is providing access and interconnection to its network facilities for the network facilities of one or more unaffiliated competing providers of telephone exchange service (as defined in section 3(47)(A), but excluding exchange access) to residential and business subscribers. For the purpose of this subparagraph, such telephone exchange service may be offered by such competing providers either exclusively over their

own telephone exchange service facilities or predominantly over their own telephone exchange service facilities in combination with the resale of the telecommunications services of another carrier.

B. Discussion

24. We conclude that BellSouth does not demonstrate that it satisfies the requirements of Track A based on its implemented interconnection agreements with PCS carriers in Louisiana. We do not conclude whether BellSouth demonstrates that it satisfies the requirements of Track A based on its implemented interconnection agreements with competitive wireline LECs because BellSouth fails to meet other requirements of section 271, e.g., the competitive checklist and section 272.

1. Competition from PCS Carriers in Louisiana

25. BellSouth contends that it "is eligible for Track A relief based on the existence of PCS carriers in Louisiana", and its implemented interconnection agreements with these PCS carriers. BellSouth also argues that it satisfies Track A through interconnection agreements with wireline carriers. In the First BellSouth Louisiana Order, the Commission concluded that section 271 "does not preclude the Commission from considering the presence of a PCS provider in a particular state as a 'facilities-based competitor.'" BOCs, in filing section 271 applications, can rely on the presence of broadband PCS providers to satisfy Track A. The Commission has emphasized, however, that a PCS provider on which the applicant seeks to rely for purposes of section 271(c)(1)(A) must offer "service that both satisfies the statutory definition of 'telephone exchange service' in section 3(47)(A) and competes with the telephone exchange service offered by the applicant in the relevant state." We conclude that the broadband PCS service offered by the PCS providers at issue in this application, which provides two-way mobile voice service, qualifies as telephone exchange service for purposes of Track A. BellSouth has not shown, however, that this broadband PCS service currently competes with the wireline telephone exchange service offered by BellSouth in Louisiana. Accordingly, we conclude that BellSouth has not demonstrated that it satisfies the requirements of Track A based on the existence of these broadband PCS carriers in Louisiana.

a. Telephone Exchange Service

26. Background. In passing the 1996 Act, Congress provided alternative definitions for the term "telephone exchange service" in section 3(47) of the Communications Act. Section 271(c)(1)(A) incorporates the definition in section 3(47)(A) of the Act, which defines "telephone exchange service" as:

> (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge.

27. Section 271(c)(1)(A) also specifically provides that the provision of "exchange access" does not, by itself, qualify as the provision of telephone exchange service and establishes that cellular telephone service may not be treated as telephone exchange service for purposes of Track A. The statutory language, however, does not address whether broadband PCS constitutes "telephone exchange service."

28. Discussion. We conclude that the broadband PCS offerings at issue here satisfy the statutory definition of "telephone exchange service" in section 3(47)(A). The Act's definition of "telephone exchange service" is not clear as to whether it includes broadband PCS service. At the time the 1996 Act was enacted, however, the Commission had interpreted the definition of telephone exchange service to mean "the provision of two-way voice communications between

individuals by means of a central switching complex which interconnects all subscribers within a geographic area," and Congress can be viewed as ratifying this pre-existing definition. Telephone service offered by a broadband PCS provider comes within this description. Subscribers within a PCS provider's geographic service area (generally either a basic trading area (BTA) or a major trading area (MTA)) are interconnected to the public switched network by means of a central switching complex, and thus are able to place and receive calls both to other users of the PCS system and to users of other networks connected to the public switched network. While there are certain technical and functional differences between PCS and wireline local exchange service, based on the current record, we conclude that these differences are not sufficient to prevent PCS from fitting within the definition of telephone exchange service discussed above for purposes of section 271.

29. Moreover, in light of this unclear statutory definition and the evolving nature of the provision of services in the telecommunications market, we believe a practical approach to applying this definition in the section 271 context is in order. In that vein, we agree with BellSouth that the typical broadband PCS offering satisfies the definition of section 3(47)(A) by offering "service over a radio-based equivalent to an ordinary wireline exchange," meaning the service is "of the character ordinarily furnished by a single exchange." Because section 271 is intended to allow the BOCs into the long distance market only after they open the local market to competition, we believe that Congress intended for the Commission to consider as "telephone exchange service," for section 271 purposes, those services that permit customers to make local calls that are functionally equivalent to the calls that customers make through their wireline service. This is so even though there may not be complete identity in technical configuration, service characteristics, or charges for service between broadband PCS and traditional wireline service. Indeed, Congress' decision specifically to exclude cellular (but only cellular) from the category of telephone exchange services that may satisfy Track A suggests that other commercial mobile radio services (CMRS) offerings, such as broadband PCS, might qualify. If Congress did not believe that cellular providers were providing "telephone exchange service" within the meaning of section 3(47)(A), the "carve out" of cellular providers would have been unnecessary. Because broadband PCS uses technology that is similar to cellular for providing telephone service, it would appear that "carve out" language would also be necessary to exclude PCS from the definition of telephone exchange service.

30. We find that broadband PCS providers offer service "within a telephone exchange" or "a connected system of telephone exchanges within the same exchange area" because section 3(47)(A) does not require a specific geographic boundary other than an area covered by an exchange service charge. We believe that traditional PCS home service areas (HSAs) constitute local service areas for broadband PCS providers, and local broadband PCS providers generally apply rates to calls originating and terminating within HSAs in a manner similar to the BOCs' exchange service charge. Moreover, we cannot agree with parties' suggestions that usage-sensitive fees cannot be "exchange service charges." Many wireline carriers providing telephone exchange service charge message rates, which are usage-sensitive fees, or extended telephone area service charges. Thus, we find that broadband PCS service constitutes "telephone exchange service" for purposes of section 271(c)(1)(A).

b. Broadband PCS Carriers as Competing Providers

31. We believe that the BOC must show that broadband PCS is being used to replace wireline service, not as a supplement to wireline. In previous orders, the Commission has stated "that the use of the term 'competing provider' in section 271(c)(1)(A) suggests that there must be 'an actual commercial alternative to the BOC.'" To the extent that consumers purchase PCS service as a supplement to their existing wireline service, the two services are not competing with each other. Evidence that broadband PCS service constitutes a competitive alternative could include studies, or other objective analyses, identifying customers that have replaced their wireline service with broadband PCS service, or would be willing to consider doing so based on price comparisons. Evidence of marketing efforts by broadband PCS providers designed to induce such

replacement are also relevant.

32. The most persuasive evidence concerning competition between PCS and wireline local telephone service is evidence that customers are actually subscribing to PCS in lieu of wireline service at a particular price. Actual customer behavior is more persuasive than price comparison studies alone because of the advantages and disadvantages associated with PCS and wireline telephone service. For example, customers may be willing to pay a premium for PCS service in light of the benefits of mobility. At the same time, the willingness of customers to pay a premium for PCS could potentially be affected by disadvantages such as the fact that wireline telephone numbers are not presently portable to wireless carriers. Thus, because the two services offer different advantages and disadvantages, a price comparison study by itself would tend to be less persuasive than a survey showing actual consumer behavior (i.e., the substitution of service at a particular price). At the same time, we recognize that price information is valuable when presented in conjunction with information on consumer behavior. We emphasize, however, that the persuasive value of any study will depend in large part on the quality of the survey and statistical methodologies that are used.

33. In the First BellSouth Louisiana Order, we noted that, in other contexts, the Commission has "concluded that PCS providers appear to be positioning their service offerings to become competitive with wireline service, but they are still in the process of making the transition 'from a complementary telecommunications service to a competitive equivalent to wireline services.'" In the Third Annual Report and Analysis of Competitive Market Conditions With Respect to Commercial Mobile Services, the Commission stated that, "[w]hile many analysts concur that a transfer of usage between wireline and wireless systems will occur, it is hard to say exactly how long it will take or how much substitution will occur." The Commission stated that "one key variable is the sensitivities of consumer demand to the relative prices of wireless and wireline telephone service as the difference in prices narrows."

34. BellSouth argues that it "has demonstrated that Louisiana consumers are in fact substituting PCS for traditional wireline service. . . ." In support of its contention, BellSouth relies primarily upon a market research survey by M/A/R/C Research (M/A/R/C study), an economic study by the National Economic Research Associates (NERA study), and the availability of AT&T's Digital One Rate Plan.

c. BellSouth's PCS Evidence

i. The M/A/R/C Study

35. We conclude that the M/A/R/C study is fundamentally flawed and that it cannot be relied upon to demonstrate that broadband voice PCS is a substitute for traditional wireline service. In particular, we conclude that the M/A/R/C study contains the following significant methodological deficiencies: (1) the sample group was not randomly selected; (2) the study is not based on statistical analysis; and (3) the study disguises the complementary nature of the services.

36. BellSouth cites the M/A/R/C study in claiming that approximately 2,100 Louisiana end users subscribed to PCS instead of wireline as their only service, and that another approximately 1,750 end users eliminated wireline service and replaced it with PCS. Although BellSouth does not state so explicitly, it that appears BellSouth reaches this conclusion by extrapolating the results of the M/A/R/C study and applying them to its estimated universe of 35,000 subscribers for all five PCS carriers in the state of Louisiana. In April 1998, M/A/R/C Research interviewed a total of 202 subscribers using the PCS services of PrimeCo and Sprint PCS "in the New Orleans, Louisiana metro area to determine the extent to which customers view PCS and wireline service as substitutes and, ultimately, competitive alternatives." In order to contact PCS subscribers, M/A/R/C ran advertisements in two newspapers in New Orleans inviting PrimeCo and Sprint PCS subscribers to participate in a survey. BellSouth contends that

the M/A/R/C study "shows that 26 percent of PCS subscribers (43 percent of business [PCS] users and 10 percent of residential [PCS] users) currently rely on PCS as their primary telephone service." BellSouth further contends that a significant number of the PCS users subscribed to their wireless service as a direct substitute for BellSouth's wireline service. According to BellSouth, the M/A/R/C study shows that, "6 percent . . . of PCS customers in Louisiana subscribed to their PCS service instead of a wireline offering when initiating service." BellSouth contends that the M/A/R/C study further shows that "[f]ive percent more of PCS customers eliminated wireline service and replaced it with PCS" and that "[f]ive percent of the PCS subscribers (approximately another 1,750 customers) added PCS instead of a second wireline."

37. The first methodological problem is that the sample group was not randomly selected. Rather than use a random selection process, M/A/R/C placed advertisements in the regional daily newspaper, The Times-Picayune, and a weekly entertainment publication, The Gambit, inviting PrimeCo and Sprint PCS customers to call an 800 number to participate in the survey. Because the survey respondents were self-selected, rather than randomly selected, there can be no assurance that the respondents or their responses to the survey questions are generally representative of PCS customers in New Orleans. Indeed, when MCI deposed William Denk, author of the M/A/R/C study, on August 13, 1998, to question him about a parallel survey that M/A/R/C conducted in Kentucky using the same methodology as the Louisiana survey, Mr. Denk conceded that the survey sample was not necessarily representative of the universe of PCS users. Further, there is no evidence that the New Orleans respondents are similar to the state-wide PCS user population. These potential differences could make extrapolations from the self-selected New Orleans interviews unreliable. In order to be considered persuasive, future studies of this type should use a random sample or explain why the study results are meaningful without a random sample. In addition, BellSouth provides no information to verify that 35,000 is a reasonable estimate of the number of PCS users served by the five PCS carriers BellSouth relies upon in Louisiana.

38. Second, BellSouth fails to provide a statistical analysis of the M/A/R/C study data. In particular, BellSouth fails to provide confidence intervals or other statistical measures designed to allow statistical inferences concerning the statewide PCS user population. We believe that this type of statistical analysis is critical to demonstrating the statistical significance of data such as that in the M/A/R/C study.

39. Third, the study's questions do not appear to be designed to distinguish clearly between the substitution of PCS for wireline service and the use of PCS as a complement to wireline service. Sprint contends that the category of customers labeled "Subscribed to PCS for Initial Service Instead of Wireline" appears to be broad enough to include users who merely placed their PCS order shortly before they subscribed to BellSouth's wireline service. For example, Table 4a of the M/A/R/C study shows the length of time PCS users who subscribed to PCS for initial service instead of wireline have maintained their PCS service and states "most have had PCS for over three months, so it appears they have no intention of getting wireline service." We agree with Sprint that keeping PCS service by itself simply does not reveal whether the PCS user also subscribes to wireline service. In order to be persuasive, a survey such as this should also include a question asking whether the respondent subscribes to wireline local exchange service or otherwise verify that the subscriber does not have wireline local exchange service.

ii. The NERA Study

40. Based on the evidence submitted by BellSouth, we cannot conclude that any significant number of wireline exchange customers is likely to consider switching to PCS service based on price. Relying upon a recent economic competitive analysis by Dr. Aniruddha Banerjee for the National Economic Research Associates (NERA study), BellSouth contends that "[a]t today's current prices . . . as many as 7 to 15 percent of BellSouth's local residential customers in New Orleans could consider switching to PCS PrimeCo on price grounds alone." The NERA study purports to show, based on usage patterns, that PCS monthly charges are

equivalent to or lower than wireline charges for 7 to 15 percent of residential consumers in the New Orleans area. BellSouth states that the NERA study does not include business customers and contends that, because business wireline rates are on average higher than residential wireline rates, the NERA study's "numbers most likely underestimate the number of customers who could reasonably substitute PCS for wireline service." BellSouth states that the NERA study does not consider the added one-stop-shopping convenience and mobility of PCS.

41. We conclude that the NERA study does not provide persuasive evidence that 7 to 15 percent of BellSouth's local residential customers in New Orleans would consider switching to broadband PCS on the basis of price differences alone. The NERA study claims that residential customers with low to moderate local and toll usage of their telephones should find PCS to be a reasonable substitute for BellSouth's wireline service based on the alleged minimal differences in price. We reject that claim, because the NERA study overstates the prices paid to BellSouth by this group of customers for wireline service. Because some PCS plans include five vertical features within the regular monthly charge, the study added the BellSouth retail price for each of these vertical features to the price of BellSouth's basic local service when comparing the charges for PrimeCo's PCS and BellSouth's wireline services. This results in an increase of more than $13.00 in the monthly price of BellSouth monthly service used in the comparison with PCS prices. Thus, for purposes of determining whether consumers might substitute PCS for BellSouth's wireline service, the NERA study uses a price for BellSouth's service that is more than double the actual price of BellSouth's basic local service (1FR with Touchtone) of $12.64 per month. Statistics cited in the NERA study, however, show that residential customers with low to moderate local and toll telephone usage -- precisely those customers that BellSouth claims could pay less with PCS -- are likely to use no more than one vertical feature.

42. Sprint's economists demonstrate that the NERA study shows that BellSouth wireline service is materially less expensive than any PCS plan offered by Sprint PCS or PrimeCo for any residential customer with more than 170 minutes per month (outgoing and incoming) in combined local and intraLATA toll usage. For example, PrimeCo offers a "Digital Choice 100" plan which bundles five vertical features with 100 minutes of outgoing and incoming airtime for $24.99. Additional minutes are charged at $0.35 per minute. At 170 minutes of airtime, the PrimeCo package costs $49.99, just under the price of any other package available from either Sprint PCS or PrimeCo. In fact, Sprint's economists conclude that "fewer than one-half of 1 percent of BellSouth's wireline customers in New Orleans currently have a calling pattern and use of vertical services that could be purchased more cheaply from a PCS provider." Accordingly, we conclude that the NERA study compares PCS and wireline prices based on the faulty assumption that all wireline customers would buy a package of BellSouth's vertical services. In addition, the NERA study fails to account for the cost of PCS equipment. The NERA study notes that Sprint PCS has advertised its Samsung PCS phone at $99 after rebates and PrimeCo has offered its dual mode PCS-and-cellular phones for $149 after rebates. It is unlikely that consumers with low to moderate local and toll telephone usage -- those BellSouth claims would consider switching to PCS based on price -- would be indifferent to the high initial cost of PCS equipment. Thus, the NERA study does not demonstrate that PCS is a substitute for wireline local telephone service.

iii. AT&T's Digital One Rate Plan

43. BellSouth contends that AT&T's new Digital One Rate Plan will accelerate substitution of PCS for wireline local telephone service. While AT&T's advertising attempts to persuade customers to substitute AT&T's PCS service for wireline service, we conclude that there is not sufficient evidence at this time to show that AT&T's Digital One Rate Plan will have any significant effect in this regard. BellSouth has not submitted evidence that its local customers are likely to discontinue wireline service and substitute this broadband PCS plan. Directed at high-volume toll customers, this plan represents a package of local and toll calling at rates ranging from approximately 11 to 15 cents per minute for all PCS voice communications up to prescribed calling volume limits. The plan also eliminates roaming charges when users are out of AT&T's

service areas. Unlike BellSouth's wireline residential service, which offers unlimited local calling for a flat rate of $12.64 per month (1FR with touchtone), AT&T's Digital One Rate Plan offers a specified number of toll or local calling minutes for a flat monthly fee which is significantly higher than BellSouth's wireline local service, with additional charges for each minute that exceeds the allotted number. Specifically, the AT&T Digital One Rate Plan offers three options: 1400 minutes for $149.99 per month; 1000 minutes for $119.99 per month; and 600 minutes for $89.99 per month, with each option charging an additional 25 cents for every minute in excess of the allotted number. In addition, subscribers to AT&T's Digital One Rate Plan must enter into an annual contract (with a cancellation fee of $10 per month remaining on the contract) and purchase a digital multi-network phone from AT&T. We recognize that PCS service offer capabilities and features beyond those associated with basic wireline service, most notably mobility, and that PCS pricing may not need to fall to wireline levels for substitution to occur. BellSouth, however, has not shown that its wireline customers, particularly residential customers, are at all likely to switch to this service given the rate structure involved.

2. Competition from Facilities-Based Wireline Carriers

a. Background

44. In order to qualify for Track A, the BOC must have interconnection agreements with competing providers of "telephone exchange service . . . to residential and business subscribers." The Act states that "such telephone exchange service may be offered . . . either exclusively over [the competitor's] own telephone exchange service facilities or predominantly over [the competitor's] own telephone exchange facilities in combination with the resale of the telecommunications services of another carrier."

45. BellSouth contends that "at least six wireline [competitive LECs] currently provide facilities-based local telephone service in Louisiana." BellSouth states that it has interconnection agreements with these six competitive LECs that have been approved by the Louisiana Commission, and "believes it is eligible for interLATA relief under Track A on the strength of these carriers alone." Of these six competitive LECs, BellSouth identifies only one -- KMC -- that allegedly provides facilities-based service to residential customers. KMC claims that "[it] does not provide facilities-based service to any residential customers in Louisiana."

b. Discussion

46. The language of section 271(c)(1)(A) is ambiguous on its face. It is not entirely clear whether the statutory language requires that the competitor or competitors offer predominantly facilities-based service to each category of subscribers -- business and residential -- independently or to the two classes taken together. In view of this, we look to the legislative history for guidance. The legislative history indicates that Congress believed facilities-based competition was possible even in the residential market, and expected such facilities-based competitive services to be offered to residential subscribers. The Conference Report expressly notes with approval that the House Report "pointed out that meaningful facilities-based competition is possible, given that cable services are available to more than 95 percent of United States homes." The Conference Report adds that "[s]ome of the initial forays of cable companies into the field of local telephony therefore hold the promise of providing the sort of local residential competition that has consistently been contemplated." Although this language is illustrative of the type of competition Congress thought possible, the language of section 271(c)(1)(A) appears to stop short of mandating actual provisioning of competitive facilities-based telephone exchange services independently to both business and residential subscribers.

47. As noted, section 271(c)(1)(A) can be read as requiring the BOC to demonstrate that it has entered into interconnection agreements with one or more competing providers of telephone exchange service that are providing predominantly or exclusively facilities-based service to both categories of customers, considered independently. Under this reading of the statutory

language, BellSouth does not meet the requirements of Track A, because BellSouth has not demonstrated by a preponderance of the evidence that KMC provides any facilities-based service to residential subscribers. KMC states that "it does not yet serve any residential customers on a facilities basis" and that it "serves all of its residential customers using BellSouth's resold local exchange service." In addition, KMC states that "it currently provides service to less than 30 customers using its own network facilities in Baton Rouge and Shreveport combined" and that "[a]ll of these customers are businesses." In its Reply, BellSouth seeks to rebut KMC's representation by stating that KMC "claims that it does not have residential 'customers,' without saying whether it serves residential lines." BellSouth adds that it cannot determine how KMC is using the residential lines that KMC has ordered, whether KMC is billing residential end users, or how KMC defines "customers." Finally, BellSouth states that directory listings and ported numbers indicate that KMC has activated residential lines in Louisiana. BellSouth's rebuttal is not persuasive because KMC has clearly stated that it does not provide facilities-based service to any residential customers. We find that the evidence submitted by KMC on the actual number of residential customers it serves on a facilities basis is more reliable than the conclusory statements made by BellSouth because KMC is in a better position to know what customers it serves than BellSouth. BellSouth effectively concedes that it cannot determine conclusively how KMC is using these lines, and we note that KMC could be using them for testing.

48. We note, however, that reading the statutory language to require that there must be facilities-based service to both classes of subscribers to meet Track A could produce anomalous results, and there appear to be overriding policy considerations that lead to a contrary construction of the statutory language. In particular, if all other requirements of section 271 have been satisfied, it does not appear to be consistent with congressional intent to exclude a BOC from the in-region, interLATA market solely because the competitors' service to residential customers is wholly through resale. In light of our conclusion below that BellSouth has not satisfied the requirements of the competitive checklist and section 272, however, that is not the case presented by this application. Thus, we do not conclude whether BellSouth has satisfied the requirements of Track A based on its implemented interconnection agreements with competitive wireline LECs.

VI. CHECKLIST COMPLIANCE

49. We next consider whether BellSouth has fully satisfied the competitive checklist in section 271(c)(2)(B). In the sections below, we provide a detailed analysis of BellSouth's application with respect to each checklist item.

50. As discussed above, we recognize that BellSouth has made considerable progress in many areas to comply with the checklist requirements. We urge BellSouth to continue this work. There are important areas, however, where BellSouth fails to satisfy the requirements stated in the Commission's previous section 271 orders, including the BellSouth South Carolina Order. Each of our findings that BellSouth has not satisfied an individual item of the competitive checklist constitutes independent grounds for denying this application.

A. Analytical Framework

51. The analytical framework we use to assess the application is consistent with the approach established in the Commission's previous orders. As a general matter, we re-emphasize the Commission's conclusion in the Ameritech Michigan Order that the BOC applicant retains at all times the ultimate burden of proof that its application satisfies all of the requirements of section 271, even if no party comments on a particular checklist item.

52. With respect to each checklist item, we first determine whether BellSouth has made a prima facie case that it meets the requirements of the particular checklist item. A BOC must plead, with appropriate supporting evidence, facts which, if true, are sufficient to establish that the requirements of section 271 have been met. Once the applicant has made such a

showing, opponents must produce evidence and arguments to show that the application does not satisfy the requirements of section 271 or risk a ruling in the BOC's favor. Because the Commission must accord substantial weight to the Department of Justice's evaluation of a section 271 application, if the Department of Justice concludes that a BOC has not satisfied the requirements of sections 271 and 272, the BOC must submit more convincing evidence than that proffered by the Department of Justice in order to satisfy its burden of proof. We note that we will look to the state to resolve factual disputes wherever possible. When resolving factual disputes, we use the "preponderance of the evidence" standard.

53. We stress that, as an initial matter, we base our determination of whether a BOC has satisfied a checklist item on the BOC's evidence supporting its prima facie case, and not on the absence of comments opposing the BOC's showing on a particular issue. Where a BOC provides sufficient evidence to establish a prima facie case, however, commenters opposing the application must provide evidence of their own to shift the burden of production back to the BOC.

54. To make a prima facie case that it is meeting the requirements of a particular checklist item under Track A, a BOC must demonstrate that it is providing access or interconnection pursuant to the terms of that checklist item. The Commission has previously concluded that, to establish that it is "providing" a checklist item, a BOC must demonstrate that it has a concrete and specific legal obligation to furnish the item upon request pursuant to a state-approved interconnection agreement or agreements that set forth prices and other terms and conditions for each checklist item, and that it is currently furnishing, or is ready to furnish, the checklist item in the quantities that competitors may reasonably demand and at an acceptable level of quality.

55. As indicated above, BellSouth bases its application on the presence of a Track A competitor. In our assessment of each checklist item, therefore, we first examine whether BellSouth identifies an interconnection agreement with a competing provider of telephone exchange service described in section 271(c)(1)(A) under which it has a legal obligation to furnish that checklist item. BellSouth states that it is legally obligated to provide all 14 checklist items through both its state-approved interconnection agreements and its SGAT.

56. We next consider, in our examination of each checklist item, whether BellSouth has provided sufficient evidence to demonstrate that it is furnishing, or ready to furnish, each checklist item as a practical matter. The evidence necessary to demonstrate compliance will vary depending on the individual checklist item. In certain circumstances, the BOC's assertion in its brief, supported by testimony from an officer of the company will suffice, whereas in other cases, we examine actual commercial usage and relevant performance data. In situations where no actual commercial usage exists, we consider any carrier-to-carrier testing, independent third-party testing, and internal testing. In situations where BellSouth provides access to a particular checklist item through a region-wide process, such as its OSS, we will consider both region-wide and state specific evidence in our evaluation of that checklist item. Although there is often more than one type of evidence that an applicant can use to meet its burden of proof, we hope that this order will assist future applicants by identifying particular types of evidence we find persuasive in assessing whether the BOC has complied with the checklist.

57. When considering commenters' filings in opposition to the BOC's application, we look for evidence that the BOC's policies, procedures, or capabilities preclude it from satisfying the requirements of the checklist item. Mere unsupported allegations in opposition will not suffice. Although anecdotal evidence may be indicative of systemic failures, isolated incidents may not be sufficient for a commenter to overcome a BOC's prima facie case. Moreover, a BOC may overcome such evidence by providing, inter alia, objective performance data demonstrating that it satisfies the statutory nondiscrimination requirement. We will also look favorably on BOC measures designed to correct problems promptly and to prevent similar problems in the future. While we will not hold the BOCs to a standard of perfection, we require that the BOCs establish

methods to respond effectively to problems as they occur and to prevent similar failures in the future.

58. In this order, we conclude that BellSouth satisfies six checklist items and one subsection of a seventh checklist item. We conclude that BellSouth may incorporate by reference its showing on these checklist items in any future application for section 271 approval in Louisiana. BellSouth must, however, certify in the application that its actions and performance at the time are consistent with the showing upon which we base our determination that the statutory requirements for these checklist items have been met. We expect that commenters will direct their arguments to any new information that BellSouth fails to satisfy these checklist items.

59. We emphasize that the evidentiary standards governing our review of section 271 applications are intended to balance our need for reliable evidence against our recognition that no finder of fact can expect proof to an absolute certainty. While we continue to demand that BOCs demonstrate as thoroughly as possible that they satisfy each checklist item, the public interest and other statutory requirements, we reiterate that BOCs need only prove each element by a preponderance of the evidence, which generally means the "greater weight of evidence, evidence which is more convincing than the evidence which is offered in opposition to it." Moreover, we emphasize that we are more concerned with the quality of information presented in an application than the quantity of information that is filed. While this and prior orders identify certain types of information we would find helpful in our review of section 271 applications, we reiterate that we remain open to approving an application based on other types of evidence if a BOC can persuade us that such evidence demonstrates nondiscriminatory treatment and other aspects of the statutory requirements. In addition, we underscore that we remain committed to working with the industry to clarify further the guidance we have given regarding how the BOCs may obtain section 271 approval. It is our firm belief that, by helping the industry understand what the BOCs must do to satisfy section 271, we will achieve most efficiently Congress' goal of simultaneously opening the BOCs' local exchange markets to competition while promoting long distance competition through BOC entry into that market.

B. Examination of Pricing

60. We note that the Department of Justice, as well as other commenters, make a number of arguments concerning whether the prices in BellSouth's SGAT and interconnection agreements comport with the statutory standards in section 252(d) of the Act. In its January 22, 1998 Mandamus Order, the United States Court of Appeals for the Eighth Circuit ordered the Commission "to confine its pricing role under section 271(d)(3)(A) to determining whether applicant BOCs have complied with the pricing methodology and rules adopted by the state commissions and in effect in the respective states in which such BOCs seek to provide in-region, InterLATA services." The court suggested that the Commission could discharge this role by "asking the state commission whether the applicant BOC has complied with the individual state commission's pricing scheme applicable to it and in effect at the time of the application." In this case, the Louisiana Commission advises us that BellSouth's prices conform with its rules. Thus, consistent with the Eighth Circuit's order, with respect to pricing issues, our inquiry is complete.

C. Checklist Items

1. Checklist Item 1 -- Interconnection

a. Background

61. Section 271(c)(2)(B)(i) of the Act, item (i) of the competitive checklist, requires a section 271 applicant to provide "[i]nterconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1)." Section 251(c)(2) imposes upon incumbent LECs "[t]he duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network . . . for the transmission and routing of

telephone exchange service and exchange access." Such interconnection must be: (1) provided "at any technically feasible point within the carrier's network;" (2) "at least equal in quality to that provided by the local exchange carrier to itself or . . . [to] any other party to which the carrier provides interconnection;" and (3) provided "on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, in accordance with the terms and conditions of the agreement and the requirements of [section 251] and section 252."

62. The Commission concluded in the Local Competition Order that competing carriers have the right to deliver their terminating traffic at any technically feasible point on the incumbent LEC network. The Commission further stated that, under section 251(c)(2), a competing carrier may choose any method of technically feasible interconnection at a particular point. Technically feasible methods of interconnection include, but are not limited to, physical collocation and virtual collocation at the premises of an incumbent LEC and meet point interconnection arrangements. In the BellSouth South Carolina Order, the Commission concluded that the provision of collocation is an essential prerequisite to checklist compliance for certain checklist items. A BOC must demonstrate that it can furnish collocation in order to show compliance with checklist item (i). In order to comply with its collocation obligations, a BOC must have processes and procedures in place to ensure that physical and virtual collocation arrangements are available on terms and conditions that are "just, reasonable, and nondiscriminatory" in accordance with section 251(c)(6) and our rules implementing that section. Knowing the length of time required for an applicant to provision both physical and virtual collocation in response to requests by competing telecommunications carriers is useful in determining compliance with a BOC's collocation obligations.

63. In the Local Competition First Report and Order, the Commission concluded that an incumbent LEC must design its "interconnection facilities to meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, that are used [for the interoffice trunks] within [the BOC's own network.]" Moreover, the Commission concluded that the equal in quality obligation is not limited to consideration of service quality as perceived by end users, and includes, but is not limited to, service quality as perceived by the requesting telecommunications carrier.

64. The Commission held in the Local Competition First Report and Order that the requirement that interconnection be provided on terms and conditions that are "just, reasonable, and nondiscriminatory" means that the incumbent LEC must provide interconnection to a competitor in a manner that is no less efficient than the way in which the incumbent LEC provides the comparable function to itself. For example, the Commission concluded that to satisfy the requirement that interconnection be provided on terms and conditions that are "just, reasonable, and nondiscriminatory" an incumbent LEC must accommodate a competitor's request for two-way trunking where technically feasible.

b. Discussion

65. Based on our review of the record, we conclude that BellSouth does not demonstrate that, as a legal and practical matter, it provides interconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1), as incorporated in section 271. Specifically, BellSouth fails to make a prima facie showing that it can provide collocation on terms and conditions that are "just, reasonable, and nondiscriminatory" in accordance with section 251(c)(6). BellSouth's collocation offerings in Louisiana contain the same defects as the collocation arrangements that the Commission found deficient in the BellSouth South Carolina Order. Furthermore, BellSouth fails to make a prima facie case that it provisions interconnection trunks in a manner that is equal in quality to the way in which it provisions trunks for its own services.

66. Collocation. We conclude that BellSouth fails to make a prima facie showing that its collocation offering satisfies the requirements of sections 271 and 251 of the Act. Specifically,

we find that BellSouth's SGAT fails to provide new entrants with sufficiently definite terms and conditions for collocation. Since BellSouth fails to include specific provisions regarding the terms and conditions for certain aspects of collocation in a legally binding document, it cannot demonstrate that it provides interconnection on rates, terms, and conditions that are just, reasonable, and nondiscriminatory. Because collocation is an essential means of allowing competitive LECs to interconnect with BellSouth's network, we find that BellSouth's application fails to satisfy the requirements of section 251(c)(2) as incorporated in section 271(c)(2)(B)(i).

67. The terms and conditions of BellSouth's collocation offerings are contained in section II.B.6. of the SGAT. This section states in full:

> Collocation. Collocation allows CLECs to place equipment in BellSouth facilities. Physical and virtual collocation are available for interconnection and access to unbundled network element [sic]. BellSouth will provide physical collocation for CLEC equipment unless BellSouth demonstrates to the [state] Commission that physical collocation is not practical for technical reasons or space limitations. Detailed guidelines for collocation are contained in BellSouth's Handbook for Collocation.

68. The collocation offerings on which BellSouth bases its second section 271 application for Louisiana are virtually identical in all substantive respects to the collocation offerings that the Commission found defective in the BellSouth South Carolina Order, and they do not pass muster now. As was true in the BellSouth South Carolina proceeding, the SGAT lacks binding terms and conditions for collocation. The SGAT refers to BellSouth's "Handbook for Collocation," which BellSouth also refers to as the "Negotiations Handbook for Collocation." This handbook provides general explanatory information regarding the terms and conditions, ordering process, provisioning and maintenance of BellSouth's collocation offerings, and expressly states that it "does not represent a binding agreement in whole or in part between BellSouth and subscribers of BellSouth's Collocation services." Rather than establishing legally binding terms and conditions, the Collocation Handbook is an explanatory manual to be used by the parties in negotiating an actual collocation agreement. The Collocation Handbook refers to a Standard Physical Collocation Agreement (Standard Agreement) for the "actual Terms and Conditions for BellSouth's Physical Collocation offering." This Standard Agreement is a model for new entrants to use in crafting an actual collocation agreement with BellSouth and does not legally bind BellSouth to specific terms and conditions unless negotiated and adopted by both BellSouth and the new entrant. While BellSouth has provided information regarding terms and conditions of its collocation offerings, it has not done so in a legally binding document.

69. As was the case in the BellSouth South Carolina Order, the omission from the SGAT of any terms and conditions governing collocation prevents BellSouth from making a prima facie case that it meets the requirements of this checklist item. The SGAT's lack of binding provisions regarding the terms and conditions for collocation deprives us of any basis for finding that BellSouth is offering collocation on rates, terms, and conditions that are just, reasonable, and nondiscriminatory" in accordance with the requirements of section 251(c)(2). The SGAT provides nothing more than a starting point from which new entrants are expected to negotiate many of the terms for collocation. Additional details provided by BellSouth's Collocation Handbook, Standard Agreement, and affidavits are not binding on BellSouth and therefore cannot fill the crucial gaps in the SGAT's terms.

70. In the BellSouth South Carolina Order, we specifically identified BellSouth's failure to include in its SGAT binding installation intervals for collocation. We found that BellSouth's failure to include in its SGAT a commitment to installation intervals for collocation, coupled with the evidence in the record concerning delays in installing physical collocation, created concern that delays in the provisioning of collocation would impede competitive entry. Because BellSouth fails to include any collocation intervals in its SGAT and instead relies on its Collocation Handbook, it has not corrected a deficiency identified in the BellSouth South

Carolina Order.

71. In addition to the fact that BellSouth has not committed to provisioning intervals for collocation in a legally binding document, we find that BellSouth has not demonstrated that the intervals outlined in the Collocation Handbook are "just, reasonable, and nondiscriminatory." BellSouth's Collocation Handbook provides a 30 business day interval for response to an accurate and complete application for physical collocation, and 20 business days for virtual collocation. The Handbook also states, however, that "[r]esponse intervals for multiple applications submitted by a single customer within a 15 business day window must be negotiated." The Collocation Handbook states that BellSouth will complete construction of the physical collocation space within 120 days of receipt of a complete and accurate Bona Fide Firm Order under "ordinary conditions," or within 180 days under "extraordinary conditions." BellSouth's definition of "ordinary conditions" is limited to situations where the "space [is] available with only minor changes to network or building infrastructure." By contrast, its broad definition of "extraordinary conditions" "include[s] but [is] not limited to . . . multiple orders in excess of four (4) from one customer per area/state." Moreover, these intervals expressly "[e]xclud[e] the time interval required to secure the appropriate government licenses and permits." In addition, although BellSouth's Collocation Handbook provides intervals for responding to virtual and physical collocation requests and for constructing physical collocation space, it does not provide intervals for installation of virtual collocation.

72. In its reply, BellSouth argues that it has demonstrated its ability to provide collocation in a timely fashion because it has accepted all collocation requests, its provisioning intervals are "comparable to those available elsewhere in the industry," and its average interval of 117 days for construction of physical collocation space in Louisiana is within the time frame to which it has committed. We disagree with BellSouth that the appropriate standard for evaluating its provisioning of collocation arrangements is other incumbent LECs' provisioning intervals. The Commission has previously stated that in determining whether a BOC is providing an efficient competitor with a "meaningful opportunity to compete," we will consider whether appropriate standards for measuring a BOC's performance have been adopted by the relevant state commission or agreed upon by the parties in an interconnection agreement. In this application, BellSouth has taken significant steps towards developing performance measurements for provisioning its collocation arrangements, and we commend BellSouth for its efforts. BellSouth's performance measurement report is still under development however. Moreover, the record lacks evidence that BellSouth's performance time intervals for providing collocation arrangements have been adopted by the Louisiana Commission or that provisioning intervals have been agreed upon by the parties in an interconnection agreement. The only piece of data provided by BellSouth is an average that was calculated using the actual provisioning times of three completed physical collocation agreements. The provisioning intervals for these three collocation arrangements range from 69 days to 178 days. Given the large interval range (from just over two months to almost six months), BellSouth has not demonstrated that 117-day average is representative of its commercial usage. Nor has BellSouth provided an explanation as to why either its 117-day actual average interval or its 7-month target interval is reasonable. MCI, for example, contends that the 7-month interval is inadequate. We therefore have no basis on which to conclude that BellSouth's proposed provisioning intervals for collocation meet the nondiscriminatory requirements of section 251(c)(3).

73. Several commenters also argue that BellSouth's SGAT is deficient because it does not quantify collocation space preparation fees, but rather leaves these fees open to negotiation on an individual case basis. For the reasons discussed above, we have determined that BellSouth fails to satisfy item (i) of the competitive checklist because it does not demonstrate that it offers collocation on rates, terms, and conditions that are "just, reasonable, and nondiscriminatory" in accordance with section 251(c)(2). Accordingly, we do not rest our decision to deny BellSouth's Louisiana application on its failure to include a rate for collocation space preparation.

74. Nondiscriminatory Access to Interconnection Trunks. BellSouth demonstrates that it has a legal obligation to provide interconnection arrangements in accordance with our rules. BellSouth fails, however, to make a prima facie showing that it is providing interconnection equivalent to the interconnection it provides itself.

75. BellSouth's interconnection agreements make available interconnection for the exchange of local traffic between BellSouth and competitive LECs, as does BellSouth's SGAT. As of June 1, 1998, BellSouth had provisioned 5324 trunks interconnecting its network with the networks of competitive LECs in Louisiana. BellSouth asserts that it makes available trunk termination points, trunk directionality, multiple trunk termination methods, and interconnection billing on nondiscriminatory terms. BellSouth also states that it has procedures in place for ordering, provisioning, and maintenance of interconnection services. BellSouth states that it allows interconnection at the line-side or trunk-side of the local switch, as well as at trunk interconnection points for tandem switches, central office cross-connect points, and out-of-band signal transfer points. BellSouth asserts that, through the bona fide request (BFR) process, it will provide local interconnection at any other technically feasible point, including meet-point arrangements. BellSouth also states that it offers, as a standard arrangement, local tandem interconnection for carrying traffic destined for BellSouth end offices that subtend a local tandem. BellSouth offers routing of local and intraLATA traffic over a single trunk group. Access traffic, as well as other traffic utilizing BellSouth's intermediary tandem switching function, is routed via a separate trunk group. BellSouth states that competitive LECs may order two-way trunks for the exchange of combined local and intraLATA toll traffic at BellSouth end offices or access tandems. BellSouth, therefore, establishes that it has a legal obligation to provide interconnection consistent with our rules.

76. BellSouth asserts that it provides competitive LECs with nondiscriminatory trunk installation, and follows the same installation process for competitive LEC trunks that are used for its own trunks. BellSouth also asserts that trunk blockage data reflect that the service it provides to competitive LECs meets or exceeds the service BellSouth provides its own retail customers. BellSouth also alleges that the speed of installation, due dates missed, and trunk blockage are more favorable for competitive LEC trunk groups than for BellSouth trunk groups. Indeed, BellSouth has submitted performance data that indicate that BellSouth generally provides trunks to competitive LECs in about the same timeframe as it provides trunks to itself.

77. BellSouth's performance data do not demonstrate that the service BellSouth provides to competitive LECs is equal in quality to the service BellSouth provides to itself. For the months of March, April, and May, 1998, BellSouth's performance measurements seem to indicate that trunk blockage on trunks provisioned to competitive LECs was worse than for BellSouth's retail trunks. A review of BellSouth's performance measurements for trunk blockage during busy hours reveals a difference of 0.7 percentage points for May, 1.8 percentage points for April, and 1.8 percentage points for March in favor of BellSouth. Although the differences in the percentage of trunk blockage appear relatively small, a more detailed examination of the data indicates that competitive LECs experienced approximately twice as many incidents of trunk blockage as BellSouth's retail customers. Based on this, we conclude that BellSouth does not show that it is providing interconnection "equal in quality" to what it provides itself. In order to demonstrate that it is providing interconnection that is equal in quality, BellSouth could, for example, perform statistical analyses of its trunk blockage data to show whether the disparity in trunk blockage is a result of random variations as opposed to other underlying differences. In future applications, we expect BellSouth to explain how it derives and calculates its performance data, including trunk blockage data, and to demonstrate that it meets the equal in quality and nondiscrimination requirements.

78. A number of parties raise additional issues with respect to BellSouth's provisioning of interconnection trunks. We disagree with commenters that isolated problems are sufficient to demonstrate that BellSouth fails to meet the statutory requirements. AT&T claims that BellSouth

has delayed providing interconnection trunks, has "shut down" AT&T trunks, and has failed to route properly AT&T calls. BellSouth acknowledges that some trunks had inadvertently been removed from service, but states that service from these trunks was restored later in the day. Sprint likewise asserts that its customers have experienced call-routing problems "on numerous occasions," although Sprint acknowledges that BellSouth has quickly corrected these problems. We conclude that AT&T's and Sprint's evidence is insufficient to demonstrate systemic problems with BellSouth's provisioning of interconnection trunks. Rather, this evidence suggests that the inevitable startup problems are being resolved quickly for BellSouth's competitive LEC customers.

79. Finally, we disagree with Sprint that, because BellSouth does not exchange different kinds of traffic (local and intraLATA toll) over the same interconnection trunks groups, it fails to provide interconnection in a nondiscriminatory manner. We note that the Louisiana PSC ruled in the Sprint/BellSouth Arbitration that it is not technically feasible today to mix different classes of traffic on the same interconnection trunks groups. In the absence of compelling evidence on the current technical feasibility of combining different classes of traffic on the same interconnection trunks groups, we find no reason to disagree with the Louisiana PSC's finding at this time.

2. Checklist Item 2 -- Unbundled Network Elements

80. The nondiscriminatory provision of operations support systems (OSS) is an integral part of the BOC's obligation to provide access to unbundled network elements as provided in this section of the checklist. The systems, information, and personnel encompassed by OSS are vital to the use of unbundled network elements and the provision of resold services by competitive LECs. A competing carrier that lacks access to OSS that is equivalent to the OSS the incumbent LEC provides to itself "will be severely disadvantaged, if not precluded altogether, from fairly competing" in the local exchange market. The ability of competing carriers to combine unbundled network elements is also a critical aspect of access to these elements.

81. This section addresses the operations support systems that are necessary to provide access to all network elements as well as resold services since individual network elements are addressed in other checklist items. Previously, the Commission has discussed OSS as a separate section. In this order, however, we address OSS in two parts. Under checklist item (ii), we analyze the OSS interfaces, including the functionalities, BellSouth is relying on to meet the requirement that it provide access to unbundled network elements and resale on a nondiscriminatory basis. Those functionalities include, for example, pre-ordering, ordering, and maintenance and repair. OSS issues related to specific checklist items are addressed in the individual checklist items themselves. This section also addresses the provision of network elements in a manner that allows competing carriers to combine such elements.

a. Operations Support Systems

(1) Background

82. Section 271(c)(2)(B)(ii) of Act requires BellSouth to provide "nondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1)." Section 251(c)(3) in turn requires the incumbent LEC to "provide, to any requesting telecommunications carrier . . . nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms and conditions that are just, reasonable, and nondiscriminatory . . . ."

83. In the Local Competition First Report and Order, the Commission identified the following network elements, which must be provided on a nondiscriminatory basis pursuant to section 251(c)(3): (1) local loops; (2) network interface devices; (3) local switching; (4) interoffice transmission facilities; (5) signaling networks and call-related databases; (6) operations

support systems; and (7) operator services and directory assistance. The Commission also required that incumbent LECs provide competing carriers with nondiscriminatory access to OSS -- the systems, information, and personnel that support network elements or services offered for resale. The Commission consistently has found that nondiscriminatory access to these systems, databases, and personnel is integral to the ability of competing carriers to enter the local exchange market and compete with the incumbent LEC. New entrants must be able to provide service to their customers at a quality level that matches the service provided by the incumbent LEC to compete effectively in the local exchange market. For instance, if new entrants are unable to process orders as quickly and accurately as the incumbent LEC, they may have difficulty marketing their services to end users.

84. In the Local Competition First Report and Order, the Commission concluded that the provision of access to OSS functions falls squarely within an incumbent LEC's duty under section 251(c)(3) to provide unbundled network elements under terms and conditions that are nondiscriminatory and just and reasonable, and its duty under section 251(c)(4) to offer resale services without imposing any limitations or conditions that are discriminatory or unreasonable. In addition, the Commission determined that "operations support systems and the information they contain fall squarely within the definition of 'network element' and must be unbundled upon request under section 251(c)(3). Thus, an examination of a BOC's OSS performance is necessary to evaluate compliance with section 271(c)(2)(B)(ii) and (xiv)." The duty to provide nondiscriminatory access to OSS functions is embodied in other terms of the competitive checklist as well.

85. In previous orders, the Commission has addressed the legal standard by which it will evaluate whether a BOC's deployment of OSS is sufficient to satisfy this checklist item. The Ameritech Michigan Order provides that the Commission first is to determine "whether the BOC has deployed the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions and whether the BOC is adequately assisting competing carriers to understand how to implement and use all of the OSS functions available to them." The Commission next determines "whether the OSS functions that the BOC has deployed are operationally ready, as a practical matter." Under the second part of the inquiry, the Commission examines performance measurements and other evidence of commercial readiness.

86. The most probative evidence that OSS functions are operationally ready is actual commercial usage. As in the BellSouth South Carolina Order and First BellSouth Louisiana Order, we review the commercial usage of BellSouth's OSS in other states because BellSouth's OSS are essentially the same throughout its region. The Ameritech Michigan Order also provides that the Commission will consider carrier-to-carrier testing, independent third-party testing, and internal testing, in the absence of commercial usage, to demonstrate commercial readiness.

87. The Ameritech Michigan Order specifies that a BOC must offer access to competing carriers that is equivalent to the access the BOC provides itself in the case of OSS functions that are analogous to OSS functions that a BOC provides to itself. Access to OSS functions must be offered such that competing carriers are able to perform OSS functions in "substantially the same time and manner" as the BOC. For those OSS functions that have no retail analogue (such as ordering and provisioning of unbundled network elements), a BOC must offer access sufficient to allow an efficient competitor a meaningful opportunity to compete.

88. As previously mentioned, BellSouth deploys the same operations support systems throughout its nine-state region. The BellSouth South Carolina Order includes a description of BellSouth's operations support systems, which we incorporate by reference in this order. Below we describe some of the many modifications and enhancements BellSouth has made to its operations support systems since adoption of the BellSouth South Carolina Order.

89. In addition to the Local Exchange Navigation System (LENS) interface described

in the BellSouth South Carolina Order, BellSouth has made available two pre-ordering interfaces, the Common Gateway Interface to LENS (CGI-LENS) and EC-Lite. CGI-LENS is a customized form of LENS and contains the same functionalities as LENS. EC-Lite is a machine-to-machine interface that BellSouth initially developed for AT&T and made available to other requesting carriers in January 1998.

90. BellSouth provides an electronic interface utilizing the Electronic Data Interchange (EDI) protocol to meet its obligation to provide nondiscriminatory access to competing carriers for ordering and provisioning OSS functions. BellSouth implemented version 7.0 of the EDI interface in March 1998. EDI version 7.0 supports electronic ordering of 34 resale services and four unbundled network elements. In addition, version 7.0 of EDI, unlike the EDI version in use when the BellSouth South Carolina application was being considered, complies with industry standards for electronic ordering of unbundled network elements. BellSouth also provides electronic error notices for a group of over 300 types of order errors through version 7.0 of EDI. When BellSouth's order processing systems encounter an order containing one of these types of errors, version 7.0 is designed to return an electronic rejection notice to the competing carrier containing an error code and an explanation of the error. The competing carrier may then correct the error and submit a supplemental order. BellSouth's systems continue to process other types of order errors as described in the BellSouth South Carolina Order. Orders containing such errors are sent to BellSouth's local carrier service center (LCSC) for manual processing, where the error either will be corrected and the order resubmitted for completion, or an error notice manually returned to the ordering carrier.

(2) Discussion

91. We agree with the Department of Justice that BellSouth has made a number of improvements to address the problems that we identified in the BellSouth South Carolina Order and the First BellSouth Louisiana Order. We conclude nonetheless that BellSouth does not make a prima facie case that it satisfies the requirements of checklist item (ii). As the preceding review indicates, the Commission, through a series of orders beginning with the Local Competition First Report and Order in August 1996, has provided clear guidance on the standards and legal obligations for the provision of OSS. We do not believe there is serious dispute about most of these standards. The issue in this proceeding is whether BellSouth is, in fact, meeting these requirements. We believe that the many enhancements and modifications to BellSouth's OSS represent important progress toward meeting the statutory nondiscrimination requirements. At the same time, there are major deficiencies that BellSouth has not corrected. In particular, we find that BellSouth fails to demonstrate that it is providing nondiscriminatory access to the pre-ordering function of OSS. Furthermore, the performance measurements, for example, flow-through rates, indicate that there are serious problems with BellSouth's OSS ordering interface. BellSouth must correct these problems in future applications.

92. In this Order, we focus our discussion of BellSouth's OSS on the major deficiencies that we identified in the BellSouth South Carolina Order and First BellSouth Louisiana Order where BellSouth still does not provide nondiscriminatory access. These issues form the basis of our conclusion that BellSouth does not demonstrate that it provides nondiscriminatory access to its OSS. In prior orders we have provided guidance on specific performance measurements to determine if a BOC is meeting the requirements for OSS. The most critical aspect of evaluating a BOC's OSS is the actual performance results of commercial usage or, in the absence of commercial usage, testing results. In response, BellSouth provides a number of performance measurements that can be used to evaluate its OSS and we applaud these efforts. We conclude that these measurements, for the most part, are calculated in an appropriate and useful manner. We note, however, that in the case of certain measurements, BellSouth's failure to provide a sufficient level of disaggregation undermines the usefulness of BellSouth's performance data. We also recognize that BellSouth is developing further measurements. In addition, we note that there are no data for certain measurements. It is unclear if the lack of performance data reflects a lack of commercial usage or if BellSouth fails to include

the appropriate results. In future applications, we expect BellSouth to resolve these deficiencies in order to demonstrate that it is providing nondiscriminatory access to its OSS.

93. BellSouth's performance data on several critical OSS functions show a significant disparity between BellSouth's performance in providing those functions for its retail customers as opposed to its performance for competing carriers. We share the Department of Justice's concern that BellSouth fails to provide any explanation or analysis to demonstrate that its provision of these functions is nondiscriminatory, despite the differences in measured performance. In a future application, BellSouth could, for example, seek to demonstrate statistically that the differences in measured performance are the result of random variations in the data, as opposed to underlying differences in behavior. We encourage BellSouth, in the future, to submit performance data in a way that permits statistical analysis, or otherwise explain how its performance data demonstrate compliance with the statutory nondiscrimination mandate. In this regard, we note that the Louisiana Commission recently ordered BellSouth to perform specific statistical analysis to compare its performance for competing carriers and for itself, using several different statistical techniques. Additionally, the Louisiana Commission directed BellSouth to develop performance standards that it must meet when it is providing functions to competing carriers that it does not provide to its retail customers. We applaud the Louisiana Commission for taking these steps, and we look forward to reviewing the results of this analysis in BellSouth's next application for Louisiana.

(a) Pre-Ordering Functions

94. Based on our review of the record, we conclude that BellSouth fails to make a prima facie showing that it provides nondiscriminatory access to OSS pre-ordering functions. The Commission's rules define pre-ordering and ordering collectively as "the exchange of information between telecommunications carriers about current or proposed customer products and services or unbundled network elements or some combination thereof." Pre-ordering generally includes the activities that a carrier undertakes with a customer to gather and verify the information necessary to formulate an accurate order for that customer. Pre-ordering includes the following functions: (1) street address validation; (2) telephone number information; (3) services and features information; (4) due date information; and (5) customer service record (CSR) information. Competing carriers need access to this information to place orders for the products or services their customers want.

95. In previous applications, BellSouth only offered access to pre-ordering functions through its LENS interface. BellSouth now makes available to competing carriers its CGI-LENS and EC-Lite interfaces, in addition to LENS. BellSouth states that its LENS, CGI-LENS, and EC-Lite interfaces each provide competing carriers with access to pre-ordering functions in substantially the same time and manner as BellSouth's own retail sales representatives. BellSouth also states that it plans to deploy its Application Program Interface (API) in the near future. The Georgia Commission ordered BellSouth to do so by December 31, 1998. BellSouth's proposed API Gateway will provide a pre-ordering interface and an ordering interface, both of which will operate on a machine-to-machine basis, use a common protocol, and therefore be more easily integrated with a competing carrier's own operations support systems.

(i) Lack of Equivalent Access in General

96. BellSouth fails to demonstrate that its CGI-LENS and LENS interfaces provide nondiscriminatory access to OSS pre-ordering functions. In the BellSouth South Carolina Order, we concluded that BellSouth "impeded competing carriers' efforts to connect LENS electronically to their operations support systems and to the EDI ordering interface by not providing competing carriers with the necessary technical specifications and by modifying the types of data provided through the LENS interface." As a result, "unlike BellSouth's retail operation which uses an integrated pre-ordering/ordering interface, competing carriers [could not] readily connect

electronically the LENS interface to either their operations support systems or to BellSouth's EDI interface for ordering, notwithstanding their desire to do so." Instead, competing carriers copied information from the LENS screen and reentered it manually into their own operations support systems and into the EDI ordering interface. In prior orders, we found that the additional costs, delays, and human errors likely to result from this lack of parity "ha[ve] a significant impact on a new entrant's ability to compete effectively in the local exchange market and to serve its customers in a timely and efficient manner." As a result of the failure to provide nondiscriminatory access to OSS pre-ordering functions, we concluded in the BellSouth South Carolina Order that BellSouth had failed to satisfy checklist item (ii). BellSouth made a similar showing in the first BellSouth Louisiana application and we reached the same result.

97. In making our previous determinations, we considered BellSouth's three proposals for overcoming the problem of transferring data from LENS to competing carriers' operations support systems and the EDI ordering interface: (1) Computer Gateway Interface (CGI); (2) development of a software program to extract the data underlying each LENS screen, a process referred to as "hypertext markup language (HTML) parsing;" and (3) "cut and paste." In our previous orders, we concluded that BellSouth did not meet its obligation to provide updated and complete specifications for CGI to competing carriers. We found that this impeded the ability of competing carriers to modify their systems to permit integration. We also rejected the HTML parsing and "cut and paste" methods because each failed to provide equivalent access.

98. We cannot agree with BellSouth's argument that it addresses the issues raised in the BellSouth South Carolina Order and the First BellSouth Louisiana Order by making the CGI-LENS specifications available so that a competing carrier may integrate pre-ordering and ordering functions. At the outset, BellSouth's current CGI-LENS offering, unlike its prior version of CGI, is essentially similar to the HTML parsing that we rejected in the BellSouth South Carolina Order and the First BellSouth Louisiana Order. BellSouth states that, like HTML parsing, the current CGI-LENS would require a competing carrier to deploy software that will extract the desired pre-ordering data from the HTML presentation data stream underlying each LENS screen. As a result, competing carriers using CGI-LENS must "proceed through each of the LENS presentation screens, just as a person using the [LENS] system would." By contrast, BellSouth's retail operation does not face this limitation because its pre-ordering and ordering are already fully integrated. In prior orders, we found with respect to HTML parsing that "[t]his slower, less efficient process puts new entrants at a competitive disadvantage, because it can lead to delays while the customer is on the line and may limit a new entrant's ability to process a high volume of orders."

99. BellSouth does not dispute that CGI-LENS uses the HTML that we have previously found discriminatory; instead, BellSouth claims that our prior concerns with the use of HTML are unfounded. BellSouth states that its current CGI-LENS specification, even though it relies on an underlying HTML data stream, provides competing carriers with nondiscriminatory access to pre-ordering. To support its claim, BellSouth asserts that a competing carrier, OmniCall, has deployed CGI-LENS to obtain access to customer service record (CSR) information. BellSouth also submits a report by Albion International, a firm hired by BellSouth to construct a prototype using CGI-LENS, to demonstrate that competing carriers can integrate LENS pre-ordering functions with EDI ordering using information that has been made available by BellSouth. BellSouth asserts that the Albion project shows that a competing carrier "has sufficient information to build a Common Gateway Interface to BellSouth's pre-ordering systems," and that such a pre-ordering interface could: (1) retrieve a CSR and parse elements of that data; (2) validate a service address and retrieve that data in fully parsed form; (3) obtain and reserve telephone numbers; (4) obtain and utilize interexchange carrier availability data for a particular central office; (5) obtain and utilize features and services data for a particular central office; (6) obtain the next available dispatch date from BellSouth's dispatch appointment scheduling system; and (7) integrate all of these elements with other items input by a competing carrier's service representative to build an EDI order. BellSouth also submits a report by Ernst & Young attesting to BellSouth's assertions concerning, among other things, the Albion

project.

100. In light of the deficiencies in using HTML parsing that we previously identified, BellSouth must demonstrate that these deficiencies do not, in practice, "[put] new entrants at a competitive disadvantage." We agree with the Department of Justice that BellSouth fails to do this. In particular, BellSouth's evidence does not demonstrate that CGI-LENS is "operationally ready, as a practical matter." To evaluate operational readiness, we look to evidence of actual commercial usage of an interface and, in its absence, evidence of carrier-to-carrier testing, independent third-party testing, and internal testing. With respect to actual commercial usage, BellSouth provides no evidence that CGI-LENS has been commercially developed and used by any competing carrier for a purpose other than the limited one of ordering CSR information. Although OmniCall and MCI have attempted to use CGI-LENS to obtain CSR information, it is unclear whether this usage constitutes carrier-to-carrier testing or commercial usage. Whether viewed as testing or commercial usage, the record is clear that MCI and OmniCall's limited use of CGI-LENS to obtain CSR information was not fully successful. Attempts by competing carriers to use CGI-LENS for the limited purposes of obtaining CSR information to populate individual fields of an order and to load this information into their own operations support systems databases have not been successful, because the competing carriers have had to re-key information manually. Moreover, no carrier has sought to integrate all five pre-ordering functions with ordering using CGI-LENS.

101. We are not persuaded that CGI-LENS is operationally ready based on the Albion report and the Ernst & Young report, which BellSouth submits in addition to evidence of OmniCall's usage. Neither report addresses the actual performance of the Albion prototype. There is no evidence in these reports that would enable us to determine, for instance, whether a competing carrier is able to build an integrated interface using CGI-LENS, that is capable of negotiating a service order in substantially the same amount of time as BellSouth's own integrated systems. Nor is there any evidence of volume testing of CGI-LENS. In contrast to this, BellSouth's detailed assertions concerning its operations support systems did address the operational readiness of its LENS, EDI, and EC-Lite interfaces. Evidence concerning the performance of CGI-LENS is necessary to allow us to determine whether CGI-LENS enables new entrants to negotiate a service order while a customer is on line, on the same competitive footing as BellSouth's retail operations.

102. Moreover, the limited scope of the Albion prototype diminishes its potential weight as third-party evidence that CGI-LENS provides nondiscriminatory access to pre-ordering functions. BellSouth contends that the Albion test shows that CGI-LENS provides competing carriers a reasonably affordable option for integrating pre-ordering and ordering functions, stating that Albion completed its project in eight weeks at a total cost of approximately $120,000. The Albion prototype, however, purports to integrate pre-ordering information with ordering functions only for a single category of service order -- new, resale, residential service -- but does not demonstrate how a similar prototype could be developed for other resale services or unbundled network elements. MCI asserts that a considerable amount of additional work would be needed to develop CGI-LENS capabilities for all pre-ordering and ordering activities for residential and business services. Although BellSouth asserts in its reply that the Albion prototype "could be easily and quickly adapted for other types of orders," BellSouth provides no support for its statement. We therefore do not consider the Albion report as showing that competing carriers can integrate pre-ordering and ordering functions for other types of orders, for example, those involving unbundled network elements.

103. We also reject BellSouth's reliance on the EC-Lite pre-ordering interface. BellSouth developed EC-Lite at the request of AT&T and made it available to other competing carriers in December 1997. We agree with the Department of Justice that "BellSouth does not report at all on the performance of its EC-Lite system . . . . and thus we cannot evaluate whether that interface is performing adequately."

(ii) Lack of Equivalent Access to Due Dates

104. We find that BellSouth still fails to offer nondiscriminatory access to due dates, for the reasons set forth in the BellSouth South Carolina Order and the First BellSouth Louisiana Order. In those orders, we found that BellSouth did not offer nondiscriminatory access to competing carriers because competitors, unlike BellSouth's retail operations, cannot be confident that the due date promised to their customers based on information obtained from LENS will be the actual due date that BellSouth assigns to the order when it is processed. We found that competing carriers and BellSouth's retail operations obtained the actual due date at the same point in the process -- after an order is processed in the Service Order Control System (SOCS). This fact did not lead to parity in access to due dates because of significant delays in processing competing carriers' orders which were not experienced by BellSouth's retail operations. BellSouth's reliance on manual processing of orders and manual return of order error and rejection notices led to delays in the delivery of firm order confirmation (FOC) notices to competing carriers. FOC notices, among other things, confirm the actual due date for installation of service. Although BellSouth did not provide data on the timeliness of its delivery of FOC notices to competing carriers in its previous applications, evidence submitted by competing carriers indicated that BellSouth's FOC performance was deficient. For instance, AT&T submitted data showing that, for 38 percent of the orders AT&T submitted in August 1997, BellSouth took longer than 24 hours to return a FOC notice. As a result of such delays, by the time competing carriers' orders are processed, the initial due date determined using LENS may have passed or the relevant central office or work center may no longer be accepting orders for that date. In the BellSouth South Carolina Order, we also expressed concern about claims that the method of calculating initial due dates in LENS, whether used in the inquiry or firm order mode, is discriminatory, although we did not base our decision on this issue.

105. As described in previous orders, BellSouth's systems do not provide competing carriers using LENS, CGI-LENS, or EC-Lite, or BellSouth's retail operations, with actual due dates until orders are processed in SOCS and a FOC notice is generated. This fact does not lead to parity of access because competing carriers still are experiencing significant delays in receiving FOC notices. As a result, just as stated in the BellSouth South Carolina Order and the First BellSouth Louisiana Order, new entrants "cannot be confident that the due date actually provided after the order is processed will be the same date that the new entrants promised their customers at the pre-ordering stage." By contrast, "BellSouth's retail service representatives can be confident of the due dates they quote customers at the pre-ordering stage, because BellSouth does not experience the same delays in processing orders." As we explained in the BellSouth South Carolina Order, "[t]o the customer, the new entrant may appear to be a less efficient and responsive service provider than its competitor, BellSouth" as a result of this disparity in access to due dates.

106. As for the method by which due dates are calculated in LENS, CGI-LENS, and EC-Lite, we acknowledge and commend the progress BellSouth has made in response to our views in the BellSouth South Carolina Order. First, BellSouth states that competing carriers using LENS, CGI-LENS, or EC-Lite now may view the "Quickservice" and "Connect Through" indicators and determine whether a technician must be dispatched to activate a customer's service and, if not, whether the customer's service may be activated in a reduced interval. Previously, competing carriers were required to make this determination manually because the projected service intervals provided to competing carriers using LENS assumed that a technician needed to visit the premises to perform service installation. We also note that, pursuant to an order by the Georgia Commission, BellSouth will add an automatic due date calculation capability to LENS and CGI-LENS beginning in November 1998. Until then, LENS requires competing carriers to calculate due dates manually. Although we must confine our analysis in this order to BellSouth's operations support systems at the time of the application, we will closely examine BellSouth's automatic due date calculation capability in any future application.

(b) Ordering and Provisioning Functions

(i) Order Flow-Through

107. BellSouth fails to make a prima facie showing that it provides nondiscriminatory access to OSS ordering and provisioning functions. As in its previous applications, BellSouth fails to demonstrate that it has achieved parity in order flow-through. In the BellSouth South Carolina and First BellSouth Louisiana Order, we determined that the "substantial disparity between the flow-through rates of BellSouth's orders and those of competing carriers, on its face, demonstrates a lack of parity." A competing carrier's orders "flow through" if they are transmitted electronically through the gateway and accepted into BellSouth's back office ordering systems without manual intervention. Although the Commission has not required a demonstration of order flow-through in its previous decisions under section 271, the Commission 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.

108. We give substantial consideration to order flow-through rates because we believe that they demonstrate whether a BOC is able to process competing carriers' orders, at reasonably foreseeable commercial volumes, in a nondiscriminatory manner. Evidence of flow-through also serves as a clear and effective indicator of other significant problems that underlie a determination of whether a BOC is providing nondiscriminatory access to its operations support systems. Our operations support systems analyses in the BellSouth South Carolina Order and First BellSouth Louisiana Order linked order flow-through with a variety of other deficiencies in a BOC's operations support systems, including: (1) failure to provision orders in a timely manner; (2) failure to provide order status notices electronically; (3) failure to provide competing carriers with complete, up-to-date, business rules and ordering codes; and (4) lack of integration between pre-ordering and ordering functions.

109. Although we recognize and commend BellSouth's efforts to address the deficiencies linked to its flow-through in previous Commission orders, we agree with the Department of Justice that the substantial disparity between the flow-through rates for BellSouth's orders and those of competing carriers, on its face, continues to demonstrate a lack of parity. BellSouth's data show that over 96 percent of BellSouth's residential orders and over 82 percent of its business orders electronically flow through BellSouth's ordering systems and databases. By contrast, in May 1998, only 34 percent of competing carriers' orders submitted through EDI flowed through BellSouth's system. In April 1998, the EDI flow-through rate was 35 percent, and in March 1998, it was 31 percent.

110. BellSouth's EDI flow-through performance has deteriorated since BellSouth filed its previous Louisiana application. The 1998 EDI flow-through figures listed above are lower than the EDI flow-through figures for two of the three months cited in previous orders -- 54 percent for September 1997, 40 percent for August 1997, and 25 percent for July 1997. The deterioration in BellSouth's EDI flow-through performance is especially troubling because, as in previous orders, these flow-through rates are primarily orders for resale of plain old telephone services (POTS), "which should be among the easiest orders to submit and process." Given that these data represent the EDI flow-through performance for a relatively low number of orders, we also believe that the problems BellSouth is experiencing will worsen as order volumes, and the number of complex orders for services other than POTS, increase. Although we noted in previous orders that there may be limited instances in which manual processing is appropriate, we also found that excessive reliance on manual processing, especially for routine transactions, impedes the BOC's ability to provide equivalent access.

111. Moreover, BellSouth does not respond in this application to certain flow-through issues raised in previous orders. BellSouth again presents aggregate flow-through data for both EDI and LENS orders, even though, as in previous applications, BellSouth relies only on its EDI interface to demonstrate that it provides nondiscriminatory access to ordering and provisioning. On reply, however, BellSouth provides disaggregated flow-through data for LENS and EDI.

Although interested parties did not have an opportunity to comment, it appears that this data may not represent a sound comparison of competing carriers' flow-through relative to BellSouth's retail flow-through. In the BellSouth South Carolina Order, we "urge[d] BellSouth . . . in future applications, to sufficiently disaggregate its data to permit analysis of the performance of those interfaces upon which it is expressly relying on in its application." In addition, BellSouth adjusts its flow-through data upward to account for competing carriers' errors based on its own analysis of the error type and party at fault but provides no evidentiary support for its conclusion. BellSouth provides further data on carrier errors on reply. Given the complexity of this data and the fact that interested parties have not had an opportunity to address it, we exercise our discretion to accord the information minimal weight. We do not hold a BOC accountable for flow-through problems that are attributable to competing carriers' errors. In the BellSouth South Carolina Order, however, we rejected BellSouth's assertion that competing carriers' errors are the cause of its low EDI flow-through rates because BellSouth "d[id] not provide credible evidence or explanation" to support its assertion. In this application, BellSouth again fails to provide supporting data or documentation to substantiate its conclusions until the reply round, despite our directions in the BellSouth South Carolina Order that BellSouth provide such information. Moreover, the data previously filed in this proceeding show that all carriers using the EDI interface are experiencing low flow-through rates. As in previous orders, we are unable to accept BellSouth's claims regarding competing carriers' errors in the absence of persuasive evidence to support such claims.

112. BellSouth's own data indicate that in a significant number of cases, the failure of orders to flow through BellSouth's order processing systems cannot be attributed solely to the errors of competing carriers. Even if we accept BellSouth's analysis of competing carriers' errors, the data show that a significant number of EDI orders drop out for manual processing due to other reasons. We describe the flow-through data for one competing carrier, identified as "Carrier No. 9," to illustrate. BellSouth's flow-through data for May 1998 show that it received 622 EDI orders from competing carrier No. 9, 18 of which were automatically rejected. These 18 automatically rejected orders are excluded from the flow-through calculation. Of the remaining 604 orders that BellSouth determined are "valid orders," 170 orders flowed through BellSouth's systems and, according to BellSouth, 67 orders dropped out for manual processing due to competing carriers' errors. In other words, 367 of 604 valid orders dropped out for manual processing for reasons other than the competing carrier's errors, producing a BellSouth-calculated flow-through rate of 31.6 percent. As noted above, the flow-through rates when BellSouth representatives place an order for their own retail operations are 96 percent for residential services and 82 percent for business services. BellSouth itself attributes the significantly lower flow-through rates for competing carriers to causes other than the competitors' errors. The reasons for manual processing could include BellSouth-caused errors or a decision by BellSouth not to provide electronic processing for a particular order type. In any event, these 367 manually processed orders are a substantial factor in the low EDI flow-through rate experienced by this particular carrier, and by BellSouth's own analysis, the manual processing of these orders is not attributable to errors by the competing carrier.

113. BellSouth has failed to correct other deficiencies previously identified as factors contributing to BellSouth's low flow-through rates. As in prior orders, we are unable to determine how many of the errors that BellSouth ascribes to competing carriers result from BellSouth's underlying failure to provide adequate information, such as business rules, concerning how BellSouth's internal systems process orders. We are unable to make such a judgment because, as noted above and in prior orders, BellSouth provides no evidence supporting its claims regarding the causes of order errors.

114. In prior orders, we concluded that BellSouth's practice of returning order error notices to competing carriers manually, rather than electronically via the EDI interface, is not equivalent access because manual processes generally are "less timely and more prone to errors." Among other things, manual processes tend to lead to additional errors, and to lower BellSouth's flow-through rates. In its application, BellSouth states that it has developed a

mechanism to provide competing carriers with electronic error notification via EDI or LENS, which includes a standard set of over 300 error messages. As discussed below, however, BellSouth's own data indicate that more than 80 percent of BellSouth's rejection notices still require manual re-keying. This does not constitute equivalent access.

115. We also found previously that the lack of integration between BellSouth's interfaces for pre-ordering and ordering functions contributed to BellSouth's low flow-through rates. As discussed in the BellSouth South Carolina Order, "[t]his lack of integration requires new entrants manually to re-enter data obtained from the pre-ordering interface into the ordering interface, a process that reasonably can be expected to contribute to errors committed by new entrants." We note that the order flow-through rates for competing carriers using the LENS interface, which provides integrated pre-ordering and ordering functions, generally are higher than EDI flow-through rates, although BellSouth relies exclusively on EDI to show compliance with the requirements of this checklist item. As we conclude above, BellSouth still fails to provide access to integrated pre-ordering and ordering interfaces.

116. In any future application, we would find persuasive evidence showing that the flow-through rates for competing carriers' orders for resale services at reasonably foreseeable demand levels will be substantially the same as the flow-through rates for BellSouth's retail orders. In the absence of such evidence, BellSouth has the burden of showing why its ordering systems for competing carriers nonetheless meet the nondiscriminatory standard, i.e., that its systems provide competing carriers with access to OSS functions that is on par with that which the BOC provides its own retail operations.

(ii) Order Status Notices and Average Installation Intervals

117. In this subsection we address BellSouth's performance results in providing access to ordering functionality. Specifically, we discuss BellSouth's performance in providing order rejection notices, firm order confirmation notices, average installation intervals, completion notices, and order jeopardy notices. As discussed below, each of these measurements provides information on the use of BellSouth's OSS for ordering by competing carriers. For example, when a competitive LEC submits an order, the order is either rejected or accepted. If the order is rejected, the competitive LEC receives a rejection notice from BellSouth. On the other hand, if the order is accepted, the competitive LEC receives a firm order confirmation notice. The timeliness of these notices, including order completion intervals, is crucial to the ability of new entrants to compete effectively.

118. Order Rejection Notices. Timely delivery of order rejection notices directly affects a competing carrier's ability to serve its customers, because such carriers are unable to correct errors and resubmit orders until they are notified of their rejection by BellSouth. In the BellSouth South Carolina Order, we concluded that BellSouth's manual provision of order rejection notices to competing carriers via facsimile failed to meet the standard of nondiscriminatory access. Under the process reviewed in previous orders, BellSouth representatives examined the rejected order for errors and sent a written rejection notice back to the competing carrier via facsimile. In comparison, BellSouth provides its retail operations with the equivalent of order rejection notices through electronic interfaces. We found that BellSouth's manual process for competing carriers led to untimely rejection notices and additional delays and errors in ordering. To address this, BellSouth states that it provides electronic notification of order errors via EDI version 7.0. BellSouth states that this process uses a standard set of more than 300 error messages to allow competing carriers to identify errors, and resubmit their corrected orders to BellSouth.

119. We commend BellSouth for its efforts to address the problems we previously identified with its process for returning order rejection notices to competing carriers. As the Department of Justice points out, however, BellSouth's data demonstrate that its performance on

order rejections is deficient, and that our prior concerns with BellSouth's manual provision of order rejection notices were well-founded. Moreover, BellSouth offers no analysis of its data or any reasoned claim that the data support a finding that BellSouth meets the nondiscriminatory standard. According to AT&T, BellSouth's data "suggest that more than 80 percent of rejection notices [that should be returned electronically] are re-keyed [manually] by BellSouth representatives and then transmitted to the [competing carrier]." Moreover, BellSouth's performance, in terms of the timeliness of rejection information returned to competitors, is worse for these manually re-keyed rejection notices for electronically submitted orders, than for entirely manual orders. In May 1998, for electronically submitted orders for resale residential service, on average region-wide, BellSouth returned a reject notice 1.96 days after it received the order, if the notice was manually re-keyed. Over 37 percent of such notices were returned beyond a 24-hour interval. For entirely manual orders for resale residential service, on the other hand, the average reject notice interval region-wide is 1.61 days, and over 63 percent of such notices were returned beyond a 24-hour interval. The data also indicate that the average time for returning a reject notice for an electronically submitted order for residential resale service was nearly eight days in March and April 1998. As noted above, BellSouth provides electronic notification of order errors to its retail operations. We will look closely at the evidence in any future application to determine whether BellSouth has taken adequate steps to transition to an automated error notice process, and whether BellSouth's performance has improved with respect to the provision of timely and accurate error notices.

120. Firm Order Confirmation (FOC) Notices. Timely return of a FOC notice is critical because it informs the competing carrier of the status of its order by (1) confirming that the order has been accepted, and (2) providing the due date for installation of service. We concluded in the BellSouth South Carolina Order that BellSouth failed to provide nondiscriminatory access to operations support systems because it failed to provide data either for its delivery of FOC notices to competing carriers or for its provision of equivalent information to its retail operations. BellSouth sends a FOC notice to inform a competing carrier that its order has been processed by BellSouth's internal operations support systems and to provide the actual due date for installation of service. We stated that in any future application, we expected BellSouth to submit data to enable a comparison of BellSouth's delivery of FOC notices to competing carriers with its provision of equivalent information to its retail operations, including data for orders that are manually processed.

121. In its application, BellSouth submits performance data showing FOC timeliness, disaggregated by: (1) fully mechanized orders (i.e., orders that flow through); (2) partially mechanized orders that are submitted electronically but require some manual processing; and (3) manually submitted and processed orders. After further consultation, BellSouth submits data that allow us to calculate an overall FOC timeliness figure for mechanized orders.

122. Although we applaud BellSouth's efforts to address the problems that we previously identified, we agree with the Department of Justice that BellSouth's FOC performance continues to be deficient. For the month of May 1998, for electronically submitted orders for resale residential services, on average in Louisiana, BellSouth returned a FOC notice over 18 hours after it received a valid service order, and over 21 percent of such notices were returned beyond a 24-hour interval. The corresponding region-wide figures are 13 hours and over 13 percent. For April and March 1998, BellSouth's FOC performance data are similar to its May figures.

123. BellSouth again provides no data concerning its provision of equivalent information to its retail operations. We stated in the BellSouth South Carolina Order that "the retail analogue of a FOC notice occurs when an order placed by the BOC's retail operations is recognized as valid by its internal OSS." Yet BellSouth fails to provide any data in this regard. As we have done in two previous orders, we reject the argument that a BOC does not have a corresponding FOC notice for its retail operations. We reiterate that, one way for a BOC to demonstrate that it meets the nondiscriminatory standard is to provide data on the timing of its

provision of FOC notices to competing carriers and data on the time it takes its retail operation to receive the equivalent of a FOC notice. Because BellSouth has failed to provide data comparing its delivery of FOC notices to competing carriers with how long it takes BellSouth's retail operations to receive the equivalent of a FOC notice for its own orders, BellSouth has not provided sufficient evidence to demonstrate that it is providing nondiscriminatory access.

124. Average Installation Interval. In the BellSouth South Carolina Order, we concluded that in any future application, we expected BellSouth to provide performance data showing the average interval from when BellSouth first receives an order from a competing carrier to when BellSouth provisions the service requested in that order (average installation interval). In order to permit direct comparisons with BellSouth's retail performance, we also asked BellSouth to provide analogous data for its retail operations.

125. These data are fundamental to a BOC's demonstration of nondiscriminatory access. As the Commission stated in the Ameritech Michigan Order, "[w]ithout data on average installation intervals comparing [the BOC's] retail performance with the performance provided to competing carriers, the Commission is unable to conclude that [the BOC] is providing nondiscriminatory access to OSS functions for the ordering and provisioning of resale." We also believe that nondiscriminatory access means that a BOC must provide services to competing carriers in substantially the same time that it provides analogous retail services. This is important because "it is likely, in a competitive marketplace, that customer decisions increasingly will be influenced by which carrier is able to offer them service most swiftly."

126. We commend BellSouth for providing average installation interval data in its application. BellSouth states that it measures the average installation interval "from [BellSouth's] receipt of a syntactically correct order from the [competing carrier] to [BellSouth's] actual order completion date." BellSouth's measurement is similar to the measurement we proposed in the Performance Measurements NPRM. As the Department of Justice points out, however, the data show that there is a significant disparity between the average installation intervals for competing carriers and for BellSouth's own retail operations. For resale residential service orders that do not require dispatch of a service technician, for instance, BellSouth's region-wide May 1998 average installation interval for competing carriers is 1.79 days, and for itself, 0.89 days. Corresponding figures for April 1998 are 1.63 days for competing carriers and 0.80 days for BellSouth, and for March 1998, 2.06 for competitors and 0.82 days for itself. These data consistently support a general conclusion that BellSouth provides service to competing carriers' customers in twice the amount of time that it provides service to its retail customers. This is not equivalent access.

127. BellSouth provides other performance measurements that are designed to capture more fully the total amount of time that BellSouth takes to provide service, from the perspective of a competing carrier and that of its customer. Three of BellSouth's performance measurements, when added together, measure the total interval of time between BellSouth's receipt of a valid service order and its issuance of a notice to the competing carrier that service has been installed: (1) FOC interval; (2) Average Installation Interval; and (3) Completion Notice Interval. From the customer's perspective, a service is provided when it is installed for the customer's use. Thus, we obtain a more complete representation of BellSouth's provision of service to a competing carrier's customer by adding the first two measurements. A competing carrier, on the other hand, needs to know when it should begin billing the customer for the service. From the competing carrier's perspective, therefore, we obtain a more complete representation of BellSouth's provision of service by adding all three measurements.

128. BellSouth does not provide analogous data on its retail operations for measurements (1) and (3), however, for purposes of comparison. We believe that these analogous time periods are negligible for BellSouth's retail operations. As a result, we expect that the disparity in BellSouth's provision of service, from the perspective of a competing carrier and that of its customer, may be significantly greater than suggested by the comparison set forth above

of measurement (2), the Average Installation Interval data. We noted above that the average interval for returning a FOC is over 18 hours and over 21 percent of FOCs are returned in excess of 24 hours.

129. Completion Notices. In the BellSouth South Carolina Order, we directed BellSouth to provide data showing the average interval from when BellSouth first receives an order to when BellSouth sends an order completion notice to the competing carrier ("average completion interval"). We believe that the "average installation interval" and the "average completion interval" should not differ significantly. As stated in the BellSouth South Carolina Order, "[t]here should not be a material difference in time between the actual installation of service and the competing carrier's receipt of an order completion notice."

130. We agree with the Department of Justice that BellSouth's performance for the provision of completion notices to competing carriers cannot be assessed at this time. BellSouth provides no data showing the "average completion interval," but states that it is currently developing a performance measure for "average completion notice interval." We explained in the BellSouth South Carolina Order that "the receipt of order status notices, including order completion notices, is critical to a competing carrier's ability to monitor orders for resale service both for its own records and in order to provide information to end user customers." We agree with AT&T that, "[u]ntil the [competing carrier] receives a service order completion notice, it does not know that the customer is in service, and it is unable to begin billing the customer for service or to address maintenance problems experienced by the customer." In any future application, we expect BellSouth to show that it provides competing carriers with order completion notices in a timely and accurate manner.

131. Order Jeopardy Notices. After a competing carrier has received a FOC notice with a committed due date for installation of a customer's service, it is critical that the BOC provide the competing carrier with a timely jeopardy notice if the BOC, for any reason, can no longer meet that due date. We found in the BellSouth South Carolina Order that BellSouth failed to meet the nondiscriminatory standard for OSS functions because it provided no service jeopardies (i.e., jeopardy notices for delays caused by BellSouth) to competing carriers.

132. In its application, BellSouth states that it has implemented a process for returning service jeopardies. In this process, reports are run in the SOCS database to produce lists of service jeopardies that are printed both in the BellSouth retail centers and, at the same time, in the Local Carrier Service Center (LCSC). For BellSouth retail, the representative may then call its customer directly with the jeopardy information. For competing carriers, the BellSouth LCSC representative provides the jeopardy information to the competing carrier by facsimile or, if it is near the time of installation, by telephone. The competing carrier may then call its customer with the jeopardy information.

133. We are pleased with BellSouth's progress in providing competing carriers with service jeopardy notification, but the data are insufficient to enable us to determine whether BellSouth is providing such notification in a nondiscriminatory manner. BellSouth submits performance data on its provision of jeopardy notices to competing carriers for only a limited period, the month of May 1998. We will examine any future application closely for sufficient, reliable data to determine whether BellSouth provides jeopardy notices to competing carriers in a timely and accurate manner.

(iii) Ordering Functionality for UNEs

134. Background. As stated in the Ameritech Michigan Order, a BOC must demonstrate that it provides competing carriers with access to OSS functions for resale and access to unbundled network elements. A BOC therefore cannot obtain section 271 entry until it shows that its OSS functions for use of unbundled network elements, as well as for resale, comply with the nondiscrimination requirements. As part of the nondiscrimination requirement

for ordering and provisioning of unbundled network elements that have no retail analogue, a BOC must demonstrate that it offers access "sufficient to provide an efficient competitor a meaningful opportunity to compete." Previously, the Commission has stated that, in examining whether a BOC is meeting this requirement, it would consider whether specific performance standards exist for those functions. The Commission further stated that performance standards established by state commissions would be more persuasive than a standard unilaterally imposed by the BOC.

135. In the BellSouth South Carolina Order, we identified a number of concerns relating to BellSouth's OSS functions for ordering and provisioning of unbundled network elements. In particular, we were concerned with BellSouth's reliance on manual processing of UNE orders and BellSouth's OSS for ordering and provisioning of UNE combinations. We made it clear that BellSouth should address these issues in any future application, even though such issues did not form the basis of our decision in the BellSouth South Carolina Order.

136. Access to OSS Functionality for UNEs. Although BellSouth has improved its ordering systems for UNEs, we do not believe that it has made a prima facie case that its current OSS for ordering UNEs is nondiscriminatory. In its application, BellSouth states that its EDI interface now supports fully mechanized ordering of four network elements, including flow-through capability and return of FOCs and completion notices, and, since implementation of EDI version 7.0 in March 1998, complies with industry standards. The EDI version 7.0 interface allows competing LECs to order four UNEs on a mechanized basis: (1) unbundled loops; (2) unbundled ports; (3) interim number portability; and (4) loop plus interim number portability. BellSouth's EDI version 7.0 also provides firm order confirmations and completion notices on a mechanized basis for ordering of these UNEs. BellSouth also states that directory listings can be ordered electronically using EDI. In addition, BellSouth offers the Exchange Access Control and Tracking ("EXACT") interface. BellSouth's EXACT interface allows competitive LECs the ability to order "infrastructure elements, such as trunking" and is the same interface used by interexchange carriers to order exchange access.

137. We commend BellSouth for its continuing efforts to improve the efficiency of its systems. We believe that the additional ordering functionalities BellSouth has implemented represent significant and important progress in its UNE ordering and provisioning capability. We find, however, that BellSouth fails to demonstrate that its OSS for ordering UNEs meets the nondiscriminatory requirement as discussed below. We also commend BellSouth for implementing industry standards for ordering of UNEs. We recognize the multiple benefits of using industry standards for OSS such as providing nationally-based competing carriers with the ability to have a single interface throughout their service territory, rather than have multiple interfaces unique to a particular BOC. We reiterate, however, that compliance with industry standards may not meet the statutory requirement of providing nondiscriminatory access to OSS functions. Likewise, compliance with industry standards is not a requirement of providing nondiscriminatory access to OSS functions, especially in situations where there is no industry standard (e.g., pre-ordering). In other words, a BOC must provide nondiscriminatory access to its OSS functions irrespective of the existence of, or whether it complies with, industry standards.

138. Manual Intervention As discussed above, BellSouth fails to demonstrate that it provides nondiscriminatory access to the ordering functionality over the EDI version 7.0 interface for resale. For the same reason, we find that BellSouth fails to demonstrate that it processes orders for UNEs in a nondiscriminatory manner. In particular, BellSouth does not disaggregate competing LECs' flow-through orders for UNEs placed over the EDI interface. This level of disaggregation is necessary to evaluate whether BellSouth can process UNE orders placed over the EDI interface. In future applications, we expect BellSouth to address the degree of manual intervention for UNE orders and whether BellSouth's ordering interface for UNEs meets the nondiscriminatory requirement.

139. In addition, we conclude that BellSouth has not adequately supported its claim that its EDI interface has sufficient capacity to meet reasonably foreseeable demand. In support of

that claim, BellSouth states that the EDI interface has undergone internal testing, which incorporated recommendations by IBM, and carrier to carrier testing. BellSouth also states that it did not perform any internal testing of the EXACT interface because of the existence of actual commercial usage by interexchange carriers. It is unclear to what extent BellSouth's internal testing and carrier-to-carrier testing of EDI was for ordering resale services versus UNEs.

140. BellSouth's internal testing results do not address whether the ordering functionality for UNEs is nondiscriminatory. In particular, BellSouth fails to provide any end to end testing of its interfaces for UNEs. Given the low volume of actual commercial usage, it is crucial to have testing results that provide reliable and predictable results of how BellSouth's systems would respond to actual commercial usage. In the absence of evidence of either adequate testing or commercial usage, we cannot conclude that BellSouth has demonstrated that its OSS for ordering UNEs is in compliance with our rules.

141. UNE Combinations. We agree with the Department of Justice that it is critical that competitive LECs have the ability to enter the local exchange market through the use of combinations of UNEs. A number of parties comment that BellSouth does not accept orders for combinations of UNEs even when the competitive LEC asks to perform the combining. We remain concerned that BellSouth does not provide competitive LECs the ability to order combinations of UNEs where the competitive LEC performs the combining. Based on this record, it is unclear whether competitive LECs can order and designate the specific elements they wish to combine. In future applications, we expect BellSouth to explain clearly the method by which competitive carriers can order UNEs that the competitive LECs plan to combine at cost-based rates under section 252(d)(1).

142. Other UNE Ordering Issues. We find that BellSouth fails to demonstrate that the ordering process it offers to competitive LECs for interim number portability, complex directory listings, and split accounts meets the nondiscriminatory requirement. A number of commenters argue that BellSouth has failed to provide nondiscriminatory access to the ordering function for UNEs. For example, AT&T claims that BellSouth has impeded its ability to enter the local exchange market. AT&T claims that BellSouth has impeded its entry through AT&T's Digital Link ("ADL") by failing to provide a means for ordering effectively split accounts, complex directory listings, and interim number portability. Commenters assert, and BellSouth does not dispute, that orders for UNE "split accounts" (i.e., orders that switch some, but not all, of a customer's lines to a competing carrier) must be ordered manually.

143. AT&T states that it currently must fax orders for "split accounts" and that this "substantially hinders AT&T's market entry" for ADL service. MCI estimates that "split accounts" could amount to more than 50 percent of its orders when its begins ordering UNEs via EDI. BellSouth responds to AT&T's complaints regarding ADL by stating that it has provided business rules to allow AT&T to order manually "subsequent partial migrations" beginning on July 17, 1998. In light of the evidence of substantial demand for UNE "split accounts," we question BellSouth's ability to process anticipated volumes of such orders given its reliance on manual processing.

144. We expect that, in any future application, BellSouth will demonstrate that the ordering process it offers to competitive LECs meets the nondiscriminatory requirement. In particular, BellSouth should provide evidence that it offers ordering functionality for UNEs, including complex directory listings, split accounts, and number portability, that provides an efficient competitor a meaningful opportunity to compete based on reasonably foreseeable demand.

(c) Maintenance and Repair

(i) Background

145. In addition to providing nondiscriminatory access to OSS capabilities for pre-ordering, ordering, and provisioning, BellSouth is obligated to provide competing carriers with nondiscriminatory access to its repair and maintenance systems. BellSouth must furnish competitors with equivalent access to all repair and maintenance OSS functions that BellSouth provides to itself. BellSouth must provide this access in a way that permits its competitors to perform such OSS functions "in substantially the same time and manner" as BellSouth. These systems are necessary for competitive LECs to access network information and diagnostic tools that allow them to assist customers who experience service disruptions. Competitive LECs who offer service via resale or unbundled components of BellSouth's network must have access to BellSouth's repair and maintenance systems in order to diagnose and solve customer trouble complaints. Because problems with BellSouth's network appear to competitive LEC customers as problems with the competitive LEC's network, a competitive LEC's inability to access and utilize BellSouth's maintenance and repair functions would have a severe anticompetitive effect.

(ii) Discussion

146. We conclude that BellSouth has failed to demonstrate that it provides nondiscriminatory access to repair and maintenance OSS functions. BellSouth contends that it offers three different interfaces in order for competitors to access its repair and maintenance systems. The repair and maintenance OSS functions used by competing carriers to access BellSouth's systems are analogous to those functions used by BellSouth itself in its retail operations. BellSouth is thus obligated to provide competing carriers with access "equivalent to the access [BellSouth] provides itself." Because BellSouth itself accesses repair and maintenance functions electronically, it is required to provide competitors with electronic access as well. The electronic access provided by BellSouth must allow competing carriers to perform repair and maintenance OSS functions in "substantially the same time and manner" as BellSouth performs such functions for its own customers.

147. BellSouth has submitted performance measurements as evidence that it gives competitive LECs nondiscriminatory access to its repair and maintenance systems. These measures do not, however, provide information on which of the three different repair and maintenance interfaces offered by BellSouth are reflected in the measurements. For example, BellSouth contends that thirty competitive LECs have used the Trouble Analysis and Facilitation Interface (TAFI), but it does not indicate which performance measures establish that competitors are able to use TAFI to gain nondiscriminatory access to BellSouth's repair and maintenance systems. Moreover, we do not rely solely on the lack of adequate performance measures to conclude that BellSouth fails to provide nondiscriminatory access to its repair and maintenance OSS functions. Rather, we are concerned that those performance measurements that BellSouth does provide show "indications of poor performance" by those systems, suggesting that competitors may not be gaining nondiscriminatory access. For example, competitive LEC resold business orders requiring dispatch of repair crews took nearly 40 percent more time to complete than BellSouth's own retail business orders. Because timely repair of a business's telephone lines can be crucial to the ability of that business to operate, we consider the timely resolution of competitive LEC business customer trouble reports to be extremely important. This measurement indicates that BellSouth is responding to its own customers' trouble complaints more efficiently than it responds to complaints of competitors' customers. In addition, competitive LEC business customers had repeat trouble reports as much as 97 percent more often than BellSouth's own business customers in the case of resold business lines. This measure indicates that BellSouth is providing inferior maintenance support in the initial resolution of trouble reports.

148. BellSouth contends that it makes several different repair and maintenance interfaces available to permit competitive LECs to interact with BellSouth's own system. BellSouth has not, however, satisfied its obligation to provide OSS access on a nondiscriminatory

basis, i.e., in a manner that permits competitive LECs to provide service to their customers at a level that matches the quality of service provided by BellSouth to its own customers. As we discuss below, none of BellSouth's repair and maintenance interfaces provide competitors with OSS functionalities equivalent to BellSouth's own capabilities.

149. TAFI. First, BellSouth provides competitors with access to its Trouble Analysis Facilitation Interface, or TAFI. TAFI, the system used by BellSouth's own retail representatives for business and residential repair and maintenance, is the most widely used by competing carriers. BellSouth contends that competitive LECs using TAFI are able to enter trouble reports, obtain repair commitment times, and check on the status of previously entered reports "in the same way BellSouth retail service representatives do." We conclude that TAFI does not provide nondiscriminatory access because it cannot be used for all types of services. Commenters also contend that TAFI is discriminatory because it does not offer competitors the ability to integrate their own back office systems with the TAFI system. TAFI is not an industry standard interface, but rather a BellSouth proprietary interface.

150. BellSouth has not provided evidence that its TAFI interface permits competitors to process customer repair and maintenance complaints for all types of services. For example, AT&T contends that TAFI can process only UNEs that have telephone numbers assigned to them, such as ports. TAFI can also process repair and maintenance requests for POTS resale. All other types of repair and maintenance inquiries, for unbundled loops for example, simply drop out of the system. MCI similarly contends that TAFI cannot be used for unbundled loops, switching, transport, or dark fiber. BellSouth itself has no such limitation on the types of its services its TAFI system can process. The effect of the limitation BellSouth places on its TAFI interface is to force competitors using TAFI to build a second interface to handle order types that TAFI is incapable of processing. Because TAFI does not provide new entrants with the ability to access BellSouth's repair and maintenance systems for all of the types of services that BellSouth is able to access itself, BellSouth's TAFI interface does not satisfy BellSouth's obligation to provide OSS parity to new entrants.

151. We also note that BellSouth concedes that it derives superior integration capabilities from TAFI than the capabilities offered to competitors. BellSouth states that TAFI is a "human to machine interface," meaning that new entrants using TAFI cannot integrate it with the entrant's own back office systems. As a practical matter, this requires competitors to take information from the TAFI system and manually re-enter it into their own computer system, and vice versa. Thus, an MCI customer service representative taking a report of a service outage from an MCI customer must complete a trouble ticket in MCI's own computer system, and then duplicate the effort by completing a second trouble ticket in the TAFI system for submission to BellSouth. BellSouth, on the other hand, is able to take advantage of its own TAFI system's capability of "automatically interacting with other internal systems as appropriate" and its customer service representatives need not duplicate their efforts in the same way. In other words, TAFI is integrated with BellSouth's other back office systems.

152. We do not here conclude that TAFI's lack of integration per se fails to constitute nondiscriminatory access, although we do believe BellSouth would provide a more complete opportunity to compete if it offered competitive LECs an integrated system with the same functionalities available to BellSouth's own service representatives. BellSouth's application and supporting documents provide insufficient evidence that TAFI otherwise satisfies BellSouth's obligation to provide nondiscriminatory access to its repair and maintenance OSS functions. Because BellSouth fails to provide sufficient evidence that its TAFI interface gives competitors nondiscriminatory access to BellSouth's repair and maintenance capabilities, TAFI does not satisfy BellSouth's checklist obligations.

153. T1/M1 IXC Interface/EC-CPM. Second, BellSouth contends that it makes the same repair and maintenance interface used by interexchange carriers (IXC) available to competitive LECs. BellSouth's IXC trouble reporting system, the T1/M1 interface, is a machine-

to-machine interface that delivers trouble tickets to BellSouth's Work Force Administration (WFA) system. This interface works only for "designed," i.e., circuit ID-based, systems such as complex private line services and interconnection trunking. BellSouth contends that competitive LECs can also use its Exchange Carrier-Common Presentation Manager (EC-CPM) for designed (i.e. circuit-ID based) resale services and UNEs. BellSouth notes that no competitive LECs are using either of these interfaces.

154. We conclude that BellSouth's T1/M1 interface does not provide new entrants with nondiscriminatory access to BellSouth's OSS functions. We agree with AT&T that the T1/M1 interface, which was not designed for local service, and provides no flow through into BellSouth's legacy repair and maintenance systems, does not provide parity with the systems that BellSouth uses itself. As such, any trouble reports for retail services will fall out for manual processing, because this interface can only handle access services. Because the interface only works with designed services, new entrants using this interface would be relegated to phoning BellSouth to report trouble for a customer served by UNEs, whereas BellSouth would be able to use its legacy system for electronic processing of trouble reports from its own retail customers.

155. In addition, EC-CPM does not satisfy BellSouth's obligation to provide a nondiscriminatory repair and maintenance OSS interface. Although BellSouth contends that competitive LECs could use its EC-CPM interface for "designed resale and UNEs," it presents no evidence that this interface offers competitors the ability to access the same repair and maintenance functionalities as BellSouth provides itself. BellSouth has also failed to provide any evidence of either commercial usage or the operational readiness of this interface, and thus has failed to demonstrate that EC-CPM provides nondiscriminatory OSS access.

156. ECTA. Third, BellSouth contends that its Electronic Communication Trouble Administration (ECTA) interface offers nondiscriminatory access to BellSouth's OSS system. ECTA is a T1/M1 standard machine-to-machine interface for local exchange trouble reporting and notification that supports both resale and UNEs. BellSouth avers that ECTA supports both telephone number and circuit-identified resold services and UNEs.

157. We conclude that ECTA as provided by BellSouth does not provide parity to competitors seeking to access BellSouth's repair and maintenance OSS functions. Although BellSouth correctly points out that ECTA is a T1/M1 industry-standard interface, BellSouth concedes that its own legacy TAFI system "is superior to the limited functionality supported by the industry standard for trouble reporting." Thus, for example, competitive LEC customer service representatives using the ECTA interface cannot correct as many service problems while on line with the customer as BellSouth's service representatives. In addition, despite TAFI's limitations described above, TAFI still permits customer service representatives to conduct a larger number of line tests than ECTA. The ability to correct trouble reports while on line with the customer is a crucial competitive advantage, as revealed by BellSouth's own figures which indicate that it corrects upwards of 85 percent of its own non-designed service trouble reports while its customer is still on the line. A new entrant that is unable to provide such instantaneous trouble resolution services to its customers cannot compete effectively with BellSouth which has the capability of resolving many trouble complaints while their customers are still on the line. As such, BellSouth has not satisfied its obligation to provide a nondiscriminatory OSS interface for repair and maintenance functions.

(d) Billing

158. BellSouth's OSS obligations also extend to the provision of nondiscriminatory access to billing functions. Without access to billing information, competitors will be unable to provide accurate and timely bills to their customers. BellSouth is obligated to provide competitors with complete and accurate reports on the service usage of competitors' customers in the same manner that BellSouth provides such information to itself.

159. In our discussion of unbundled local switching, we address deficiencies with BellSouth's billing processes as they relate to switch functionalities. In the context of billing interfaces, MCI contends that BellSouth does not provide daily usage information for all of MCI's customers. Specifically, MCI contends that BellSouth provides usage information only for MCI's measured-rate customers, i.e., those customers who are billed based on actual minutes of usage. MCI contends that it needs information on its non-measured rate customers "so that MCI will know if a particular customer would be better off becoming a measured-rate customer and can advise the customer of this fact."

160. We conclude that BellSouth has failed to provide sufficient evidence that it has complied with its obligation to provide competitors with nondiscriminatory access to billing information. We conclude, as MCI contends, that BellSouth is obligated to provide its competitors with access to the information on customer usage that competitors request and that is technically feasible to provide. BellSouth is currently not providing carriers with usage data for flat rate calls, which prevents competitors from marketing and offering calling plans based on flat rate usage. In addition, as discussed in further detail in our discussion of switching, BellSouth did not, at the time it filed this application, provide access usage data to competitors for exchange access, thus preventing competitors from billing IXCs for such services. Finally, BellSouth does not currently provide competitors with billing data for intrastate access services. Although BellSouth commits to provide such records by October 31, 1998, and to "work with [competitive] LECs to develop an alternative compensation process" in the meantime, BellSouth has not met its OSS obligations until such time as it provides these records to competitors. Competing carriers unable to provide their customers with complete and accurate bills for all services they offer because of BellSouth's failure to provide complete and accurate billing information are at a competitive disadvantage.

b. Combining Network Elements

(1) Background

161. As previously stated, item (ii) of the competitive checklist, requires that a section 271 applicant show that it offers "[n]ondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1)." Section 251(c)(3) requires the incumbent LEC to "provide, to any requesting telecommunications carrier . . . nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms, and conditions that are just, reasonable, and nondiscriminatory . . . ." Section 251(c)(3) further provides that an incumbent LEC "shall provide such unbundled network elements in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service."

162. In the Local Competition Order, the Commission concluded that, except where technically infeasible, section 251(c)(3) requires incumbent LECs to provide new entrants with access to network elements in a manner that is "at least equal-in-quality to that which the incumbent LEC provides to itself." The Commission held that "any requesting carrier may choose any method of technically feasible . . . access to unbundled elements," including, but not limited to, physical or virtual collocation. The Commission also ruled that new entrants may provide telecommunications services wholly through the use of unbundled network elements purchased from incumbent LECs, without using any facilities of their own. The Eighth Circuit upheld these holdings and rules. The court vacated the Commission's rules requiring incumbent LECs to combine network elements for new entrants and barring incumbent LECs from separating network elements that were already combined in the incumbent LECs' networks. The court stated, however, that incumbent LECs must offer network elements in a nondiscriminatory manner that allows new entrants to combine them to provide a finished telecommunications service.

163. In the BellSouth South Carolina Order, we held that, in order to satisfy item (ii) of

the competitive checklist, BellSouth had to demonstrate that, as a legal and practical matter, it could make access to unbundled network elements available in a manner that allows competing carriers to combine them. The Commission found that BellSouth had failed to satisfy this standard because BellSouth's SGAT lacked definite terms and conditions for collocation -- the only method that BellSouth proposed for use by new entrants in combining unbundled network elements. The Commission further concluded that BellSouth had failed to demonstrate, through either actual commercial usage or testing, that it could deliver unbundled network elements in a timely fashion to new entrants' collocation space for the purpose of being combined, and that the provision of those elements would be at an acceptable level of quality. The Commission also was concerned that BellSouth had failed to provide sufficient information on whether it would provide virtual collocation in a manner that permits new entrants to combine unbundled network elements.

(2) Discussion

164. Based on our review of the record, we conclude that BellSouth does not demonstrate that, as a legal and practical matter, it can make access to unbundled network elements available in a manner that satisfies the requirements of section 251(c)(3), as incorporated in section 271. BellSouth fails to make a prima facie showing that it can provide nondiscriminatory access to unbundled network elements through the one method that it has identified for such access -- collocation. BellSouth's collocation offerings in Louisiana contain the same defects as the collocation arrangements that the Commission found deficient in the BellSouth South Carolina Order. In addition, we find that BellSouth can not limit a competitive carrier's choice to collocation as the only method for gaining access to and recombining network elements.

165. BellSouth contends that its physical and virtual collocation offerings satisfy the requirement for nondiscriminatory access to network elements, and that section 251(c)(3) does not require it to provide new entrants with any other method for combining elements. For the same reasons stated above in our discussion of BellSouth's collocation offering for the purpose of interconnection, we find that BellSouth has not met its burden of proving that its collocation offering satisfies the requirements of section 251(c)(3). Specifically, BellSouth's SGAT does not provide new entrants with the requisite definite, concrete, and binding terms and conditions for collocation. In addition, we concur with the Department of Justice and commenters that BellSouth fails to show, through either commercial use or testing, that it can provide access to network elements through collocation in a timely and reliable manner that would allow new entrants to recombine network elements to meet reasonable foreseeable demand.

166. In demonstrating availability of a checklist item, evidence of actual commercial usage of that item is most probative, but a BOC also may submit evidence such as carrier-to-carrier testing, independent third party testing, and internal testing to demonstrate its ability to provide a checklist item. BellSouth makes no showing that there is actual commercial usage of collocation anywhere in Louisiana or even in its region for the purpose of recombining unbundled network elements as contemplated in section II.F. of the SGAT, nor does it submit any evidence on any type of testing of its collocation offerings for this purpose. As MCI observes, BellSouth's bare statement that it anticipates no problem because its own loops are connected to its switch by cross-connects is insufficient. The process of combining network elements through collocation would involve many more cross-connects and require BellSouth to accept, coordinate, and deliver orders for various network elements in a rapid and reliable manner for combination by new entrants at unprecedented volumes in order to accommodate widespread competition. To the extent BellSouth contends that it has no obligation to test the efficacy of its collocation arrangement for the combination of network elements because it is the new entrant rather than BellSouth that will accomplish the combination, BellSouth is incorrect. BellSouth must prove the efficacy of its collocation arrangement in order to demonstrate that, as a legal and practical matter, BellSouth can "provide . . . unbundled network elements in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications

service" and in a manner that allows competitors to accommodate both current and projected demand for unbundled network elements and combinations of unbundled network elements. BellSouth's refusal to heed the requirement, explicitly stated in the BellSouth South Carolina Order, that BellSouth provide such proof through either commercial usage or testing is grounds for denial of BellSouth's section 271 application.

167. Accordingly, we conclude that BellSouth fails to demonstrate that, as a legal and practical matter, it can make available access to unbundled network elements through collocation in a manner that allows new entrants to combine network elements and provide competitive service on a widespread basis. BellSouth therefore does not satisfy the requirement of item (ii) of the competitive checklist for nondiscriminatory access to unbundled network elements.

168. In addition, BellSouth's offering in Louisiana of collocation as the sole method for combining unbundled network elements is inconsistent with section 251(c)(3). Competitive carriers are entitled to request any other "technically feasible" methods of gaining access to and combining unbundled network elements that are consistent with the holdings of the Eighth Circuit. In enacting sections 251(c)(3) and section 251(c)(6), Congress established two separate provisions that impose distinct duties on incumbent LECs in providing access to their networks. Section 251(c)(6) imposes an obligation of incumbent LECs "to provide, on rates, terms and conditions that are just, reasonable, and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements. . . [.]" Section 251(c)(6) was designed to clarify the authority of the Commission to require physical collocation in light of an earlier decision by the court of appeals that the Commission lacked such authority. Section 251(c)(3) imposes a separate obligation on the incumbent LEC to provide "nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms, and conditions that are just, reasonable, and nondiscriminatory." Section 251(c)(3) also specifies that incumbent LECs shall provide unbundled network elements "in a manner that allows requesting carriers to combine such elements in order to provide . . . telecommunications service." Nothing in the language of section 251(c)(3) limits a competing carrier's right of access to unbundled network elements to the use of collocation arrangements. If Congress had intended to make collocation the exclusive means of access to unbundled network elements, it would have said so explicitly. Instead, Congress adopted an additional requirement under section 251(c)(3) that imposes different and distinct duties on incumbent LECs.

169. Our rules implementing sections 251(c)(3) also make clear that incumbent LECs can not offer collocation as the sole method for gaining access to and combining unbundled network elements. Section 51.321 of the Commission's rules states that technically feasible methods of access to unbundled network elements "include, but are not limited to," physical and virtual collocation at the incumbent LECs' premises. Similarly, in section 51.5, the Commission defined "technically feasible" with reference to collocation "and other methods of achieving interconnection or access to unbundled network elements." The Eighth Circuit decision did not disturb either section 51.5 or section 51.321, and these rules therefore remain in full effect.

170. The Eighth Circuit decision also upheld the Commission's interpretation of section 251(c)(3) that allows requesting carriers to obtain the ability to provide finished telecommunications services entirely by acquiring access to the unbundled elements of an incumbent LEC's network. Because collocation requires competitors to provide their own equipment, it appears that BellSouth's collocation requirement may be inconsistent with the Eighth Circuit decision insofar that it upheld our rules permitting competing carriers to provide telecommunications services completely through access to the unbundled elements of an incumbent LEC's network. Accordingly, we find that an incumbent LEC can not limit a competitive carrier's choice to collocation as the only method for gaining access to and recombining network elements.

3. Checklist Item 3 -- Poles, Ducts, Conduits, and Rights-of-Way

a. Background

171. Section 271(c)(2)(B)(iii) requires BOCs to provide "[n]ondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by the [BOC] at just and reasonable rates in accordance with the requirements of section 224." In the Local Competition First Report and Order, the Commission interpreted section 251(b)(4) as requiring nondiscriminatory access to LEC poles, ducts, conduits and rights-of-way for competing providers of telecommunications services in accordance with the requirements of section 224. In addition, we have recently interpreted the revised requirements of section 224 governing rates, terms and conditions for telecommunications carriers' attachments to utility poles in the Pole Attachment Telecommunications Rate Order.

172. Section 224(f)(1) states that "[a] utility shall provide a cable television system or any telecommunications carrier with nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by it." Notwithstanding this requirement, section 224(f)(2) permits a utility providing electric service to deny access to its poles, ducts, conduits, and rights-of-way, on a nondiscriminatory basis, "where there is insufficient capacity and for reasons of safety, reliability and generally applicable engineering purposes."

173. Section 224 also contains two separate provisions governing the maximum rates that a utility may charge for "pole attachments." Section 224(b)(1) states that the Commission shall regulate the rates, terms, and conditions governing pole attachments to ensure that they are "just and reasonable." Notwithstanding this general grant of authority, section 224(c)(1) states that "[n]othing in [section 224] shall be construed to apply to, or to give the Commission jurisdiction with respect to the rates, terms, and conditions, or access to poles, ducts, conduits and rights-of-way as provided in [section 224(f)], for pole attachments in any case where such matters are regulated by a State." As of 1992, nineteen states, including the state of Louisiana, had certified to the Commission that they regulated the rates, terms, and conditions for pole attachments.

b. Discussion

174. We find that BellSouth demonstrates that it is providing nondiscriminatory access to its poles, ducts, conduits, and rights-of-way at just and reasonable rates, terms and conditions in accordance with the requirements of section 224, and thus has satisfied the requirements of checklist item (iii). Specifically, BellSouth makes a prima facie showing that it has established nondiscriminatory procedures for: (1) evaluating facilities requests pursuant to section 224 of the Act and the Local Competition Order; (2) granting competitors nondiscriminatory access to information on facilities availability; (3) permitting competitors to use non-BellSouth workers to complete site preparation; and (4) compliance with state and federal rates.

175. Based upon our review of the SGAT and interconnection agreements, we conclude that BellSouth has a concrete and specific legal obligation to provide nondiscriminatory access to poles, ducts, conduits and rights-of way.

176. Evaluation of facilities requests. First, BellSouth has established nondiscriminatory procedures for evaluating facilities requests pursuant to section 224 of the Act. Consistent with the Commission's regulations implementing section 224, we conclude that BellSouth must provide competing telecommunications carriers with access to its poles, ducts, conduits, and rights-of-way on reasonable terms and conditions comparable to those which it provides itself and within reasonable time frames. Procedures for an attachment application should ensure expeditious processing so that "no [BOC] can use its control of the enumerated facilities and property to impede, inadvertently or otherwise, the installation and maintenance of telecommunications . . . equipment by those seeking to compete in those fields." Pursuant to the Commission's rules, BellSouth must deny a request for access within 45 days of receiving such a request or it will

otherwise be deemed granted. If BellSouth denies such a request, it must do so in writing and must enumerate the reasons access is denied, citing one of the permissible grounds for denial discussed above.

177. BellSouth has made a prima facie showing of compliance with the requirements set forth above. BellSouth demonstrates that it utilizes a standard license agreement for access to poles, conduits, ducts, and rights of way, which outlines specific terms and conditions. BellSouth also commits to inform competitors within 45 days if facilities are not available. In addition, BellSouth provides a "user's guide" to assist competitive LECs in preparing application forms, and BellSouth handles all applications on a first-come, first served basis. BellSouth further commits to inform competitive LECs of the precise date when any necessary make-ready work can be completed, and to complete the necessary provisioning work "in a nondiscriminatory manner . . . ."

178. BellSouth avers that it "does not and will not favor itself over other carriers when provisioning access to poles, ducts, conduits and rights-of-way." In its SGAT, BellSouth commits to provide competitive LECs with "access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights of way . . . ." BellSouth's SGAT further establishes definite technical specifications for competitive LECs to follow in installing and maintaining their facilities. Competitive LECs and BellSouth conduct site surveys at mutually agreed upon times and locations, and BellSouth does not reserve space for itself or give itself a preference when assigning space. BellSouth further commits to nondiscriminatory provisioning of competitive LEC requests and states that "[w]ork requested by a [competitive] LEC is treated identically to work requested by BellSouth itself." Based on this information, we cannot accept Sprint's assertion that BellSouth's "first-come, first-served" policy for acting on pole space requests allows BellSouth to put itself at the front of the line when provisioning requests. Finally, BellSouth avers that it will not charge competitive LECs for "any changes that are made to meet BellSouth's needs." BellSouth's SGAT and affidavits provide a prima facie showing that BellSouth has nondiscriminatory application procedures in place. We note that no commenter contends that BellSouth discriminates against competitors in the application process.

179. We reject Sprint's assertion that BellSouth cannot demonstrate compliance with checklist item (iii) because BellSouth has only completed make-ready work for competitive LECs in Louisiana, and no such LECs have yet occupied space on or in BellSouth's facilities. Contrary to Sprint's contention, BellSouth is not obligated to wait until competitive LECs have finished the process of installing their equipment before BellSouth can demonstrate compliance with checklist item (iii). Rather, BellSouth has shown that it has the procedures and policies in place to satisfy the requirements of this checklist item.

180. Access to facilities information. BellSouth has made a prima facie showing that it provides competitors with nondiscriminatory access to information concerning its facilities. In the Local Competition First Report and Order, the Commission concluded that terms and conditions imposed by BOCs on facilities access "must be applied on a nondiscriminatory basis." In order to comply with this requirement, BellSouth must give competitors nondiscriminatory access to information about its facilities. Access to maps and similar records is crucial for competitors who wish to utilize BellSouth facilities and need information about the location and functionalities of such facilities. BellSouth commits in its SGAT to provide "access to relevant plats, maps, engineering records and other data" upon receiving a bona fide request for such information. BellSouth further commits to providing competitive LECs with access to engineering records within five business days of a competitor's request for such information. We reject AT&T's contention that a five business day waiting period for competitors is discriminatory, when BellSouth has instant access to engineering information. We believe this disparity in time is reasonable in the specific context presented here, given that BellSouth needs to redact its records to protect proprietary information.

181. Choice of workforce. BellSouth has satisfied its statutory obligation to permit attaching parties to use the individual workers of their choice to perform any make-ready or other work necessary for the attaching of their facilities, so long as those workers have the same qualifications as BellSouth's own workers. BellSouth permits competitive LECs to utilize their own contractors, provided such contractors are "BellSouth-certified." We interpret BellSouth's statement that it allows "BellSouth-certified" contractors to do make-ready work to mean that BellSouth will comply with the obligations established by the Commission in the Local Competition Order that utilities allow competitors to utilize workers with "the same qualifications, in terms of training, as the utility's own workers." We expect that BellSouth will not use its "certification" process to discriminate against competitors by delaying their ability to commence facilities work.

182. Rates. BellSouth has submitted prima facie evidence that its rates comport with the requirements of the checklist. Currently, BellSouth would satisfy its duty under checklist item (iii) to provide nondiscriminatory access to its poles, ducts, conduits, and rights-of-way at "just and reasonable" rates if it charges attaching entities a rate for pole attachments used in the provision of telecommunications service that complies with the rate methodology set forth in section 224(d)(1), and that is uniformly applied to all telecommunications carriers. After February 8, 2001, however, a rate for pole attachments used to provide telecommunications service is just and reasonable if the rate for such attachment complies with the Commission's regulations implementing the requirements of section 224(e), and is uniformly applied to all telecommunications carriers. Thus, BellSouth may favor neither itself nor any particular attaching entity in establishing the applicable rate for pole attachments.

183. BellSouth states that its fees for attachments are "consistent with Sections 224(d)(1) and (e) of the Act and the FCC rules promulgated thereunder, as well as the rates established by the state commissions, and negotiated rates." Given BellSouth's statement that its rates comply with the requirements of section 224 of the Act, as well as rate decisions of the Louisiana Commission, we conclude that BellSouth has satisfied the requirement of checklist item (iii) that it provide just and reasonable rates.

4. Checklist Item 4 -- Unbundled Local Loops

a. Background

184. Section 271(c)(2)(B)(iv) of the Act, item (iv) of the competitive checklist, requires that BellSouth offer "[l]ocal loop transmission from the central office to the customer's premises, unbundled from local switching or other services." The Commission has defined the loop as "a transmission facility between a distribution frame, or its equivalent, in an incumbent LEC central office, and the network interface device at the customer premises." The definition includes different types of loops, for example, "two-wire and four-wire analog voice-grade loops, and two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals."

185. The local loop is an unbundled network element that must be provided on a nondiscriminatory basis pursuant to section 251(c)(3). In order to provide nondiscriminatory access to unbundled loops, the BOC must be able to deliver unbundled loops, of the same quality as the loops that the BOC uses to provide service to its own customers, to the competing carrier within a reasonable timeframe and with a minimum of service disruption.

186. As described in the discussion of checklist item (ii), competing carriers must have nondiscriminatory access to the various functions of the BOCs' OSS in order to obtain unbundled loops in a timely and efficient manner. One way that a BOC can demonstrate compliance with this checklist item is by submitting performance data such as the time interval for providing unbundled loops and whether due dates are met.

187. A BOC must provide access to any functionality of the loop requested by a competing carrier unless it is not technically feasible to condition the loop facility to support the particular functionality requested. In order to provide the functionality requested, such as the ability to deliver ISDN or xDSL, the BOC may have to take affirmative steps to condition existing loop facilities to enable requesting carriers to provide services not currently provided over such facilities. The BOC must provide competitors with access to unbundled loops regardless of whether the BOC uses integrated digital loop carrier (IDLC) technology or similar remote concentration devices for the particular loop sought by the competitor.

188. A BOC must provide cross-connect facilities between an unbundled loop and a requesting carrier's collocated equipment on terms and conditions that are reasonable and nondiscriminatory under section 251(c)(3). The Commission also required incumbent LECs to provide requesting carriers access to unbundled network interface devices so that the requesting carrier may connect its own loop facilities at that point.

b. Discussion

189. We find that BellSouth fails to demonstrate that it provides local loop transmission, unbundled from local switching or other services in accordance with our rules. BellSouth demonstrates that it has a legal obligation to provide unbundled local loops on terms and conditions consistent with our rules. We conclude, however, that BellSouth fails to make a prima facie showing that it offers unbundled local loop transmission in a nondiscriminatory fashion.

190. Based upon our review of the SGAT and interconnection agreements, BellSouth has a concrete and specific legal obligation to provide nondiscriminatory access to unbundled local loops. BellSouth states that it makes local loop transmission available on an unbundled basis in compliance with section 271 through its SGAT, including 2-wire, and 4-wire grade analog lines, 2-wire ISDN lines, 2-wire ADSL lines, 2-wire and 4-wire HDSL lines, and 4-wire DS-1 lines, and 56 or 64 Kbps digital grade lines. BellSouth states that other loop technologies may be requested through the bona fide request process.

191. In addition, BellSouth states that it provides access to unbundled loops at any technically feasible point with access to all features, functions, and capabilities and without any restrictions that impair use by competitive LECs. BellSouth states that competitive LECs can combine loops with other unbundled network elements. BellSouth asserts that the unbundled loops it provides to competitive LECs are equal in quality to the loops BellSouth uses in the provision of its retail services, and are provided using the same equipment and technical specifications that BellSouth uses itself. BellSouth also states that it offers 2-wire and 4-wire voice grade cross-connects as well as DS1 and DS3 cross-connects. BellSouth asserts that it can and will make all of its loops available to competitive LECs on an unbundled basis, including those loops served by integrated digital loop carrier. In addition to the unbundled loop, competitive LECs may request loop feeder, loop distribution, loop cross connects, loop concentration and channelization, and access to network interface devices.

192. Provisioning of Unbundled Local Loops. BellSouth fails to make a prima facie case that it provides unbundled loops in a nondiscriminatory manner. In particular, BellSouth fails to demonstrate that it provides access for the provisioning and ordering of unbundled local loops sufficient to allow an efficient competitor a meaningful opportunity to compete. Furthermore, BellSouth fails to demonstrate that it can provide loop cutovers based on reasonably foreseeable demand in a timely and reliable fashion.

193. In support of its claim of providing unbundled loops in a nondiscriminatory manner, BellSouth states that, as of June 1, 1998, it had provisioned 18,749 unbundled loops to competitive LECs in its nine-state region and 107 loops in Louisiana. BellSouth also asserts that it has conducted testing to verify that unbundled local loop transmission is properly

provisioned and billed to competitive LECs. BellSouth asserts that its performance measurements demonstrate that it offers access to unbundled local loops that allows an efficient competitor a meaningful opportunity to compete. BellSouth asserts that it has taken steps to ensure that loop cutover orders are coordinated and can be done in a single order. Finally, BellSouth asserts that many of the competitive LECs' initial problems with loop cutovers were due to BellSouth's inexperience in providing unbundled local loops.

194. We find that the performance data that BellSouth has provided on the ordering and provisioning of unbundled local loops does not demonstrate that it provides nondiscriminatory access. In support of its claim that it is offering loops in compliance with the terms of the Act, BellSouth presents both performance data and the results of a study it conducted of loop cutovers for a single competing carrier in Georgia. BellSouth states that this study showed that 318 out of the 325 loops that it had provisioned to a particular carrier were cut over within 15 minutes. BellSouth, however, provides no further information on how it conducted the study; nor does it include the study as an attachment in its filing. Without additional information, we have no way of assessing the probative weight of the study. For example, we do not know whether the cutovers occurred when originally scheduled, or whether there were delays. Carriers have expressed concerns about scheduling delays which, they argue, have caused severe problems with their customers. Moreover, as we describe below, carriers using BellSouth's unbundled loops have provided evidence that BellSouth has not completed loop cutovers in a timely manner.

195. BellSouth's region-wide performance data also fails to demonstrate that competitive LECs have nondiscriminatory access to unbundled loops. In most cases, disaggregated information is not yet available for unbundled loops. Rather, unbundled loop data are subsumed under broader categories ("UNE Design" and "UNE Non-Design"), which include unbundled port and transport data. Based on the manner in which BellSouth presents its performance data, particularly the lack of any explanation of the data, we are unable evaluate whether loop ordering and provisioning intervals demonstrate that BellSouth provides nondiscriminatory access to unbundled loops.

196. BellSouth states that its target installation interval for provisioning unbundled local loops varies between seven and ten days, but BellSouth's May 1998 report indicates that the average installation interval for "UNE Design" (which includes unbundled loops) is twelve days. We find that BellSouth's performance results for unbundled loops fail to demonstrate whether BellSouth meets its target intervals. As noted above, BellSouth does not provide disaggregated information for unbundled loops, making it impossible for us to determine whether BellSouth is meeting its target intervals.

197. Finally, BellSouth provides performance data on "Coordinated Customer Conversions" which indicates that, between March 1 and March 31, 1998, it took, on average, 5.8 minutes to cut over an unbundled loop. This may well be an acceptable loop cutover interval. BellSouth, however, gives no explanation of how it derived this number. Furthermore, BellSouth fails to disaggregate the data according to whether the unbundled loop was provisioned with or without number portability. BellSouth simply asserts in a footnote that such disaggregation of data is not available at this time. In addition, competitors have complained of significant cutover disconnection periods. Thus, it is impossible for us to determine whether loops are being cut over in a timely manner.

198. Because the provisioning of unbundled local loops has no retail analogue, BellSouth must demonstrate that it provides unbundled loops in a manner that offers an efficient carrier a meaningful opportunity to compete. In future applications, we expect BellSouth to explain how it derives and calculates its data on loop provisioning and why its performance data demonstrates that competitive LECs have nondiscriminatory access to unbundled loops. Furthermore, BellSouth should identify any performance standards that have been adopted by the relevant state commission or agreed upon by the parties in an interconnection agreement or during the implementation of such an agreement in order to serve as a basis for comparing BellSouth's

provisioning intervals.

199. The reported experiences of BellSouth's competitors with unbundled loops suggest that there may be problems with BellSouth's procedures for providing unbundled loops, even at very low volumes. BellSouth's loop provisioning procedures may be plagued by operational flaws, which may have resulted in unexpected disconnects, late cutovers, and number portability failures even with a very limited volume of orders. New entrants have complained that BellSouth has been unable to provide unbundled loops properly, and that their customers have been harmed as a result. Comments also raise concerns that competitors still do not enjoy nondiscriminatory access to BellSouth's OSS for the provisioning of unbundled loops.

200. If BellSouth had made its prima facie case that it provides unbundled loops in accordance with the checklist, the anecdotal accounts of poor unbundled loop provisioning would be insufficient, in and of themselves, to rebut BellSouth's prima facie case. In fact, BellSouth has responded to these allegations in its Reply Brief and supporting documents with its own accounts of the incidents. BellSouth notes that many of the alleged loop provisioning problems occurred when BellSouth was still developing its loop cutover processes and merely indicate former problems with BellSouth's procedures that have since been corrected. We do not find it necessary at this time to determine whether BellSouth's or the competitive LECs' accounts of these incidents are more credible. We advise BellSouth to respond, in future applications, with verifiable information refuting competitive LEC allegations. Likewise, we advise competitive LECs to respond with verifiable information refuting BellSouth's assertions and evidence. For example, in response to Sprint's allegation that it has experienced "ongoing" problems with loops, BellSouth asserts that between January 2, 1998 and August 14, 1998, only 1.3 percent of unbundled loops provided to Sprint had problems resulting in missed due dates. BellSouth adds that during this same period it met 91 percent of its due dates. Moreover, BellSouth claims that 97.5 percent of unbundled loop cutovers for Sprint were completed within the expected time interval. BellSouth's affiant, however, simply presents these figures without any supporting documentation or analysis to allow the Commission, or other third-party observer, to verify the numbers.

5. Checklist Item 5 -- Unbundled Local Transport

a. Background

201. Section 271(c)(2)(B)(v) of the competitive checklist requires a BOC to provide "[l]ocal transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services." In the Local Competition First Report and Order, the Commission concluded that incumbent LECs must provide interoffice transmission facilities, or transport, on an unbundled basis, to requesting telecommunications carriers pursuant to section 251(c)(3). The Commission further concluded that "interoffice transmission facilities" include both dedicated transport and shared transport and set forth incumbent LECs' obligations with respect to these types of transport. In the Local Competition Third Reconsideration Order, the Commission clarified its rules pertaining to shared transport.

b. Discussion

202. We conclude that, but for deficiencies in its OSS functions described above, BellSouth demonstrates that it provides unbundled local transport as required in section 271. Although the terms and conditions under which BellSouth provides interoffice transmission facilities are consistent with our rules, we find that BellSouth has failed to make a prima facie showing that it provides nondiscriminatory access to OSS for the ordering and provisioning of dedicated and shared transport facilities. No commenter addressed this checklist item.

203. Based upon our review of the SGAT and interconnection agreements, we conclude that BellSouth has a concrete and specific legal obligation to provide local transport as an

provisioning intervals.

199. The reported experiences of BellSouth's competitors with unbundled loops suggest that there may be problems with BellSouth's procedures for providing unbundled loops, even at very low volumes. BellSouth's loop provisioning procedures may be plagued by operational flaws, which may have resulted in unexpected disconnects, late cutovers, and number portability failures even with a very limited volume of orders. New entrants have complained that BellSouth has been unable to provide unbundled loops properly, and that their customers have been harmed as a result. Comments also raise concerns that competitors still do not enjoy nondiscriminatory access to BellSouth's OSS for the provisioning of unbundled loops.

200. If BellSouth had made its prima facie case that it provides unbundled loops in accordance with the checklist, the anecdotal accounts of poor unbundled loop provisioning would be insufficient, in and of themselves, to rebut BellSouth's prima facie case. In fact, BellSouth has responded to these allegations in its Reply Brief and supporting documents with its own accounts of the incidents. BellSouth notes that many of the alleged loop provisioning problems occurred when BellSouth was still developing its loop cutover processes and merely indicate former problems with BellSouth's procedures that have since been corrected. We do not find it necessary at this time to determine whether BellSouth's or the competitive LECs' accounts of these incidents are more credible. We advise BellSouth to respond, in future applications, with verifiable information refuting competitive LEC allegations. Likewise, we advise competitive LECs to respond with verifiable information refuting BellSouth's assertions and evidence. For example, in response to Sprint's allegation that it has experienced "ongoing" problems with loops, BellSouth asserts that between January 2, 1998 and August 14, 1998, only 1.3 percent of unbundled loops provided to Sprint had problems resulting in missed due dates. BellSouth adds that during this same period it met 91 percent of its due dates. Moreover, BellSouth claims that 97.5 percent of unbundled loop cutovers for Sprint were completed within the expected time interval. BellSouth's affiant, however, simply presents these figures without any supporting documentation or analysis to allow the Commission, or other third-party observer, to verify the numbers.

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b. Discussion

202. We conclude that, but for deficiencies in its OSS functions described above, BellSouth demonstrates that it provides unbundled local transport as required in section 271. Although the terms and conditions under which BellSouth provides interoffice transmission facilities are consistent with our rules, we find that BellSouth has failed to make a prima facie showing that it provides nondiscriminatory access to OSS for the ordering and provisioning of dedicated and shared transport facilities. No commenter addressed this checklist item.

203. Based upon our review of the SGAT and interconnection agreements, we conclude that BellSouth has a concrete and specific legal obligation to provide local transport as an

unbundled network element on a nondiscriminatory basis.

204. Shared Transport: BellSouth provides sufficient evidence that it meets the requirements set forth in the Local Competition First Report and Order and Local Competition Third Reconsideration Order with respect to shared transport facilities. For example, BellSouth represents that it offers to provide shared transport when a competitive LEC requests unbundled local switching, and that the traffic of competitive LECs follows the same transmission path as BellSouth's traffic does. Moreover, BellSouth maintains that it offers shared transport "between all BellSouth tandems and BellSouth switches that subtend those tandems." We interpret this statement to mean that BellSouth complies with the Commission's requirement that it provide shared transport between end offices, between end office and tandem switches, and between tandem switches. BellSouth also asserts that it permits requesting carriers that purchase unbundled shared transport to use the same routing table that is resident in BellSouth's switch. Finally, BellSouth contends that it permits requesting carriers to use shared transport to carry originating access traffic from, and terminating access traffic to, customers to whom the requesting carrier is providing local exchange service and to collect the associated access charges.

205. Dedicated Transport: BellSouth provides sufficient evidence that it meets the requirements set forth in the Local Competition First Report and Order with respect to dedicated transport facilities. Specifically, BellSouth states that it does not limit the facilities to which dedicated facilities are connected, and offers dedicated transmission facilities between all BellSouth central offices, BellSouth end offices and BellSouth tandem central offices, and BellSouth central offices and interexchange POPs. We assume from this description that BellSouth also provides, consistent with our rules, dedicated transport between its end offices and SWCs, its SWCs and interexchange carriers' POPs, its tandem switches and SWCs, and its SWCs and those of requesting carriers. In addition, BellSouth represents that it makes unbundled digital cross-connect capacity available through its unbundled channelization offering. BellSouth also submits evidence that it offers competitive LECs DS1 transport facilities, and that a competitive LEC can request other forms of dedicated transport requiring higher levels of capacity through the BFR process. BellSouth maintains that the BFR process assures competitive LECs timely access to such transport without unnecessary delays. We will examine any future applications to ensure that this BFR process does not impose unreasonable delays in the provision of higher transmission capabilities such as DS3 and Optical Carrier levels.

206. Operations Support Systems: Although BellSouth demonstrates that it offers shared and dedicated transport on terms and conditions that are consistent with our rules, it fails to submit persuasive evidence that its OSS functions provide access to unbundled local transport on a nondiscriminatory basis. Accordingly, BellSouth has failed to persuade us that it provides nondiscriminatory access to unbundled local transport. BellSouth submits evidence in which it aggregates its performance results for local transport with all "design circuit orders," which includes unbundled loops. We find this to be an insufficient measure of demonstrating that BellSouth provides nondiscriminatory access to dedicated and shared transport. Without nondiscriminatory access to local transport, a competitive LEC will be unable to compete on a level playing field. Although we do not require a particular type of evidence to demonstrate nondiscriminatory access, we believe that performance data specifically measuring the provisioning of dedicated and shared transport facilities would be persuasive. We also expect BellSouth in future applications to demonstrate that its OSS functions provide competitors the ability to order unbundled local transport in a nondiscriminatory fashion.

6. Checklist Item 6 -- Unbundled Local Switching

a. Background

207. Section 271(c)(2)(B)(vi) of the Act, item (vi) of the competitive checklist, requires a BOC to provide "[l]ocal switching unbundled from transport, local loop transmission, or other

services." In the Local Competition First Report and Order, the Commission concluded that incumbent LECs must provide local switching as an unbundled network element. The Commission defined local switching to encompass line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features functions, and capabilities of the switch include the basic switching function as well as the same basic capabilities that are available to the incumbent LEC's customers. Additionally, local switching includes all vertical features that the switch is capable of providing, as well as any technically feasible customized routing functions.

208. Moreover, in the Local Competition First Report and Order, the Commission concluded that incumbent LECs must permit competing carriers to purchase unbundled network elements, including unbundled local switching, in a manner that permits a competing carrier to offer, and bill for, exchange access and the termination of local traffic. In the Ameritech Michigan Order, the Commission also concluded that measuring daily customer usage for billing purposes requires essentially the same OSS functions for both competing carriers and incumbent LECs, and therefore a BOC must demonstrate that it is providing equivalent access to billing information. Thus, the ability of a BOC to provide billing information necessary for a competitive LEC to bill for exchange access and termination of local traffic is an aspect of unbundled local switching. Billing is also one of the primary OSS functions. There is thus an overlap between the provision of unbundled local switching and the provision of the OSS billing function.

209. In the Ameritech Michigan Order, the Commission concluded that, to comply with this checklist item, a BOC must also make available trunk ports on a shared basis, and routing tables resident in the BOC's switch, as necessary to provide access to shared transport functionality. The Commission clarified that an incumbent LEC may not limit the ability of competitors to use unbundled local switching to provide exchange access by requiring competing carriers to purchase a dedicated trunk from an interexchange carrier's point of presence to a dedicated trunk port on the local switch.

b. Discussion

210. BellSouth does not demonstrate that it is providing local switching unbundled from transport, local loop transmission, or other services, and thus does not satisfy the requirements of checklist item (vi). BellSouth makes a prima facie showing that it provides, or can provide, the line-side and trunk-side facilities of the switch, the basic switching function, trunk ports on a shared basis, and unbundled tandem switching. BellSouth fails to make a prima facie showing that it provides vertical features, customized routing, and usage information for billing for exchange access and reciprocal compensation in accordance with our rules. As evidence of the availability of unbundled local switching, BellSouth states it has provisioned two unbundled switch ports in Louisiana and eighty in its region.

211. As discussed in more detail below, BellSouth fails to demonstrate that it has a concrete and specific legal obligation to provide all vertical features that the switch is capable of providing. BellSouth demonstrates, however, that it otherwise has a legal obligation to furnish unbundled local switching to competitive LECs pursuant to the Act, our rules, and our decisions. We discuss below BellSouth's obligation to provide particular features, functions, and capabilities of the unbundled local switch.

212. Line-Side and Trunk-Side Facilities of the Switch. BellSouth makes a prima facie showing that it is meeting the requirements of our rules and the Local Competition First Report and Order that it provide requesting carriers access to line-side, and trunk-side facilities. In its state-approved SGAT, BellSouth legally obligates itself to provide competing carriers with access to such facilities in a nondiscriminatory manner. BellSouth also sets forth prices and other terms and conditions for providing unbundled local switching.

213. MCI claims that it is interested in obtaining trunk ports at BellSouth's end offices. To this end it contacted BellSouth in December of 1997, seeking information necessary to order trunk ports at BellSouth's switches. MCI claims that after exchanging E-mails and letters, MCI and BellSouth finally met in July of 1998. BellSouth responds that MCI never raised the issue of trunk ports in arbitration, nor did MCI request them via the BFR process. Furthermore, BellSouth claims that MCI is constructing "a strained argument that BellSouth is not providing unbundled switching in compliance with the Act" because requesting a "'trunk port' without the necessary switching apparatus is nonsensical in that having only a trunk port would not provide any usable functionality."

214. We conclude that MCI's allegation is insufficient to overcome BellSouth's prima facie showing because MCI's contentions are too vague. If MCI's request for trunk ports simply involves seeking access to the functions of the switch through the trunk side facilities of the switch, we believe that such a request is encompassed in our definition of unbundled local switching and BellSouth's failure to provide it would render it noncompliant. On the other hand, if MCI is seeking a trunk port unbundled from other switching functionality, as BellSouth appears to contend, such sub-element unbundling of the switch has never been expressly provided for in our rules. Because we cannot determine on this record which of these two circumstances exist, we conclude that MCI does not present sufficient evidence to overcome BellSouth's prima facie showing.

215. Basic Switching Function. BellSouth demonstrates that it meets the requirements of our rules and the Local Competition First Report and Order that it provide requesting carriers access to basic switching functions. In its state-approved SGAT, BellSouth legally obligates itself to provide competing carriers with access to such facilities in a nondiscriminatory manner. BellSouth also has set forth prices and other terms and conditions for providing unbundled local switching.

216. Obligation to Provide Vertical Features. BellSouth fails to acknowledge that, consistent with our rules, it is legally obligated to provide all vertical features "that the switch is capable of providing." Vertical features provide end-users with various services such as custom calling, call waiting, three-way calling, caller ID, and Centrex. According to BellSouth's interpretation of this rule, it is only legally obligated to make available vertical features that it currently offers to its retail customers. We disagree.

217. Our rules require BellSouth to provide all vertical features loaded in the software of the switch, whether or not BellSouth offers it on a retail basis. As the Commission has previously explained, requiring BOCs to provide all vertical features that the switch is capable of providing permits competing carriers using unbundled local switching to compete more effectively by designing new packages and pricing plans. BellSouth's interpretation would limit the end user's choice of vertical features to those that BellSouth has made a business decision to offer, and therefore, would stifle the ability of competing carriers to offer innovative packages of vertical features.

218. BellSouth argues that requiring it to provide vertical features it does not offer to its retail customers is tantamount to requiring it to provide superior service, in contravention of the Eighth Circuit's decision. We disagree. Activating a vertical feature loaded in the software of a switch, constitutes a modification to the BOC's facility necessary to accommodate access to unbundled local switching. Activating vertical features does not require a BOC to alter its network substantially; instead, it merely requires the BOC to allow competing carriers to obtain access to parts of its existing network that the BOC has decided not to use. Consistent with this analysis, we agree with BellSouth's claim that it is not obligated to provide vertical features that are not loaded in the switch software, because this would require BellSouth to build a network of superior quality.

219. A related issue concerning vertical features is the competitive LECs' ability to

order individual or packages of vertical features. BellSouth currently limits the packages of vertical features that purchasers of unbundled local switching may activate to the same packages BellSouth offers its own customers. We conclude that a BOC must activate any vertical feature or combination of vertical features requested by a competing carrier unless the BOC can demonstrate to the state commission, through "clear and convincing evidence," that activation of that particular combination of vertical features is not technically feasible.

220. We recognize that, before offering a vertical feature for the first time, a BOC will want to ensure that the requested feature will not cause adverse network reliability effects. Furthermore, a BOC will need to modify its systems to accept orders for these new features, and develop maintenance routines to resolve problems. Therefore, we find that a BOC can require a requesting carrier to submit a request for such a vertical feature through a predetermined process that gives the BOC an opportunity to ensure that it is technically feasible and otherwise develop the necessary procedures for ordering those features. The process cannot be open ended and it should not be used to delay the availability of the vertical feature. A BOC must provide the requesting carrier with a response within a reasonable and definite amount of time. Furthermore, a BOC must demonstrate that the access it provides to competing carriers satisfies its duty of nondiscrimination.

221. Customized Routing. BellSouth does not meet the requirements set forth in the Local Competition First Report and Order and our rules that an incumbent LEC provide technically feasible customized routing functions. Customized routing permits requesting carriers to designate the particular outgoing trunks that will carry certain classes of traffic originating from competitors' customers. Without customized routing, competing carriers will be not be able to select the routes its customers' calls will take to reach their destination nor will they be able to select the final destination. For instance, if a competing carrier wants to establish its own operator services or directory assistance services, it would need the ability to route its customers' 0-, 0+, 4-1-1, (area code) 5-5-5-1-2-1-2 calls over trunks leading to its operator services and directory assistance platform. BellSouth has proffered two methods of providing customized routing: Advanced Intelligent Network (AIN) and line class codes.

222. Upon implementation, BellSouth's proposed AIN solution has the potential to meet the requirements of the Local Competition First Report and Order for providing customized routing on a nondiscriminatory basis. BellSouth concedes however, that AIN is not currently being offered. Although we are encouraged by BellSouth's continued development of its AIN solution for customized routing, BellSouth's proposed AIN solution currently cannot be relied upon to show compliance with the requirement for the provision of customized routing.

223. BellSouth's use of line class codes would be an acceptable interim method of providing customized routing. However, BellSouth does not demonstrate that it can make customized routing practically available in a nondiscriminatory manner due to the inability of competitive LECs to order customized routing efficiently. BellSouth claims that, when a competitor "purchases unbundled local switching elements, the competitor's access will be identical to that of BellSouth in the same switch." BellSouth notes that it has been in negotiations with AT&T concerning standard processes and forms for ordering line class codes. AT&T claims that BellSouth seeks to impose unnecessary and discriminatory "logistical hurdles to commercial use of such codes for customized routing." AT&T claims that BellSouth's ordering procedure for customized routing is discriminatory because it requires AT&T to determine, and then include, the correct line class code as part of the order it submits to BellSouth. AT&T argues that, in contrast, BellSouth's employees do not have to ascertain line class codes when they submit orders for BellSouth retail customers. BellSouth counters that only AT&T knows how it wants its customers' calls routed, and therefore, AT&T must indicate the appropriate line class code so BellSouth knows to provision the switch with that line class code as well as the selective routing information corresponding to that line class code.

224. We agree with BellSouth that a competitive LEC must tell BellSouth how to route

its customers' calls. If a competitive LEC wants all of its customers' calls routed in the same way, it should be able to inform BellSouth, and BellSouth should be able to build the corresponding routing instructions into its systems just as BellSouth has done for its own customers. If, however, a competitive LEC has more than one set of routing instructions for its customers, it seems reasonable and necessary for BellSouth to require the competitive LEC to include in its order an indicator that will inform BellSouth which selective routing pattern to use. BellSouth should not require the competitive LEC to provide the actual line class codes, which may differ from switch to switch, if BellSouth is capable of accepting a single code region-wide.

225. Furthermore, BellSouth must ensure that orders containing a code indicating the desired routing of calls are efficiently processed. AT&T contends that BellSouth's insistence on adding routing information to customer orders causes AT&T's orders to require manual intervention. We have repeatedly recognized that manual intervention results in less efficient processing. In future applications, we expect Bellsouth to demonstrate that, if it requires specific information for selective routing that results in manual intervention in the processing of such orders, BellSouth will be able to process such orders in a timely manner and in volumes reflecting reasonably foreseeable demand. Of course, the easiest way for BellSouth to make this demonstration is to ensure that orders that include selective routing information do not require manual intervention.

226. MCI raises a separate challenge to BellSouth's customized routing offering. MCI claims that BellSouth will not "translate" its customers' local operator services and directory assistance calls to Feature Group D signaling. As a result, MCI cannot offer its own operator services and directory assistance services to customers it serves using unbundled local switching. MCI, however, fails to demonstrate that it has requested Feature Group D signaling, and BellSouth claims that it has never received such a request. Thus, the record is inconclusive as to this objection. We believe, however, that MCI may have otherwise raised a legitimate concern. If a competing carrier requests Feature Group D signalling and it is technically feasible for the incumbent LEC to offer it, the incumbent LEC's failure to provide it would constitute a violation of section 251(c)(3) of the Act. Our rules require incumbent LECs, including BOCs, to make network modifications to the extent necessary to accommodate interconnection or access to network elements.

227. In its reply comments, BellSouth claims that "the concept of using [Feature Group D signaling] for operator services signaling appears to present significant problems that will require technical investigation and testing." As a result, "[s]hould this [Feature Group D signaling] approach prove feasible, time would be needed to develop and implement switching arrangements." Although it will take time to determine technical feasibility, modify and adapt its facilities, and establish ordering systems to allow the requesting carrier to offer new service, a BOC should accomplish these in a swift, efficient, and businesslike manner that would give an efficient competitor a meaningful opportunity to compete.

228. Trunk Ports on a Shared Basis. BellSouth demonstrates that it meets the requirements set forth in the Local Competition Third Reconsideration Order and the Ameritech Michigan Order that it provide trunk ports on a shared basis, and routing tables resident in the BOC's switch, as necessary to provide nondiscriminatory access to shared transport facilities. BellSouth claims that "[l]ocal switching also provides access to additional capabilities such as common and dedicated transport." Because it is not possible to offer shared transport without shared trunk ports, BellSouth by implication, is committing itself to providing shared trunk ports. To reach a shared trunk port to use shared transport, a routing table must "instruct" the call to follow a specified path. Therefore, BellSouth is obligated to provide shared trunk ports and the routing tables necessary to get to the shared trunk port as a consequence of its legal obligation to provide shared transport.

229. Unbundled Tandem Switching. BellSouth demonstrates that it meets the requirements of our rules and the Local Competition First Report and Order that it provide

requesting carriers access to unbundled tandem switching. BellSouth asserts that it satisfies the Commission's unbundled tandem switching rules. No commenter alleges that BellSouth is unable to provide unbundled tandem switching. Furthermore, in its state-approved SGAT, BellSouth legally obligates itself to provide competing carriers with access to all the functionalities of its tandem switches.

230. Usage Information for Billing Exchange Access. BellSouth does not demonstrate that purchasers of unbundled local switching can provide exchange access service to interexchange carriers through the use of the unbundled local switch as contemplated by our rules, because it fails to demonstrate that it is able to provide these carriers with the usage information necessary to bill for exchange access. Purchasers of unbundled local switching may assess exchange access charges to carriers for originating or terminating exchange access calls using those elements. For example, if an end user with MCI as its local service provider and Sprint as its interexchange provider, makes an interexchange call, i.e., a toll call, to a customer whose local service provider is Intermedia, MCI, as the originating exchange access provider, and Intermedia, as the terminating exchange access provider, have the right to charge Sprint for originating and terminating exchange access charges, respectively, even if MCI and Intermedia are using unbundled local switching provided by BellSouth. To assess such charges, the local service providers must have either: (1) the actual usage information necessary to determine appropriate access charges; or (2) a negotiated or state-approved surrogate for this information. When the local service providers are providing exchange access by purchasing unbundled local switching, the BOC providing the unbundled local switching must provide this information to the purchaser so that the purchaser obtains the right to provide all features, functions, and capabilities of the switch, including switching for exchange access and local exchange service for that end user.

231. BellSouth claims that it "provides bills to CLECs using the same systems it uses to provide bills to its retail and interexchange access customers." BellSouth however, concedes that it did not begin providing AT&T with the necessary information until after it filed this application. BellSouth also acknowledges it is not currently providing usage information necessary for competitors to bill BellSouth for terminating intraLATA exchange access traffic where BellSouth is the intraLATA toll carrier, even though BellSouth has agreed that competitive LECs may bill for such services. Furthermore, BellSouth concedes that it has not developed an alternative compensation process to calculate the charges for terminating intraLATA toll calls by BellSouth. We expect that when BellSouth next files a 271 application, it will have in place the necessary billing procedures, and that it will show that competing carriers are provided timely and accurate information necessary for competitive carriers to bill interexchange carriers, including BellSouth, for interLATA and intraLATA exchange access services.

232. Usage Information Necessary for Billing for Reciprocal Compensation. BellSouth does not meet the requirements set forth in the Act and our orders that it provide competitive LECs with information necessary to bill for reciprocal compensation or, alternatively, that it have in place other arrangements such as a surrogate. Section 251(b)(5) requires all LECs "to establish reciprocal compensation arrangements for the transport and termination of telecommunications." Without this information or other arrangements, competing carriers purchasing unbundled local switching will not be able to bill and collect reciprocal compensation.

233. We require, therefore, that a BOC provide a purchaser of unbundled local switching with either: (1) actual terminating usage data indicating how many calls/minutes its customers received and identifying the carriers that originated those calls; or (2) a reasonable surrogate for this information. Because we believe that installing equipment necessary to measure local usage for purposes of providing billing information may impose an unreasonable economic burden on an incumbent LEC, we find that a reasonable surrogate or agreed upon arrangement is sufficient to meet the billing requirement for unbundled local switching. The Commission has previously allowed carriers to utilize usage factors or other surrogates as substitutes for actual billing information. We believe that the best approach would be for the

interested parties to agree on a surrogate for actual usage information. We recognize, however, that there may be circumstances where parties are unable to reach agreement. In those situations we will look to the respective state commissions to take the steps necessary to resolve the remaining disputes.

234. BellSouth argues that it is not legally required to provide billing information for terminating traffic because any reciprocal compensation payments due from BellSouth are offset by payments due to BellSouth for the competitors' use of unbundled local switching to terminate traffic. We reject this argument. We conclude that BellSouth's position ignores its obligations under our rules requiring it to provide billing information to purchasers of unbundled local switching.

7. Checklist Item 7

a. 911 and E911 services

(1). Background

235. Section 271(c)(2)(B)(vii) of the Act requires a BOC to provide "[n]ondiscriminatory access to -- (I) 911 and E911 services." In the Ameritech Michigan Order, the Commission found that "section 271 requires a BOC to provide competitors access to its 911 and E911 services in the same manner that a BOC obtains such access, i.e., at parity." Specifically, the Commission found that a BOC "must maintain the 911 database entries for competing LECs with the same accuracy and reliability that it maintains the database entries for its own customers." For facilities-based carriers, the BOC must provide "unbundled access to [its] 911 database and 911 interconnection, including the provision of dedicated trunks from the requesting carrier's switching facilities to the 911 control office at parity with what [the BOC] provides to itself." The Commission applied these standards in the BellSouth South Carolina Order, and found that BellSouth, through its SGAT, made a prima facie showing that it offered nondiscriminatory access to 911 and E911.

(2). Discussion

236. BellSouth again demonstrates that it is providing nondiscriminatory access to 911/E911 services, and thus satisfies the requirements of checklist item (vii)(I). BellSouth makes a prima facie showing that it has a legal obligation to provide access to 911 services and that it continues to meet the requirements described in the Ameritech Michigan Order and the BellSouth South Carolina Order.

237. BellSouth has a concrete and specific legal obligation to provide access to 911/E911 services in its SGAT and interconnection agreements. Moreover, BellSouth states that: (1) resellers are able to provide 911 service in the same manner that BellSouth provides this service to its own customers; (2) facilities-based carriers are able to obtain trunks to BellSouth's switch, and then either forward 911 calls and automatic number identification (ANI) to the appropriate tandem, or, if a tandem is unavailable, route the call over BellSouth's interoffice network using a 7-digit number; (3) BellSouth routinely monitors call blockage on E911 trunk groups, and when necessary takes corrective action using the same trunking service procedures as for its own E911 trunk groups; and (4) an independent third party manages the E911 database, and corrects any errors in BellSouth records that fail validity edits, and, in the case of CLECs that do not have a similar arrangement with the third party, errors are faxed back to the CLEC for review, investigation, correction, and resubmission.

238. We reject the claim made by Cox Communications that BellSouth is not offering nondiscriminatory access to these services because errors in BellSouth records are corrected automatically, while errors in some CLEC records are instead faxed back to the CLEC. Neither Cox nor any other commenter alleges that this procedure has caused a problem with the accuracy

and integrity of the 911 database, and we conclude that no party has rebutted BellSouth's prima facie case.

b. Directory Assistance/Operator Services

(1). Background

239. Section 271(c)(2)(B)(vii)(II) and section 271(c)(2)(B)(vii)(III) require a BOC to provide nondiscriminatory access to "directory assistance services to allow the other carrier's customers to obtain telephone numbers" and "operator call completion services," respectively. Section 251(b)(3) of the Act imposes on each LEC "the duty to permit all [competing providers of telephone exchange service and telephone toll service] to have nondiscriminatory access to . . . operator services, directory assistance, and directory listing, with no unreasonable dialing delays." The Commission implemented section 251(b)(3) in the Local Competition Second Report and Order.

240. Given the similarity of the language in sections 271(c)(2)(B)(vii)(II) and 271(c)(2)(B)(vii)(III) to that in section 251(b)(3), we conclude that a BOC must be in compliance with the regulations implementing section 251(b)(3) to satisfy the requirements of section 271(c)(2)(B)(vii)(II) and section 271(c)(2)(B)(vii)(III). In the Local Competition First Report and Order, the Commission concluded that, if a carrier requests an incumbent LEC to unbundle the facilities and functionalities providing operator services and directory assistance as separate network elements, the incumbent LEC must provide the competing provider with nondiscriminatory access to such functionalities at any technically feasible point.

241. In the Local Competition Second Report and Order, the Commission held that the phrase "nondiscriminatory access to directory assistance and directory listings" meant that "the customers of all telecommunications service providers should be able to access each LEC's directory assistance service and obtain a directory listing on a nondiscriminatory basis, notwithstanding: (1) the identity of a requesting customer's local telephone service provider; or (2) the identity of the telephone service provider for a customer whose directory listing is requested." The Commission concluded that nondiscriminatory access to the dialing patterns of 4-1-1 and 5-5-5-1-2-1-2 to access directory assistance were technically feasible, and would continue. The Commission specifically held that the phrase "nondiscriminatory access to operator services" means that " . . . a telephone service customer, regardless of the identity of his or her local telephone service provider, must be able to connect to a local operator by dialing '0,' or '0 plus' the desired telephone number."

242. There are various methods by which competing carriers can provide operator services and directory assistance to their customers through the use of BellSouth's facilities, personnel, and databases. First, the competing carrier can use BellSouth's operator services and directory assistance, i.e., when its customer dials 0, 4-1-1, etc., the customer is connected to BellSouth's operator services or directory assistance that provides the requested service on behalf of the competing carrier. Pursuant to our rules, when a competing carrier uses this method of providing operator services and directory assistance, it may request that the BOC brand its calls. Second, the competing carrier can use its own operator services or directory assistance with its own personnel and facilities. In this context, competing carriers must be able to obtain directory listings of other carriers, either by obtaining directory information on a "read only" or "per dip" inquiry basis from BellSouth's directory assistance database, or by creating its own directory database by obtaining the subscriber listing information in the BOC's database.

(2). Discussion

243. BellSouth does not demonstrate that it is providing nondiscriminatory access to directory assistance and operator services as required by the Commission's rules pursuant to section 251(b)(3) of the Act, and thus does not satisfy the requirements of this checklist item.

BellSouth makes a prima facie showing that it has a concrete legal obligation to provide such access, and that it provides access to its directory assistance database on a "read only" or "per dip" inquiry basis. BellSouth, however, fails to make a prima facie showing that it provides nondiscriminatory access: (1) to BellSouth-supplied operator services and directory assistance; and (2) to the directory listings in its directory assistance databases. We note, however, that many of the deficiencies we identify below should be readily correctable by BellSouth. We review BellSouth's compliance in relation to the methods of using BellSouth's operator services and directory listings described above.

244. BellSouth legally obligates itself to provide competing carriers with nondiscriminatory access to its operator services and directory assistance in its SGAT and interconnection agreements. In reaching this conclusion, we reject AT&T's argument that BellSouth only obligates itself to provide directory assistance "on the same terms as they are currently offered to other telecommunications providers." AT&T contends that this is insufficient because our rules require that BOCs must provide not only equality of access as among competing carriers, but the access must be equal in quality to that which the BOC provides itself. Although we agree with AT&T's recitation of our standard, we disagree that BellSouth's legal obligation is deficient. When read in full, BellSouth's SGAT legally obligates BellSouth to provide nondiscriminatory access to directory assistance on par with that which it provides itself.

245. Access to BellSouth-Supplied Operator Services and Directory Assistance. BellSouth does not demonstrate that it provides access to its operator services and directory assistance in a nondiscriminatory manner. BellSouth submits performance data purportedly demonstrating nondiscriminatory access through two performance measurements: (1) the average time it takes to answer a customer's call to "toll assistance" and directory assistance; and (2) the percentage of calls answered within two time intervals, 30 seconds and 20 seconds. Although these are appropriate performance criteria to measure, BellSouth has not separated the performance data between itself and competing carriers. It may be that such disaggregation is either not technically feasible or unnecessary given the method by which competing carriers' customers access BellSouth's operator services and directory assistance. In any future application, if BellSouth seeks to rely on such performance data to demonstrate compliance, it should either disaggregate the data or explain why disaggregation is not feasible or is unnecessary to show nondiscrimination. The absence of such an explanation in the record or any other corroborative evidence that it is providing nondiscriminatory access precludes us from finding that BellSouth is providing access to its operator services and directory assistance that is consistent with our rules.

246. BellSouth also fails to demonstrate that it complies with our rebranding requirements. When a competing carrier provides its customers with operator services and directory assistance using BellSouth's facilities, personnel, and databases, BellSouth is required to rebrand or unbrand these services, i.e., although BellSouth's employees or facilities would be used to answer the call, BellSouth would either identify the service as being provided by the competing carrier or not identify any carrier at all. As noted above, under our rules, BellSouth must rebrand or unbrand its operator services or directory assistance services when a competing carrier uses BellSouth's facilities, personnel, and databases, and makes a reasonable request that BellSouth rebrand or unbrand these services.

247. BellSouth claims that it allows competitors to brand or to unbrand all operator services and directory assistance services. According to BellSouth, competing carriers can have their operator services and directory assistance calls branded or unbranded by purchasing dedicated transport trunks between each end office in which a competing carrier has customers and BellSouth's operator services and directory assistance platform. BellSouth contends that, without trunks going into its operator services and directory assistance dedicated to specific carriers, there is no way to identify which carrier is serving the calling customer in order to properly brand the call. BellSouth fails, however, to offer any explanation of why this method of rebranding results in nondiscriminatory access. In this regard, we note that MCI alleges that

BellSouth's rebranding solution imposes "an unreasonable requirement that would result in a grossly inefficient and costly parallel network for each CLEC seeking branded operator services." In any future application, BellSouth must demonstrate that its method of providing branding results in nondiscriminatory access. It could accomplish this by showing, for example, that the way it brands operator calls for competing carriers is the same as the way it provides access to operator services for its own customers.

248. Access to BellSouth's Directory Assistance Databases. As we explained above, a competing carrier may wish to supply its own operator services and directory assistance. When this is the case, BellSouth must either provide access to BellSouth's directory database on a "read only" or "per dip" basis, or provide the entire database of subscriber listings to be incorporated into the competing carrier's directory assistance database. BellSouth demonstrates that it meets the requirements of the Local Competition Second Report and Order when it provides access to its directory assistance database on a "read only" basis. BellSouth provides such service through its Direct Access Directory Assistance Service (DADAS), "which provides direct on-line access to BellSouth's directory assistance database on a per inquiry basis." No party challenges this showing.

249. BellSouth fails, however, to demonstrate that it meets the requirements of the Local Competition Second Report and Order that it provide the subscriber listing information in its directory assistance database in a way that allows competing carriers to incorporate that information into their own database. To comply with this requirement, a LEC, including a BOC, must provide a requesting carrier with all the subscriber listings in its operator services and directory assistance databases except listings for unlisted numbers.

250. BellSouth concedes that the database provided to competing carriers does not contain all the listings that are in BellSouth's own directory assistance and operator services databases. It contends that it is precluded from providing the excluded listings because it has contracts with certain independent companies and competitive LECs that prevent it from including those carriers' subscribers' listings in the database. BellSouth claims that it is actively pursuing "contract modifications to permit it to provide all listings," and that it will provide competing carriers or independent companies' listings in the database if such companies are willing to waive the restrictive parts of their agreements. It claims that, as a result of these negotiations, most agreements now permit such listings. Although we are encouraged by BellSouth's progress in renegotiating its agreements, we find that, based on BellSouth's own admission, BellSouth fails to demonstrate that it complies with section 51.217(c)(3)(i) of the Commission's rules.

251. We reject AT&T's assertion that BellSouth has not demonstrated compliance with our rule requiring a BOC whose own database indicates that a particular telephone number is unlisted to include a similar indication in the database it provides to competitors. AT&T claims that it is its "understanding [] that BellSouth does not provide CLECs with nonpublished listing indicators in the 'extracts' it provides of its directory assistance database." AT&T claims that without such information a competitive LEC operator can only report that it cannot find a listing whereas a BellSouth operator can inform a caller that the requested number is unlisted. In reply comments, BellSouth represents that its "record layout for the directory assistance database provides the customers' name and a special indicator designating the customer's listing as nonpublished." Thus, a competitive LEC's operator could provide the same unpublished number information as BellSouth's operator. We conclude that BellSouth's reply dispels AT&T's "understanding" to the contrary and that BellSouth has sufficiently demonstrated that it complies with this requirement.

8. Checklist Item 8 -- White Pages Directory Listings

a. Background

252. Section 271(c)(2)(B)(viii) requires a BOC to provide "[w]hite pages directory listings for customers of the other carrier's telephone exchange service." We note that section 251(b)(3) obligates all LECs to permit competitive providers of telephone exchange service to have nondiscriminatory access to directory listings. Given the similarity of the language in these two sections of the Act, we believe it reasonable to conclude that the term "directory listing" as used in section 251(b)(3) is comparable to "white pages directory listings" as used in section 271(c)(2)(B)(viii). In the Local Competition Second Report and Order, the Commission determined that, "[a]s a minimum standard . . . the term 'directory listing' as used in section 251(b)(3) is synonymous with the definition of 'subscriber list information' in section 222(f)(3)." In addition, the Commission has previously stated that "[a] white pages directory is a compilation of the individual white pages listings." The Louisiana PSC found that the BellSouth SGAT complies with the white pages checklist requirement.

b. Discussion

253. BellSouth has demonstrated that it is providing white pages directory listings for customers of competitive LECs' telephone exchange service, and thus has satisfied the requirements of checklist item (viii). BellSouth makes a prima facie showing that: (1) it provides nondiscriminatory appearance and integration of white page listings to customers of competitive LECs; and (2) it provides white page listings for competitor's customers with the same accuracy and reliability that it provides its own customers.

254. Based upon our review of the SGAT and interconnection agreements, we conclude that BellSouth has a concrete and specific legal obligation to provide white page listings to competitors' customers.

255. As an initial matter, we conclude that, consistent with the Commission's interpretation of "directory listing" as used in section 251(b)(3), the term "white pages" in section 271(c)(2)(B)(viii) refers to the local alphabetical directory that includes the residential and business listings of the customers of the local exchange provider. We further conclude that the term "directory listing," as used in this section, includes, at a minimum, the subscriber's name, address, telephone number, or any combination thereof.

256. Nondiscriminatory Appearance and Integration of White Page Listings. We find that, to comply with this checklist item, a BOC must provide customers of competitive LECs with white page listings that are nondiscriminatory in appearance and integration, and that BellSouth has adduced sufficient evidence to demonstrate that it is satisfying this requirement. To compete effectively in the local exchange market, new entrants must be able to provide service to their customers at a level that is comparable to the service provided by the BOC. Inherent in the obligation to provide a white pages directory listing in a nondiscriminatory fashion is the requirement that the listing the BOC provides to a competitor's customers is identical to, and fully integrated with, the BOC's customers' listings. We find persuasive BellSouth's evidence that "[t]he listing for a [competitive] LEC customer looks identical to the listing for a [BellSouth] customer," that competitive LEC customers "are not separately classified, or otherwise identified, on the printed directory pages," and that competitive LEC customer listings "are included in the same font and size as BST [BellSouth Telephone] customers and without any distinguishing characteristics." BellSouth further avers that for white page listings, "the exact same process is performed in the same way and at the same time for the [competitive] LEC orders" as for its own. We note that no commenter argues that BellSouth's white page listings for competitive LEC customers are not comparable to listings of BellSouth customers.

257. Nondiscriminatory accuracy and reliability of white page listings. We find that, to comply with this checklist item, a BOC must also demonstrate that it provides white pages directory listings for a competing carrier's customers with the same accuracy and reliability that it provides to its own customers, and that BellSouth has submitted sufficient evidence to demonstrate that it is satisfying this requirement. A competitive LEC will be unable to compete

effectively in the local market if its customers cannot obtain white pages listings that are as accurate and reliable as those provided to customers of the BOC. We, therefore, require that, at a minimum, a BOC have procedures in place that are intended to minimize the potential for errors in the listings provided to the customers of a competing telecommunications service provider.

258. We find persuasive BellSouth's affidavit testimony that it provides listings to competitive LEC customers that include "names, addresses and telephone numbers" with the same degree of accuracy and reliability as BellSouth provides to itself. We also find persuasive BellSouth's affidavit evidence that it provides competing carriers with instructions for obtaining a listing in the white pages directory, including a description of the procedures for submitting a directory listing request, a description of the proper format for submitting subscriber listing information, publishing schedules and deadlines, and procedures for updating the directory listings database. BellSouth also affords competing carriers a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory. In particular, we are persuaded that BellSouth has a procedure in place for competing carriers to review, and if necessary to edit, white pages listings prior to their publication in the directory. None of the commenters allege that BellSouth provides inaccurate white page listings for customers of competitive LECs.

259. We reject AT&T's contention that BellSouth has not satisfied this checklist item because it forces AT&T to use a BellSouth-assigned account number for each white page listing order and does not process multi-line directory orders in the same fashion as single line orders. AT&T fails to demonstrate either how BellSouth's refusal to permit AT&T to submit single telephone number white page listings and listings of multi-line customers on the same order form, or how AT&T's use of a BellSouth-assigned account number, results in the discriminatory provision of white page listings for customers of competitive LECs.

9. Checklist Item 9 -- Numbering Administration

a. Background

260. Section 271(c)(2)(B)(ix) of the competitive checklist requires BellSouth to provide "nondiscriminatory access to telephone numbers" for assignment to competing carriers' telephone exchange service customers, "[u]ntil the date by which telecommunications numbering administration guidelines, plan, or rules are established." The Commission, interpreting section 251(b)(3) in the Local Competition Second Report and Order, concluded that "the term 'nondiscriminatory access to telephone numbers' requires a LEC providing telephone numbers to permit competing providers access to these numbers that is identical to the access that the LEC provides to itself." The Commission further stated that, in assessing a BOC's compliance with checklist item (ix), the Commission "will look specifically at the circumstances and business practices governing CO [Central Office] code administration in each applicant's state."

261. After the date by which numbering administration guidelines, plan, or rules are established, BellSouth is required to comply with such guidelines, plan, or rules. In accordance with the Commission's NANP Order and industry guidelines, Lockheed Martin assumed the role of CO code administrator for the area served by BellSouth as of August 14, 1998. This transfer of responsibility from BellSouth to Lockheed Martin constitutes the date upon which numbering administration guidelines were established in BellSouth's territory.

b. Discussion

262. BellSouth demonstrates that it has provided nondiscriminatory access to telephone numbers for assignment to other carriers' telephone exchange service customers, and thus BellSouth has satisfied the requirements of checklist item (ix). BellSouth makes a prima facie showing that, in acting as the code administrator, it has adhered to industry guidelines and the Commission's requirements under section 251(b)(3). None of the commenters allege that

BellSouth has failed to meet this checklist item.

263. Based on our review of the SGAT and interconnection agreements, we note that BellSouth had a legal obligation to provide nondiscriminatory access to telephone numbers during its tenure as the CO code administrator. BellSouth also states that it will comply with number administration guidelines pursuant to section 251(e) upon relinquishment of CO code administration duties.

264. BellSouth submits sufficient evidence to demonstrate that it is meeting the requirements of checklist item (ix). BellSouth states that it adheres to industry-established guidelines. Moreover, BellSouth demonstrates that it satisfies the requirements under section 251(b)(3): (1) as of the date of its application, it did not charge any fees for activating CO codes to any carrier or group of carriers; and (2) it applied identical standards and procedures for processing all numbering requests, regardless of the party making the request.

265. As noted above, Lockheed Martin assumed CO code administration responsibilities in BellSouth's territory subsequent to the filing of this application. In future applications, therefore, BellSouth will be required to demonstrate that it adheres to the industry's CO administration guidelines and Commission rules, including those sections requiring the accurate reporting of data to the CO code administrator.

10. Checklist Item 10 -- Databases and Associated Signaling

a. Background

266. Section 271(c)(2)(B)(x) of the competitive checklist requires BellSouth to offer "[n]ondiscriminatory access to databases and associated signaling necessary for call routing and completion." In the Local Competition First Report and Order, the Commission identified signaling networks and call-related databases as network elements, and concluded that LECs must provide the exchange of signaling information between LECs necessary to exchange traffic and access call related databases."

b. Discussion

267. BellSouth demonstrates that it is providing nondiscriminatory access to databases and associated signaling necessary for call routing and completion and thus satisfies the requirements of checklist item (x). BellSouth makes a prima facie showing that it provides requesting carriers nondiscriminatory access to: (1) signaling networks, including signaling links and signaling transfer points; (2) certain call-related databases necessary for call routing and completion, or in the alternative, a means of physical access to the signaling transfer point linked to the unbundled database; and (3) Service Management Systems (SMS). None of the commenters allege that BellSouth has failed to meet its obligations with regard to nondiscriminatory access to databases and associated signaling.

268. Based upon our review of the SGAT and interconnection agreements, we conclude that BellSouth has a concrete and specific legal obligation to provide databases and signaling.

269. Signaling Networks. BellSouth provides sufficient evidence to demonstrate that it meets the requirement set forth in the Local Competition First Report and Order requiring that it provide nondiscriminatory access to signaling networks, including signaling links and signaling transfer points. Signaling networks enable the competitive LEC the ability to send signals between its switches (including unbundled switching elements), between its switches and BellSouth's switches, and between its switches and those third party networks with which BellSouth's signaling network is connected. BellSouth provides access to its signaling network from switches that BellSouth uses for its own customers and in the same manner in which it obtains such access itself. BellSouth asserts that carriers that provide their own switching

facilities are able to access BellSouth's signaling network for each of their switches via a signaling link between their switch and the BellSouth STP. Competitive carriers are able to make this connection in the same manner as BellSouth connects one of its own switches to the STP.

270. Call-Related Databases. BellSouth provides sufficient evidence to demonstrate that it meets the statutory requirement that it provide, or offer to provide, nondiscriminatory access to call-related databases that are necessary for call routing and completion. Consistent with the requirements explained in the Local Competition Order, BellSouth demonstrates that it provides access to each of the following: (1) line-information databases (e.g., for calling cards); (2) toll-free databases (i.e., 800, 888); and (3) Advanced Intelligent Network databases. Access to these call-related databases is necessary for competitive LECs to remain competitive in their ability to offer important call-related services to their customers. Moreover, competitive LECs would be greatly disadvantaged if they were required to develop immediately their own databases for these services. In affidavit testimony, BellSouth demonstrates that it offers access to each of these databases on an unbundled basis. BellSouth also asserts that it provides access to its call-related databases by means of physical access at the signaling transfer point linked to the unbundled database, and provides a requesting telecommunications carrier that has purchased its local switching capability to use BellSouth's service control point element in the same manner, and via the same signaling links, as BellSouth itself. BellSouth's affiants also assert that BellSouth allows a requesting telecommunications carrier that has deployed its own switch, and has linked that switch to BellSouth's signaling system, to gain access to BellSouth's service control point in a manner that allows the requesting carrier to provide any call-related, database-supported services to customers served by the requesting telecommunications carrier's switch. Finally, BellSouth contends that it provides a requesting telecommunications carrier with access to call-related databases in a manner that complies with section 222 of the Act.

271. BellSouth is not yet required to implement long-term number portability in Louisiana. We do not require, therefore, that it demonstrate its ability to do so at this time. Furthermore, we find no basis in the record to conclude that it will not meet its obligation to offer unbundled access to downstream number-portability databases in Louisiana once it does provide long-term number portability in that state. In any future application filed after BellSouth has implemented long term number portability in Louisiana, however, we will expect BellSouth to address this issue. We note that the Commission has before it a petition for reconsideration of its recent Long-Term Number Portability Cost-Recovery Order that raises issues regarding the treatment of downstream number-portability databases as unbundled network elements. We will expect future applicants to demonstrate that they meet the requirements of any Commission order on this matter to meet this checklist item.

272. SMS. BellSouth provides evidence supporting its claim that, consistent with the Commission's rules and the Local Competition First Report and Order, it provides or offers to provide nondiscriminatory access to service management systems. Access to these systems is important for competitive LECs, because the systems are used to create, modify, or update information in call-related databases that are necessary for call routing and completion. BellSouth provides requesting telecommunications carriers with the information necessary to enter correctly, or format for entry, the information relevant for input into the particular BOC SMS. BellSouth provides a requesting telecommunications carrier the same access to design, create, test, and deploy AIN-based services at the SMS, through a service creation environment, that BellSouth provides to itself. BellSouth provides a requesting telecommunications carrier access to its SMS in a manner that complies with section 222 of the Act.

273. Nondiscriminatory Access to Signalling and Databases. BellSouth demonstrates that it provides nondiscriminatory access to signaling and call related databases. BellSouth asserts that it provides access to its signaling links, which in turn provide access to call related databases, through its EXACT interface or through manual processing. BellSouth further states that, as of June 1, 1998, it was providing nine facilities-based CLECs in its region access to its signaling service via interconnection with an interexchange carrier, and another ten CLECs

receive access using a third-party signaling hub provider. No party in this proceeding addresses BellSouth's assertion. We conclude that BellSouth demonstrates through actual commercial usage that it is providing access to signalling and call related databases.

11. Checklist Item 11 -- Number Portability

a. Background

274. To meet section 271(c)(2)(B)(xi) of the Act, item (xi) of the competitive checklist, BellSouth must be in compliance with the number portability regulations the Commission has promulgated pursuant to section 251 of the Act. Congress enacted the number portability provisions of section 251 because the inability of customers to retain their telephone numbers when changing local service providers hampers the development of local competition. Thus, Congress added section 251(b)(2) to the 1934 Act, which requires all LECs, "to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission." Congress defines number portability as "the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another," and the Commission has incorporated this definition into its rules. To prevent the cost of providing number portability from itself becoming a barrier to local competition, Congress enacted section 251(e)(2), which requires that "[t]he cost of establishing telecommunications numbering administration arrangements and number portability shall be borne by all telecommunications carriers on a competitively neutral basis as determined by the Commission."

275. Pursuant to these statutory provisions, the Commission requires local exchange carriers (LECs) to offer an interim form of number portability through remote call forwarding (RCF), flexible direct inward dialing (DID), or any other comparable and technically feasible method, and to gradually replace interim number portability with a more sophisticated long-term solution using a system of regional databases. The Commission also has established guidelines for the states to follow in mandating a competitively neutral cost-recovery mechanism for interim number portability, and created a competitively neutral cost-recovery mechanism that the Commission will administer for long-term number portability. The decision of the U.S. Court of Appeals for the Eighth Circuit in Iowa Utilities Board v. FCC did not affect these pricing rules.

b. Discussion

276. BellSouth does not demonstrate compliance with checklist item (xi). BellSouth is legally obligated itself to provide interim and long-term number portability, and has provided evidence that it is providing interim number portability and implementing long-term number portability. BellSouth fails, however, to make a prima facie case that it provides interim number portability so that "users of telecommunications services [can] retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another."

1. Interim Number Portability

277. Provision. The Commission's rules require all LECs to provide interim number portability through "Remote Call Forwarding (RCF), Flexible Direct Inward Dialing (DID), or any other comparable and technically feasible method, as soon as reasonably possible upon receipt of a specific request from another telecommunications carrier." The plain language of the rule indicates that LECs must provide any technically feasible method of interim number portability that is comparable to RCF and DID; the references to RCF and DID were merely illustrative. Thus, to comply with our rules, LECs must furnish, on a transitional basis, any method of number portability comparable to RCF and DID that a competing carrier requests, if such method is

technically feasible. Subsequent to adoption of this rule, a number of state commissions have ordered carriers also to provide Route Index-Portability Hub (RI-PH), Directory Number-Route Index (DN-RI), and Local Exchange Routing Guide (LERG) Reassignment methods of interim number portability, based on findings of technical feasibility. We conclude that LERG Reassignment at the NXX level, RI-PH, and DN-RI are technically feasible methods of interim number portability comparable to RCF and DID.

278. *BellSouth submits evidence that it is providing interim number portability.* BellSouth states that it has resolved earlier problems with interim number portability, and that as of June 1, 1998, it has ported 61,094 business and 911 residential telephone numbers regionwide. More specifically, BellSouth reports that four competitive LECs in Louisiana have ported a total of 1,537 business telephone numbers and one residential telephone number. BellSouth's SGAT legally obligates it to provide number portability "with minimum impairment of functioning, quality, reliability, and convenience," and gives competitive LECs the option of obtaining interim number portability through either RCF or DID. The Louisiana Commission found that BellSouth's SGAT complies with checklist item (xi), on the grounds "that it offers, on an interim basis until an industry-wide permanent solution is adopted, number portability using remote call forwarding and direct inward dialing trunks." BellSouth states that it also offers the RI-PH, DN-RI, and LERG Reassignment methods of interim number portability through the bona fide request (BFR) process. BellSouth has already entered into an interconnection agreement with AT&T to provide RCF, RI-PH, DN-RI, and LERG Reassignment methods of interim number portability in Louisiana.

279. BellSouth does not demonstrate, however, that it is adequately coordinating unbundled loops with its provision of number portability. Consequently, it fails to demonstrate that it provides interim number portability so that "users of telecommunications services [can] retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another." As discussed above in connection with checklist item (iv) on unbundled local loops, a BOC must provide unbundled access to loops on a nondiscriminatory basis. To meet this standard, a BOC must be able to deliver within a reasonable timeframe and with a minimum of service disruption, unbundled loops of the same quality as the loops the BOC uses to provide service to its own customers. In the context of checklist item (xi), we interpret this to mean that the BOC must demonstrate that it can coordinate number portability with loop cutovers in a reasonable amount of time and with minimum service disruption.

280. BellSouth asserts that it has solved earlier problems with coordinated cutovers, and coordinates number portability and loop cutovers "to the extent that it is technically feasible to do so." BellSouth states that, to minimize service disruption and prevent calls from being misdirected, it does not provide number portability simultaneously with loop cutovers. Instead, it performs the loop cutover first, and then ports the number. Until BellSouth completes the interim number portability work, the customer will be unable to receive telephone calls because the calls will not be forwarded to the new switch from the switch that previously served the customer. Thus, when a competitive LEC requests a coordinated cutover with interim number portability for a customer previously served by BellSouth, the customer will be without incoming service from the time BellSouth disconnects the customer's loop from the original switch to the time BellSouth has both reconnected the loop to the new switch and completed provisioning the interim number portability.

281. In support of its claim that it meets this checklist item, BellSouth cites a study it recently conducted that suggests on average it reconnects loops to the competitive LEC switch approximately four minutes after it disconnects the loop from its own switch, and that provisioning interim number portability takes on average 39 seconds. But as the Department of Justice points out, BellSouth does not make clear the period between the completion of the loop cutover and the start of the interim number portability provisioning. Without such evidence, the Commission cannot determine the delay involved in providing interim number

portability with unbundled loops. Consequently, BellSouth has not indicated how long the customer is without service, including how long the customer is without the ability to receive calls, and thus has not demonstrated whether it is coordinating cutovers with interim number portability on a nondiscriminatory basis. BellSouth also provides performance data designed to show that it offers nondiscriminatory access to unbundled loops. This data, however, is not disaggregated to show performance for loops with number portability separately from loops without number portability.

282. BellSouth states in its reply comments that it did not attempt to demonstrate the overall time it takes from the beginning of the cutover to the completion of the interim number portability provisioning because some competitive LECs require both the loop cutover and interim number portability but others require just the loop or just interim number portability. This suggests, however, only that BellSouth should disaggregate the data so that it can demonstrate the time it takes to complete each type of order. BellSouth also states that the interval between completion of the cutover and the start of the interim number portability provisioning is likely only a matter of seconds, and that both it and the competitive LEC share responsibility for this gap. If this is indeed the case, the interval should not be significant, and we see no reason for BellSouth to omit this additional data. Consequently, we see the overall time it takes from the start of the cutover to the completion of the interim number portability provisioning as a relevant statistic.

283. Thus, one method for BellSouth to demonstrate in future applications that it is providing nondiscriminatory access to interim number portability is to indicate the average coordinated customer conversion intervals for loop cutovers coordinated with interim number portability. BellSouth could further demonstrate nondiscriminatory access by providing performance data on the average completion intervals for interim number portability ordered without unbundled loops and the average completion intervals for interim number portability ordered in conjunction with unbundled loops. Such information would give the Commission a means for determining the time that the customer is without service, as well as the overall time it takes to complete orders for interim number portability. This would, in turn, assist the Commission in determining whether number portability is available in a nondiscriminatory manner that does not hamper competition.

284. We do not find probative e.spire's contentions that BellSouth is having difficulty in New Orleans coordinating loops with interim number portability. e.spire states that one of the most prevalent loop cutover problems it is experiencing is BellSouth's failure to coordinate successfully the number portability functionality. e.spire does not quantify the number portability problems, however. It provides merely anecdotal evidence that two of its New Orleans customers that ported lead numbers with hunt groups could receive calls only on the lead lines. Such anecdotal evidence provides us no basis for evaluating whether the specified number portability problems are isolated instances or something more systemic. Similarly, we do not find probative MCI's anecdotes of problems with coordinated cutovers in Atlanta, especially given that BellSouth states in its reply that it has resolved problems in Georgia. If BellSouth had made its prima facie case that it coordinates loop cutovers with interim number portability, the allegations of e.spire and MCI would have been insufficient to rebut that prima facie case.

285. BellSouth also does not sufficiently demonstrate that competing carriers can access BellSouth's operations support systems to order and provision interim number portability efficiently. As the Commission stated in the Ameritech Michigan Order, a BOC must demonstrate that it "will provide nondiscriminatory access to OSS to support the provision of number portability." According to BellSouth, competitive LECs can currently order interim number portability manually or through EDI. BellSouth also states that competitive LECs can use electronic interfaces for interim number portability maintenance and billing. As discussed in our section on checklist item (ii), however, BellSouth does not demonstrate that it offers competing carriers nondiscriminatory access to its operations support systems. Thus, we find that BellSouth does not meet its burden of demonstrating that it is providing nondiscriminatory

access to its operations support systems for the provision of interim number portability.

286. We do not find probative AT&T's conclusory allegations that BellSouth has impeded the provision of RI-PH based interim number portability to AT&T customers by revoking its prior commitment to provision RI-PH in six-month intervals, and refusing to test for features conflicts or billing problems. AT&T provides no specific evidence, such as correspondence with BellSouth, to support its assertions. Without more, we cannot draw any conclusions regarding AT&T's allegations, especially in the face of BellSouth's contentions that it met AT&T's deadlines in the only two requests for RI-PH that fit AT&T's description.

287. Cost Recovery. Section 52.29 establishes two competitive neutrality guidelines. It requires that any state mechanism for the pricing of interim number portability not "(a) [g]ive one telecommunications carrier an appreciable, incremental cost advantage over another telecommunications carrier, when competing for a specific subscriber or (b) [h]ave a disparate effect on the ability of competing telecommunications carriers to earn a normal return on their investment." The Commission has interpreted these guidelines as prohibiting the assessment of all the incremental costs of providing interim number portability on competitive LECs. The Commission has also stated that the carrier forwarding a call under an interim number portability arrangement and the carrier terminating the call shall share the terminating access revenue generated in completing a call to a ported number.

288. BellSouth states that it offers RCF and DID at nondiscriminatory rates, and that the Louisiana Commission has approved these rates as consistent with the 1996 Act. BellSouth also states that the rates for RI-PH, DN-RI, and LERG Reassignment will be set through the BFR process. BellSouth's SGAT provides for the carriers to share terminating access revenues. According to MCI and Sprint, however, BellSouth is shifting all the incremental costs of interim number portability to the competitive LEC, in violation of the Commission's competitive neutrality guidelines. Sprint also states that BellSouth is not sharing terminating access revenue from calls to customers who have switched carriers through interim number portability. In its reply brief, BellSouth responds to the pricing allegations by contending that the statutory definition of number portability does not encompass interim measures, and that the pricing of interim number portability is beyond the Commission's jurisdiction.

289. Notwithstanding BellSouth's assertions to the contrary, the Commission has pricing authority over both interim- and long-term number portability. As the U.S. Court of Appeals for the Eighth Circuit observed, Congress specifically authorized the Commission to issue regulations under section 251(e), which states that carriers shall bear the costs of number portability "as determined by the Commission." Furthermore, "the 1996 Act contemplates a dynamic, not static, definition of technically feasible number portability" that includes both interim and long-term methods. It appears on the present record that BellSouth is engaging in, and the Louisiana Commission has approved, practices that may not comply with the FCC's pricing rules and competitive neutrality guidelines, such as assessing all the incremental costs of interim number portability on the competitive LEC, and not sharing the terminating access revenue from calls to ported numbers. In any future application for in-region interLATA authority under section 271, BellSouth must demonstrate that it is complying with the Commission's rules on the pricing of interim number portability.

2. Long-Term Number Portability

290. Implementation. On the present record, we find that BellSouth is implementing long-term number portability in compliance with the Commission's rules and regulations. Under the Commission's implementation schedule, LECs are to roll out long-term number portability in the 100 largest metropolitan statistical areas (MSAs) in five phases by December 31, 1998, and thereafter in switches outside the 100 largest MSAs within six months of a request by a telecommunications carrier. New Orleans and Baton Rouge are the only two Louisiana MSAs among the nation's 100 largest, and fall within phases III and V of the Commission's

implementation schedule, respectively. The deadline for phase III was June 30, 1998, but BellSouth was granted an extension to October 31, 1998. The deadline for phase V is December 31, 1998. Thus, BellSouth is required to provide long-term number portability in New Orleans by October 31, 1998, and in Baton Rouge by December 31, 1998.

291. BellSouth states that it is implementing long-term number portability consistent with the standards of the FCC, the Louisiana Commission, and industry groups. BellSouth also states that competitive LECs can order long-term number portability manually or through EDI. Mere assertions that a BOC is complying with its long-term number portability implementation obligations, however, are not sufficient to meet checklist item (xi). As the Commission stated in the Ameritech Michigan Order, an applicant must "provid[e] adequate documentation that it has undertaken reasonable and timely steps to meet its obligations" with respect to long-term number portability. The Commission

> would expect to review a detailed implementation plan addressing, at minimum, the BOC's schedule for intra- and inter-company testing of a long-term number portability method, the current status of the switch request process, an identification of the particular switches for which the BOC is obligated to deploy number portability, the status of deployment in requested switches, and the schedule under which the BOC plans to provide commercial roll-out of a long-term number portability method in specified central offices in the relevant state.

292. As a condition of the time extensions BellSouth has received, it has been filing periodic status reports on its implementation of long-term number portability. These reports were not designed to demonstrate compliance with checklist item (xi), and focus primarily on areas other than Louisiana. Nonetheless, BellSouth attaches them as exhibits to its brief to demonstrate compliance with its long-term number portability implementation obligations. From these reports it is possible to glean evidence, albeit sparse, that indicates the status in New Orleans and Baton Rouge of: intra- and inter-company testing; the switch request process; deployment in requested switches, and the roll-out in specified central offices. In light of the fact that BellSouth is not yet obligated to provide long-term number portability in Louisiana, we find this evidence sufficient at this time to meet its obligations under checklist item (xi). In the future, however, we encourage section 271 applicants to provide more detailed information that more clearly addresses the items indicated in the Ameritech Michigan Order, and that does so specifically for the state that is the subject of the application.

293. AT&T alleges that BellSouth is refusing to let carriers test the EDI electronic ordering interface before the change to long-term number portability. Although meetings with BellSouth and AT&T suggest that this dispute centers around the provision of EDI to order long-term number portability in Georgia, the record is not clear. As we said in our section on checklist item (ii), we expect BellSouth to demonstrate in any future application that it has implemented its operations support systems so that carriers can order number portability in a way that they have a meaningful opportunity to compete. That includes orders for long-term number portability with and without unbundled loops.

294. Cost Recovery. In the Third Number Portability Order, we promulgated rules allowing incumbent LECs to recover their long-term number portability costs in two federally tariffed charges: (1) a monthly end-user charge to take effect no earlier than February 1, 1999, that lasts no longer than five years, and (2) an inter-carrier charge for query-services that incumbent LECs provide other carriers. As discussed above, BellSouth's long-term number portability implementation deadlines have not arrived. Furthermore, BellSouth has recently filed its long-term number portability query tariff, which is the subject of a pending Commission tariff investigation, and any end-user charge it tariffs with the Commission will take effect no earlier than February 1999. In any future application for in-region interLATA authority under section 271, BellSouth must demonstrate that it is complying with the Commission's rules on the pricing of long-term number portability.

12. Checklist Item 12 -- Local Dialing Parity

a. Background

295. Section 271(c)(2)(B)(xii) requires a BOC to provide "[n]ondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3)." Section 251(b)(3) imposes upon all LECs "[t]he duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory services, directory assistance, and directory listing, with no unreasonable dialing delays." Section 153(15) of the Act defines "dialing parity" to mean that:

> . . . a person that is not an affiliate of a local exchange carrier is able to provide telecommunications services in such a manner that customers have the ability to route automatically, without the use of any access code, their telecommunications to the telecommunications services provider of the customer's designation from among 2 or more telecommunications services providers (including such local exchange carrier).

b. Discussion

296. BellSouth demonstrates that it provides nondiscriminatory access to such services as are necessary to allow a requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3), and thus satisfies the requirements of checklist item (xii). BellSouth makes a prima facie showing that customers of competing carriers are able to dial the same number of digits that BellSouth's customers dial to complete a local telephone call, and that these customers otherwise do not suffer inferior quality such as unreasonable dialing delays compared to BellSouth customers.

297. BellSouth demonstrates through its statements and appropriate supporting evidence that it has met its burden of proof on satisfaction of this checklist item. BellSouth is legally obligated to provide local dialing parity pursuant to its SGAT and interconnection agreements. BellSouth states that "in its territory it does not impose any requirement or technical constraint that requires CLEC customers to dial any greater number of digits than BellSouth customers to complete the same call, or causes CLEC's local service customers to experience inferior quality regarding post-dial delay, call completion rate, and transmission quality as compared to BellSouth local service customers." BellSouth further states that "it is not aware of any complaints from CLECs or their customers regarding dialing parity." We note that no commenters allege that BellSouth fails to satisfy this checklist item. We find that this checklist item has been satisfied.

13. Checklist Item 13 -- Reciprocal Compensation.

a. Background.

298. Section 271(c)(2)(B)(xiii) of the Act (checklist item (xiii)) requires that a BOC's access and interconnection includes "[r]eciprocal compensation arrangements in accordance with the requirements of section 252(d)(2)." In turn, section 252(d)(2)(A) states that "a State commission shall not consider the terms and conditions for reciprocal compensation to be just and reasonable unless (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier; and (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs

of terminating such calls."

b. Discussion.

299. We conclude that BellSouth demonstrates that its access and interconnection include reciprocal compensation arrangements in accordance with the requirements of section 252(d)(2), and thus, satisfies the requirements of checklist item (xiii). BellSouth makes a prima facie showing that it (1) has reciprocal compensation arrangements in accordance with section 252(d)(2) in place, and (2) is making all required payments in a timely fashion.

300. Reciprocal compensation arrangements in accordance with section 252(d)(2). BellSouth provides sufficient evidence to demonstrate that it satisfies the requirement of the statute that it have in place reciprocal compensation arrangements in accordance with section 252(d)(2). BellSouth demonstrates that it has a concrete legal obligation to pay reciprocal compensation. Section XIII.A. of the SGAT states: "BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and competitive LEC networks. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A." SGAT Attachment A incorporates prices that were adopted as part of the Louisiana Commission's Pricing Order.

301. With regard to BellSouth's reciprocal compensation arrangements with interconnectors purchasing switching and transport UNEs, we are not persuaded by AT&T's argument that such arrangements fail to meet checklist item (xiii) because BellSouth allegedly fails to provide sufficient billing information. Competitive LECs' reciprocal compensation rates are based on BellSouth's reciprocal compensation rates. BellSouth's reciprocal compensation rates for competitive LECs purchasing UNEs are composed of a collection of UNE rates. BellSouth argues that, because it does not demand payment for competitive LEC usage of the UNEs used to terminate traffic, no net payments are due to the competitive LECs because, it asserts, the reciprocal compensation rates owed to competitive LECs are equal to the sum of corresponding UNE rates that BellSouth would charge the competitive LEC. We agree that, if BellSouth does not, in fact, assess such UNE charges on competitive LECs and the sum of such charges is identical to the reciprocal compensation rate, reciprocal compensation payments owed to the competitive LEC would be offset by UNE payments owed to BellSouth and, thus, in this particular instance, this financial arrangement would affect the requirements of checklist item (xiii). As discussed above, BellSouth has stated these conditions to be true, and no party has presented evidence to the contrary. In reaching this conclusion, we take no position on whether reciprocal compensation rates should always be equivalent to the rates for corresponding UNEs. AT&T's argument that this arrangement does not provide it with information necessary to bill reciprocal compensation to third-parties for whom BellSouth transits traffic to the terminating competitive LEC concerns checklist item (vi), provision of local switching, not checklist item (xiii), and is discussed in section (VI)(C)(6), above.

302. Timely remuneration. BellSouth provides sufficient evidence to demonstrate that it satisfies the requirement of the statute that it make all required reciprocal compensation payments in a timely fashion, with the exception of payments for traffic delivered to Internet Service Providers (ISPs), discussed below. BellSouth states that it "has honored and will continue to honor all of its reciprocal compensation agreements."

303. At this time, we do not conclude that BellSouth is failing to make required reciprocal compensation payments in Louisiana on a timely basis. The general issue of a LEC's obligation to pay reciprocal compensation for traffic delivered to ISPs is pending in a number of proceedings. Neither this Commission nor the Louisiana Commission have reached a final determination on this matter. We do not, at this time, consider BellSouth's unwillingness to pay reciprocal compensation for traffic that is delivered to ISPs located within the same local calling area as the originating BellSouth end user in assessing whether BellSouth satisfies this checklist item. Any future grant of in-region interLATA authority under section 271 will be conditioned

on compliance with forthcoming decisions relating to Internet traffic in Louisiana.

304. We are not persuaded by e.spire's claims that BellSouth is refusing to pay it reciprocal compensation fees for non-ISP-bound traffic. e.spire does not provide evidence that it terminates the majority of non-ISP-bound traffic that it exchanges with BellSouth. Thus, e.spire does not prove that it is, in fact, owed net reciprocal compensation payments for non-ISP bound traffic, i.e., that BellSouth owes it more reciprocal compensation payments for non-ISP bound traffic than it owes BellSouth for such traffic.

305. Radiofone, a provider of cellular and paging service in Louisiana, argues that BellSouth does not meet checklist item (xiii) because it refuses to pay Radiofone reciprocal compensation pursuant to 51.717(b) of our rules. This contention is not relevant under the competitive checklist. Section 271(c)(1)(A) requires BOCs to enter into binding agreements to "provide access and interconnection to . . . one or more unaffiliated competing providers of telephone exchange service" (emphasis added) and specifically excludes cellular service from consideration as "telephone exchange service" for such purposes. The Commission has previously concluded that Radiofone's other service offering, paging service, is not "telephone exchange service." Section 271(c)(2)(A)(i) requires access and interconnection to be provided pursuant to one or more agreements described in section 271(c)(1)(A) while section 271(c)(2)(A)(ii) requires "such access and interconnection" to meet the requirements of the competitive checklist. Thus, under the competitive checklist, we are to evaluate only access and interconnection offered to unaffiliated competing providers of telephone exchange service, not access and interconnection offered to cellular and paging service providers. We therefore conclude that Radiofone's argument is irrelevant to checklist item (xiii).

14. Checklist Item 14 -- Resale.

a. Background.

306. Section 271(c)(2)(B)(xiv) of the Act requires a BOC to make "telecommunications services . . . available for resale in accordance with the requirements of sections 251(c)(4) and 252(d)(3)." Section 251(c)(4)(A) requires incumbent LECs "to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers." Section 251(c)(4)(B) prohibits "unreasonable or discriminatory conditions or limitations" on resale, with the exception that "a State commission may, consistent with regulations prescribed by the Commission under this section, prohibit a reseller that obtains at wholesale rates a telecommunications service that is available at retail only to a category of subscribers from offering such service to a different category of subscribers." Section 252(d)(3) sets forth the basis for determining "wholesale rates" as the "retail rates charged to subscribers for the telecommunications service requested, excluding the portion thereof attributable to any marketing, billing, collection, and other costs that will be avoided by the local exchange carrier."

307. In the Local Competition First Report and Order, the Commission established several rules regarding the scope of the resale requirement and permissible restrictions on resale that a LEC may impose. Most significantly, resale restrictions are presumed to be unreasonable unless the LEC "proves to the state commission that the restriction is reasonable and non-discriminatory." In the BellSouth South Carolina Order and First BellSouth Louisiana Order, the Commission determined that BellSouth failed to comply with checklist item (xiv) by, inter alia, refusing to offer contract service arrangements (CSAs) at a wholesale discount.

308. Finally, in accordance with sections section 271(c)(2)(B)(ii) and section 271(c)(2)(B)(xiv), a BOC must demonstrate that it provides nondiscriminatory access to operations support systems for the resale of its retail telecommunications services.

b. Discussion.

309. We conclude that, but for deficiencies in its OSS systems described above, BellSouth demonstrates that it makes telecommunication services available for resale in accordance with sections 251(c)(4) and 252(d)(3). Thus, but for these deficiencies, BellSouth satisfies the requirements of checklist item (xiv). BellSouth makes a prima facie showing that it (1) offers for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers and (2) offers such telecommunications services for resale without unreasonable or discriminatory conditions or limitations. BellSouth, however, fails to make a prima facie showing that it provides nondiscriminatory access to operations support systems for the resale of its retail telecommunications services.

310. Availability of wholesale rates. BellSouth provides sufficient evidence to demonstrate that it has a concrete legal obligation to make available telecommunications services at wholesale rates, as required by the statute. Section XIV of BellSouth's SGAT provides that "telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers" are available at discount levels ordered by the Louisiana Commission. BellSouth's interconnection agreements have similar provisions.

311. Since the issuance of the First BellSouth Louisiana Order, BellSouth has amended its SGAT to state that wholesale discounts apply to CSAs. The currently applicable wholesale discount for CSAs is 20.72 percent, but may change at "such time as a CSA-specific wholesale discount is determined." BellSouth states that it will agree to contract language similar to the SGAT CSA resale language with interested CLECs. Moreover, we note that BellSouth permits competing carriers to substitute the resale terms and conditions contained in the SGAT for that carrier's interconnection agreement.

312. Furthermore, we are not persuaded by KMC's claims that BellSouth should not be considered in compliance with checklist item (xiv) unless it allows parties to amend their agreements to include the CSA wholesale discount provision without accepting an entirely new resale agreement. We note that Section 24.0 of KMC's agreement requires it to elect an entire resale provision of another agreement if it seeks to amend its preexisting agreement. Moreover, KMC is entitled to select the entire resale provision from BellSouth's SGAT, which, as discussed above, we have found to meet the requirements of checklist item (xiii). We observe, however, that our conclusions regarding KMC's rights under its agreement might be affected by the pending Supreme Court review of Iowa Utilities Board.

313. Likewise, we disagree with MCI's claim that BellSouth's application is "premature" until the Louisiana Commission determines the wholesale discount applicable to CSAs consistent with section 252(d)(3) because, according to MCI, until such time, competitors are unable to make business plans based on an uncertain level of wholesale discount. As discussed above, BellSouth's SGAT legally commits it to provide CSAs at some state-determined wholesale discount, in conformance with section 251(c)(4) and the First BellSouth Louisiana Order. We are not persuaded at this time that the possibility that a state might change the level of the wholesale discount for certain offerings necessitates a finding that BellSouth fails to comply with 271(c)(2)(B)(xiv) of the Act.

314. Finally, we are not persuaded by TRA's argument that, because voice mail and other voice messaging services are "telecommunications services," BellSouth's refusal to offer these services for resale at wholesale rates constitutes a failure to meet checklist item (xiv). Checklist item (xiv) requires "telecommunications services," as defined by the 1996 Act, to be made available at wholesale rates. Contrary to the arguments of TRA, however, voice mail and voice messaging services are information services, not telecommunications services, and, thus, are not subject to this checklist provision. Prior to the enactment of the 1996 Act, the Commission classified voice messaging services as "enhanced" services. More recently, the Commission has determined that the definition of "information services" under the 1996 Act includes those

services previously classified as "enhanced services" and that "information services" are not also "telecommunications services" because the two definitions under the 1996 Act are mutually exclusive. Accordingly, voice messaging services are not subject to the resale provision of checklist item (xiv) because they are not telecommunications services.

315. Resale conditions and limitations. BellSouth states that it "does not impose unreasonable or discriminatory conditions or limitations on the resale of its telecommunications services in violation of section 251(c)(4) of the Act or the Commission's rules." As discussed below, we do not agree with arguments made by various parties claiming that particular BellSouth resale restrictions are unreasonable or discriminatory. Thus, we find there to be sufficient evidence that BellSouth is satisfying the requirement in checklist item (xiv) that it have a concrete legal obligation to offer its telecommunications services for resale in accordance with section 251(c)(4)(B) of the Act.

316. We find unpersuasive claims made by AT&T and Sprint that BellSouth does not comply with this checklist item because it limits the customers to whom a reseller may resell a CSA. BellSouth states that CSAs are available for resale to customers for whom the CSA was not originally designed so long as the resale customer is similarly situated. The Commission concluded in the Local Competition First Report and Order that "the substance and specificity of rules concerning which discount and promotion restrictions may be applied to resellers in marketing their services to end users is a decision best left to state commissions, which are more familiar with the particular business practices of their incumbent LECs and local market conditions." We see no reason at this time to change this conclusion. We further note, however, that limiting the resale of CSAs to similarly situated customers, on a general basis, may be a reasonable and non-discriminatory resale restriction because it is sufficiently narrowly tailored. CSA offerings, by their nature, are priced to a specific set of customer needs, sometimes based on a competitive bidding process. To this extent, it is reasonable to assume that BellSouth's ability to offer a particular CSA at a given price will be dependent on certain end user characteristics.

317. We are also unpersuaded by arguments made by AT&T and Sprint that BellSouth unlawfully prohibits resellers from aggregating traffic of multiple customers to meet CSA volume minimums. We note that certain groups of end users might constitute an aggregation that is similarly situated to the original CSA customer and, thus, BellSouth would be obligated to allow the reseller to aggregate the volume of such end users under the CSA. As discussed above, the Commission determined in the Local Competition First Report and Order that the matter of resale restrictions attached to promotions and discounts is best left to state commissions. The Commission created an exception to this determination, however, by concluding that it is presumptively unreasonable for incumbent LECs to require individual customers of a reseller to comply with incumbent LEC high-volume discount minimum usage requirements so long as the reseller, in aggregate, under the relevant tariff, meets the minimal level of demand. Thus, a CSA resale restriction simply forbidding volume aggregation, without economic justification, is presumptively unreasonable. There may be, however, reasonable and non-discriminatory economic justifications for certain narrowly-tailored volume aggregation restrictions such as, for example, geographic limitations on the location of lines, when economically relevant. These would constitute exceptions to our conclusion regarding volume aggregation. Because we have not been presented with sufficient evidence regarding the specific nature and rationale of any BellSouth volume aggregation prohibitions, we do not conclude at this time that BellSouth imposes unreasonable volume aggregation prohibitions. In future applications, however, to the extent that concrete examples of BellSouth volume aggregation prohibitions, i.e., imposition of discriminatory conditions in order that an aggregation of customers be deemed similarly situated, are duly brought to our attention, we will require an affirmative showing by BellSouth that such restrictions are reasonable. Failure to make CSAs available for resale to aggregations of customers similarly situated to the original CSA end user would unreasonably and discriminatorily limit the benefits of volume discounts to BellSouth end users.

318. In addition, we disagree with TRA's claim that it is discriminatory for BellSouth to impose customer change charges when an end user switches from BellSouth to a reseller but does not pay a reseller such charges when an end user switches from a reseller to BellSouth. Based on the record in this proceeding, we conclude that this asymmetry is not discriminatory. BellSouth does, in fact, incur costs in changing billing responsibility, while continuing to provide wholesale service, but resellers do not incur such charges because the reseller no longer provides wholesale or retail service to the end user. We note that BellSouth does, however, charge an end user that returns to BellSouth the same subscriber change charge (another type of charge) that it applies to the reseller when the customer initially switched to its service. We find this practice to be nondiscriminatory and reasonable, but do not comment on the appropriateness of the level of such charge as such charges are generally a matter of state jurisdiction.

319. Although BellSouth demonstrates that it makes its telecommunications services available for resale on terms and conditions consistent with our rules, it fails to demonstrate that its operations support systems provide access to resold services on a nondiscriminatory basis. We identify in Section V.C.2.(a). above the specific deficiencies of BellSouth's operations support systems with respect to the resale of services. We, therefore, conclude that BellSouth fails to demonstrate that it meets the requirements of this checklist item.

VII. SECTION 272

A. Background

320. Section 271(d)(3)(B) requires that the Commission shall not approve a BOC's application to provide interLATA services unless the BOC demonstrates that "the requested authorization will be carried out in accordance with the requirements of section 272," which sets forth structural, transactional, and other requirements. The Commission set standards for compliance with section 272 in the Accounting Safeguards Order and the Non-Accounting Safeguards Order. In the Ameritech Michigan Order, the Commission stated that compliance with section 272 is "of crucial importance, because the structural and nondiscrimination safeguards of section 272 seek to ensure that competitors of the BOCs will have nondiscriminatory access to essential inputs on terms that do not favor the BOC's affiliate." The Commission stated that these safeguards "discourage, and facilitate detection of, improper cost allocation and cross-subsidization between the BOC and its section 272 affiliate."

321. The Commission also explained in the Ameritech Michigan Order that section 271(d)(3)(B) requires "a predictive judgment regarding the future behavior of the BOC." The Commission stated that, in making this judgment, "the past and present behavior of the BOC applicant" would be "highly relevant" because that behavior provides "the best indicator of whether [the applicant] will carry out the requested authorization in compliance with the requirements of section 272." Thus, we will examine BellSouth's asserted compliance with section 272 and evidence of violations of section 272 as indicators of BellSouth's future behavior.

B. Discussion

322. Although BellSouth makes a prima facie showing for many of the requirements of section 272, we find that BellSouth does not demonstrate that it will comply fully with several of the requirements of section 272 because BellSouth fails to disclose all of the transactions between the BOC, BellSouth Telecommunications, Inc., and its section 272 affiliate, BellSouth Long Distance, and does not demonstrate that it is providing OSS on a nondiscriminatory basis to other carriers. Therefore, BellSouth's request for in-region interLATA authorization does not satisfy the requirement of section 271(d)(3)(B) that such a request would be carried out in accordance with the requirements of section 272. These findings constitute an independent ground for denying BellSouth's application. We examine these deficiencies in BellSouth's Application in greater detail below. Nevertheless, we are encouraged by BellSouth's substantial efforts to

institute policies, procedures, training and controls to ensure compliance with section 272's requirements.

1. Structural Separation, Transactional, and Accounting Requirements of Section 272

323. Section 272(a) -- Separate Affiliate. BellSouth does not make a prima facie showing or meet the burden of persuasion that it will comply with section 272(a), which requires BOCs and their local exchange carrier affiliates that are subject to the requirements of section 251(c) to provide manufacturing activities and certain competitive services through separate affiliates. Specifically, the Commission concluded in the Non-Accounting Safeguards Order that section 272 allows a BOC to engage in manufacturing activities, origination of certain interLATA telecommunications services, and the provision of interLATA information services, so long as the BOC does so through an affiliate that is separate from any operating company entity that is subject to section 251(c), and so long as the affiliate meets the requirements of section 272(b). Because, as explained below, BellSouth does not meet the requirement of section 272(b)(5), we find that BellSouth fails to satisfy the requirement of section 272(a).

324. BellSouth has established a section 272 affiliate, BellSouth Long Distance (BSLD), which will provide in-region interLATA services once section 271 approval is obtained. BSLD is a Delaware corporation, which is the wholly-owned sole subsidiary of BellSouth Long Distance Holdings, Inc. which is itself a wholly-owned subsidiary of BellSouth Corp., the parent corporation of BellSouth Telecommunications, Inc. (BST). BellSouth states that BST and BSLD are separate entities and neither entity owns the stock of the other. BellSouth states that it may reorganize, merge, or otherwise change the form of BSLD or create or acquire additional interexchange subsidiaries. In this event, we expect, as BellSouth represents, that any such subsidiaries designated as section 272 affiliates will meet all of the requirements of section 272, including disclosure of past transactions pursuant to the requirement in section 272(b)(5), and other applicable state and federal regulations.

325. Section 272(b)(1) -- Operate Independently. BellSouth makes a prima facie showing and meets the burden of persuasion that it will comply with section 272(b)(1), which requires that the section 272 separate affiliate "operate independently from the Bell operating company." The Commission has interpreted section 272(b)(1) to impose four important restrictions: (1) no joint BOC-affiliate ownership of switching and transmission facilities; (2) no joint ownership of the land and buildings on which such facilities are located; (3) no provision by the BOC (or other non-section 272 affiliate) of operation, installation, or maintenance services with respect to the section 272 affiliate's facilities; and (4) no provision by the section 272 affiliate of operation, installation, or maintenance services with respect to the BOC's facilities.

326. BellSouth states in its Application that, so long as BSLD is subject to the requirements of section 272, it will operate in a manner that satisfies both section 272 and the Commission's implementing regulations, including the Commission's "operate independently" requirement. BellSouth commits that BST and BSLD will not jointly own telecommunications transmission or switching facilities or the land and buildings on which such facilities are located while subject to this restriction under section 272. BellSouth also asserts that BST employees will not operate, install, or maintain BSLD's facilities, as long as they are prohibited from doing so by section 272. Correspondingly, BellSouth states that BSLD has not provided, is not providing, and will not provide operating, installation, and maintenance services to BST in connection with BST's facilities, subject to the sophisticated equipment exception set forth in the Non-Accounting Safeguards Order.

327. We do not find persuasive Sprint's assertions that BellSouth does not intend to comply fully with this requirement. Sprint contends that BellSouth interprets the "operate independently" requirement to require only that the BOC and the section 272 affiliate not perform operating, installation, and maintenance activities on each other's switching and transmission

equipment, rather than applying this restriction to all facilities, as Sprint believes, the Non-Accounting Safeguards Order requires. We find this argument unpersuasive because the Commission expressly limited the operation, installation, and maintenance restriction to switching and transmission facilities in the Non-Accounting Safeguards Order.

328. Section 272(b)(2) -- Books, Records, and Accounts. Based on our review of the record evidence, we conclude that BellSouth makes a prima facie showing and demonstrates that it will comply with the section 272(b)(2) requirement that the section 272 separate affiliate "shall maintain books, records, and accounts in the manner prescribed by the Commission which shall be separate from the books, records, and accounts maintained by the Bell operating company of which it is an affiliate." In the Accounting Safeguards Order, the Commission determined that the section 272 affiliates must maintain their books, records, and accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Because BellSouth demonstrates that BSLD uses a different chart of accounts than the BOC and that BSLD uses separate accounting software maintained at a separate location, BellSouth provides sufficient assurances that BSLD's books, accounts, and financial records are separate from BST's books and records. BellSouth asserts, and no commenter disputes, that BSLD maintains its books, records, and accounts in accordance with GAAP. To support its assertion, BSLD states that a regular audit program ensures GAAP compliance and provides evidence of its internal controls. We find that this evidence provides sufficient assurances that BSLD maintains its books, accounts, and records in accordance with GAAP.

329. Section 272(b)(3) -- Separate Officers, Directors and Employees. We conclude that BellSouth makes a prima facie showing and establishes that it will comply with section 272(b)(3), which states that the section 272 separate affiliate "shall have separate officers, directors, and employees from the Bell operating company of which it is an affiliate." In the Ameritech Michigan Order, the Commission emphasized that section 272(b)(3) requires the BOC and its section 272 affiliate to have independent management. The Commission concluded that the BOC and its affiliate must appoint a board of directors if the corporations are wholly-owned subsidiaries of the same parent corporation, and applicable state law imputes the responsibilities of directors for the wholly-owned subsidiary to the shareholders of the parent corporation.

330. BellSouth states that BSLD has separate officers, directors, and employees from BST who will not serve simultaneously as officers, directors, or employees of BST. We find unpersuasive AT&T's assertion that BellSouth fails to meet the "separate officers, directors, and employees" requirement in section 272(b)(3) because BellSouth does not adequately explain the reporting structure of its officers. We disagree with Sprint's contention that having one director for BSLD is insufficient to satisfy the requirement of section 272(b)(3) because one director cannot provide the collective oversight and consideration for the effective realization of the Board of Director's substantial responsibilities. Neither the statute nor our implementing regulations require a BOC to outline the reporting structure of its affiliate's Board of Directors, or establish a minimum number of Board members. BellSouth demonstrates that BSLD and BST have and will have separate officers as required by section 272(b)(3).

331. Section 272(b)(4) -- Credit Arrangements. BellSouth makes a prima facie showing and demonstrates that it will comply with the requirements of section 272(b)(4) that the section 272 separate affiliate "may not obtain credit under any arrangement that would permit a creditor, upon default, to have recourse to the assets of the Bell operating company." In the Non-Accounting Safeguards Order, the Commission interpreted the provision to prohibit a BOC, the parent of a BOC, or a non-section 272 affiliate of a BOC from co-signing a contract or other instrument with its section 272 affiliate that would permit a creditor recourse to the BOC's assets in the event of default by the section 272 affiliate. BellSouth states in its Application that creditors of BSLD do not and will not have recourse to the assets of BST. In addition, BellSouth states that BSLD does not and will not make available to any creditor recourse to BST's assets indirectly through a non-section 272 BellSouth affiliate. Thus, BellSouth has adequately demonstrated that it meets the requirements of section 272(b)(4).

332. Section 272(b)(5) -- Affiliate Transactions. Section 272(b)(5) encompasses two requirements regarding transactions between a BOC and its section 272 affiliate: (1) that affiliate transactions be publicly disclosed, and (2) that affiliate transactions be conducted on an arm's-length basis. We conclude that BellSouth does not make a prima facie showing and does not meet the burden of persuasion that it will comply with either requirement of section 272(b)(5).

333. BellSouth does not demonstrate that it will comply with the public disclosure requirement of section 272(b)(5), which requires all transactions between the BOC and its section 272 affiliate to be "reduced to writing and available for public inspection." The section 272(b)(5) public disclosure requirement consists of three components. First, the section 272 affiliate must provide, at a minimum, a detailed written description of the asset transferred or the service provided in the transaction, and post the terms and conditions of the transaction on the company's home page on the Internet within 10 days of the transaction. Second, the descriptions "should be sufficiently detailed to allow us to evaluate compliance with our accounting rules." Finally, the descriptions must be made available for public inspection at the BOC's principal place of business, and must include a statement certifying the truth and accuracy of such disclosures.

334. In the Ameritech Michigan Order, the Commission concluded that Ameritech failed to demonstrate that it would carry out the requested authorization in accordance with section 272(b)(5) because of its failure to disclose publicly the rates for all of the transactions between the BOC and its section 272 affiliate. The Commission explained that "a statement of the valuation method used, without the details of the actual rate, does not provide the specificity we required in the Accounting Safeguards Order." Moreover, it appeared that Ameritech and ACI had not publicly disclosed all of their transactions. Finally, the Commission stated that BOCs were obligated to comply with the requirements of section 272 as of the date of its enactment.

335. We find that BellSouth does not provide adequate assurances or demonstrate that it makes publicly available all transactions between BST and BSLD as required by section 272(b)(5) and the Commission's rules, and therefore we are not convinced that the requested authorization will be carried out in accordance with section 272(b)(5). Our review of BellSouth's Automated Reporting Management Information System ("ARMIS") filings, its cost allocation manuals ("CAMs"), and its CAM audit workpapers revealed significant discrepancies between these filings and BellSouth's section 272(b)(5) Internet disclosures. During our review, we found that BellSouth failed to disclose fully all transactions between BST and BSLD. These discrepancies, along with the lack of a definitive statement in BellSouth's Application to the effect that all transactions are disclosed, which is necessary to make a prima facie showing, suggest that BellSouth has failed to disclose all transactions between BST and BSLD as required by section 272(b)(5) and our rules. Failing to disclose fully the details of the transactions between the BOC and its section 272 affiliate is contrary to section 272(b)(5) because it impairs our ability to evaluate compliance with our accounting safeguards and deprives unaffiliated parties of the information necessary to take advantage of the same rates, terms, and conditions enjoyed by the BOC's section 272 affiliate.

336. We further conclude that BellSouth has not disclosed sufficient details of the transactions posted on its Internet site in order to satisfy section 272(b)(5). Many of BellSouth's Internet postings do not contain the information needed by third parties to determine whether to use similar services offered by BST. For example, many of BellSouth's descriptions are overly broad because such descriptions fail to state the substance, rates, terms, and conditions of the transactions between BST and BSLD. BellSouth's failure to disclose the rates charged for certain services makes its impossible for an unaffiliated third party to make informed purchasing decisions, and falls short of providing the information needed to assure compliance with our accounting rules.

337. We disagree with BellSouth that our rules require a BOC to disclose only

summaries of its transactions with a section 272 affiliate. In the Accounting Safeguards Order, we stated that the section 272 affiliate must "provide a detailed written description of the asset or service transferred and the terms and conditions of the transaction," and that such description "should be sufficiently detailed to allow us to evaluate compliance with our accounting rules." In the Ameritech Michigan Order, we stressed that section 272(b)(5) requires BOCs to disclose the rates, terms, and conditions of all transactions between the BOC and its section 272 affiliate. In order to demonstrate compliance with the public disclosure requirement of section 272(b)(5) in future applications, BellSouth should disclose sufficient detail for all transactions between BST and BSLD taking place after February 8, 1996. The final contract price alone is not sufficient for evaluating compliance. Instead, such disclosures should include a description of the rates, terms, and conditions of all transactions, as well as the frequency of recurring transactions and the approximate date of completed transactions. For asset transfers, BellSouth should disclose the appropriate quantity and, if relevant, the quality of the transferred assets. For affiliate transactions involving services, BellSouth should disclose the number and type of personnel assigned to the project, the level of expertise of such personnel, any special equipment used to provide the service, and the length of time required to complete the transaction. BellSouth should also state whether the hourly rate is a fully-loaded rate, and whether or not that rate includes the cost of materials and all direct or indirect miscellaneous and overhead costs, so that we can evaluate compliance with our accounting safeguards. BellSouth should consistently report its transactions in its Internet disclosures, the information available at its principal place of business, and its various accounting disclosures. Finally, because we are concerned that BellSouth's Internet posting procedures may not be sufficient, BellSouth should clearly state its Internet posting procedures, including the anticipated duration of its posting, on its Internet site and in any future section 271 application.

338. We disagree with AT&T that BellSouth is required to disclose publicly all transactions between the section 272 affiliate and other nonregulated affiliates in its section 271 application. Our rules require only public disclosures of transactions between the BOC and its section 272 affiliate. Instead, we view transactions between BSLD and BellSouth's other nonregulated affiliates as the proper subject of the biennial audits, which require a thorough examination of all affiliate transactions in order to evaluate compliance with the statute and our rules. We therefore decline to expand BellSouth's disclosure obligations in the manner suggested by AT&T.

339. Because BellSouth has failed to disclose all transactions between BST and BSLD, we cannot evaluate fully BSLD's compliance with the second requirement of section 272(b)(5) to "conduct all transactions with the Bell operating company of which it is an affiliate on an arm's length basis." In the Accounting Safeguards Order, we concluded that a BOC would satisfy the arm's length requirement by following our Part 32 affiliate transactions rules. The affiliate transactions rules protect ratepayers and prevent improper cross-subsidization by requiring incumbent LECs, including the BOCs, to record the costs of transactions between the carrier and its nonregulated affiliates in accordance with a specific hierarchy of valuation methodologies. We do note, however, that BellSouth has provided evidence of internal controls and procedures, such as its training programs and company memoranda, that appear to show that BST and BSLD comply with the requirement to conduct transactions on an arm's length basis. Although we agree with AT&T that, under these facts, mere paper promises to comply are insufficient, we find that BSLD appears to have provided information indicating compliance with the arm's length requirement for those transactions disclosed on its Internet site. BellSouth's corporate policies, employee training, and internal compliance program appear to indicate that such affiliate transactions are occurring at arm's length.

340. Section 272(c)(2) -- Accounting Principles. Because BellSouth has failed to disclose all transactions between BST and BSLD, we cannot fully evaluate BST's compliance with section 272(c)(2), which states that "[i]n its dealings with its separate affiliate, a BOC "shall account for all transactions with an affiliate described in subsection (a) in accordance with accounting principles designated or approved by the Commission." In the Accounting

Safeguards Order, we concluded that the existing affiliate transactions rules, with certain modifications, generally satisfy the requirement under section 272(c)(2). For those transactions that BellSouth has disclosed, we find that BellSouth has made a prima facie showing that BST accounts for such transactions are in accordance with our accounting rules. BellSouth's ARMIS and CAM information, internal corporate accounting policies, employee training, and internal compliance program appear to indicate that the BOC is accounting for all transactions with its section 272 affiliate in accordance with our accounting rules. We disagree, however, with BellSouth's claims that its ARMIS data conclusively proves that all transactions between the BOC and its section 272 affiliate are conducted on an arm's length basis, and that all such affiliate transactions are audited for compliance. Although our rules require an independent audit of a BOC's CAM and ARMIS filings, the independent audit involves testing only a sample of a BOC's affiliate transactions for compliance with our accounting safeguards. We likewise disagree with AT&T regarding the significance we should attribute to BellSouth's past accounting compliance problems that have been redressed and corrected. For future section 271 applications, BellSouth should provide descriptions of corporate policies, evidence of internal training on the accounting requirements, complete disclosures of all transactions between the BOC and its section 272 affiliate, and an explanation of the appropriate valuation methodologies applied for such transactions.

2. Nondiscrimination Safeguards of Section 272

341. Section 272(c)(1) -- Nondiscrimination. We conclude that BellSouth does not adequately demonstrate that it will comply with the nondiscrimination requirement of section 272(c)(1) which requires that a BOC in its dealings with its section 272 affiliate "may not discriminate between that company or affiliate and any other entity in the provision or procurement of goods, services, facilities, and information, or in the establishment of standards." In the Non-Accounting Safeguards Order, the Commission interpreted this section to require a BOC to "provide to unaffiliated entities the same goods, services, facilities, and information that it provides to its section 272 affiliate at the same rates, terms, and conditions." The Commission determined that "any discrimination with respect to a BOC's procurement of goods, services, facilities, or information between its section 272 affiliate and an unaffiliated entity establishes a prima facie case of discrimination under section 272(c)(1)."

342. The Commission also concluded that section 272(c)(1) extends to any good, service, facility, or information that a BOC provides to its section 272 affiliate, including those that are not telecommunications-related, and administrative and support services. Furthermore, the Commission interpreted the term "facilities" in section 272(c)(1) to include, among other things, the seven unbundled network elements described in the Local Competition First Report and Order. In addition, the Commission concluded in the Non-Accounting Safeguards Order that, if a BOC transfers ownership of its Official Services Network to its section 272 affiliates, it must do so in a nondiscriminatory manner in accordance with section 272(c)(1), among other statutory provisions.

343. BellSouth states that, subject to the joint marketing authority granted by section 272(g), BST does and will make available to unaffiliated entities any goods, services, facilities, and information that BST provides or will provide to BSLD at the same rates, terms, and conditions. Despite this statement, we conclude that BellSouth does not make a prima facie showing or meet the burden of persuasion that it fully meets the requirements of section 272(c)(1) regarding nondiscriminatory provision of information. In particular, BellSouth is not disclosing all of the transactions that have occurred between BST and BSLD in accordance with section 272(b)(5); therefore, its affiliate has information about those transactions that unaffiliated entities do not have. In addition, BellSouth fails to provide nondiscriminatory access to its OSS and thereby discriminates in the provision of information to unaffiliated entities. BellSouth's specific non-compliance with the requirement for nondiscriminatory provision of these goods, services, facilities, and information is discussed supra in the relevant portions of this Order.

344. Despite BellSouth's failure to disclose all of its affiliate transactions and provide OSS on a nondiscriminatory basis, we find, based on the record, that BellSouth adequately demonstrates that BST does not and will not, for so long as the section 272 requirement applies, discriminate with regard to protection of confidential network or customer information. AT&T argues that BellSouth will violate section 272(c)(1) because it will provide Customer Proprietary Network Information (CPNI) to its section 272 affiliate in a discriminatory fashion. AT&T advanced a similar argument in the CPNI proceeding, which the Commission expressly rejected. We do not revisit that issue in this Order.

345. BellSouth also adequately demonstrates that it implements the appropriate safeguards and employee training to comply with the nondiscrimination obligation in section 272(c)(1). BellSouth states that each BST officer has sent or is preparing to send personal correspondence to each employee in his or her organization concerning the requirements of Section 272 and the Commission's interpretation. BST has also established an "Ethics Hotline" which allows employees to report anonymously suspected violations of law, including these requirements. Correspondingly, BSLD conducts educational sessions, attended by every employee regarding the requirements of the Act. In addition, all BellSouth employees are bound by confidentiality requirements that constitute part of their employment obligations. Based upon BellSouth's training programs and safeguards, we find unpersuasive AT&T's and MCI's concerns that the one-third of BSLD's employees, who are former employees of BST, will serve as improper conduits of confidential information between BST and BSLD, and require additional internal safeguards to satisfy section 272(c)(1).

346. Regarding network changes that will affect a competitor's ability to perform or provide service or BST's interoperability with other telecommunications carriers, we find that BellSouth adequately demonstrates that BST will continue to provide public notice on a nondiscriminatory basis in compliance with section 272(c)(1). BellSouth states that BST will not inform BSLD or any other affiliated or unaffiliated carrier about planned network changes until public notice has been given in accordance with Commission rules. BellSouth also commits that BST will continue to participate in public standards-setting bodies and will not discriminate in favor of BSLD in the establishment of standards relating to interconnection or interoperability of public networks. Moreover, BellSouth affirms that BST will not discriminate, for so long as the requirement is in place, between BSLD and unaffiliated interexchange carriers in the processing of PIC change orders.

347. We also reject MCI's demands that BellSouth should affirmatively state in its Application if any portion of its Official Services Network will be made available to BSLD, on what terms, and through what processes. BellSouth states that it will comply with the Commission's prohibition in the Non-Accounting Safeguards Order against the BOC's use of its Official Services Network to provide interLATA services, with the exception of grandfathered and incidental interLATA services. BellSouth acknowledges that the Non-Accounting Safeguards Order prohibits the transfer of Official Services Networks to section 272 affiliates except on a nondiscriminatory basis and it commits to comply with these requirements. We find these commitments to be sufficient.

348. Section 272(e)(1) -- Fulfillment of Requests for Telephone Exchange and Exchange Access. We conclude that BellSouth does not make a prima facie showing and does not demonstrate that it will comply with section 272(e)(1), which requires a BOC and any BOC affiliate that is an incumbent LEC to "fulfill any requests from an unaffiliated entity for telephone exchange service and exchange access within a period no longer than the period in which it provides such telephone exchange service and exchange access to itself or to its affiliates." In the Non-Accounting Safeguards Order, the Commission concluded that "the term 'requests' should be interpreted broadly, and that it includes, but is not limited to, initial installation request, subsequent requests for improvement, upgrades or modifications of service, or repair and maintenance of these services." The Commission also concluded that, "for equivalent requests, the response time a BOC provides to unaffiliated entities should be no greater than the response

time it provides to itself or its affiliates." Furthermore, the Commission determined that, "the BOCs must make available to unaffiliated entities information regarding the service intervals in which the BOCs provide service to themselves or their affiliates."

349. BellSouth states that BST will fulfill any request from unaffiliated entities for installation and maintenance of telephone exchange and exchange access services within a period no longer than the period in which it provides such services to BSLD. We find BellSouth's statement of compliance insufficient since it limits requests to installation and maintenance. Also, according to BellSouth, unaffiliated telecommunications carriers are able to transfer and receive the data necessary to perform maintenance and repair functions through its OSS functions, and repair dates are established for all carriers on a nondiscriminatory basis. Contrary to BellSouth's assertion, however, we have found that BellSouth fails to provide nondiscriminatory access to its OSS; therefore, we conclude that BellSouth does not adequately demonstrate that it will satisfy the requirement of section 272(e)(1).

350. We also decline to grant MCI's request that specific performance standards and reporting requirements be set forth in this Order. Though BellSouth promises to comply with Commission monitoring and reporting requirements, MCI asserts that BellSouth has an obligation to set comprehensive performance standards and reporting requirements, in the absence of Commission requirements, in order to satisfy the nondiscrimination requirement in section 272(e)(1). While we do not impose such an obligation here, we encourage BellSouth to submit in future applications specific performance standards for measuring its compliance with the requirements of section 272(e)(1).

351. Section 272(e)(2) -- Facilities, Services, or Information Concerning Exchange Access. We conclude that BellSouth does not make a prima facie showing and does not demonstrate that it will comply with the requirement in section 272(e)(2) that a BOC and any BOC affiliate that is an incumbent LEC "shall not provide any facilities, services, or information concerning its provision of exchange access to the affiliate described in subsection (a) unless such facilities, services, or information are made available to other providers of interLATA services in that market on the same terms and conditions." In the Non-Accounting Safeguards Order, the Commission concluded that "the term 'providers of interLATA services in that market' means any interLATA services provider authorized to provide interLATA service in the same state where the relevant section 272 affiliate is providing service." The Commission also concluded that only telecommunications carriers are eligible to obtain facilities, services, or information pursuant to section 272(e)(2).

352. BellSouth commits that BST will refuse to provide any facilities, services, or information concerning its provision of exchange access to BSLD unless such facilities, services, or information are made available to other providers of interLATA services in that market on the same terms and conditions. Nevertheless, despite this statement, we find that, because BellSouth is not providing nondiscriminatory access to its OSS which is used in the provision of exchange access, BellSouth has not made a prima facie showing and has not demonstrated that BST will provide facilities, services, or information concerning its provision of exchange access to BSLD on a nondiscriminatory basis as required by section 272(e)(2).

353. Section 272(e)(3) -- Amount for Access to Telephone Exchange and Exchange Access. BellSouth has made a prima facie showing and has adequately demonstrated that it will comply with section 272(e)(3), which requires a BOC and any BOC affiliate that is an incumbent LEC to "charge the affiliate described in subsection (a), or impute to itself (if using the access for its provision of its own services), an amount for access to its telephone exchange service and exchange access that is no less than the amount charged to any unaffiliated interexchange carriers for such service." In the Non-Accounting Safeguards Order, the Commission determined that "a section 272 affiliate's purchase of telephone exchange service and exchange access at tariffed rates, or a BOC's imputation of tariffed rates, will ensure compliance with section 272(e)(3)." In the Accounting Safeguards Order, the Commission concluded that, "where a BOC charges different rates to different unaffiliated carriers for access to its telephone exchange service, the

BOC must impute to its integrated operations the highest rate paid for such access by unaffiliated carriers." The Commission further stated that the BOC may consider the comparability of the service provided and may take advantage of the same volume discount purchases offered to its interLATA affiliate and other unaffiliated carriers.

354. BellSouth states that BST will charge BSLD rates for telephone exchange service and exchange access that are no less than the amount BST would charge any unaffiliated interexchange carrier for such service. BellSouth also states that where BST uses exchange access for the provision of its own services, BST will impute to itself the same amount it would charge an unaffiliated interexchange carrier. Therefore, BellSouth has adequately demonstrated that it will comply with the requirement of section 272(e)(3).

355. Section 272(e)(4) -- Provision of InterLATA or IntraLATA Facilities or Services. BellSouth has also made a prima facie showing and has adequately demonstrated that it will comply with the requirement in section 272(e)(4) that a BOC and any BOC affiliate that is an incumbent LEC "may provide any interLATA or intraLATA facilities or services to its interLATA affiliate if such services or facilities are made available to all carriers at the same rates and on the same terms and conditions, and so long as the costs are appropriately allocated." BellSouth commits that, to the extent that BST is permitted to provide interLATA or intraLATA facilities or services to BSLD, BST will make such services or facilities available to all carriers at the same rates, terms, and conditions and will record any transactions between BST and BSLD in the manner prescribed in the Accounting Safeguards Order.

3. Joint Marketing Requirements of Section 272

356. Section 272(g)(1) -- Affiliate Sales of Telephone Exchange Services. We conclude that BellSouth does not make a prima facie showing and does not meet the burden of persuasion that it will comply with section 272(g)(1) in one respect. BellSouth demonstrates substantial compliance with section 272(g)(1) with the exception that BellSouth makes no mention of BSLD's marketing of information services. Section 272(g)(1) states that "[a] Bell operating company affiliate required by this section may not market or sell telephone exchange services provided by the Bell operating company unless that company permits other entities offering the same or similar service to market and sell its telephone exchange services." In the Non-Accounting Safeguards Order, the Commission interpreted the term "same or similar service" to encompass information services, such that a section 272 affiliate may not market information services and BOC telephone exchange services unless the BOC permits other information service providers to market and sell telephone exchange services. BellSouth commits in its Application that BSLD will not market or sell BST's telephone exchange service unless BST permits BSLD's competitors to do so as well. BellSouth, however, makes no mention of whether BSLD intends to market information services and whether BST will also permit other information service providers to market and sell telephone exchange services. We expect that BellSouth can remedy this by specifically addressing information services in future applications.

357. Section 272(g)(2) -- Bell Operating Company Sales of Affiliate Services. We conclude that BellSouth makes a prima facie showing and demonstrates, for purposes of this Order, that it will comply with section 272(g)(2), which requires that "[a] Bell operating company may not market or sell interLATA service provided by an affiliate required by this section within any of its in-region States until such company is authorized to provide interLATA services in such State under section 271(d)." In the Non-Accounting Safeguards Order, the Commission concluded that "BOCs must provide any customer who orders new local exchange service with the names and, if requested, the telephone numbers of all of the carriers offering interexchange services in its service area." In the BellSouth South Carolina Order, the Commission determined that, during inbound calls, BOCs may mention their section 272 affiliate, apart from including that affiliate in a list of available interexchange carriers.

358. We find unpersuasive Sprint's and AT&T's assertion that one of BellSouth's

proposed marketing arrangements exceeds the boundaries of acceptable joint marketing. Regarding section 272(g)(2), BST states that it has not and will not market or sell BSLD's interLATA services in Louisiana until the Commission grants BellSouth in-region interLATA authority for that State. BellSouth also declares that, when authorized to offer long distance service in Louisiana, BellSouth will use the same joint marketing/equal access approach set forth in the BellSouth South Carolina Order. Accordingly, when BST markets BSLD long distance service during inbound calls, BST will offer to read, in random order, the names and, if requested, the telephone numbers of all available interexchange carriers. Sprint and AT&T, however, argue that it would be inconsistent with section 272 for BSLD to provide sales tools to assist BST sales personnel in providing customers with information upon request about how BSLD's services compare with other providers' services. We believe that BellSouth's provision of accurate information to consumers upon request about the services available to them is a form of acceptable joint marketing. Should BellSouth misrepresent BSLD's services or mislead consumers with false information, interexchange carriers have alternative methods of seeking recourse through the Commission and through private litigation.

359. Section 272(g)(3) -- Joint Marketing and Sale of Services. We find that BellSouth makes a prima facie showing and adequately demonstrates that it will comply with section 272(g)(3), which states that "[t]he joint marketing and sale of services permitted under this subsection shall not be considered to violate the nondiscrimination provisions of subsection (c)." In the Non-Accounting Safeguards Order, the Commission determined that activities such as customer inquiries, sales functions, and ordering are permitted under section 272(g)(3), because they involve only the marketing and sales of a section 272 affiliate's services, and therefore are exempt from the nondiscrimination requirements in section 272(c). The Commission found, however, that planning, design, and development appear to be beyond the scope of the section 272(g) exception to the BOC's nondiscrimination obligations, and thus are subject to the nondiscrimination provisions contained in section 272(c).

360. BellSouth states that, to the extent BST engages in product development with BSLD, it will do so on a nondiscriminatory basis with unaffiliated entities so long as it is required to do so under section 272. We note that AT&T is concerned that BellSouth's joint marketing plans involve the development and creation of packages of services offered on an integrated basis, and that BellSouth has not shown that it will make these services available on a nondiscriminatory basis. We expect, however, as BellSouth commits in good faith, that to the extent BST is involved with planning, design, and development activities for BSLD, BST will make these services available to other entities on a nondiscriminatory basis pursuant to section 272(c)(1).

VIII. PUBLIC INTEREST

361. In order to provide guidance for future applications, we take this opportunity to address certain issues relating to our public interest inquiry. BellSouth asserts that entry into a particular in-region, interLATA market is consistent with the public interest requirement whenever a BOC has implemented the competitive checklist. BellSouth also asserts that our responsibility to evaluate public interest concerns is limited narrowly to assessing whether BOC entry would enhance competition in the long distance market. Both of these arguments were considered and rejected in the Ameritech Michigan Order, and BellSouth has given us no reason to revisit the prior determinations on these issues here. Therefore, we reaffirm the Commission's earlier decision that section 271 relief may be granted only when: (1) the competitive checklist has been satisfied; and (2) the Commission has independently determined that such relief is in the public interest. We also reaffirm the decision that the Commission should consider whether approval of a section 271 application will foster competition in all relevant telecommunications markets (including the relevant local exchange service market), rather than just in the in-region, interLATA market.

362. We note that the Commission stated in the Ameritech Michigan Order that we

have broad discretion to identify and weigh all relevant factors in determining whether BOC entry into a particular in-region, interLATA market is consistent with the public interest. In the Ameritech Michigan Order the Commission also stated that, in making a case-by-case determination of whether the public interest would be served by granting a section 271 application, it would consider and balance a variety of factors in each case, and that, unlike the requirements of the competitive checklist, the presence or absence of any one factor would not dictate the outcome of the public interest inquiry.

363. For example, evidence that a BOC has agreed to performance monitoring (including performance standards and reporting requirements) in its interconnection agreements with new entrants would be probative evidence that a BOC will continue to cooperate with new entrants, even after it is authorized to provide in-region, interLATA services. Performance monitoring serves two key purposes. First, it provides a mechanism by which to gauge a BOC's present compliance with its obligation to provide access and interconnection to new entrants in a nondiscriminatory manner. Second, performance monitoring establishes a benchmark against which new entrants and regulators can measure performance over time to detect and correct any degradation of service rendered to new entrants, once a BOC is authorized to enter the in-region, interLATA services market.

364. We would be particularly interested in whether such performance monitoring includes appropriate, self-executing enforcement mechanisms that are sufficient to ensure compliance with the established performance standards. That is, as part of our public interest inquiry, we would inquire whether the BOC has agreed to private and self-executing enforcement mechanisms that are automatically triggered by noncompliance with the applicable performance standard without resort to lengthy regulatory or judicial intervention. The absence of such enforcement mechanisms could significantly delay the development of local exchange competition by forcing new entrants to engage in protracted and contentious legal proceedings to enforce their contractual and statutory rights to obtain necessary inputs from the incumbent.

365. In sum, when conducting a public interest analysis of a section 271 application, we will balance a number of factors in order to determine whether entry by a BOC to provide in-region, interLATA telecommunications services will serve the public interest, convenience and necessity. In taking this approach, we recognize that Congress specifically chose to include the public interest requirement of section 271 in addition to the checklist requirements. At the same time, we hope that a BOC which has satisfied all of the other statutory requirements for entry under section 271 and ensured continued compliance with these requirements would also be able to satisfy the public interest requirement.

366. In the preceding sections of this Order, we concluded that BellSouth has not implemented fully the competitive checklist, and has not demonstrated that its authorization will be carried out in accordance with section 272. We, therefore, must deny BellSouth's application for authorization to provide in-region, interLATA telecommunications services in Louisiana. As a result, we need not reach the further question of whether the requested authorization is otherwise consistent with the public interest, convenience and necessity, as required by section 271(d)(3)(C).

IX. PROCEDURAL MATTERS

367. AT&T filed a Motion to Strike asking that the Commission strike from the record or disregard certain material in BellSouth's Reply and the supporting Reply Affidavits. In support of its request, AT&T asserts that this material covers periods after the Application was filed, is not directly responsive to the Comments, or should have been filed with the original Application. BellSouth opposes the Motion, arguing that the material involved was properly filed as part of its Reply.

368. The special procedures the Commission has adopted for the processing of section

271 Applications are vitally important in light of the highly compressed time frame involved. Despite this, we decline to grant AT&T's Motion to Strike in the special circumstances of this proceeding, even though some of the material cited by AT&T appears to have been improperly filed by BellSouth in the reply phase. We believe that consideration of this material will permit us to provide BellSouth and the other BOCs with more complete guidance concerning their statutory obligations under section 271. In this regard, we emphasize that we do not rely on any of the material cited by AT&T in its Motion to Strike when we conclude that BellSouth has demonstrated compliance with a particular checklist item. Thus, interested parties are not harmed by this approach since they will have a full opportunity to address this material in the context of a future application. We emphasize that this approach is limited to the unique circumstances of the present Order and note that section 271 applicants should be careful to follow our procedural requirements in future proceedings or risk having the Commission "start the 90-day review process anew or accord such material no weight in making our determination."

X. CONCLUSION

369. For the foregoing reasons, we deny BellSouth's application for authorization under section 271 of the Act to provide in-region, interLATA services in the state of Louisiana. We find that BellSouth does not satisfy the competitive checklist in section 271(c)(2)(B) and section 272.

XI. ORDERING CLAUSES

370. Accordingly, IT IS ORDERED that, pursuant to sections 4(i), 4(j), and 271 of the Communications Act, as amended, 47 U.S.C. 1 5 4(i), 154(j), 271, BellSouth's application to provide in-region, interLATA service in the State of Louisiana filed on July 9, 1998 IS DENIED.

371. IT IS FURTHER ORDERED that AT&T Corp.'s Motion to Strike Portions of BellSouth's Reply Evidence filed on September 17, 1998, IS DENIED.

FEDERAL COMMUNICATIONS COMMISSION

Magalie Roman Salas
Secretary

APPENDIX

BellSouth Corporation's 271 Application for Service in Louisiana
CC Docket No. 97-231
List of Commenters

Comments

Alliance for Public Technology
American Council on Education, National Association of College and University Business Officers, and Management Education Alliance
Ameritech
Association for Local Telecommunications Services (ALTS)
AT&T Corp. (AT&T)
Competition Policy Institute (CPI)
Competitive Telecommunications Association (CompTel)
Cox Communications, Inc. (Cox)
e.spire Communications, Inc.
Excel Telecommunications, Inc.
Hyperion Telecommunications, Inc. (Hyperion)
Intermedia Communications, Inc. (Intermedia)
Keep America Connected!
KMC Telecom Inc. (KMC)
Robert E. Litan and Roger G. Noll
Louisiana Public Service Commission
MCI Telecommunications Corporation (MCI)
OmniCall, Inc.
Paging and Messaging Alliance of the Personal Communications Industry Association (PCIA)
Radiofone, Inc.
Sprint Communications Company L.P. (Sprint)
State Communications, Inc.
Telecommunications Resellers Association (TRA)
Time Warner Telecom
Triangle Coalition for Science and Technology Education
U S WEST Communications, Inc.
WorldCom, Inc. (WorldCom)

Reply Comments

Ameritech
Association for Local Telecommunications Services (ALTS)
AT&T Corp. (AT&T)
Bell Atlantic
BellSouth Corporation
Competitive Telecommunications Association (CompTel)
Consumer Federation of America
e.spire Communications, Inc.
Hyperion Telecommunications, Inc. (Hyperion)
Intermedia Communications, Inc. (Intermedia)
KMC Telecom Inc. (KMC)
MCI Telecommunications Corporation (MCI)
Radiofone, Inc.
Sprint Communications Company L.P. (Sprint)
Telecommunications Resellers Association (TRA)
WorldCom, Inc. (WorldCom)

Separate Statement of Chairman Kennard on the FCC's Review of BellSouth's Second Application to Provide In-Region, InterLATA Services in the State of Louisiana

Today the Commission reaffirms the fundamental commitment of the Telecommunications Act of 1996 Act -- to bring consumer choice to all telecommunications markets, including both local and long distance. Section 251 established specific market-opening obligations for all incumbent local telephone companies. Section 271 removes prohibitions against the local Bell Operating Companies providing long distance once those companies meet a 14-point checklist of market-opening requirements and show they will serve the public interest.

The Act envisions a "win-win" for consumers -- more choice in local service and more choice in long distance. The Act does not seek merely to provide more choice in long distance at the expense of maintaining the status quo in local service -- that would be "win-lose."

Unfortunately, were we to grant the application before us today, it would still be a "win-lose" result, not "win-win." BellSouth has not yet fully opened its market to competition.

In today's order we review all 14 points of the checklist, this time in the context of BellSouth's second application to provide long distance service in Louisiana. This is by far the most thorough analysis of a section 271 application that the Commission has ever conducted. In today's analysis we can see the fruits of the efforts on the part of the Commission and of all of the stakeholders who have participated in our informal dialogue. This dialogue has produced an improved application and a better process. I commend the efforts of Bell South and other Bell Operating Companies, competitive local exchange carriers, state commissions, and others, that have contributed to the success of this process.

I also commend BellSouth for the progress it has made toward satisfying the statutory requirements. BellSouth has satisfied six checklist items and part of a seventh. As to the remaining items that BellSouth did not meet in this application, I believe BellSouth can and will remedy the deficiencies we identify in our Order. While the deficiencies that remain are significant, they are not insurmountable.

There are two major areas BellSouth must improve: operations support systems (OSS) and access to combinations of network elements. We previously identified these areas in our order addressing BellSouth's first application to provide long distance service in Louisiana. OSS is critical to competition. Through OSS, competitors purchasing interconnection, unbundled elements, and resold services know what services and facilities they can order, place orders, obtain confirmation of the orders and delivery dates, and receive delivery of the services. If its OSS does not work, a BOC is unable to provide interconnection, access to elements, or resold services in the non-discriminatory manner required by the Act.

Our concerns here are not new. When we denied BellSouth's first application for long distance entry in Louisiana, we noted that its OSS satisfactorily processed orders to move a customer from BellSouth to a competitor only about half the time in the best cases (and sometimes as low as 25%), while the "flow-through" rate for customers choosing BellSouth's services was over 80%, and well over 90% in the case of residential customers. We clearly stated before that if BellSouth's OSS worked effectively only when customers wanted BellSouth's service, but not when they wanted to switch to a competitor, we could not conclude the market was open to competition. BellSouth did not show improvement in these numbers in it second application and, in fact, actual performance has worsened.

Likewise, BellSouth's previous application demonstrated that when BellSouth seeks to sign up new customers using its OSS, it can integrate the pre-ordering phase (when information concerning the customer's name, location, and services are identified and collected) and the ordering phase (when the order is actually place) by electronically transferring the pre-ordering information with, essentially, the push of a button that places the order. This integration is

efficient and eliminates errors that could arise if the data must be transferred manually, rather than electronically. By contrast, BellSouth's OSS does not provide its competitors with the ability to perform an integrated transfer of data from the pre-ordering to ordering phase. This slows down a competing carrier and increases the risk of errors being committed that BellSouth can avoid when signing up customers for itself. Although we noted in our previous order that BellSouth would have to correct this discriminatory condition, it has not done so in its second application.

The second major area of concern relates to BellSouth's obligation to provide competing carriers access to combinations of network elements through collocation on reasonable and non-discriminatory terms and conditions. In the past, BellSouth has failed to state the terms and conditions on which it will provide such access, and we have therefore been unable to find that BellSouth satisfies this requirement. In the current application, BellSouth again fails to state the terms and conditions of access, and thus again has deprived of us of a basis on which to analyze its compliance with this obligation.

While today's order identifies other areas of concern, it also identifies six checklist items that are fully satisfied and other items that would be satisfied but for the problems with BellSouth's OSS. I strongly encourage BellSouth to concentrate on the remaining deficiencies, because I fully believe they can and will be overcome. Indeed, we will not require BellSouth to resubmit its filing on the checklist items it already has satisfied, other than to certify in any subsequent application that those items show no deterioration. BellSouth has advanced the ball considerably; the next time it takes the field, it should be able to start from where we leave off today, by focusing on the deficiencies we identify today, rather than having to start all over again.

As soon as BellSouth demonstrates that it has turned it attention to these issues in a meaningful way, the people of Louisiana will see a whole new world of choice in local and long distance service open up before them.

October 13, 1998

SEPARATE STATEMENT OF COMMISSIONER MICHAEL K. POWELL

Re: Application of BellSouth Corporation et al. Pursuant to Section 271 of the Communications Act of 1934, as amended, to Provide In-Region, InterLATA Services in Louisiana (CC Docket No. 98-121).

In this Order, we deny BellSouth's third application to provide in-region interLATA service pursuant to section 271 of the Act. I commend BellSouth for taking a number of steps toward meeting the prerequisites for entry established by Congress under section 271. Indeed, BellSouth has successfully satisfied nearly half of the items identified in section 271's "competitive checklist" and additional items would be satisfied but for deficiencies in BellSouth's OSS. Unfortunately, however, the instant application suffers from some of the same important deficiencies we identified in BellSouth's South Carolina and initial Louisiana applications, and thus we are compelled by the statute to reject it.

Although BellSouth's performance has been less than perfect in satisfying the statute, neither is this Order perfect, despite the valiant efforts of our talented but overworked Common Carrier Bureau. In particular, I wish we were able, in this Order, to give even more guidance to BellSouth and the other Bell Operating Companies (BOCs) regarding how they may satisfy the requirements of section 271. Rather than dwell on how I wish we could improve the Order, however, I write separately to highlight the bases upon which I vigorously support it.

First and foremost, I applaud our decision in this Order to discuss every element of the competitive checklist, as well as the public interest. I believe this decision constitutes a significant step toward achievement of Congress' goal of simultaneously opening the BOCs' local exchange markets to competition while promoting long distance competition through BOC entry into that market. Further, based on our internal discussions during the final stages of preparing this Order, it is my expectation that Commission staff will continue to work closely with BellSouth to clarify further the guidance we have provided in this and previous orders. I sincerely hope that BellSouth will take advantage of such guidance before filing another section 271 application; the company's success in satisfying several elements of the checklist indicates that it has the wherewithal and good faith to satisfy the statutory requirements and thereby obtain long distance approval.

Second, I am very pleased that we will allow BellSouth and future BOC applicants to certify that they remain in compliance with checklist items they have satisfied in previous applications. In implementing this new certification option, the Commission must, of course, be careful to remain receptive to entirely new arguments raised in subsequent applications that parties had no reasonable opportunity to raise previously. I believe, however, that it is entirely appropriate for us to signal that we are strongly disinclined to revisit ground satisfactorily covered in previous applications. This approach will put more pressure on parties commenting on BOC applications to level all available criticisms in the first application for any particular state. This approach also will enable BOCs to focus their energies on quickly satisfying the remaining statutory requirements and thereby expedite the local market-opening process by which BOCs may obtain approval to provide in-region long distance service.

Third, I support this Order because it makes clear that the evidentiary standards governing our review of section 271 applications are intended to prevent the perfect from becoming the enemy of the good with respect to the showings BOCs must make to obtain interLATA approval. As the Order highlights, BOCs need only prove each statutory requirement by a preponderance of the evidence, rather than some higher burden. The Order makes clear, moreover, that a BOC is not restricted to using only the types of evidence that we have identified as helpful in reviewing an

application if a BOC can persuade us that other types of evidence demonstrate nondiscriminatory treatment and other aspects of the statutory requirements.

Fourth, I support this Order because it evidences at least some reluctance to allow our public interest review of section 271 applications to sweep too broadly. I believe this review should be disciplined both by the statute's express prohibition against limiting and extending the terms of the competitive checklist, 47 U.S.C. 271(d)(4), and by the likelihood that it will serve the public interest to grant the application of any BOC that can satisfy every element of the checklist. I believe this likelihood is significant, in part, because of the continued rigor with which this Commission and many state commissions have implemented the checklist. This rigor makes me increasingly skeptical that in many cases we would need, in essence, to require BOCs to satisfy public interest factors in addition to the checklist to achieve the broad aims of section 271.

In sum, this Order and the work leading up to it evidence a significant improvement in the section 271 process from a year ago. While I would have preferred that we give even more detailed guidance as to the next steps BellSouth must take in order to obtain section 271 approval, I acknowledge the limitations imposed by the ninety-day statutory time frame, and I recognize how far the Commission has come from the arms-length, generally reactive approach that characterized our early implementation of section 271. That approach, in my view, robbed both applicants and other interested parties of a meaningful opportunity to help the Commission translate complex and as-yet-uninterpreted statutory provisions into workable directives that interested parties can understand and follow.

Regardless whether one believes the Commission's actions in this area have been "too regulatory" or not, it is indisputable that BOCs, new entrants, members of Congress, state commissions, consumer groups all have been clamoring for this Commission to give more guidance -- not less -- as to the meaning of section 271's requirements. All sides cry out for the Commission to take steps to carry out Congress' vision of promoting long distance competition while simultaneously opening local markets. To ignore these pleas, and to ignore the express directions of Congress to implement the statute, is less deregulation than derogation of duty. Thus, I am pleased that the Commission is well on its way to answering the call for more guidance.

By working with both BOCs and competing carriers over the past year to provide guidance on the statutory requirements before and after section 271 application proceedings, we have brought ourselves closer than ever to defining what BOCs must do to satisfy the statute. I believe this progress is considerable, especially in light of the intricate and conflicting evidence presented in section 271 proceedings, as well as the inherent difficulties of coaxing incumbent local and long distance providers to open their respective markets to competitors. Clearly, we have much more to do in this regard. But I have every confidence that we can reach the light at the end of the tunnel if we remain true to our commitment to work with the industry and other regulators to achieve our collective goal of bringing more competition to local and long distance markets.

Change is good. But it is also messy. I praise my colleagues, the industry and especially the Commission's staff for their tremendous contributions in hashing through some of the messiest issues raised by our implementation of the 1996 Act in this and other section 271 proceedings. We have found a promising path. Now we must redouble our efforts to push forward along that path. It is my firm belief that, by working with the entire industry to help BOCs understand what they must do to satisfy section 271, we will succeed in delivering on the promise of increased local and long distance competition that the Act holds for the industry and for the American public.

October 13, 1998

Separate Statement of
Commissioner Gloria Tristani

In re: Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana. Memorandum Opinion and Order. CC Docket No. 98-121.

Today's Order sets out a clear road map for BOCs to receive approval to offer long distance service in their regions. I am pleased that the Order carefully and thoroughly addresses virtually all items on the 271 checklist. I hope BellSouth will use this Order as a blueprint for a future long distance application that I can support.

It should be evident from today's Order that most of our findings break no new ground. Instead, the Order relies primarily on earlier Commission pronouncements, all of which were available to BellSouth before it filed the current application. In that respect, it is disappointing that BellSouth elected to file another long distance application without heeding all of the specific guidance contained in our prior decisions, particularly the Orders responding to BellSouth's two previous 271 applications.

Nonetheless, I am pleased that BellSouth complies with six of the fourteen checklist items (plus two additional items that are acceptable but for OSS deficiencies). BellSouth has demonstrated a willingness to work with Commission staff informally and to open its markets in a number of respects. I also credit BellSouth with focusing attention on the emerging question of PCS as a competitor to wireline service. I expect we will hear more about that issue in future 271 applications.

Finally, I commend the staff of the Common Carrier Bureau for their thoughtful and tireless work in this proceeding. Their dedication to their work is essential to fulfilling Congress's vision of competitive local markets.

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October 13, 1998

Separate Statement
of
Commissioner Susan Ness,
Concurring in Part

Re: Application of BellSouth Corporation et al. for Provision of In-Region, InterLATA Services in Louisiana

I strongly support today's decision. It shows, once again, that the Commission remains committed to enforcing the law as Congress wrote it. We seek to enable Bell company participation in the long distance market, but only after they have first fulfilled their responsibility to open their local markets.

To open the local telephone marketplace, as required by the Telecommunications Act, is proving to be a very complex and difficult challenge. Incumbents must do things that they have never done before, and which are against their short-term self-interest to do. But, upon those Bell companies who meet this challenge, we will not hesitate to bestow the reward of long distance entry, as Congress directed. (Other incumbent telephone companies are also subject to market-opening responsibilities, but their entry into long distance is not conditioned the way it is for the Bell companies.)

The evidence before us reflects both that considerable progress has been made, and that more work remains to be done, to open the local telephone marketplace in Louisiana. I hope that BellSouth will act on the detailed guidance we have provided, and file again only when it has fully addressed all of the problems that have been identified. And I hope that it will not be long before at least one of the Bell companies presents us with a Section 271 application that demonstrates full compliance with all the statutory standards.

Track A Analysis: I respectfully concur in, rather than approve, one portion of the order. It concerns the following question: is Section 271(c)(1)(A) -- often referred to as "Track A" -- fulfilled when facilities-based competitors are providing telephone exchange service "predominantly over their own telephone exchange service facilities" in the aggregate, but are using only resale of incumbent services to serve residential subscribers. Although the majority does not make a determination on this issue (and I am glad it does not), the order strongly hints that the majority would resolve this question in the affirmative. If so, I would disagree.

In particular, I wish to disassociate myself from the two sentences at the beginning of Para. 48. My own view is that Congress intended Track A to be fulfilled only when both residential and business subscribers, as two separate classes, are served by competitive providers of local exchange service whose offerings to each separate class are delivered exclusively or predominantly over a competitor's own telephone exchange service facilities. This is the reading most consistent with the language of the law, and with the legislative history.

The words chosen by Congress indicate a strong desire for facilities-based competition in both the business and residential markets. Of course, colleagues that I respect deeply, as well as the Justice Department, apparently read it differently than I do, so I do not maintain that the language is unambiguous. But the legislative history confirms what I believe to be the most natural reading.

Tracks A and B were added to the statute by the House Commerce Committee, which described facilities-based-competition as "the integral requirement of the checklist, in that it is the tangible affirmation that the local exchange is indeed open to competition." Given the preexisting (i.e.,

before the Telecommunications Act) presence of facilities-based competition in a number of business markets, the foregoing statement makes no sense unless Track A is read to require facilities-based residential competition as well. This is further shown by the Conference Report's express reliance on the House Report for the belief "that meaningful facilities-based competition is possible, given that cable services are available to more than 95 percent of United States homes." The Conferees went on to observe that "[s]ome of the initial forays of cable companies into the field of local telephony therefore hold the promise of providing the sort of local residential competition that has consistently been contemplated." For these reasons, I believe that we can best effectuate Congress's intentions, and achieve Congress's purposes, by construing Track A to require a showing that residential subscribers are in fact receiving telephone exchange service from a competitive local exchange carrier that is providing service "predominantly over [its] own telephone exchange service facilities."

The Track A issue is not decisional in this case, so there is no need for a full-blown discussion of the legislative text, the statutory structure, legislative history, and congressional purpose of this provision. Nonetheless, I want to mention four considerations that attenuate the difficulties that might be said to result for the Bell companies from my interpretation. First, "unbundled network elements" obtained from the incumbent count as the competitive entrant's "own" facilities, making it easier to establish that facilities-based competition has emerged. Second, when markets are truly open, it is likely that entry -- including facilities-based offerings to the residential market -- will quickly follow. Third, the statute does not require that any particular number (or percentage) of residential consumers be served by facilities-based competition; the legislative history indicates that only "incidental, insignificant" competition should be overlooked. Fourth, concerns that Track A consigns the Bell companies to a form of unending "purgatory" are addressed by the "escape hatches" provided in Track B.

CPNI: On another matter, I want to note my continuing disagreement with the Commission's ruling on the shared use by a Bell operating company and its Section 272 affiliate of "customer proprietary network information," cited in Para. 344. Nonetheless, I treat that ruling as being in effect and do not object to the determination that BellSouth is complying with it.

Finally, I want to express my gratitude toward, and confidence in, the very able staff of the Common Carrier Bureau, which has worked so diligently not only on this order but also on the intense multi-party dialogue that has provided all interested parties with detailed guidance on the measures necessary to satisfy the requirements of Section 271. I deeply respect the expertise and diligence of the public servants who have spent countless hours working through the issues with the incumbents, with the new entrants, and with the Commissioners. I hope and expect that this process will soon produce its intended results.

October 13, 1998

CONCURRING STATEMENT OF COMMISSIONER HAROLD FURCHTGOTT-ROTH

Re: Application of BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance Inc., for Provision of In-Region, InterLATA Services in Louisiana; CC Docket No. 98-121.

I concur in today's decision to deny BellSouth's 271 application to provide long distance service in Louisiana. BellSouth has made substantial progress in Louisiana since its earlier application, but I am still troubled by the absence of an unambiguous facilities-based competitor for residential customers, a requirement under Section 271. I commend my colleagues and the FCC staff for their hard and sincere work on this proceeding, but I write separately to express my concern with the Commission's framework for analyzing such 271 applications and to disapprove explicitly of several aspects of this decision.

Introduction

Less than one month ago, Hurricane Georges moved across the Gulf of Mexico menacingly towards Louisiana. Hundreds of thousands of people were evacuated from homes and businesses. Faced with impending disaster, the people of Louisiana prepared themselves. They have survived, endured, and triumphed over worse.

Natural disasters have never broken the spirit of Louisiana. There may, however, lurk a greater challenge than mere hurricanes: excessive regulation. For most of the twentieth century, the unnatural forces of government regulation have distorted telecommunications markets across all 50 states, including Louisiana.

Government regulation, at both the federal and state levels, not natural market forces, prohibited competition. Government regulation, not natural market forces, compelled monopolists to set prices only coincidentally related to costs. Government regulation, not the natural progress of science and engineering, dictated the direction of technological change and innovation, and more often the lack of it. Government regulation, not consumers and competing businesses, set the standards for markets.

The dark humor of the former Soviet Union often involved three characters: a well-intentioned central planner in Moscow who dictated official prices in a certain market, and two individuals actually in that market desperately trying to conduct a transaction. In later versions of this humor, the centralized planner even had sophisticated computer models. According to Soviet economics, regulation and central planning were vastly superior to competition and markets. Under Soviet economics, planners were smarter than everyone else, and they knew what was best for everyone; accordingly, the planners allocated resources and set prices. Inevitably, in the Soviet humor, the two individuals would be forced to ignore the official prices and the official rules and would use a form of barter to make a transaction.

The Telecommunications Act of 1996

The Telecommunications Act of 1996 said that excessive regulation, like Soviet economics, belonged in the ash heap of history. Competition would replace excessive regulation. Market solutions would replace central planning solutions. Technology would evolve as demanded by consumers not dictated by regulators.

Sections 251 through 253 are the core provisions of the 1996 Act that enable competition in local telephony. Section 251 lists the legal rights and obligations of telecommunications carriers in a competitive market; Section 252 describes the State-administered processes to reach commercial agreements on terms and conditions for the legal rights and obligations under Section

251; and Section 253 provides means to remove regulatory barriers to providing telecommunications services.

There are countless markets in the United States for different goods and services. For only a relatively small number of these markets are there detailed laws and regulations that restrict entry, exit, and behavior in the market. In these highly structured markets, excessive regulations effectively restrict the market to one source, and indeed practically cause the market to cease to function. Sadly, for many decades, telecommunications markets were among these overregulated markets.

Yet the vast majority of American markets operate effortlessly and competitively with few if any regulations specific to that market. Excessive regulation in markets is the exception in the United States, not the rule.

Competitive markets in the United States and elsewhere work best with clear and consistent property rights and rules. Where property rights are respected, and the legal system treats transactions in a consistent manner, businesses can freely enter and leave markets. Once in markets, businesses vie for customers, customers can freely choose among them, and everyone understands how disputes are likely to be resolved. Mountains of detailed regulations are not needed to allow such competitive markets to function; indeed, they would only get in the way.

Sections 251 through 253, if properly interpreted, could provide for clearly understood legal rights and obligations, clear bases for the easy entry and exit of businesses from markets, the free choice by consumers among competitors, simple and predictable dispute resolution procedures, and all with a minimum of regulations. All of these results from Sections 251 and 253 could have provided for greater certainty in local telecommunications markets, not certainty about market outcomes or market prices, but greater certainty about the contours of legal rights, obligations, processes, and dispute resolutions.

Sections 251 through 253 have not emerged as they might. I believe that the Commission has focused too much of its time, energy and resources on the competitive checklist under Section 271 to the detriment of the general LEC requirements of Section 251.

Some of the Commission's language implementing Section 251 has been tied up in courts. Rather than refining language on the rights and obligations of telecommunications carriers under 251 in areas clearly permitted by the Courts, the Commission has allowed Section 251 regulations to languish in a limbo of uncertainty ostensibly awaiting final court resolution. In the meantime, the uncertainty has had chilling effects, not only on local telecommunications markets directly, but on the clear interpretation of Commission authority under other Sections of the law. Section 253, for example, which outlaws barriers to market entry, has largely remained dormant.

The implementation of Section 252 by the States, has proceeded apace even without clear resolution of federal rights and obligations under Section 251. Indeed, it is the States that have handled the interconnection agreements and the disputes that have derived from them.

Section 271 and Overregulation Through the Competitive Checklist

Section 271 contains two central provisions for allowing Regional Bell Operating Companies ("RBOCs") to offer interLATA service. One requires the presence of a facilities-based competitor for both business and residential customers. The second requires compliance with the "Competitive Checklist," which is a listing of some, but not all, Section 251 obligations for an incumbent local exchange carrier. There are few if any requirements in the Competitive Checklist that are not in Section 251. The Commission cannot under Section 271 use the Competitive Checklist to impose on an RBOC conditions that are not required of all incumbent LECs under Section 251.

The Commission in this Order, however, appears to be imposing on BellSouth, ostensibly under the guise of the Competitive Checklist, specifications that are neither statutory under Section 251, nor requirements that have been formally adopted by the Commission in a regulatory proceeding under Section 251.

In this Order, the majority focuses much of its attention on deficiencies related to BellSouth's operations support systems ("OSS"). In evaluating OSS, the majority looks to specific performance measures to determine if a BOC is meeting the requirements for OSS. Indeed, much of its analysis of compliance with the competitive checklist focuses on performance data relating to OSS functions; however, the Commission has not yet imposed such performance criteria under Section 251.

I hope that, in the not too distant future, this Commission will, based on the Commission's earlier Section 251 Order and subsequent Court decisions, revisit Section 251 and clarify the regulatory rights and obligations of carriers under that section, not just the RBOCs that apply under Section 271. Such a proceeding would both add a much needed degree of clarity and certainty to the interpretation of Section 251, and a measure of transparency and certainty to the proper application of Section 271. Added benefits of clarifying Section 251 would be greater certainty in the application of Section 252 by the States and Section 253 by the Commission.

I believe that the approach the Commission has taken with respect to OSS is far too regulatory. The Commission initiated its OSS performance measures proceeding under Sections 251(c)(3) and (c)(4) of the Act. In light of the Eighth Circuit's decision in Iowa Utilities v. FCC, it does not appear that the Commission has general authority to adopt any rules or regulations regarding performance measures or standards for OSS under Section 251. Moreover, the Eighth Circuit held that section 251(d)(1) "operates primarily as a time constraint, directing the Commission to complete expeditiously its rulemaking regarding [ ] the areas in section 251." It has been more than more than two years since the Telecommunications Act of 1996 passed. Any further rulemaking under Section 251 should be to clarify existing rights and obligations, not to create novel new ones.

Nor do I believe the Commission should be able to impose such performance measures under Section 271. I am not convinced that such performance measures are lawful under Section 271 because they would implicitly expand the checklist beyond the 14 specific criteria. Moreover, OSS requirements imposed only on RBOCs may be a discriminatory burden on one type of ILECs. Even if these performance criteria could lawfully be imposed under Section 271, I am not convinced that the benefits of such criteria would exceed their harm. Individual companies can and have negotiated performance requirements for interconnection agreements under Section 252. These performance requirements may vary not only by State, but by agreement within each State. By imposing a single set of federal performance criteria, we would substantially remove by government coercion the ability of private parties to negotiate the specific performance standards or measures that they may seek.

States, not the FCC nor the DOJ, are in the best position to determine the detailed, day-to-day, compliance with Section 251, and thus with the Competitive Checklist. It is the States, not the FCC nor the DOJ, that review all agreements under Section 252 implementing and resolving disputes under Section 251. And the statutory language of Section 271 states that the FCC must consult with States only on compliance with the Competitive Check List.

Uncertainty

The current approach in which the Commission adopts standards or even reporting measurements under each Section 271 application that are not required of incumbent local exchange carriers under Section 251 adds enormous uncertainty to the Section 271 process. Neither applicants, States, the Department of Justice, nor third parties can have any certainty of

how the Competitive Check List will be interpreted in such a Section 271 process. Flexible rules under Section 271 invite suggestions for even greater flexibility in interpretations, and even arbitrariness to the extent that different Section 271 applications could be held to different standards, much less to the same standard applied to all incumbent carriers under Section 251.

Facilities-Based Competition

The core of a Section 271 review should be the presence of a facilities-based competitor for both business and residential customers. Section 271 requires that, under Track A, at least one competitor must serve business subscribers "predominantly over their own telephone exchange service facilities," and at least one competitor must serve residential subscribers "predominantly over their own telephone exchange service facilities." In contrast, the majority concludes that:

> [R]eading the statutory language to require that there must be facilities-based service to both classes of subscribers to meet Track A could produce anomalous results, . . . In particular, if all other requirements of section 271 have been satisfied, it does not appear to be consistent with congressional intent to exclude a BOC from the in-region, interLATA market solely because the competitors' service to residential customers is wholly through resale.

The majority's reading, however, ignores Congress' strong desire for facilities-based competition in both the business and residential markets, instead overemphasizing the FCC's ability to "regulate competition" with the competitive checklist.

Compliance with the checklist should indeed be a mere formality that any incumbent LEC could meet. Indeed, an incumbent LEC that is not in compliance with the Competitive Check List is by definition not in compliance with Section 251, part of the core of the Telecommunications Act of 1996.

Surely, an incumbent LEC that is not in compliance with Section 251 must also be out of compliance with the implementation of Section 251 by the States under Section 252. The State of Louisiana does not reach that conclusion for BellSouth, nor, according to the PSC, have any parties lodged formal complaints at the PSC against BellSouth for non-compliance with any aspect of Section 252. Perhaps, alternatively, the Louisiana PSC has misapplied Section 252 to the benefit of BellSouth and the detriment of other parties. But no party has lodged such a complaint with the FCC under Section 253. As a formal matter, we have no record under Sections 251 through 253 -- other than objections raised only within the narrow confines of this specific Section 271 application -- of BellSouth's non-compliance with the Competitive Checklist.

The hallmark of the Telecommunications Act of 1996 is competition, not regulation, and the hallmark of Section 271 should also be competition, not regulation. The statutory language clearly provides for such a finding. The central issue should not be more regulations as a means of measuring compliance with regulations but rather the presence of competition as a means of measuring compliance with the law. Where competition has failed to take hold, compliance with regulations is suspect. Conversely, where competition exists, existing regulatory obligations must be sufficient.

It is a paradox of the majority's interpretation of facilities-based competition, taken to its logical conclusion, that sufficient competition may already exist in Louisiana but that BellSouth nonetheless is not in compliance with the competitive check list. I would find such a conclusion troubling; I am disappointed that the majority does not actually try to apply their interpretation of the requirement for facilities-based competition and reach the issue of whether the competition in Louisiana is sufficient to meet that test.

Public Interest Standards

Finally, I note that the majority raises the possibility that the "public interest" would be served if a BOC has agreed to performance monitoring, including performance standards, reporting requirements, and self-executing enforcement mechanisms. I believe that even the implication that such measures and enforcement mechanisms would be favored may add criteria to the checklist beyond the 14 specific criteria in violation of the statute.

The bulk of the application, and the bulk of outside comments, focus on the Section 271 checklist. Views on compliance or noncompliance with the checklist are based almost entirely on measures of regulation rather than measures of competition. The public interest is always best served by focusing on competition, not further regulation.

Conclusion

The long-suffering People of Louisiana have now witnessed two BellSouth applications. They have seen proceedings within their State, and they have watched endless boxes of paper move back and forth to Washington as if on a merry-go-round. There is a remedy. Some will prescribe more paper, more proceedings, and more regulations, all monitored in great detail from Washington.

There is a simpler remedy: no more paper, just some simple competition in Louisiana. More regulations cannot create competition. It is coming despite and not because of all of the paperwork. I look forward to that day.

EXHIBIT NO. _____

DOCKET NO.: 990750-TP

WITNESS: Thomas Hyde

PARTY: ITC^DeltaCom

DESCRIPTION:

1. **October 11, 1999 Deposition Transcript**

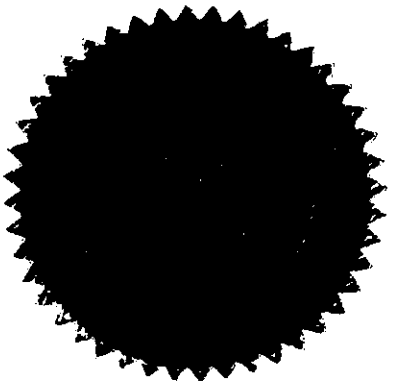
PROFFERING PARTY: STAFF

I.D. # STIP-2

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 3
COMPANY/ WITNESS: Staff (FPSC)
DATE: 10-29-99

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of:	DOCKET NO. 990750-TP
Petition by ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.	



TELEPHONIC DEPOSITION OF:	THOMAS HYDE
TAKEN AT THE INSTANCE OF:	The Staff of the Florida Public Service Commission
CONDUCTED FROM:	Gerald L. Gunter Building 2540 Shumard Oak Boulevard Room 362 Tallahassee, Florida
TIME:	Commenced at 4:36 p.m. Concluded at 6:55 p.m.
DATE:	October 11, 1999
REPORTED BY:	MARY ALLEN NEEL, RPR Notary Public, State of Florida at Large

ACCURATE STENOTYPE REPORTERS, INC.
100 SALEM COURT
TALLAHASSEE, FLORIDA 32301
(850) 878-2221

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APPEARANCES:

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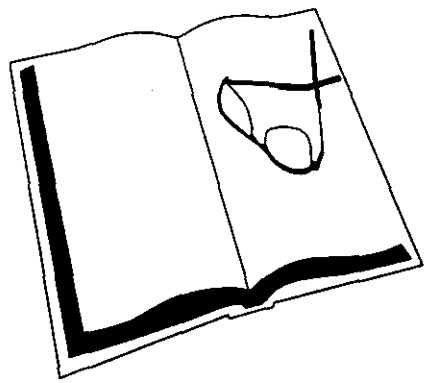
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DAVID I. ADELMAN, ESQUIRE, and HAYLEY RIDDLE, ESQUIRE, Sutherland, Asbill & Brennan, 999 Peachtree Street, N.E., Atlanta, Georgia 30309, appearing on behalf of ITC^DeltaCom.

DIANA W. CALDWELL, ESQUIRE, Florida Public Service Commission, Division of Legal Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-1400, appearing on behalf of the Commission Staff.

ALSO PRESENT: JONATHAN AUDU, Commission Staff
MICHAEL BARRETT, Commission Staff
TODD BROWN, Commission Staff
VICTOR CORDIANO, Commission Staff
CALVIN FAVORS, Commission Staff
LENNIE FULWOOD, Commission Staff
CAYCE HINTON, Commission Staff
BRIAN MUSSELLWHITE, ITC^DeltaCom
SUE OLILLA, Commission Staff
MARY ROSE SIRIANNI, BellSouth



From the Bureau of Reporting
Division of Records and Reporting
Florida Public Service Commission

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Joy Kelly
Chief, Bureau of Reporting

I N D E X

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Reporter's Note: No exhibits marked or identified.

S T I P U L A T I O N S

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

MS. CALDWELL: We'll now take appearances.

MS. EDWARDS: This is Nanette Edwards. That's N-a-n-e-t-t-e, Edwards, E-d-w-a-r-d-s. I'm in-house counsel for ITC^DeltaCom. My business address is 700 Boulevard South, Suite 101, Huntsville, Alabama 35802.

MR. ADELMAN: David Adelman for ITC^DeltaCom.

MR. ALEXANDER: This is Tom Alexander with BellSouth in Atlanta, and Michael Goggin, also with BellSouth, but out of Miami.

MS. CALDWELL: Diana Caldwell appearing on behalf of the Staff of the Public Service Commission.

Do all the parties agree to the usual stipulations for this deposition?

MR. ALEXANDER: Yes.

MS. EDWARDS: Yes.

MR. ADELMAN: Yes.

MS. CALDWELL: Could we please swear in the witness?

Thereupon,

THOMAS HYDE

called as a witness telephonically and sworn to tell the truth by the notary public present with the

witness, was examined and testified as follows:

EXAMINATION

BY MS. CALDWELL:

Q Mr. Hyde, I'm Diana Caldwell, and we're here taking your deposition on behalf of the Commission Staff in Docket No. 990750-TP.

Could you please state your name?

A My name is Thomas Hyde.

Q And would you please state the name of your employer?

A I am employed with ITC^DeltaCom at 1530 DeltaCom Drive, Anniston, Alabama 36302.

Q Mr. Hyde, what is your position with that employer?

A I am Senior Manager of Industry Relations.

Q And what does your position entail?

A Negotiations of contracts with other companies. In general, I am the first point of contact with other companies for ITC^DeltaCom, other industry companies.

Q And on whose behalf are you testifying in this proceeding?

A On behalf of ITC^DeltaCom.

Q And what is the purpose of your testimony?

A The purpose of my testimony is to address a

number of issues that are part of this arbitration, specifically some of the unresolved issues between BellSouth and ITC^DeltaCom.

Q And have you participated in any other proceedings, any hearings with relation to the same types of issues, arbitrations between BellSouth and ITC?

A Yes, I have. I testified at hearings in Louisiana last week.

Q Any others?

A I have filed testimony in eight of the nine states, BellSouth states. Only in Kentucky have I not filed testimony.

Q Okay. And you have filed testimony before the Florida Public Service Commission in Docket No. 990750?

A That's correct.

Q Did you file direct testimony?

A I have filed direct testimony, yes.

Q Did you file rebuttal?

A Yes, I did.

Q Did you also file any exhibits?

A Yes, I did.

Q And do you have with you copies of the testimony and rebuttal that was filed?

A Yes, I do.

Q And do you also have with you copies of all the other work papers or other materials you used in the preparation of any of the responses to Staff's discovery requests or interrogatories in this docket?

A Yes.

Q In Issue No. 6, which states, "Should BellSouth be required to provide changes to its business rules and guidelines regarding resale and UNEs at least 45 days in advance of such changes being implemented. If so, how?" That was the issue.

A Yes.

Q My question is, is there a reason why the issue does not apply to business rules and guidelines regarding interconnection, such as collocation?

A I was not specifically aware that we had requested it limited to just that. Issue 6 on the business rules really needs to apply to any business rule change for any service affecting a CLEC.

Q And would your response be the same for guidelines regarding resale and UNEs?

A That is correct.

Q With regard to Issue 13, should SL1 orders without order coordination be specified by BellSouth with an a.m. or p.m. designation, that's the issue.

Is it ITC's belief that BellSouth must be required to provide ITC with an a.m. or p.m. designation simply because ITC believes that BellSouth can provide those designations?

A Not simply that. ITC^DeltaCom does believe that BellSouth can provide an a.m. or p.m. designation, but it's not merely because of the capability of BellSouth to do that.

What we have, in essence, is a situation where frequently we have to coordinate not just the installation of the UNE, but as well, the end user's vendor frequently has to be present as well. So we're dealing with multiple parties. And I do believe that it is a dual thing by BellSouth and that it would be in the best interest of competition and the end user were that to be ordered.

Q Thank you.

I think also related to Issue No. 13, you state that it's ITC's belief that BellSouth must be required to provide ITC -- let's see. Are you saying that in light of this -- or are you saying this is in light of what's stated in Paragraph 518 of the FCC's First Report and Order? And I think that's -- let me start over again.

I think you make a statement that says is

it ITC -- is it your belief that BellSouth must be required to provide ITC with an a.m. or p.m. designation simply because ITC believes that BellSouth can do so?

A I do believe that BellSouth can indeed provide a.m. or p.m. appointments, and I believe that they should be required to do so. Again, looking at forwarding competition, it would allow a proper reaction of third-party vendors, BellSouth's UNE installation technicians, and the CLEC.

Q Do you have any authority for this as far as that they --

A What we have to do -- and let's take a typical situation where you're installing a line. And take the situation where the customer's PBX has to be reprogrammed. Then we frequently will have to get the vendor for that PBX, have them dispatched to the customer premises, and sit and wait until such time as BellSouth can get there to make the cutover. It is not an efficient way to do it. It would be far more efficient if we had an a.m. or p.m. designation. That way, that third-party vendor, as well as the CLEC's installation technicians, will be able to more efficiently schedule and make use of the time in the installation of the service.

Q Okay. Are you familiar with FCC Order 96-325?

A Not specifically by number. What was the --

Q Well, in Paragraph No. 518, it states, "If competing carriers are unable to perform the functions of preordering, ordering, provisioning, maintenance and repair, and billing for network elements and resale services in substantially the same time and manner that an incumbent can for itself, competing carriers will be severely disadvantaged, if not precluded altogether from fairly competing."

Would that be some rationale for your statement that BellSouth must be required to provide ITC with a.m. or p.m. designations?

A Yes, it is.

Q Thank you.

Mr. Hyde, these questions refer to BellSouth Witness Caldwell's direct testimony.

A Direct?

Q Yes. And you're familiar with that testimony?

A Yes, I am. Let me get a copy of it in front of me.

Q And would you turn to page 11, line 16?

A Page 11, line 16.
Q Yes.
A Okay. I am there.
Q All right. Are you familiar with the Access Customer Advocacy Center or ACAC?
A Yes, I am.
Q And what do you understand the ACAC's functions to be?
A The ACAC itself is for access services.
Q Could you elaborate?
A For instance, it's a coordinated role when a customer of BellSouth orders access services either from the Florida E tariff or from the FCC No. 1 BellSouth tariff, which would be a tariffed service offering typically used to provide end links for interexchange carriers, although they can be used for other things. That's the Access Customer Advocacy Center, I believe is the actual acronym.
Q Okay. Thank you.
Would you please turn next to the next page, which I think would be page 12, lines 7 through 17.
A I am there.
Q And this is where Witness Caldwell explains why BellSouth believes the ACAC cost should be

included in nonrecurring costs. Have you read her testimony?

A Yes, I have.

Q Okay. Do you agree with her assertion on line 14 that the only way to keep the orders in sequence is to manually coordinate them, an activity performed by ACAC?

A It seems to me that to have a manual coordination for services for which BellSouth with their own end users, to the best of my knowledge, handles on a mechanical basis and does not have the same type of system, would be inappropriate. It is certainly an inefficient way to do business, if indeed it is required for any manual.

But on top of that, I certainly do not think that the Access Customer Advocacy Center does any work on unbundled network elements.

Q Then do you not believe that the ACAC time should be added to the cost?

A No, I do not.

Q My next questions refer to your direct testimony. Would you turn to your direct testimony, page 13, lines 8 through 19?

A Thirteen. Yes.

MR. ALEXANDER: What were the lines again?

MS. CALDWELL: Lines 8 through 19.

THE WITNESS: Yes.

BY MS. CALDWELL:

Q In this portion of your testimony, you refer to the coordination of installation, and you state on lines 15 through 16 that BellSouth can only coordinate approximately seven loops per day per person. When you use the word "coordinate," do you mean install?

A No, I did not. This particular paragraph is assuming these ACAC charges are added in, which they are not currently in Florida. But if these ACAC work times that BellSouth advocates are added into the system or into the cost, they say -- if you do the mathematics, if you look at the total number of minutes and divide that into the total minutes that a technician can work in a day, you will find that per BellSouth's cost study, regardless of whether or not it's one loop on one order or seven loops on one order, the mathematics will show that a Bell technician per that cost study can only coordinate a very low number of loops per day per their cost study.

If the ACAC is not included, then this portion of my testimony would not apply.

Q Okay. Would you define the word "coordinate" as you use it in that testimony?

A As used in that testimony, it applies to the ACAC work times that are in the prefiled testimony of Ms. Caldwell.

Q Okay. On lines 16 through 17, you state that ITC^DeltaCom is converting many more than seven loops per day. Does convert differ from coordinate?

A Yes, it does. The conversion is converting an existing BellSouth retail end user over to an unbundled network element for provision of service by ITC^DeltaCom to that end user.

Q On page 14, lines 2 through 4, of your direct testimony, you assert that the functions listed by BellSouth under nonrecurring costs simply will not be performed. Which functions are you specifically referring to, and why will they not be performed?

A Let's see. These are referring to the functions in the xDSL, ADSL, and HDSL nonrecurring cost studies.

And here we have to go back to just what is the xDSL service, and quite frankly, it's just a plain old copper pair. So any function over and above a piece part of the voice grade nonrecurring cost simply won't be done, because this is nothing more than a

voice grade -- a limited voice grade circuit served over purely copper. So any function that is not listed, for instance, on the SL2, over and above a very small increment for checking to see what the facility is made up of, other than that very small increment, the ADSL/HDSL nonrecurring functions will be that of the SL1 or SL2 nonrecurring functions.

So you look at the SL2, then you look at the ADSL and HDSL, and any difference between the two is functions that will not be needed.

Q Okay. Thank you.

On page 15, line 1, you state that ADSL is an overlay service placed on voice grade facilities. What do you mean by overlay?

A ADSL takes central office equipment and customer premises equipment -- multiplexers, for a better choice of words, I suppose. But it takes that equipment and it puts data on an unused frequency spectrum over and above what's used for voice. So you take a plain old old-fashioned copper voice grade cable pair, and you put this equipment at the central office and at the customer premises that allows you to use that high frequently portion of the copper loop that is going unused as part of the voice grade service. So you overlay it on top of the existing

voice grade local loop.

So by definition, an overlay will only use what's already there, and the only differentiation is that you can't have subscriber loop carrier. It's got to be plain old copper loop without any load coils or bridged tap or other added functionalities.

Q So does it require a specific design?

A Certainly not. What it does -- the only additional requirement is that you have somebody pull up the cable record and say, "All right. I want a plain old copper pair. Is there one?" Or, "I've got an existing customer. Is that customer served by a plain old copper pair?" You pull up the record, you look at it, and you say, "Yes, it is," or "No, it isn't," and then it's plain old voice grade from then on.

Q Okay. Is there a four-wire ADSL?

A Not to my knowledge. There's a four-wire HDSL, but not an ADSL, not that I'm aware of.

Q Can ADSL only be two-wire?

A That's my understanding. I have not yet encountered a four-wire ADSL.

Q Okay.

A I know the new industry standard is the so-called G-Lite -- that's G-hyphen-L-i-t-e -- for

which most PCs will be equipped after the year 2000. And that's an ANSI standard, the A-N-S-I standard.

Q Are you familiar with Issue 39(b)?

A 39(b)?

Q I think it states, "What are the appropriate recurring and nonrecurring rates and charges for," and then (b) says, "four-wire ADSL/HDSL compatible loops."

A Yes.

Q Have you seen BellSouth's Prehearing Statement?

A Prehearing Statement? No, I have not.

Q On page 21 under Issue 39, BellSouth states that ITC^DeltaCom's request for a four-wire ADSL compatible loop is also not appropriate for arbitration, since ADSL functionality is not applicable to four-wire loops.

Do you agree that ADSL functionality is not applicable to four-wire loops?

A ADSL --

Q Correct.

A -- is not appropriate for four-wire. HDSL, high rate, high bit rate, is appropriate for four-wire.

Q Okay. Thank you.

On page 8, lines 4 through 6 -- and this is in reference to your rebuttal testimony.

A Just a second.

MR. ALEXANDER: What was that again?

MS. CALDWELL: Rebuttal testimony, page 8.

THE WITNESS: I had it separate, and I just moved it. Just a minute. Let me --

MS. CALDWELL: I'm helping these out here as well.

THE WITNESS: Let me find it here. I had it just a second ago. It's not in here. It was separate, a separate stack.

There it is. I covered it up. Terrible, terrible, terrible. Excuse the delay. Now, what page was that?

BY MS. CALDWELL:

Q Page 8.

A Page 8. I am there.

Q All right. Lines 4 through 6.

A Four through 6, yes.

Q You state that the ADSL nonrecurring charge should be the nonrecurring charge for an equivalent voice grade loop plus an incremental cost for checking to see if the loop will meet the ADSL criteria.

A That's correct.

Q What actions are taken by BellSouth when checking to see if a loop meets the ADSL criteria?

A They pull up the cable records and look and see if it's plain copper with no intervening bridged taps and load coils.

Q And who would take the action? Would it be a technician or a service rep?

A Service rep or clerk.

Q How long would you expect these actions to take?

A Since it's done on the computer, oh, a minute and a half maybe. It's hard to say. Certainly less than five minutes work time.

Q And do you believe there might be situations that may result in a longer time or a shorter time?

A It's not likely to be longer. They could -- an efficient operation could certainly beat my five minutes, but I don't see any way for it to take longer than that.

Q What about if the pair has a load coil on it?

A If the pair has a load coil on it, then one of two things happens. The inquiry that has been issued is told, "You can't have ADSL on that pair,"

basically. It's just a yes/no decision.

If the answer is that there's load coils and you can't have it, there is the alternative of having special construction done on that unbundled network element to remove those load coils at an individual case basis, special construction rate, which would then make that loop compatible.

But the incremental charge itself would be a yes/no. You look at the loop, is it copper, plain, yes/no, and then that's the decision on whether you can have the basic UNE ADSL.

Q Okay. Moving on to page 8, looking at lines 6 through 9 of your rebuttal testimony, there you state that BellSouth does not provide any conditioning or additional work of any type beyond that necessary for an equivalent voice grade UNE loop, and the ADSL loop is part of the basic ADSL loop NRC.

What do you mean by necessary? For example, what is necessary, and does the necessary work change from loop to loop?

A For the types that are ADSL compatible, it doesn't change. The only work requirements that might change are on voice grade for those that are subscriber line carrier, et cetera.

For the ADSL, if the answer is yes, it is a

clean pair, then absolutely nothing else is done on it other than the standard voice grade installation, which is, you assign the cable pair, and then you test for continuity, and that's it. There's just none of these additional conditionings or anything that occurs. The only conditioning or any additional work is part of that special construction charges that we would be charged under the individual case basis rate.

As a matter of fact, to best explain it, I think, would be if I went and ordered a voice grade loop from BellSouth, and I was very close to the central office -- the reason I say very close is that you can be assured if I'm very close, it will be a plain old copper pair -- and it had a local dial tone turned up, and I was then getting BellSouth service and went to a competitor and said, "I want to convert my existing service to CLEC ADSL." The CLEC could issue a voice grade order, saying, "Change this over to a UNE," and it would meet every functionality of an ADSL, and no additional work would be needed, because the only additional work ever needed is removing those load coils and bridged taps.

Q Okay. What happens if the loop is served by digital subscriber line?

A At the moment, the answer is no, you can't have ADSL.

Q Okay. Thank you.

On page 10, lines 1 through 19, you discuss why dispatch is not required 100% of the time.

A Correct.

Q For example, on lines 6 through 8, you state that because BellSouth has its own ADSL customers, then a forward-looking study would have to allow for competitive losses. How would a forward-looking study allow for competitive losses?

A If you take a historical study and say, "Well, there's none of these out there, so therefore, anytime we get one, we'll have to install brand new 100% of the time." When there is an existing ADSL BellSouth customer, that customer then has the clean copper loop. That customer can be converted to a CLEC ADSL service by running a central office jumper to remove that customer from the DSLAM at the BellSouth office and tie it down to the collocation slot. So there would be absolutely no need for any kind of dispatch out to the customer premises, because it is already an ADSL, and it's converting an ADSL retail service over to an ADSL UNE.

Q Okay. On page 10, you discuss several

reasons why a dispatch is not always required. When is a dispatch required?

A A dispatch would be required when there is a clean pair in the field, but it is not wired to a drop wire going down to the network interface device, so that someone would have to go out and physically wire that clean pair to a network interface device via a drop wire.

Q And is that the only instance?

A That would be the only instance that I could possibly conceive of.

Q Okay. Based on your experience, how often would you expect a dispatch to be required today? For example, what percentage and how often would you expect a dispatch to be required in a forward-looking cost study?

A No more than the equivalent voice grade. I would say certainly less than 20% of the time. It would be equivalent to a voice grade. In other words, that same customer, if they ordered a plain old voice grade, would also need a drop wire and NID installed.

If during those previous tests we were talking about earlier where you're checking to see if the facility is available, if an inquiry is done to convert that loop, then any dispatch cost would be

part of the special construction, not of the nonrecurring charge.

Q Okay. Thank you.

In your Exhibit TAH-4, where is your assumption that dispatch is not required 100% of the time taken into account, if it is accounted for?

A Just a second here.

I'm going to have to do some comparison to make certain here. That should be -- "travel" on line 411X, the very bottom entry on page 5.

Q Okay. Thank you.

Turning next to the next page of your rebuttal on page 11, looking at lines 1 through 12, you state beginning on line 2 that of two functions, that the majority of the nonrecurring costs for ADSL are associated with installation of the central office ADSL equipment and connection of that equipment with transport current virtual circuits, PVCs. You also state beginning on line 5 that a very small portion of these costs are to verify through loop records that the loop is plain old copper without such equipment as load coils and bridged taps.

What are permanent virtual circuits, and how are they used?

A When you take the overlay, the ADSL, you

wire that plain old copper loop into a DSLAM. That's a digital subscriber line access multiplexer. Now, what that does is, it takes that overlay off of the pair and directs it in a different direction and allows the voice grade portion to go onto the dial tone switch so that the customer can use it to talk on. The overlay data link is then carried via packet switching to a packet switch, and that is the permanent virtual circuit, which is, in essence, a guaranteed bit rate commitment on a large data pipe going to the packet switch.

Q What is your basis for separating the cost into the two functions, for example, a survey?

A Well, as far as BellSouth's tariff filing goes, and supporting documentation for that filing, they have stated that -- as well as press releases. They have stated that not every loop will be ADSL compatible, that they will have to check for compatibility. Well, if you check for compatibility, some small costs are developed, so I then assume that if they're going to alter the service, there will be the checking for availability. And since that is a cost, it would be included.

The other portion is, of course, tying that overlay circuit, installing the DSLAM and tying that

overlay circuit. That's required functionality to make the overlay circuit work, so there would have to be cost for that.

Q Okay. And what is your basis for your statement that the majority of costs are associated with central office equipment and PVCs?

A Well, when you look at what does it take to do the functionality, you type a few keystrokes in, and your computerized facility records comes up and gives you a record of what those facilities look like. And it's just a -- you look at it and determine whether it's plain old copper or whether it's something else.

So it is a very, very brief work time, and -- and I might also add that there is an error on line 1 of this page too.

Q Could you be more specific as to the error?

A Yes. I used the old BellSouth nonrecurring rate in this rebuttal. At the time I filed it, I was unaware that BellSouth had cut their rate in half. That should now read the $50 nonrecurring charge rather than the $100 nonrecurring charge.

Q Thank you.

What is the basis for your statement that a very small portion of the costs are to verify that the

loop is plain old copper? Would that be by survey or experience?

A By experience, the very fact that the only function that you have to recover costs on is one of pulling up a computer record and looking at it.

Q And what is the percentage of total costs each of the functions is likely to be? For example, are the very small costs 5%, 15? And what are the majority of costs, say, 60, 70, 80?

A I would expect certainly less than 5% for the test of the loop facility and 95% for -- in excess of 95% for the actual installation of the overlay.

Q Okay. Still looking at page 11, but moving down to lines 20 and 22, are you saying in this part that BellSouth is including extra nonrecurring costs in the ADSL nonrecurring costs?

A This particular sentence applies to adopting a rate, a voice grade overlay rate for the nonrecurring, plus the incremental charge. What I'm saying is that there's no truly appropriate voice grade rate out there to adopt. In other words, if the SL2 or SL1, either one, reflected nothing but clean copper loops, then I would say adopt that, SL1, SL2, plus this incremental to check.

Well, the problem is, there are -- within

the voice grade nonrecurring, there are extra NRC costs associated with digital loop carrier. So to adopt voice grade, it overstates the ADSL cost.

It should be a percentage of voice grade, then add on the incremental cost for checking, because you're only dealing with copper loops here. You're not dealing with a meld of copper loops and digital loop carrier, which does increase the cost for providing the loop.

Q And what are you basing this information on?

A From experience, from the fact that a clean copper loop doesn't require plug-ins. Digital loop carrier requires that you install and maintain plug-ins, and it requires additional testing functionalities, so the nonrecurring costs are going to be higher.

Q And do you know how much time these nonrecurring costs might involve?

A Well, I can make an analogy. BellSouth recognizes the lower cost in recurring. When you look at the recurring cost for ADSL and the fact that it is nothing more than a clean copper loop, it is a fraction of the voice grade recurring. That same fraction should apply to the nonrecurring until a cost

study can be done.

Q All right. Let's move on to page 12, lines 8 and 9. You refer to efficiencies of multiple loops in a single order. Could you explain what those efficiencies are that you're referring to?

A The efficiencies that can be gained with loops on a multiple order, basically you've got certain functions that are going to have to be performed regardless of how many loops are on the order. You've got to initiate the order itself. You've got to do certain functional items as far as a setup to do your engineering. Then once you add additional loops, the work times necessary for those additional loops will certainly be less than any kind of setup time that you would have on the front end for the order itself or for that first loop.

Q And besides just this multiple order processing, what other efficiencies would you say would be gained?

A Again, as you look at the technicians themselves -- let's say that you've got to go to point A in the central office and run a wire to point B for the cross-connect. If you take a technician and go to point A and run one wire to point B, it's going to have some, again, setup time for the technician as

well.

If that technician is asked to run five wires instead of one, it certainly will not be an absolute, well, it took ten minutes to do one, so it's going to take 15 minutes to do five. The setup, getting the punching tools ready, reading the order to determine where it's going to, all of those will apply to all five. And so the incremental four through five loops will take less time than if you just set up one loop. So it applies not just for the order, but for technicians as well.

Q Well, can you kind of go down the line following a single order versus a multiple loop order and derive efficiencies all the way down throughout the process?

A Yes. And what's going to happen here is that you will have this same type of functionality occur, that is, you've got the various costs and work times necessary to get set up to do a particular function. Then as you go downstream, you're already there, you're set up, and you know what's done, so that it's merely the mechanics of an additional work time. And that would be true from the service order entry position, through any kind of engineering that might or might not be required, through your

installation, both central office and outside plant as well, whether it's cross-connect on a loop or actual installation of the NID.

The basis of telephone work is that a larger portion of time is required for that first loop in order to get each individual person who touches the order ready, get them set up to where they have all the materials handy, where they actually issue the order, where they travel to the cross-connect, and then do each individual additional while they're there, realizing all the efficiencies to be gained from that first one having been done.

Q Okay. Still on page 12, but let's move to lines 12 through 20.

A Twelve through 20 on page 12.

Q Right. Here you state that your proposed nonrecurring charges include ADSL modification used in the voice grade SL2 cost and added time for verifying the facilities for ADSL compatibility.

A Yes.

Q First let me clarify. Does this not mean that the ADSL requires an SL2, only that ITC^DeltaCom plans to use the SL2 for the ADSL overlay? Is that correct?

A It is ITC^DeltaCom's plan to use the SL2

for ADSL overlay solely to get the test points that an SL2 provides. However, that does not mean that the SL2 is the only loop type over which ADSL can be provided. There's absolutely nothing that would stop someone from getting SL1 with an ADSL overlay. As a matter of fact, that would more appropriately equal what BellSouth does with their ADSL overlay, which is an SL1 type loop, a nondesigned loop.

Again, the reason that I used SL2 is that that is what ITC^DeltaCom's business plan calls for, because of various reasons. That would not stop anyone else or BellSouth from providing ADSL on an SL1 functionality.

Q Still on page 12, lines 12 through 20, are you saying that ITC^DeltaCom is looking to purchase only SL2 loops to use as the basis for ADSL overlays?

A Yes. ITC^DeltaCom on its ADSL overlay will wish to have test points in BellSouth's office. In order to get test points, we have to get the SL2 as opposed to the SL1.

Q Okay. So --

A Now, does that mean that at some time in the future we might well want to order SL1? We may do it.

Q Do you know why ITC^DeltaCom didn't propose

just having the SL2 loops to use as the basis for ADSL overlays as a specific loop cost issue?

A Why we did not recommend that?

Q Why you did not include that as a specific loop cost issue if you were only planning to purchase SL2 loops to use as the basis for an ADSL overlay.

A That is -- ITC^DeltaCom's current plans are to use the SL2. We would like to have the option, however, to get ADSL on SL1 as well.

Q All right. Thank you.

I think we're about done with page 12, but at the end of page 12, beginning on line 21 and continuing onto the next page, you state that your proposed nonrecurring costs still contain some unnecessary costs which cannot be identified until BellSouth files a cost study that complies with the FCC's reinstated rules.

How do you know that there are unnecessary costs if you cannot identify them?

A There are some functionalities that I believe to be in those cost studies that do not comply with the FCC's reinstated rules. However, I cannot identify those costs.

Q Now we're going to turn to your Exhibit TAH-4.

A I am there.

Q And on the first page, it's the nonrecurring cost developments for SL loops. You have the additional work times for some of the activities. Would you explain why for each activity you did or did not change the additional work time?

A Basically, what I have done here in order to reflect a best estimate, if you will, of those efficiencies to be gained is to take the initial time and apply a very conservative factor to it, which the factor I used was half, to say that if there is an amount of time for that first loop, then each additional loop should be no more than one-half. I applied that to everything, excluding the cross-connect, that had an additional time framework on it.

Q Is it correct to say that you did not modify BellSouth's work time for activities for the first SL1 loop?

A No, I did not. That is correct to say.

Q Does that mean that you accept BellSouth's nonrecurring activities, times, and costs for the first SL1 loop?

A No, it does not. Again, not having a rationale and a cost study that I thought complied

with the FCC's reinstated rules, not having the cost study, I did not attempt to adjust those.

Q All right. Let's move on to the second page of your Exhibit TAH-4. Nonrecurring cost development for the disconnect of SL1 loops, you did not modify BellSouth's work time for the first and additional loops. Does this mean that you accept BellSouth's nonrecurring activities, times, and costs for the disconnect of the first SL loop?

A Let's see here.

For the connect and test piece of it, if the cost is actually incurred, yes, I would, just for the connect and test piece.

Q Okay. On the third page of your Exhibit TAH-4, you have the additional work times for the same activities as you did for SL1 loops. Would your response to these work time cuts be the same for the work time cuts for the SL1?

A That is correct.

Q And for the same rationale?

A And for the same rationale.

Q Moving on to the fourth page of TAH-4, you reduced the time for the circuit provisioning group from .0007 hours to .0004 hours, from .042 minutes to .024 minutes.

A Yes.

Q Would you explain why you have that time?

A That is the same rationale as on the preceding exhibits, which was those items that there would be efficiencies gained on first and additional. That would be reflected by dividing by half. It doesn't show up as half, but that's due to rounding.

Q Okay. On the fifth page of that Exhibit TAH-4, you show the results of taking the SL2 modified cost and adding time for verifying the facilities for ADSL compatibility.

A That is correct.

Q And I think you've explained this on page 12 of your rebuttal testimony, lines 12 through 20. What functions have you added, and why?

A The functions that are added would be the inquiry time, the very first one. Outside plant engineering, there's time there. And what I did was use that first time from a BellSouth inquiry study. I do not advocate that it would take two-tenths of a hour to perform that first function, but I used BellSouth's two-tenths from another report where they do an inquiry, and then did the additional loops with a one-half methodology.

Q All right. Nowhere in Exhibit TAH-4 do you

address BellSouth's proposed rates for order coordination for a specific conversion time for the SL2 loop. Does this mean that you accept BellSouth's proposed rates?

A Order coordination. Now I've got to look to see where that was filed. In which --

Q It was in TAH-4. Well, you don't address it in TAH-4.

A Order coordination for a specified time.

Q Right.

A I believe that was filed back with the original UNE cost case, wasn't it?

Q I'm not familiar with it.

A The reason I -- as best I can recall, the reason that I did not file was because I did not have the appropriate information from which to go through and develop those costs.

The SL1 and SL2, I believe, as well as the ADSL, were filed more recently than the original SL2 with order coordination time. And the reason I did not file it was, again, I did not have access to the appropriate programs. I do not, however, concur that it's appropriate times reflected there.

Q Okay. Kind of moving on to I think a little different track, could you describe for me

exactly how a single unbundled loop would be provisioned where IDLC is involved? For example, what network components will be required?

A Now, this is for an unbundled network element using IDLC?

Q Yes.

A Okay. Now, I do want do make one thing clear here, that ITC^DeltaCom is stressing the IDLC itself. What we are looking for is IDLC equivalent, anything that will give us the equivalent service to IDLC. So what IDLC will allow you to do is to come in on a DS1 bus to the digital switch, through that DS1 bus to the hairpin -- it's, in essence, putting a permanent connection to a side door of the switch -- and then pull that service out and hand it off to a CLEC. So it's a nailed-down or permanent connection, if you will, through the IDLC portion of the interface to the switch and out through a side door into a CLEC.

Q So what you've mentioned so far, would that be the network components that would be required, or do you have any others that you could name?

A I'm not sure I understand what network components over and above that that you would be referencing.

In other words, the UNE loop itself, where

it is an IDLC to a Bell switch today, has an analog to digital conversion out on the loop to convert the customer's analog over to digital. That digital signal then goes through the entire digital network without ever being converted again until it gets to the terminating point, if then. With the -- and that is, again, part of a loop as a network element, if you will, with the digital loop carrier, rather than terminating a channel bank, terminating into the switch itself. So the network piece of it, if you will, would still be that same network function as you had for the BellSouth end user, but now it's going out as a side door of the actual IDLC equipment.

Q I think that gets it.

For the purposes of these following questions, would you refer to your direct testimony, page 3?

A And I'm going to try to keep from covering up my other ones this time so I won't have a problem finding them.

I'm on page 3.

Q Lines 20 through 22, and on page 4, lines 1 through 2.

A That's correct.

Q Is it your opinion that BellSouth is

refusing to provide UNEs at parity?

A They are refusing to provide UNEs at parity with their own services.

Q And what documentation do you rely on for this?

A As to -- well --

Q Or do you have any documentation that you rely on?

A Numerous, including Mr. Varner's testimony -- and let me see if I can find the right book here -- where it says that -- and as part of the negotiations themselves when we asked for parity with retail. They say you can't have parity with retail, so we're not getting parity with BellSouth services, by their own statements.

Just a second and I'll give you a quote here.

But as far as the negotiations, when we asked for parity with BellSouth, we were told during negotiations that you can't have parity with BellSouth because we do not provide UNEs to ourselves. So that being the case, it was a fairly straightforward statement that we could not get parity.

Q Okay. Could you provide examples of possible competitive advantages that BellSouth may

enjoy due to its not providing UNEs at parity to ITC?

A Well, again, let's take, for instance, the IDLC itself. IDLC, again, as I said, requires only one analog to digital conversion on the end user end of the network. Then it goes digital all the way through.

Now, the use of data is an ever faster growing portion of the telecom industry, and the V.90 -- that's V dot 90 -- digital technology, the industry standard on that technology is to get full use of the 56K modem. You may have no more than one A to B conversion.

Well, obviously, if you've got a copper pair, then that's only going to have one conversion going into your digital switch. If you've got IDLC, it's only going to have one digital conversion, analog to digital conversion.

If you have UDLC, which is what BellSouth supplied us typically, then UDLC by its very nature is going to require at least two analog to digital conversions. And in the way that it normally works, it actually requires three analog to digital, one in the central office where BellSouth hands it back to us at voice grade, one in the loop where they convert it to digital, and then the CLEC has to do a third

conversion at their collocation in order to get it on their digital.

Now, with that triple analog to digital conversion, it is highly unlikely that anyone can ever make a 56K modem work on that line and work to full speed. So that in and of itself means that the CLEC industry when it comes to modem lines will be of necessity offering below quality rates than BellSouth offers. And by rates I mean bit rates, speed of the data signal.

So that kind of degradation of service in the IDLC environment is going to provide a clear competitive benefit to BellSouth.

Q Thank you.

For the purposes of the following question, would you refer to --

A I finally found my other reference too in Mr. Varner's testimony where we had requested parity with retail, and he has come back with a response on page 19, lines 2 through 4, to say that it is impossible to have parity with BellSouth's retail services. So BellSouth tells us that we cannot have it.

I'm sorry for the interruption. Go ahead.

Q That's okay. Thanks.

Would you refer to your direct testimony, page 4?

A Direct, page 4. Yes.

Q And look at lines 7 through 10.

A Yes.

Q Would you describe an inferior service provided by BellSouth to ITC?

A Again, we go back, and now we're talking about the integrated digital loop carrier and the one I just got through describing, which is the degraded modem, V.90 modem service. That's one.

Another is, on IDLC there are certain signaling capabilities, such as forward disconnect, that cannot be provided on UDLC, which is the other digital loop carrier. Now, the problem is, we won't know that until we find out just how the facilities work and after trying to sell it to the customer.

So within BellSouth's technical parameters for UNE loops, they do put the disclaimer, we don't guarantee forward disconnect to work. Well, if a customer has already got forward disconnect and we make a competitive sale, then we would expect that forward disconnect to continue working.

But unfortunately, with the loops that BellSouth gives us, that is not always true because of

the UDLC. And we won't know it until after we've cut the service over, causing problems. The customer then has a lower opinion of ITC^DeltaCom's services, even though there was no real way for us to know.

Q Okay. Let's move to page 6 of your direct testimony, lines 4 through 15.

A Four through 15.

Q Right.

A Yes.

Q Is it ITC's opinion that BellSouth intentionally refuses to repair such problems for CLEC customers?

A Only to the extent that we cannot get IDLC equivalent. In other words, this modem problem where we cannot provide full service to V.90 modems cannot be fixed on UDLC because of the analog to digital conversions that are in there. What we would want to see is that anytime that we have a data customer, that we would get an IDLC equivalent. With these low grade services that we're getting on the loops, there's no way it can be fixed.

Q Okay. Are you familiar with the Prehearing Statement that ITC filed?

A No.

Q Are you familiar with Issue No. 29?

A Issue 29. I don't have them memorized.

Q Okay. Well, let me read it to you. "If ITC^DeltaCom needs to reconnect service following an order for disconnect, should BellSouth be required to reconnect service within 48 hours?"

A Yes, I am familiar with that.

Q Did you have prefiled testimony on this issue?

A I thought I had addressed that. I'm trying to find the page here.

Q I'll add that ITC -- somebody has you down as sponsoring testimony for that.

A I don't -- I thought it was in here. I don't believe it's in my testimony.

Q Okay. Could you explain what ITC is seeking with that issue?

A Yes, I can.

Q Okay.

A What happens is that whether the error is ITC^DeltaCom's or BellSouth's -- if a disconnect is ever inadvertently issued, we would like some assurance that BellSouth would be able to restore that inadvertent disconnect within a specified period of time. What we get is a response that facilities are no longer available sometimes. We would like some

assurance that if an inadvertent disconnect occurs, that we would be able to get that customer restored to service again.

Q Okay. Do you agree with BellSouth's characterization of this issue that ITC is seeking to reserve facilities for 48 hours following an order for a disconnect?

A It would, in effect, require that in some instances in those areas where there are facility problems. Again, looking at it from an aspect of service to the end user, we want some assurance that if, for instance, BellSouth inadvertently disconnects the customer, that we would have some assurance of a timely restoral. In addition, we would like some assurance that BellSouth would work with us for timely restoral if we inadvertently disconnect a customer.

What I am hearing is that if either party makes a mistake and disconnects in an area where the facilities are in short supply, then they're going to be used, and the customer is just out of service. Again, we're looking for some reassurance here that our end user will be able to have service restored in a reasonable amount of time.

MS. CALDWELL: Okay. Thank you.

I don't have -- I've got a few more

questions, but not a whole lot, but I think BellSouth does. I think maybe if we could take about a ten-minute break, and we'll come back at about -- I'm just going to leave you on hold.

THE WITNESS: Okay. I'll leave the connection up.

MS. CALDWELL: Okay. And we'll just come back in about ten minutes.

THE WITNESS: About ten minutes. All right.

(Short recess.)

BY MS. CALDWELL:

Q Mr. Hyde, do you know roughly how many UNE combinations BellSouth was obligated to provide ITC^DeltaCom under the existing interconnection agreement?

A Under the existing contract, based on reading one particular paragraph, the extended loop is the only combination, other than, of course, any combinations that might be required just to make it work, for instance, those that BellSouth has agreed to provide any and all CLECs, primarily because they have to combine them to make them work, and in addition to those, the extended loop based on the agreement in our existing contract about negotiating in good faith to

provide extended loops.

Q So you would say that extended loops would be about the only UNE combination it was obligated to provide under the existing agreement?

A Over and above those that BellSouth agrees, the ones that BellSouth has, quote, volunteered, unquote, to provide. Even though they put it in terms of voluntary, if they didn't volunteer, they would be required to provide those as well as the extended loop. I'm talking specifically about the loop and cross-connect combination. Without the cross-connect, the loop won't work, so that becomes a necessary combination for BellSouth to provide. But over and above -- and they have agreed to do so. But over and above those that they have agreed, just the extended loop.

Q So is there only one UNE in dispute at this time?

A Only one combination that we currently are -- in the current agreement. That's how I interpreted your question.

Q That is correct.

A So only one from the current agreement. But in addition to that, we were trying to also get the new agreement to include the loop/port

combination. So it is also in dispute, not from the existing contract, but from negotiations for the new.

Q All right. Was this combination already combined in BellSouth's network, or did BellSouth have to combine -- is it the loop/port?

A Which one now? Are we talking about the one from the existing contract, the extended loop?

Q Yes, the extended loop.

A The extended loop required that BellSouth make connections that were not already physically connected. They were, however, connections that were similar to those that BellSouth provides under retail.

Q And that was for the extended loop?

A Yes, the extended loop.

There is physical work involved in connecting the UNE to the transport. And when BellSouth provides that service to an end user, they, of course, do not use the transport for that particular end user. So physical work is required.

With the loop/port, however, conversion, no physical work would necessarily be required.

Q Okay. Thank you.

Did BellSouth ever indicate to ITC^DeltaCom which UNE combinations re-created a BellSouth retail service?

A They stated their view that any combination other than those they agreed to provide would re-create it during negotiations, basically the extended loop in particular. Their claim was that the extended loop would replicate an existing tariffed service. That is not ITC^DeltaCom's view, however.

Q Did BellSouth state that it re-created it, or -- let's see. What service did BellSouth state that it re-created?

A I'm not sure I follow your question.

Q I'm not sure I follow it either.

You had indicated that BellSouth had re-created a retail -- BellSouth combined UNEs and re-created a retail service. Which retail service did they create?

A It is ITC^DeltaCom's view on the extended loop that BellSouth is not re-creating a retail service. BellSouth claims that they are.

It is similar. When you take the variety of extended loops that ITC^DeltaCom currently obtains from BellSouth, which is a loop connected to a multiplexer connected to dedicated transport, it is similar in network architecture to special access with a dedicated transport, a multiplexer, and a loop. It is similar, but it does not by any stretch of the

imagination re-create that special access loop.

And it can best be shown in this situation by that special access loop where it goes to a voice grade loop connected to a multiplexer to a dedicated transport. That particular special access has 10 -- no, excuse me, 12 different voice grade packages of technical parameters that you can get. With the extended loop, you cannot get a single one of those 12 technical packages. You cannot get any manner of specifications anywhere near what's being provided with special access. Plus, on top of that, you have a 24-hour trouble restoral target as opposed to a two-hour.

So what BellSouth is calling re-create, it is an extended loop that is a degraded version of a special access line, certainly less quality service than special access.

So I cannot say if you're getting something that's got poor trouble resolution guarantees, that's got lesser quality technical parameters -- is that re-creation? And in my view, it can never be re-creation. It's similar, but not re-creation.

Q All right. On page 4 of your rebuttal testimony --

A Let me get to page 4. Page 4, I'm there.

Q Okay. You state that BellSouth accepted orders for extended loops until March 1999; is that correct?

A That is correct.

Q When did the existing interconnection agreement between BellSouth and ITC^DeltaCom become effective?

A Let's see. That would be '97, March '97, March 12th of '97, I believe.

Q Okay. And can the functional -- the functionality equivalent to an extended loop be purchased out of BellSouth's access tariff as a tariffed service?

A The functional equivalent?

Q Yes.

A Yes, you can get a much higher quality functionally equivalent, in that you have a loop connected to a multiplexer connected to a transport. But it is only just barely functionally equivalent, because the special access is of such higher quality. And that would be both from the E tariff in Florida, as well as the FCC No. 1.

Q On page 7 of your rebuttal testimony, you state that BellSouth threatened to disconnect all of ITC^DeltaCom's extended loops.

A Yes.

Q Did BellSouth offer any other options to obtain this functionality other than ITC physically collocating in BellSouth's central offices?

A None. They offered no alternatives.

Q Under the new agreement, are there only two combined UNEs that are in dispute; one is extended loop, and the other loop/port?

A That is correct.

Q We're getting close to the end. Page 27, lines 1 through 4 of your rebuttal testimony.

A Twenty-seven. Page 27. Rebuttal?

Q Yes, lines 1 through 4.

A Yes.

Q You state that ITC has agreed to delete Sections 9.10 and 9.17 in recent negotiations with BellSouth. You also state that ITC believes that Section 9.9 may be closed. What do Sections 9.10 and 9.17 refer to, and why were these deleted?

A Let's see. I'm trying to --

Q For reference, it's the issue dealing with meet point billing issues, and it's Issue No. 44.

A I'm trying to look through -- unfortunately, I do not remember all of the paragraphs there. And as best I recall, that was one having to

do with Attachment 3 of the actual contract. And it was -- it was on billing issues. I'll have to dig into my notes, and I'm really -- it was part of the meet point billing issue, Attachment 3.

MR. ADELMAN: Diana, do you want to handle that as a late exhibit in response to that question?

THE WITNESS: And we came to agreement with BellSouth on those. I don't recall the exact detail without pulling the actual contract and my negotiation history.

BY MS. CALDWELL:

Q All right. Let me ask you these questions, and then what we're going to do is ask for a late-filed exhibit.

A All right.

Q Let me first ask you this question. What is ITC's position on Issue 44 regarding meet point billing procedures?

A Our position is that we are not required to make Tariff 4 filings with NECA. No CLEC is actually required to make NECA filings.

The current interconnection trunks that we have with BellSouth all go to the tandem. Any kind of percentage that might be used would be 100% for

BellSouth's tandem to ITC^DeltaCom. And since any access billing to third parties would be via the tandem with BellSouth acting as a transient tandem, then any other billing percentages would be with the originating third party.

So I can't really see what BellSouth is really trying to gain by the insistence on filing in the NECA tariff because of the tandem routing of all of these interconnection trunks, and the fact that we pay for 100% of the trunks. I really don't understand why they're trying to raise this issue.

Q Okay. In -- we've got some feedback here.

A Yes, we do.

Q In ITC's Prehearing Statement, it states that BellSouth has not demonstrated any need for a meet point billing arrangement. Could you discuss your position -- and then it says Witness Hyde discusses this issue.

A That's correct, at least as far as my testimony on page 27.

Q All right. And the question would be -- you state that BellSouth has not demonstrated any need for a meet point billing arrangement. Could you explain what you mean about them needing to explain a need?

A Well, to have a meet point billing arrangement, one assumes that you're going to have something less than 100% of the facilities belonging to one carrier. Those facilities that we've got into BellSouth's tandem we are either providing ourselves via the collo, or we're leasing the entire facility.

So to say that we have 100% going into their tandem, yes, we do. So that to me obviates any need for any kind of meet point billing. Since it is going all through the tandem, and access is billed via a tandem routed scenario, any meet point with, for instance, an independent ILEC at the other end would be between the tandem of BellSouth and that other independent company.

So I still cannot see any scenario where we would have less than 100% ITC^DeltaCom to the BellSouth tandem. So that does away with any need for meet point billing per se for access.

And I have yet to see BellSouth come up with anything that would support a need for a billing percentage for access as part of this contract. I just don't see it. And seeing as how the meet point doesn't apply, in my view, I don't see the need for any kind of procedures to implement something that's not required.

Q All right. On page 27 of your rebuttal testimony, lines --

MR. ADELMAN: If I could, just so I'm clear, do you still desire any sort of late-filed exhibit?

MS. CALDWELL: I'm going to get to that.

MR. ADELMAN: Oh, I'm sorry.

MS. CALDWELL: I'm going to come back to that. I just wanted to go ahead and ask these other questions.

BY MS. CALDWELL:

Q On page 27, lines 7 through 11 of your rebuttal.

A Yes.

Q You mentioned assumed percentages or default percentages.

A Yes.

Q Could you explain what you mean by these terms?

A Well, it's the -- and that's why I put them in quotes, because, again, if you look at the provision of facilities into BellSouth's tandem, since we're either providing them ourselves or leasing the whole facility and paying for the whole thing, then if you had to have a meet point percentage, since you're

buying the whole thing, it's going to be 100%, or since you're providing the whole thing.

So, again, this was saying that there's no need for meet point billing, no need to implement meet point billing. But to the extent that you do put meet point billing in, then the assumed percentages should be 100% for ITC^DeltaCom because of the fact that we don't meet point any facility with BellSouth.

Q All right. Thank you.

Going back to my earlier question about part of the agreements, what I think I can do is -- first of all, in your rebuttal testimony you stated that ITC has agreed to delete Sections 9.10 and 9.17 in recent negotiations with BellSouth.

A Yes.

Q You also stated that ITC believes that 9.9 may be closed.

A Yes.

Q All right. 9.10, I'll read it to you, and then what I'm going to ask you is what does it refer to, and why would these also be deleted.

9.10 states, "The parties shall undertake all reasonable measures to ensure that the billing percentages and associated information are maintained in their respective federal and state access tariffs

as required until such time as such information can be included in the National Exchange -- NECA FCC Tariff No. 4." Now, for everybody else, this is Attachment 3, page 15.

So my question was, what does that section refer to, and why would it be deleted?

A My thoughts were that that referred to this meet point billing and that it wasn't -- that we were deleting it out.

Q That you were or were not?

A Were deleting it.

Q Okay. 9.17 also states that any switched access charges associated with interstate access provided over unbundled elements or UNE platform shall be billed by and due to ITC^DeltaCom or in accordance with meet point billing arrangements as appropriate. BellSouth shall provide ITC^DeltaCom the billing name, billing address, and CIC of the IXCs, and copies of relevant IXC access service requests, ASRs, in order to comply with the notification process outlined in the MECAB.

A Yes.

Q Again, the question is, what do these sections refer to, and why were they deleted?

A As I understand it, BellSouth wanted to

delete that paragraph, and we agreed to it.

Q Do you have any particular reason -- know the reason why?

A Well, again, it was our view that we just don't have any meet point billing, so words addressing it we're not particularly concerned about leaving in the contract, since we don't see a percentage other than 100% for us. So there's not really meet point billing, so we're not going to object strenuously if BellSouth wants to delete a paragraph dealing with meet point billing.

Q All right. And so when you refer to something needing to be closed, that also means to be deleted?

A That's correct.

MS. CALDWELL: All right. I think that's all my questions. Let me just take a minute to make sure.

Mr. Hyde, thank you very much.

THE WITNESS: Late-filed exhibits, any?

MS. CALDWELL: None. I got it covered.

THE WITNESS: Thank you.

EXAMINATION

BY MR. ALEXANDER:

Q Good evening, Mr. Hyde. Tom Alexander with

BellSouth.

A Good evening, sir.

Q It's only 3:35 your time, but it's 6:35 here, so I will do my best to be brief.

A And I will do my best to answer as briefly as possible.

Q Well, let's work together to be through in about 25 minutes max. Let's see if we can do it before 7:00. How about that?

A That sounds like a good target for me. Thank you.

Q All right.

A All right, sir.

Q I'm going to just go back and ask the most recent questions that Ms. Caldwell went over with you.

In Issue 44 in DeltaCom's Prehearing Statement, they make the statement that BellSouth has not demonstrated any need for a meet point billing arrangement. If BellSouth can demonstrate that need, would DeltaCom agree to the meet point billing arrangements that BellSouth has proposed?

A If BellSouth -- let me restate your question and make sure I understand. If you demonstrated a need for meet point billing of other

than 100%, then ITC^DeltaCom would certainly take any steps that it considered necessary to make sure that those meet point billing percentages were implemented correctly.

Q And if BellSouth is required by NECA to file a tariff to implement meet point billing, would that be such a requirement in your mind that BellSouth needs meet point billing arrangements?

A That in and of itself would not be a requirement that there be meet point billing percentages established, in my mind, between ITC^DeltaCom and BellSouth.

Q If I understand your position correctly, you're saying that DeltaCom is not required to do so with NECA, but you're not taking a position on whether BellSouth is required to have any filing with NECA.

A I would assume that they are if you have a billing percentage less than 100%. I do not think you're required to, for instance, put in a billing percentage where it is -- for instance, BellSouth develops an arrangement that is a billing percentage of 100. I don't think you're required to do each and every office, just those offices where it is less than 100%.

Q So there may be some instances where

BellSouth is required or it's necessary to have a meet point billing arrangement, just not in every instance? Is that what you're saying?

A No. I'm just saying that the 100% does not qualify as a meet point arrangement. Therefore, there should not be any requirement for either of us to file in the NECA tariff a meet point billing percentage that is 100%. I've never seen -- in the NECA Tariff 4, I have never seen a 100% billing percentage.

Q Let me change subjects if we're going to meet our goal here.

A All right.

Q ADSL and HDSL, can you tell me the difference between a designed circuit and a nondesigned circuit?

A I'm going to try and give an answer that won't take me until after 7:00 to respond.

Q I hope you can.

A I hope I can too. I'm not real positive, but I hope.

A nondesigned circuit is one essentially that you go in -- you get facility assignments for that circuit, and you do not do certain engineering functions, nor do you put in test points within the BellSouth central office, so that -- oh, how to put

it? Well, quite frankly, there is some design in the nondesigned circuit. You have facility assignment, which is a type of design. And even on the nondesigned, there are certain specifications for maximum loss and loop resistance.

A nondesigned circuit would be one in which a minimal amount of engineering work is necessary. A designed circuit would be one with test points with additional engineering done.

Q Do you know which of those two, if any of them, require design record layout?

A Require?

Q DRL. Are you familiar with what a design record layout is, Mr. Hyde?

A Oh, yes. But the word is "require." The cost of the SL2 includes the DLR. The cost of the SL1 does not.

Q Mr. Hyde, we're not going to make our time frame if I have to restate my questions, but I'll try again.

A All right.

Q Are you familiar with what a design record layout is?

A Yes.

Q Is a design record layout associated with a

designed circuit or a nondesigned circuit?

A It is, with that particular nomenclature, associated with a designed service. The reason I answered the way I did is that there is a similar document, the EI, the engineering information document, which at an additional cost can be provided with an SL1.

Q I want to ask you about your Exhibit TAH-4.

A All right.

Q And this is your proposal -- I don't remember all your words, but you said you used a very conservative cost reduction factor of 50%. Does that ring a bell?

A That's correct.

Q And that was based on your experience, I guess, in the industry?

A That's correct.

Q So there are no studies, no written studies at least, to justify the 50%? Is that what we understand?

A That is correct.

Q Mr. Hyde, is there any reason why you waited until your rebuttal testimony to attach Exhibit TAH-4 or why you couldn't have -- is there any reason why it could not have been attached to your direct

testimony so that BellSouth would have had an opportunity to review it and file rebuttal testimony on it?

A I did not have the cost studies themselves that I could take and perform the modifications to at that time. I got them after I had written my direct testimony.

Q Which cost studies are you referring to, Mr. Hyde?

A These are the ones from -- let's see. These are modified BellSouth cost studies. I'm trying to find the docket number.

All right. One of them was -- here we go. Let's see. The SL1/SL2 was filed as part of Ms. Caldwell's testimony.

Q Let me ask -- you can certainly complete your answer if you like, but I'll try to short-circuit. Are these the cost studies related to what we've called earlier -- and I don't remember if it was you or Mr. Wood -- a generic UNE cost proceeding, and we listed three dockets from Florida?

A No. I believe these are from -- it is three? Let's see. I'm trying to --

Q Docket No. 960757, 960833, 960946?

MR. ADELMAN: There's a couple of questions

out there now, so what's --

MR. ALEXANDER: Is that an objection?

MR. ADELMAN: I object. It's a compound question. There's three different questions that have been asked. Maybe you could break it up and ask them one at a time.

BY MR. ALEXANDER:

Q Mr. Hyde, I just listed three docket numbers associated with cost studies that BellSouth has --

A I'm trying to get the information you asked to see on the docket number that I used there. Hold it just a minute.

Sorry to take so long, but I've got paper here that -- I've tried to keep it all in a nice, neat stack, but it just hasn't worked out that way.

Q Just to hopefully satisfy Mr. Adelman's request or his objection about what you're answering, can you identify the cost studies that you're referring to that you used to develop TAH-4?

A Yes, I can, but I'm trying to find the exact paperwork here to identify those for you.

Let's see here. I will say this. It is the ones that Ms. Caldwell filed in Florida, including the SL1/SL2 breakout.

Q Is that --

A Which I do not believe were in those three, as a matter of fact. I thought those -- let's see. I thought those three that you mentioned were the ones where ADSL actually was filed.

Q Does that complete your answer, Mr. Hyde?

A I'll have to get back with you on the actual docket number to see. It is the cost study filed by Ms. Caldwell that included the SL1 and SL2, which I believe were filed as an exhibit too.

I'm still verifying which ones were actually used.

I do not believe that those you mentioned, the 960757, included the SL1, which is why I'm saying that.

Q Mr. Hyde?

A Yes. I'm still going through papers, Mr. Alexander.

Q That's what I wanted to find out, if you were through or not.

A Oh, no, no, no, no. I'm still going through papers trying to find a paper copy of the documentation that I used.

I'm sorry about the delay, but the cost studies that I used were those that were provided as

part of this docket.

Q Just out of curiosity, were we on mute just then, Mr. Hyde?

A Pardon?

Q Have we been on mute while you were looking through your papers?

A No.

Q Let me turn your attention to another matter, and that is the provision of extended loops.

A Okay.

Q In your rebuttal testimony, on page 4 you indicate that BellSouth has provided -- and this is at line 1. BellSouth has provided ITC^DeltaCom more than 2,500 extended loops. Is that correct?

A That is correct.

Q And what is the nature of those extended loops that have been provided? What are they comprised of, what UNEs?

A To be specific, as you go from the end user out to the DeltaCom collocation space, it is a loop, a cross-connect, UNEs. Both are UNEs. It is connected then to a multiplexer from the BellSouth access tariff, connected to a DS1 from the BellSouth access tariff, and then across into the collocation space.

Q So if I'm correct, you've got a combination

of UNEs as well as tariffed services. I believe you said a DS1 from the BellSouth access tariff; is that right?

A That is correct. It is a combination of UNEs and access -- tariffed access.

Q And I believe you said that you had not -- well, I want to make sure it's right. Have you read DeltaCom's Prehearing Statement filed in this case?

A No, I have not read the Prehearing Statement.

Q Let me just read one provision off of it so that you can -- do you have that with you?

A No, I do not.

Q I'll read it. At page 14, with respect to extended loops, under subheading 2 -- I'm not going to read it exactly, but it states that the combination of an unbundled loop, cross-connection, and special access transport has enabled ITC^DeltaCom to provide service to rural areas of Florida for the past two years. I'll just have to represent to you that that's what it says. And you've got three lawyers -- excuse me, two lawyers here that can check that I'm reading it correctly.

A All right.

Q Are you familiar with that at all,

Mr. Hyde?

A I'm familiar with the use of the extended loop to provide service into the less dense wire centers, including rural, in BellSouth territory.

Q And immediately following on page 14 of the Prehearing Statement, the quote I just read to you from page 14, it says, "Indeed, over the past two years, BellSouth has provisioned approximately 2,500 of these extended loops to ITC^DeltaCom." Is that your understanding, Mr. Hyde?

A My understanding is that it's somewhat over 2,500, yes.

Q And again, just so we're clear, these 2,500 extended loops that DeltaCom is referring to are actually a combination of a UNE loop, cross-connect, and I believe you said a multiplexer, and then it's connected to a BellSouth tariffed service, a DS1 access service?

A That is correct.

Q How many of these 2,500 extended loops have been provisioned in Florida by BellSouth to DeltaCom?

A I don't know.

Q Are there any?

A I don't know. As you are aware or may not be aware, Mr. Alexander, we're just moving into

Florida in the provision of service, so it would not be many. I'm sure of that.

Q Well, in states where you have provided these extended loops, or have been provided and are using these extended loops, what type customers are they serving?

A Customers that are located and served out of a BellSouth office where we do not have collocation space.

Q Well --

A Typically we're going to go in and get collocation space -- ITC^DeltaCom is going to get collocation space in those offices in the more urban areas for which this is a large enough demand to install collocation space. And in those where the demand is smaller, then we would go with the extended loop as a method of building service to a given area. So by definition, it's going to be a smaller, less dense wire center.

Q Well, that's what I'm trying to home in on, a smaller, less dense wire center. In the Prehearing Statement you refer to providing service to rural areas of Florida.

Do you have any in -- what population areas are you talking about, the less dense areas that these

loops are being provisioned to?

A I would have to get some -- I'm not familiar with these towns. I would have to get something and go through and see just where they are as far as towns' names.

Q And these are towns not in Florida; right?

A The only ones I have personal experience with are not in Florida. I don't know of any one way or another there, sir.

Q Do you know whether these are business customers or residential customers?

A By and large, they're business.

Q Do you have any residential customers on the other end of an extended loop?

A I don't know.

Q Well, I was just trying to -- you said by and large. That made me think you might have some residential.

A We have some residential customers. I don't know whether there are any served by this. I really don't know.

Q Well, the residential customers you have, are they resale, or are they facilities-based?

A I'm not sure which one of those they would be. I would assume we have both.

Q But you don't know?

A I do not know for a fact that we have both, but I would assume we do.

Q And is it correct that you don't know whether any of these residential customers are receiving service through an extended loop?

MR. ADELMAN: Asked and answered.

A I would assume that they are, but I don't have personal knowledge of it.

Q Mr. Hyde, can you tell me where in the Act it says that BellSouth is required to provide a combination of a UNE with services to a competing carrier, an ALEC?

A I can find neither a requirement that they do nor a prohibition that they do not. I'm basing my testimony on a paragraph in the existing BellSouth/ITC^DeltaCom agreement that says we're going to negotiate in good faith to do this very thing.

Q And is that reference to Section 4.B.14?

A Yes, it is.

Q Is there anything in that paragraph that says that BellSouth will provide an extended loop specifically, and even more specifically, an extended loop consisting of UNEs combined with tariffed services?

A It doesn't specifically define it one way or another. It just says the parties will negotiate in good faith in order to provide an extended loop service. As far as ITC^DeltaCom was concerned until last March, the parameters of that paragraph had been met and satisfied.

Q And, Mr. Hyde, when did that existing contract expire?

A June 30th.

Q Of 1999?

A Of 1999, or July. It was either June 30th or July 1st. I'm not sure legally which day it expires on.

MR. ALEXANDER: Well, Mr. Hyde, I think we did it. I have no more questions of you. It's almost 7:00.

MR. ADELMAN: I have no questions, and I guess we'll reserve the right to read and sign, as we did with the previous deposition.

MS. CALDWELL: Thank you very much, Mr. Hyde.

(Deposition concluded at 6:55 p.m.)

ERRATA SHEET

DOCKET NO.: 990750-TP
NAME: THOMAS HYDE
DATE: October 11, 1999

Page	Line	

CERTIFICATE OF DEPONENT

This is to certify that I, THOMAS HYDE, have read the foregoing transcript of my testimony, page 1 through 95, given on October 11, 1999, in Docket No. 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

_____
THOMAS HYDE

Sworn to and subscribed before me this

_____ day of _____, 1999.

_____
Notary Public
State of _____

My Commission Expires:

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, do hereby certify that I was authorized to and did stenographically report the foregoing deposition of THOMAS HYDE.

I FURTHER CERTIFY that this transcript, consisting of 76 pages, constitutes a true record of the testimony given by the witness.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 15th day of October, 1999.

MARY ALLEN NEEL, RPR
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EXHIBIT NO. _____

DOCKET NO.: 990750-TP

WITNESS: Michael Thomas

PARTY: ITC^DeltaCom

DESCRIPTION:

1. **October 14, 1999 Deposition Transcript**

PROFFERING PARTY: STAFF

I.D. # STIP-3

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 4
COMPANY/ WITNESS: FPSC Staff
DATE: 10-27-99

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.

DOCKET NO.990750-TP

DEPOSITION OF: MICHAEL THOMAS

TAKEN AT THE INSTANCE OF: FPSC Staff

DATE: Thursday, October 14, 1999

TIME: Commenced at 9:00 a.m.
Concluded at 10:50 a.m.

PLACE: FPSC
2540 Shumard Oak Boulevard
Room 309
Tallahassee, Florida

REPORTED BY: NANCY S. METZKE, RPR, CCR

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APPEARANCES:

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DAVID I. ADELMAN, ESQUIRE, ITC^DeltaCom, Sutherland, Asbill & Brennan, LLP., 999 Peachtree Street N.E., Atlanta, Georgia 30309-3996.

ALSO PRESENT:

CAYCE HINTON, FPSC Staff.

TODD BROWN, FPSC Staff.

CALVIN FAVORS, FPSC Staff.

MICHAEL BARRETT, FPSC Staff.

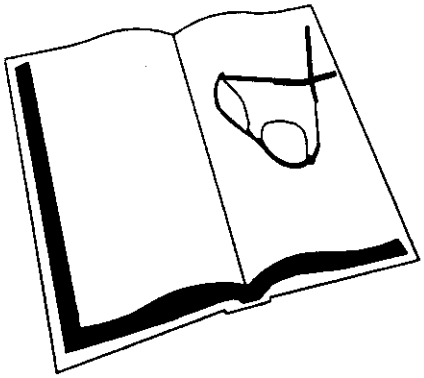
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MARY ROSE SIRIANNI, BellSouth.

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From the Bureau of Reporting
Division of Records and Reporting
Florida Public Service Commission

Dear Reader,

If you find any problems with this transcript

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at 413-6732 or e-mail me at jkelly@psc.state.fl.us.

Thank you,

Joy Kelly
Chief, Bureau of Reporting

STIPULATION

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

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#1 (Late-filed) Citation to BellSouth testimony or other pleadings for which a response was included on Page 3 of Mr. Thomas's rebuttal . . . 62

P R O C E E D I N G S

MS. STEARN: Okay. We should take appearances now then.

MR. ADELMAN: David Adelman for ITC^DeltaCom.

MR. GOGGIN: Michael Goggin for BellSouth Telecommunications.

MS. STEARN: Marlene Stearn with the Public Service Commission.

MS. CALDWELL: Diana Caldwell, Public Service Commission.

MS. STEARN: Do all of the parties agree to the usual stipulations for this deposition?

MR. ADELMAN: We do.

MR. GOGGIN: BellSouth does.

MS. STEARN: Okay. Mr. Pate --

MR. ADELMAN: Mr. Thomas.

MS. STEARN: Oh, I'm sorry. Mr. Thomas.

* * * *

Whereupon,

MICHAEL THOMAS

was called as a witness by the Plaintiff and, after being

first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. STEARN:

Q I'm taking your deposition on behalf of the Commission staff in Docket Number 990750-TP, the petition by ITC^DeltaCom Communications, Inc., doing business as ITC^DeltaCom, for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc. If you don't understand any of the questions that I ask, just ask for clarification, and I'll try to rephrase them.

Would you please state your full name for the record?

A Michael Edward Thomas.

Q Who are you employed with?

A ITC^DeltaCom.

Q What's your position with ITC?

A Director of information services.

Q What does that position entail?

A It means I'm responsible for application development, system maintenance, and the network, and interconnection to the ILECs.

Q And on whose behalf are you testifying today?

A Myself, or ITC^DeltaCom. Is that --
Q That's it. Yeah.
Did you file any testimony in this docket?
A Yes, I did.
Q Direct and rebuttal?
A Yes.
Q Okay. Did you file any exhibits?
A Yes.
Q Could you list the exhibits you filed?
A MT-1, MT-2, and MT-3.
Q Okay. What was the purpose of your prefiled testimony, your direct testimony?
A To just bring up the -- or to point out the issues that were unresolved, if I understand your question.
Q Yeah, that's fine. You understand the question.
And you have copies of your direct and rebuttal testimony with you?
A Yes, I do.
Q The first question pertains to your direct testimony, Page 2, Lines 11 and 12.
A Okay.
Q Could you please explain what you mean by BellSouth's affirmations that EDI is its

nondiscriminatory OSS interface?

A It's my understanding, and from my participation in the OSS workshop and other conversations, that for ordering at that time BellSouth said that EDI was their preferred method of ordering -- the preferred OSS interface for ordering. That came from several training sessions and OSS workshop.

Q Okay. Did BellSouth provide any material or information that explains the nondiscriminatory OSS interface capability of EDI?

A We have documentation, technical specifications for EDI, the LEO guide and how to technically map our information into an EDI transaction set for purchase orders, if I understood the way you asked that question. Is that what you're looking for?

Q Just a second. Okay. Does what you are doing conform with the technical specifications of the OSS interface, EDI?

A Yes. Yes, it wouldn't work otherwise. We have to go through testing it, and they make sure that we have everything in the right format and they can accept that.

Q Okay. Could you explain what in your opinion constitutes a nondiscriminatory OSS interface?

A Something that provides access to their systems

in basically the same time and manner as they have for themselves.

Q Okay. The next questions come from your direct testimony, also on Page 2, Lines 8 through 10.

A Okay.

Q Okay. Could you explain what you mean by a customized version?

A Okay, BellSouth had a version that was a stand-alone. They -- it was developed by, I think it was developed by Harbinger, that we could key in orders and send to them; but that required us to rekey because we have our own service order system. By customized this means that we key our orders into our service order system and we generate the software and the background to translate our service order into an EDI document that goes to BellSouth; so that's what we mean by customize.

Q Okay. So now could you look on Page 3 of your direct testimony, Lines 5 through 8?

A Okay.

Q Is EDI a proprietary interface for ITC^DeltaCom?

A EDI is a national standard. There are transaction sets for the way we are using them for purchase orders. Those are Transaction Sets 850 and 855,

860 and 865 that are standard nationally. On top of that, and it goes in my direct testimony about business rule changes, there are business rules; and those are specific to BellSouth. But that's the same with any trading partner, they'll all have business rules; but that is specific to BellSouth.

Q Okay. Now we're going to turn to your rebuttal testimony, Page 3, Lines 5 through 8.

(WITNESS REVIEWED DOCUMENTS)

A Okay.

Q Okay. You stated that ITC^DeltaCom is extremely concerned that BellSouth is now indicating that it may not be technically feasible for ITC to obtain ordering and provisioning service equal to that which BellSouth provides to itself or others. Could you tell us who told you this?

A It was in either Mr. Varner or Mr. Pate's -- either the direct or rebuttal. It was a comment they made about -- and I can't cite it specifically -- about something being technically feasible. And it just raised a concern that that would become a discretionary thing. Is it technically feasible? Well, yes or no. That was the basis of that comment. And it is in one of their -- I understand it to be in one of their direct or rebuttal testimonies. And if I had to guess, and this is

strictly speculation, it would be Mr. Varner's, based on memory.

Q Okay. Do you think you could later on go back and review where you found this and give us a more specific cite?

A Yes.

MR. ADELMAN: Just to be clear, you want a citation to the place in the BellSouth testimony for which this is a response?

MS. STEARN: Yes.

MR. ADELMAN: Okay.

BY MS. STEARN (Continuing):

Q Okay. Now back to your direct testimony.

A Okay.

Q Page 3, Line 1, you state that ITC is forced to submit orders via facsimile.

A That is for the orders -- Okay. Yes, I do.

Q Okay. Is this true?

A Yes, that's true.

Q Okay. What type of orders are you referring to?

A Some of the orders that I mentioned previously in here due to a limitation of EDI that can't be sent -- and I think a hubbing arrangement area is one of those areas -- it will not accept our EDI order, so we have to

fax that order.

Q Okay. What's a hubbing arrangement?

A Okay, now I'm not a network engineer, so to speak; but I can give you from my perspective what I see it as. It's basically where ITC^DeltaCom has a virtual collocation. And if I understand correctly, it's where we lease equipment in the Bell central office. We don't have our equipment physically collocated in that particular Bell central office. That is what a hubbing arrangement, that's what we're referring to as a hubbing arrangement, virtual collocation.

Q Okay. Has BellSouth tendered an explanation why you have to submit these type of orders using fax?

A Well, they're not -- EDI won't accept these orders, so that's our other alternative, or if we can't send them with EDI, I should say.

Q Okay. Now if you would look at your direct testimony on Page 3, Line 15.

(WITNESS REVIEWED DOCUMENT)

A Okay.

Q You state that BellSouth is not providing nondiscriminatory access to its OSS system and data bases. Is this true?

A Yes, it is.

Q Okay. What BellSouth systems and data bases

are you referring to?

A It's the preordering capability, pulling a customer service record and being able to parse it into our service order system. It is validation of addresses, and although we do have that capability through LENS, it is not integratable into our system via LENS.

Q Okay. Could you discuss simple versus complex orders?

A Okay. I'll try.

Q Okay.

A Simple being a residential line, single line residential, and I don't know the provisioning rules that per se -- someone that works for me may know the specifics more than me. A business customer with multiple lines and hunting where that would be considered a complex order, whereas your home phone line with call waiting and caller ID would be considered simple. And that is a layman explanation because I'm not a provisioner.

Q Okay. Do you know, between simple and complex, which would work with EDI?

A Simple would certainly work with EDI.

Q Okay.

A Certain complex would work with EDI. I think I listed the ones that wouldn't. The ones in the hubbing

areas are the ones that have an intercept message, and I can explain that, the intercept message. If you are in a -- if you're switching to DeltaCom service and you get a new telephone number that is one of our telephone numbers, an intercept message is simply, when you dial the old number, it says this number has been changed to this number; so that's what we're referring to there. That needs to go along with the orders so that everything, the timing of it is there; and we can't do that in one order with EDI.

Q Okay. Does ITC resale any of BellSouth services?

A Yes.

Q Okay. Yesterday BellSouth's witness, Mr. Pate, testified that the EDI OSS interface that ITC uses is proprietary and does not perform any preordering function. Could you comment on that?

A Could you say that one more time, please?

Q Sure. Mr. Pate said that the EDI OSS interface, that ITC uses is proprietary and does not perform any preordering function.

A Yes, there is no preordering capability with BellSouth via EDI, if that was the answer you were looking for.

Q That answers the question.

A Okay.

Q Okay. Did ITC have prior knowledge that EDI does not perform preordering functions?

A Yes, I would say that we -- they said it was their nondiscriminatory ordering interface.

Q Okay. If you'd look back at your direct testimony, on Page 3, Lines 23 and 24.

(WITNESS REVIEWED DOCUMENT)

A Okay.

Q You indicate that ITC uses LENS for preordering. Can LENS perform any ordering functions?

A Yes. Again, I think it is less -- and the lines may have changed -- less than six lines, resale-only orders.

Q Okay. In talking about an integratable electronic OSS interface, which of the interfaces is ITC referring to? In other words, what do you mean when you talk about an integratable electronic OSS interface?

MR. ADELMAN: And this is in the testimony, Marlene?

MS. STEARN: Yeah, the direct testimony. It should be in the vicinity of Lines 23 and 24 on Page 3. Turn over to 4, okay.

THE WITNESS: Okay. I think, if I'm following this correctly, that we're talking about LENS and

EDI, to integrate the preordering capability with the ordering capability. And would you like me to explain a little bit?

BY MS. STEARN (Continuing):

Q Yes.

A Okay, so we have a customer that wants service with us. I like what I have as far as I've got a residential line with call waiting. That's what I want, but I want it with you. The preordering piece of that would be to pull up that customer's service record, see what they have, validate their address, make sure that everything is valid so that we've got our 911 information and everything like that. If they said, well, also, I want to add another line for my son, so we would reserve a telephone number, things like that. That's the preordering part of it. We want to be able to integrate that so that we don't have to look at a system and rekey it because that -- then you're subject to error, and that's what we're looking for, to be able to pull the customer's information up, yes, that's it, and send it on without rekeying the information.

Q Okay. Now would you turn to Page 7 of your direct testimony, Lines 17 through 20.

(WITNESS REVIEWED DOCUMENTS)

A Okay.

Q You state that BellSouth can essentially choose at its own discretion whether it is technically feasible to provide ordering and provisioning services at parity to that which it provides to itself or its affiliates. Is this true?

A I think that goes back to the question you asked me to find the cite earlier, the concern over the technical feasibility comment.

Q Okay.

A That was what -- that's why we have a concern.

Q That cite that you were going to go back and find, that -- I just want to make sure that we're clear on this. The cite that we're asking you to find is where -- We're trying to figure out where you got, you know, the notion that you've expressed in your testimony on Lines 17 through 20. What did BellSouth say or provide you -- what information did they provide that led you to, you know, to believe that they had discretion about the technical feasibility and all that? So I guess what we really -- Can we go off the record?

(DISCUSSION OFF THE RECORD)

BY MS. STEARN (Continuing):

Q Okay. So with respect to your testimony on Page 7, Lines 17 through 20, you've agreed to go back and review the information provided by BellSouth and find a

cite that led you to believe, that formed the statement you made in Lines 17 through 20?

MR. ADELMAN: Just to be clear. I guess consistent with the off-record discussion, Mr. Thomas, in his prefiled direct testimony, expressed a concern that BellSouth could exercise its sole discretion for purposes of determining the technical feasibility, and the staff is looking for citations which support Mr. Thomas's concern, and we will provide that, I would imagine before the end of the day, before we leave today.

MS. STEARN: Okay. Thanks.

(DISCUSSION OFF THE RECORD)

BY MS. STEARN (Continuing):

Q Okay. Is it your opinion that BellSouth -- that BellSouth's affiliates -- Just a second.

Okay. Do you know if BellSouth's affiliates have different intervals for ordering and provisioning to other ALECs?

A Would you repeat that, please?

Q Okay. Just a second. Okay. Is it your opinion that BellSouth's affiliates have different ordering and provisioning intervals than what are provided to other ALECs?

A Can you rephrase? I'm not sure what you mean

by affiliates.

Q Okay. Based on your testimony on Page 7, Lines 17 through 20, do you think that BellSouth provides different ordering and provisioning intervals to other ALECs?

A I don't believe I was referring to other ALECs in 17 through 20 on Page 7. I think I was referring to BellSouth.

Q Oh, so that -- Okay. Thanks.

A Did I answer that? I wasn't trying to avoid it. I wasn't clear exactly what you were asking.

Q No, that was fine. You answered it.

EXAMINATION

BY MS. CALDWELL:

Q Good morning, Mr. Thomas. I'm Diana Caldwell.

A Good morning.

Q Thank you for bearing with us in having two questioners.

Are you familiar with Issue Number -- now renumbered Number 34, and I can read it for you. It's:

"What type of repair information should BellSouth be required to provide ITC^DeltaCom such that ITC^DeltaCom can keep the customer informed."

A Yes, I'm familiar with it.

Q All right. Would you agree that most breach of contract disputes stem from the parties having disagreement as to what the language in the agreement really means?

MR. ADELMAN: I object. It calls for speculation.

You can go ahead and answer the question if you understand it.

THE WITNESS: Could you ask it one more time, please?

BY MS. CALDWELL (Continuing):

Q Actually we can strike that.

What I'd like to do is to clarify though what information that you believe ITC needs to provide to its customers and what you think BellSouth is offering to provide you, so that's just a preface to the questions we're going to be talking about. If you would refer to Witness Pate's direct testimony, Page 24.

A That must be his rebuttal. I don't have a copy of his direct with me in my book.

(DOCUMENT TENDERED TO THE WITNESS)

Q Page 24, Lines 1 through 8. And you can take a moment to review that.

(WITNESS REVIEWED DOCUMENT)

A Okay.

Q Is it ITC's responsibility to gather trouble information from its end-user customers and enter it into the interface?

A Yes, it is.

Q Now is ITC -- let's see. Is ITC asking BellSouth to provide ITC with explicit details about all of the basic information that ITC will have to obtain from its end-user customers?

A No. If I'm understanding the question correctly, we enter our trouble tickets into a system called TAFI. It's a BellSouth system that we have access to. We need to be able to enter that trouble ticket, track its status, know if the resolution or the trouble is in jeopardy, things of that nature, know when it's been completed. In addition to that, we also need time and material information so that we can bill our customer or verify the bill from BellSouth. Those are the type things that we're asking for in this issue.

Q You're asking --

A Once the trouble is submitted, once we submit the trouble, then the information is in the TAFI system.

Q Okay. So it's in the TAFI system, and then you're asking for --

A Some of it.

Q -- specific information to be provided back to

you from BellSouth?

A Yes.

Q And what information, again, is that?

A Okay. It would be -- and some of this is in TAFI.

Q Okay.

A It would be the status of the trouble ticket, an estimated time to repair, notification when the trouble has been resolved. I can't cite them all from memory. I may have them in my testimony.

Q Okay. All right.

MR. ADELMAN: Do you want to take a moment? I believe it's in his direct.

MS. CALDWELL: No, I think we're all right there.

THE WITNESS: And then the time and material, which is not in TAFI.

BY MS. CALDWELL (Continuing):

Q Now do you believe that BellSouth provides this information that you've asked for in your testimony, that it provides it to itself?

A With the status? Yes, they have that access. It's my opinion that they do. They don't necessarily bill themselves for resolving that trouble.

Q Okay.

A I can't -- I shouldn't -- it's my opinion that they would not bill themselves, the time and material charges I'm referring to.

Q All right. During yesterday's deposition, Witness Pate indicated that with respect to all of ITC's proposed language in Attachment 6 which are Sections 5.2, 5.3, 5.31 and 5.32, that only language in Section 6 of 5.2 was in dispute.

A I believe that's correct.

Q And would you characterize Section 6 as being applicable to time and material charges?

A Yes.

Q Would you look at your rebuttal testimony at Page 15 and 16, Lines 24 -- beginning at Line 24 and going on through on Page 16 to Line 20.

(WITNESS REVIEWED DOCUMENTS)

A Starting at what line, I'm sorry?

Q Line 24 on Page 15.

(WITNESS REVIEWED DOCUMENT)

A Now let me ask you one more time. On Page 16, to go to Line 20; is that what you said?

Q Line 20.

(WITNESS REVIEWED DOCUMENT)

A Okay.

Q All I want to do is verify our understanding of

your testimony. Are you saying there that ITC must timely receive this billing information in order for ITC to verify the charges that ITC incurs for maintenance repair performed by BellSouth so that it can then accurately bill its end customers?

A That's correct.

Q Would you agree that upon ITC's request BellSouth is required to provide access to all of BellSouth's OSS maintenance and repair functions?

A Say that one more time, please.

Q Would you agree that upon request, upon ITC's request, BellSouth is required to provide access to all of BellSouth's OSS maintenance and repair functions? And this would include access to the information such as the systems contain on a nondiscriminatory basis so that ITC receives maintenance and repair information and functions from BellSouth in substantially the same manner and time as BellSouth can for itself or any other telecommunications provider, subsidiaries, affiliates or other entities?

A That's a long question.

Q Yes, I know, and I tried not to let it last that long.

A Would you mind if I read it from your sheet, so I can --

Q That will be fine.

MR. GOGGIN: Can you read it out loud, please?

THE WITNESS: You want me to read it out loud.

MR. GOGGIN: If you would.

MS. CALDWELL: Yes.

BY MS. CALDWELL (Continuing):

Q Okay. Why don't you start, "includes."

A Okay. "Which includes access to the information such systems contained --" You want me to read the whole thing?

Q Yes, please.

A "Upon ITC's request BellSouth is required to provide access to all of BellSouth's OSS maintenance and repair functions, which includes access to the information such systems contain on a nondiscriminatory basis such that ITC receives maintenance and repair information and functions from BellSouth in substantially the same time and manner that BellSouth can for itself, any telecommunications provider, subsidiaries, affiliates and/or other entities. Yes."

Q You weren't supposed to read the answer.
A I read the answer. Yes.
Q So that would be your opinion. Would you refer to Witness Pate's direct testimony? .Did you have that?
(WITNESS REVIEWED DOCUMENTS)
A Okay.
Q And I guess in his testimony he's stating that ITC uses TAFI, and that is correct?
A That is correct.
Q Again, Witness Pate had stated in his direct testimony that:

> "Although TAFI is not a national standard interface, BellSouth made TAFI available to ALECs so that they would have nondiscriminatory access since BellSouth also uses TAFI."

He also states that:

> "The national standard for maintenance and repair interfaces addresses only functions such as electronically opening a trouble ticket or obtaining status information."

Would you agree with those statements?

A I'm not intimately familiar with the ECTA, I believe is the interface he's talking about. Subject to check, yes, I agree with that.

Q Okay. And, again, referring to Witness Pate's direct testimony on Page 25, let's see, beginning on Lines 6 through 17. Would you review those -- his statements there, and I would like for you to comment on them.

A Through 17?

Q Yes.

(WITNESS REVIEWED DOCUMENTS)

A Okay. Yeah, we use TAFI, and it is the same system that BellSouth uses to enter trouble tickets and track their status. That is correct.

Q In Witness Pate's direct --

A Can I make one more comment?

Q Yes. Sure.

A And to view end-user customers' maintenance histories, I think that would go back to -- well, I'm not sure on that one, although it may very well be true, I'm just not sure.

Q Okay. You're not sure in that you don't know that you use TAFI to check the status of repair tickets and to view end-user customers maintenance histories?

A On the end-user customers' maintenance histories, I'm not sure. I know we use it to review -- to check the status of repair tickets and to enter trouble tickets. Since I'm not a user myself of that, I don't know if our customer service representatives use that to check or if they can. I'm not -- I just don't know.

Q Okay.

A So I'll have to comment that I don't know on that, the last part of that sentence.

Q Would you agree that -- to the second part? I think we're looking at Lines 19 through 23. I'm sorry, scratch that.

Do you believe that the TAFI interfaces that separates out the retail -- residential retail units and one for business retail units, that the combined handling of both the residential and the business services allows ALECs to have greater functionality by combining those, the residential and the business?

A I don't think it provides any additional functionality.

Q Would it make a difference if it were separated out?

A It would just be different than what it is today.

Q Would it make any difference for your performance measures?

A I can't think of -- I can't think of any reason it would make it -- it would be different.

Q Okay. In Witness Pate's testimony, and yesterday in his deposition, Mr. Pate stated that BellSouth, the agreements -- Well, he stated that BellSouth has provided ALECs with ECTA. And my question to you is: Are they still continuing to provide ITC with ECTA?

A We don't use that interface. Like I said, we use TAFI. We are exploring using that gateway or interface to -- so that we can tie our trouble ticket system, so we can automatically send our troubles without rekeying them into TAFI. But from what I understand, I believe Mr. Pate says in his testimony it has a subset of functionality to TAFI.

Q Okay.

MS. CALDWELL: We'll take a ten-minute break.

(BRIEF RECESS)

MS. CALDWELL: Let's go back on the record please.

BY MS. CALDWELL (Continuing):

Q Mr. Thomas, I think we were referring to Mr. Pate's direct testimony on Page 26 and 27, and what I

wanted to ask you is do you believe that ITC is receiving nondiscriminatory access to TAFI?

A To TAFI, yes, with the exception of the time and material charges that we have talked about previously.

Q All right. And do you believe that there are any problems with TAFI to the extent that it does not provide ITC with the same access that BellSouth has?

A Again, I'll have to make a comment that with the exception to the time and material charges that we discussed.

Q Okay. And let's go down and talk about the time and material charges. If you would refer to Mr. -- Do you have Mr. Pate's rebuttal testimony?

A Yes, I do.

Q Looking on Page 12, and there he states on Lines 23 and 24 that itemized time and material charges are not available in TAFI for BellSouth's own retail units or for ALECs.

A Okay. You want me to comment, or are you going to --

Q Well, I would like you to comment, and I'm going to ask you -- well, go ahead and make a comment first to his statement.

A Okay. We understood that it -- or we

understand now it's not in TAFI. We are willing to accept that via another means. This is simply like going to a restaurant and you order something and you get the bill, and you look at it to make sure that what you are being charged for is accurate, and that's what we're asking for, time and material charges so we can verify our bills. And also, you know, bill our end users for the same thing. If it's via another electronic means, that's fine.

Q Are you aware of any interfaces in systems that BellSouth or any of its entities use to handle the processes involved with recording itemized time and material charges?

A I'm not familiar how they do that. I've heard -- Well, let me rephrase. They -- somehow the technicians' information gets entered into, and I believe subject to check, BOCRIS system of BellSouth, and I'm not familiar with their systems to that detail. I believe that that information is entered into a system at BellSouth.

Q Do you believe that there would have to be an electronic link to the downstream billing functions or any kind of electronic link need to be built in order to provide the information you need?

A I believe it can be provided through some type

of billing information that we can receive. It could be on magnetic media of some kind or an electronic link. Either one would be acceptable.

Q Okay. So I guess you're saying that -- well, first of all, do you -- are you aware whether BellSouth has the ability to provide you with the information that you need, the billing information -- or the information you need so that you can bill on the itemized time and material charges?

A I would certainly hope -- I don't know. I would certainly hope that they would be able to provide us with a bill.

Q All right. And so then it's my understanding of your testimony is that you really don't -- I mean you just need the information and you'll accept it in most any form that they can provide it?

A Sure. I mean ideally, if they could provide it real time via TAFI as soon as it was closed, that's what we would love to have. We're willing to accept a bill in some other -- by some other means.

Q All right. So going back to TAFI, is there any information, let's say such as addressing or other improvements, that could be made to TAFI to improve the system for the ALECs or for ITC?

A Without --

MR. ADELMAN: I'm sorry, just because the question is so broad, are you asking for time and material or just general?

BY MS. CALDWELL (Continuing):

Q Okay. Let's go back to generally more so to TAFI.

A Like I said, I mean if we could get the time and materials real time when we're on the phone to a customer, well, Mr. Customer, your trouble has been resolved, and that's going to cost you X, that's perfect. But without using it day to day, I'm not aware of any.

Q Okay. Are you aware whether BellSouth is working towards providing that information or being able to provide that type of information for you or for any ALEC, the billing and material? I mean the time and material charges. Let me correct that.

A All right. Say that one more time.

Q Are you aware of whether BellSouth is trying to provide ITC with the time and material charges?

A I'm not aware if they are.

Q Okay. Do you believe that BellSouth will be able to make the time and material charges available to you?

A Like I said earlier, I would hope they would be

able to provide us with a bill. I believe that they can make that available.

Q So it's your assumption that they can provide that information for you, but you don't know specifically that they have that information available to provide to you?

A That's correct.

Q Have you -- are you aware of any discussions or negotiations between ITC and BellSouth related to trying to get the time and material charges to ITC?

A Through the negotiation process before this arbitration -- and I wasn't in every one, I was in a few of those meetings, not all of them -- it's my understanding that this was an issue we discussed trying to resolve; and they would not commit to providing the time and material charges to us. And it may be that they thought we were asking to make a change to TAFI. Like I said, that would be good. So that may be part of the misunderstanding. I don't know. I wasn't involved in all the negotiations. So it is, obviously, something we've asked for and something they said they would not commit to.

Q All right. Are you aware of any other systems that BellSouth may have that has that capability?

A For the time and material?

Q Right.

A Not specifically. I don't know the names of the systems, but like I said, it's simple billing information.

Q All right. Are you aware of national standards for the billing systems?

A No. I'm not aware of which ones -- There are, but I'm not aware of which once.

Q All right. And so you would not be -- you would not know whether any of the national standards would include time and materials within the national standard billing systems?

A I can't cite.

Q Okay. Would any of these maintenance and repair interfaces and systems have to be electronically linked to downstream billing functions?

A For the time and material?

Q Yes.

A Oh, we would accept -- like I said, we would accept it on a magnetic media, such as CD or tape, that they can mail to us.

Q Okay.

A I must -- If I'm not being clear -- Did I answer the question?

Q Yes, you did. Thank you.

As you know, MT-2 is a confidential exhibit, and we're going to ask you some questions, but it's going to be about nonspecific information in it.

A Okay.

Q When ITC and BellSouth have difficulties with ordering processing, does BellSouth initiate the steps to correct the mistake or does your company?

A I would say our company does. If we're the ones being affected by it, definitely our company.

Q Okay. If Bell does, would they escalate your concerns, so if Bell found the mistake or corrected the mistake? Do you understand the question?

A No, I don't.

Q Okay. Then let's strike it.

Again, referring to that Exhibit MT-2, to the best of your knowledge, and with respect to loop cut-over intervals and loop cut-over intervals in general, would you identify what activities if any could improve or shorten the average cut-over interval?

MR. ADELMAN: Is this -- I guess part of the objection requests for clarification. The interval, the loop cut-over interval issue is really one for Mr. Hyde.

MS. CALDWELL: Okay.

MR. ADELMAN: Which is extensively covered in

his testimony. Of course, Mr. Thomas can answer it to the extent that he knows.

MS. CALDWELL: To the extent that he's able to, and we will --

THE WITNESS: These were for resale orders only.

BY MS. CALDWELL (Continuing):

Q Okay.

A So I'm not sure the loop cut over would apply to MT-2. Maybe if you could rephrase.

MR. ADELMAN: I guess what he's struggling with is use of the terminology of the loop because this exhibit applies to resale, switch "as is" resale.

BY MS. CALDWELL (Continuing):

Q Are you saying that the MT-2 applies to retail?

A Resale.

Q Resale. My understanding is that MT-2 has different examples provided within the document, and I guess what we're asking is your opinion for the examples, if there is just -- in general to identify any activities that could be improved or shortened within those examples for the --

MR. ADELMAN: Diana, maybe -- and I don't mean to object. One way to approach it might be to ask the witness to describe, without using the numbers,

what MT-2 shows.

MS. CALDWELL: All right. That might be a good idea to start out.

MR. ADELMAN: Because I think that may be the point of confusion.

MS. CALDWELL: Thank you.

BY MS. CALDWELL (Continuing):

Q Okay. Let's start there.

A Okay, these are resale orders that we've submitted, and it shows the percentage of those orders or LSRs that are completed in less than five days. It shows five to ten days and greater than ten days, and then there are some that aren't completed. And then it shows the percentage of those orders that we received in FOC within 48 hours.

Q FOC?

A Firm order confirmation.

Q Thank you.

A And then, of course, subtract from that a hundred and it gives you the ones that weren't received within 48 hours, and the percentage of FOCs where the due date was met, where the service will be ready on this day. Was it? Yes or no. Okay?

Q Okay. That helps.

And I guess within that, are you aware of any

measures that you would suggest to be taken to improve the ratios as to improving, let's say, for example, the due date met, improving the examples so that you have more orders that are completed, to improve the examples that the intervals are shorter periods of time?

A Okay, one example -- I think I'm getting there -- would be when we send an order in there, for instance, there are three problems on that order.

Q Okay.

A We get a clarification back that says you have a problem. We fix the problem. It turns out, well, that's the first problem. We send it again. Well, there's another problem, and they send it back. And this goes back and forth, and the time it takes to get that first problem can be a business day. So every time there's a problem, sequentially, if I'm making that clear. Do you understand that --

Q Yes.

A -- if there's three problems, we get it back to us three times?

Q You're looking at approximately six days. It takes you a business day, it takes them a business day.

A Exactly.

Q You turn it around, they come back.

A Right.

Q Yes.

A So that is an example of something. Whatever can be done to tell us all of the errors up front would be helpful.

Q Okay.

A That would certainly -- because as I understand BellSouth's systems, they know immediately what the problems are.

Q All right. Are you aware of any discussions, negotiations, or meetings in which ITC and BellSouth get together and discuss these types of problems to help improve the performance that's shown on MT -- on this Exhibit MT-2?

A I do know that there are meetings with our account team, but as I understand it, it is BellSouth's stance that this is nondiscriminatory access.

Q Would you characterize the meetings, to the best of your knowledge, as proactive meetings or reactive?

A I guess a little of both.

Q All right.

MS. CALDWELL: Thank you very much.

EXAMINATION

BY MR. GOGGIN:

Q Good morning, Mr. Thomas. I'm Michael Goggin

with BellSouth.

Earlier Ms. Stearn asked you about your direct testimony, on Page 3 at Line 1.

(WITNESS REVIEWED DOCUMENT)

Q I'm sorry, I don't think that's the page reference I was looking for. I can't find the specific reference. The question that you were asked, if I may paraphrase, was what is the basis for your belief that the access that BellSouth provides to its OSS is not nondiscriminatory, and I just -- I wasn't sure of your response. Could you tell me what the basis is for your belief that the access that BellSouth provides to its OSS is not nondiscriminatory?

A Okay. Like I said before, I'll use an example, if I can. When we use LENS and EDI for ordering and preordering, we have to rekey that information into our ordering system. We also don't have the validation checks because those two systems aren't integrated. BellSouth, on the other hand, when they're keying it, if they have an invalid address, they know it immediately. The screen pops up. I'm assuming here. I know they have the validation checks. I'm not sure exactly the mechanics of how it works, but they'll know that they have an error. We don't know we have that error until we send the order and we get that order back because the

preordering is not integrated with the ordering, and it's not integratable with the ordering.

Q When you say you believe BellSouth's preordering and ordering are integrated, are you talking about residential OSS interfaces, business OSS interfaces?

A Both, yes.

Q Okay. Does BellSouth make an integrated OSS interface available to ALECs, one that integrates the preordering and ordering functions?

A They offer TAG, telecommunications access gateway, that that is their claim that it is integratable with our ordering interface, yes.

Q In discussing the TAFI interface with Ms. Caldwell, I believe you stated that the remaining issue in contention is whether BellSouth provides information regarding the time and materials with regard to repair and maintenance for DeltaCom repair work, work done by BellSouth Telecommunications on behalf of DeltaCom. Would that be an accurate way to restate what you said, or would you like to go ahead and restate what you said?

A She asked me if the time and material, for BellSouth providing the time and material charges to us was the outstanding issue with TAFI, and I said yes.

Q Do you get that information in any form today?

A We get a bill from BellSouth with -- that we can tie back to a telephone number. It is, from my understanding, not as detailed as we would like it, and it is also not -- BellSouth is not obligated to continue to provide that to us in our agreement. We want that. That's what we're looking for in our agreement.

Q So the issue basically boils down to itemized billing for repairs?

A Time and material, yes.

Q Mr. Thomas, I think that's all the questions I have this morning.

MR. ADELMAN: I have a few. Let's start with Mr. Goggin's subject matter.

EXAMINATION

BY MR. ADELMAN:

Q When did BellSouth indicate to ITC^DeltaCom that TAG would be the preferred nondiscriminatory access to OSS?

A TAG was made available in August -- the preordering part of TAG was made available in August of 1998, I believe and, the ordering capability of TAG was December of '98.

Q And is it ITC^DeltaCom's intention to build out to or develop systems for purposes of utilizing TAG?

A It is our intention. We are exploring our options of exactly how we're going to go about doing that today.

Q Now previously had ITC^DeltaCom built out or expended the resources necessary to utilize EDI?

A Yes.

Q And why did ITC^DeltaCom build out to EDI?

A BellSouth indicated to us that this was their preferred nondiscriminatory ordering interface.

Q Okay. And actually, previous to that, there was another interface that had been held out as the nondiscriminatory access. Do you remember the name of that interface?

A That would be LENS.

Q Okay. How long will it take, in your estimation, to switch over from EDI to TAG for ITC^DeltaCom?

A We're estimating 6 to 12 months, and the further we get into it, the more it looks like the 12-month part; so that's our estimate right now.

Q And will -- in addition to the time, will ITC^DeltaCom have to expend significant resources to build out to TAG, to switch to TAG?

A Yes. Yes, we will, systems and consulting.

Q Now in the interim, that is to say, during the

period of time during which the systems are going to be put in place so that TAG can be utilized by ITC^DeltaCom, are there some needs that ITC^DeltaCom has in order to receive nondiscriminatory access during the interim?

A Yeah, as an interim measure, we have asked that BellSouth provide us with the rules to parse the customer service record, or break it down into pieces so that we can take that and put it into our service order. Parsing, just means break apart into valuable pieces of information.

Q And they've agreed to do that?

A They have agreed to do that.

Q And are there any other needs?

A Yes, the down load and updates to the RSAG, or the Regional Street and Address Guide. That's to validate address information to determine if facilities are available with that information. We need to be able to down load that and have updates to it.

Q And how regular would -- what would be an adequate interval for updates?

A Daily probably would be what we would need. I'm sure that information can change; it's dynamic.

Q And is it your understanding that ITC^DeltaCom has agreed to pay BellSouth for such updates?

A Yes, that is my understanding.

Q And is it your understanding that the dispute is just over the terms and conditions and, specifically, whether the costs associated with the down load should be shared with other ALECs who also will receive the down load?

A Yes, that's my understanding. As we see it, the ability to down load the RSAG requires development on BellSouth's part, so -- but that only happens once, and we think that that should be -- they should be compensated fairly, but we also believe they shouldn't be compensated multiple times for that.

Q Okay. Are there any other needs that ITC^DeltaCom has during the interim period while the switch from EDI to TAG is being effectuated?

A Sure. There's needs. I can't think specifically.

Q Okay. Well --

A I guess I'm drawing a blank right now, I'm sorry.

Q Okay. Well, in this case -- let's talk about in this case what we've asked the Florida Commission to do. What we've talked about is the CSR parsing and the down load of the RSAG with the daily updates.

A That's correct.

Q Those are the only two we've asked the

Commission for; is that your understanding?

A That's correct.

Q Okay. So really the only outstanding issue is the interval for the down load of the RSAG and whether the cost associated with that down load will be prorated between requesting ALECs; is that your understanding?

A That's my understanding, yes.

Q Now with regard to MT -- Exhibit MT-2, which is the confidential exhibit, if you'd turn to that again. Ms. Caldwell asked you some questions about that exhibit. Now as I understand that exhibit, the data reported relates only to resale orders placed by ITC^DeltaCom, right?

A That is correct.

Q And how would you -- I like to say of a resale order as essentially a switch of a customer without a change of the customer's service. Is that generally the case?

A It's my understanding that resale is strictly a billing issue.

Q So sometimes it's referred to as migrate as is. Have you ever heard that term?

A Yes, I have.

Q Okay. Would you characterize that as the most simple type of order that could be placed?

A Absolutely, yes.

Q Now this experience that you described to Ms. Caldwell in talking about this exhibit of having perhaps three order rejects for clarification, do you remember that discussion?

A Yes.

Q And you said that you understood that BellSouth has the ability to correct all errors in -- as part of one event; is that right?

A That's correct.

Q And what is the LEO? What is LEO?

A Local Exchange Ordering guide, the LEO guide.

Q Okay. And what is the LESOG? Do you know that term?

A I can't remember exact, Local Exchange Service Order Guideline, something to that effect.

Q Okay. And what are hose two systems or documents?

A Those systems that are used to validate. Yeah, they're systems or databases that are used to validate an order prior to it going downstream.

Q Okay. When you say validate, who can use those databases to validate?

A BellSouth. We do not have access to those databases.

Q Okay. So those are two databases, as I understand it, that BellSouth is able to use to avoid multiple reject for clarification problem; is that right?

A That's correct.

Q And if ITC^DeltaCom had access to those databases, would ITC^DeltaCom for resale migrate as-is type orders be able to avoid the multiple clarification rejects?

A Yes, absolutely. We'd have the chance to validate not only address information such as preordering capabilities provide, but also is this order correct.

Q Okay.

A Formatted correctly.

Q Okay. Now BellSouth uses SOLAR for those purposes, correct, S-O-L-A-R? Do you know?

A I believe that's correct.

Q Okay. And is there another data base called FUEL, F-U-E-L? Are you familiar with that?

A I've seen that in some documentation, yes.

Q And, in fact, those are the databases that BellSouth uses to avoid the clarification problem?

A That's my understanding.

Q Okay. Those are the databases ITC^DeltaCom seeks access to; is that --

A That's correct.

Q Okay. So I just want to be clear because I confused you. It's SOLAR and FUEL that BellSouth uses, correct?

A That's my understanding, that's correct.

Q Okay. And we do not have access to SOLAR or FUEL; is that correct?

A That's correct.

Q Okay. Just for purposes of resale and the problems that are expressed in MT-2, is it your opinion that those problems, at least the multiple clarification reject order problem could be resolved if the Florida Commission ordered BellSouth to give ITC^DeltaCom and other ALECs access to SOLAR and FUEL?

A Yes, that's correct.

Q Okay. And when we talk about access to SOLAR or FUEL, do you agree that it's really the functionality that we need, it's not important that it have the same name?

A Yeah, we would need the error checking capability that is provided with that system, not necessarily that system itself.

Q Okay. Well, maybe that's the best way to describe it. Can you please explain what you mean error checking capability?

A Just checking for the format of the order, the content of the order, is this order going -- is it in the correct format? Is it a valid order, or is it going to be rejected once it's sent downstream? Those are the things I understand FUEL and SOLAR have this capability to check so that it prevents the delays of two days later we get the order back and, oh, well, there was something wrong.

Q So is it your understanding that BellSouth has the option to utilize SOLAR and FUEL to edit the order before it's sent?

A Yes.

Q And that's the functionality you want, correct?

A Yes, that's correct.

Q Now back to the discussion of time and materials. Just by way of clarification, what are we talking about when we talk about time associated with repair?

A The technician's time that he spent resolving the problem.

Q So labor?

A Labor, that's correct. Labor.

Q And what about materials, what do you mean by materials?

A The parts that they use to -- whatever it took

to resolve the problem, whatever parts they have to use.

Q Okay. And when we -- when ITC^DeltaCom submits a request for repair and BellSouth deploys a technician with parts to handle that repair of an ITC^DeltaCom customer's service, does BellSouth charge ITC^DeltaCom?

A Yes, they do.

Q Okay. And as I understand it, and tell me if this is correct, what ITC^DeltaCom wants is an itemized bill associated with the labor and the parts; is that correct?

A That's correct.

Q And ITC^DeltaCom wants to be able to -- well, why does ITC^DeltaCom want that, and why would it be important for ITC^DeltaCom to have that as quickly as possible?

A Well, first of all, so we could tell our customer what the charges were and also so that we can validate what we're being billed so we can -- our cost control mechanisms.

Q And you said that there are certain things that are provided through TAFI, such as the ability to check the status of a ticket; is that correct?

A That's correct, yes.

Q And is it your understanding that BellSouth has committed to the continuing ability to check the status

of the ticket through the contract?

A No, they haven't. They haven't committed to language in the contract for TAFI or for the time and material.

Q So, in part, the dispute is just trying to get the obligation as a contractual one as opposed to a promise outside the contract; is that your understanding?

A That's my understanding.

Q Now did I hear you correct in saying that you really don't care whether the time and materials bill is provided through TAFI?

A That's correct, we do not care.

Q But ITC^DeltaCom knows that BellSouth has the information with regard to time and materials, right?

A Yes.

Q Because BellSouth has to eventually bill ITC^DeltaCom for the labor and parts, right?

A That's correct.

Q In your opinion, would it be relatively simple for BellSouth to establish an electronic means by which the labor and parts associated with repairs are communicated -- labor and parts costs associated with repairs are communicated to ITC^DeltaCom?

A Yeah. I mean that's very -- yes, that's very simple exchanging of information that's just part of

doing business. I mean we get our -- we get daily usage from BellSouth for call records. I would think that we could certainly get time and material in a similar manner.

Q And is it your opinion that it's important that a commitment to electronically provide the information related to labor and parts, costs for repair be included in a contract?

A Yes, to avoid any ambiguity or any change that may come along six months or at some other time down the road, yes, it's very important to us that there be some language to address this in the contract.

Q And are you aware that the contract that's the subject of this arbitration is intended to be binding for only two years?

A Yes.

Q So what we're asking for is a two-year commitment in writing for this type of communication of information; is that your understanding?

A That's my understanding.

Q Thank you.

MR. ADELMAN: I have no further questions. Thank you.

MS. CALDWELL: Would it be appropriate that I ask one more?

MR. ADELMAN: We have no objection.

MR. GOGGIN: We have no objection.

EXAMINATION

BY MS. CALDWELL:

Q Has ITC requested access to Bell's SOLAR and FUEL databases?

A Not specifically, no.

Q Okay.

A To my knowledge. But I believe, in the interest of parity, that we've got to have some kind of functionality that does.

Q Okay. But you have -- to your knowledge, in any of the negotiations, it has not been brought up that, well, we would just like access to SOLAR and FUEL?

A That's correct, but you've got to understand that we're not experts in BellSouth's systems.

Q Okay.

A So we need the capability, and we have requested the capability in, like I said, for parity sake.

Q And when you requested the capability what was BellSouth's response?

A That they were already providing nondiscriminatory access.

Q Thank you.

MS. CALDWELL: That's all we have.

MR. ADELMAN: Wait a minute. I get to redirect.

MS. CALDWELL: Okay. Okay.

EXAMINATION

BY MR. ADELMAN (Continuing):

Q Following up on Ms. Caldwell, it's your understanding that ITC^DeltaCom has requested the ability to error check --

A That's correct.

Q -- its orders; do you understand that?

A Yes.

Q Okay. And it's not important to you whether that be SOLAR or FUEL or anything, it's error checking that matters, correct?

A That's right.

Q Okay. Thank you.

MS. CALDWELL: That's all.

MR. ADELMAN: We just reserve the right to read and sign and ask that he be excused.

MS. CALDWELL: That would be fine. Thank you very much, Mr. Thomas.

(WHEREUPON, THE DEPOSITION WAS RESUMED AT 12:10 P.M.)

MR. ADELMAN: We've agreed with no objection

from BellSouth to reopen the deposition of Witness Thomas for the limited purposes of responding to questions from staff counsel.

MS. CALDWELL: Thank you, Mr. Thomas.

EXAMINATION

BY MS. CALDWELL (Continuing):

Q Is ITC^DeltaCom aware of any organization that establishes national standards for OSS electronic interfaces?

A Yes, it's the Ordering and Billing Forum, or OBF.

While we're talking about standards and standards bodies, it is --

MR. EDENFIELD: Let me just object here. The purpose was to specifically answer staff's question, and I think that goes beyond a general discussion unless staff asks that question.

BY MS. CALDWELL (Continuing):

Q Is ITC^DeltaCom a participant in the organization?

A We were at one time, and I can only assume that we still are. Unless we for some reason dropped out that I'm not aware of, yes, we still are.

Q Is EDI and TAG standard electronic interfaces for ALEC OSS ordering?

A Repeat that, please.

Q Are EDI and TAG standard electronic interfaces for ALEC OSS ordering?

A I'm sorry, ask it one more time. I'm having trouble with what you're asking.

Q Okay. Are EDI and TAG standard electronic interfaces that are used for ALEC OSS ordering?

A TAG is -- it's my understanding TAG is a BellSouth-only proprietary system.

Q All right. But -- Okay. But is it an electronic interface?

A It is an electronic -- it is the ability to access BellSouth's systems. Yes, it is electronic interface.

Q All right. But TAG on the other hand is -- Well, TAG is also an electronic interface, correct?

A It is an electronic interface.

Q The distinction between TAG and EDI is that EDI is a BellSouth system and TAG is a national standard?

A No. EDI is a technology, electronic data interchange that is an industry standard.

Q Okay.

A TAG is not. TAG is a BellSouth system, or provides access to a BellSouth system.

Q Are you aware of whether or not BellSouth has

any responsibility in changing national standards on OSS?

A I understand that BellSouth is a member of OBF. Ask that one more time.

Q All right. Is Bell responsible for changing national standards in OSS?

A I think they have input.

Q Do they have any greater input than any other member of the OBF?

A I don't know.

Q Okay. Would you agree that it's BellSouth's responsibility to update their OSS systems to comply with national standards?

A Yes.

Q Would you agree that your reference to BellSouth constantly building -- All right. Let me refresh -- or let me provide you with some information.

Mr. Rozycki stated in his rebuttal testimony that:

> "Two years ago BellSouth claimed that LENS and EDI provided nondiscriminatory access with EDI being the interface that BellSouth relied upon as its nondiscriminatory ordering interface. Now BellSouth has developed yet another nondiscriminatory

interface: TAG. What's next? Constantly building OSS interfaces is extremely burdensome to a new entrant, especially when it is uncertain whether a new interface will provide nondiscriminatory access. ITC^DeltaCom will spend millions of dollars chasing a moving target."

Do you agree with that comment?

A Yes, I do.

Q Now would you agree that this reference to Bell constantly building OSS is not an attempt to cause costs to ITC^DeltaCom in particular?

A One more time. I'm sorry.

Q Okay. Would you agree though that the reference to BellSouth constantly building OSS is not an attempt to cause costs to ITC^DeltaCom in particular?

A I would hope that would be the case. It does, in fact, cause costs; but I would hope that wouldn't be intentional.

Q Is ITC^DeltaCom currently required to use TAG?

A By BellSouth? Do they require us to use TAG; is that what you mean by that question?

Q Yes.

A No, they do not require us to use TAG.

Q When BellSouth develops a new version of OSS,

does ITC^DeltaCom retain access to the previous version?

A I believe that was an issue that got closed before this arbitration started.

Q Would you agree that the moving-target description in this statement above that I read to you is the changing face of a market due to changes in national OSS standards?

A Yeah, I think that probably influences it. Yes.

Q Thank you. That's all I have.

MR. EDENFIELD: Nothing from BellSouth.

MR. ADELMAN: No questions. Thank you.

MS. CALDWELL: All right. Thank you very much. We'll close that deposition.

MR. ADELMAN: We'll provide a late hearing exhibit. We'll just mark it Depo Thomas 1. It's a question you missed.

MR. GOGGIN: Yeah, that was what I thought we were going back on the record to ask, was the one question about where did he get the idea.

MR. ADELMAN: We'll provide that citation. We don't have all of our materials. It should be something we can do in very short order.

MS. CALDWELL: I don't think we had any, so it would be Depo Exhibit MT-1, reference --

MR. ADELMAN: Citation to BellSouth testimony or other pleadings for which a response was included on Page 3 of Mr. Thomas's rebuttal.

(WHEREUPON, THE DEPOSITION WAS CONCLUDED)

• • * *

ERRATA SHEET

STATE OF FLORIDA)
: CERTIFICATE OF OATH
COUNTY OF LEON)

I, the undersigned authority, certify that MICHAEL THOMAS personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 15th day of October, 1999.

Nancy S. Metzke

NANCY S. METZKE
Notary Public - State of Florida

Nancy S. Metzke
MY COMMISSION # CC677518 EXPIRES
September 13, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE OF DEPONENT

This is to certify that I, MICHAEL THOMAS, have read the foregoing transcription of my testimony, Pages 1 through 63, given on October 14, 1999, in Docket Number 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the Errata Sheet attached hereto.

_____

MICHAEL THOMAS

Sworn to and subscribed before me this
_____ day of _____, 19_____

_____
NOTARY PUBLIC
State of _____
My Commission Expires:

REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA)
COUNTY OF LEON)

I, NANCY S. METZKE, Certified Shorthand Reporter and Registered Professional Reporter, certify that I was authorized to and did stenographically report the deposition of MICHAEL THOMAS; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 15th day of October, 1999.

Nancy S. Metzke

NANCY S. METZKE, RPR, CCR

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DOCKET NO.: 990750-TP

WITNESS: Christopher Rozycki

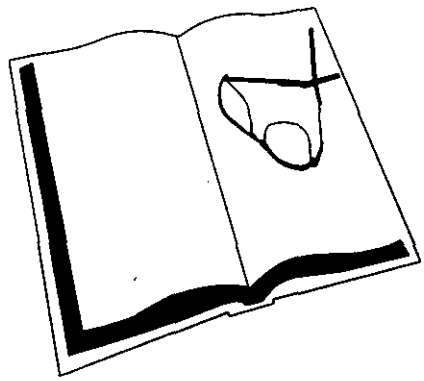
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom) for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.) DOCKET NO. 990750-TP

DEPOSITION OF: CHRISTOPHER ROZYCKI

TAKEN AT THE INSTANCE OF: FPSC Staff

DATE: Thursday, October 14, 1999

TIME: Commenced at 11:00 a.m.
Concluded at 12:10 p.m.

PLACE: FPSC
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BRIAN MUSSELWHITE, ITC^DeltaCom.

STIPULATION

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

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P R O C E E D I N G S

MS. CALDWELL: Let's take appearances.

MR. ADELMAN: David Adelman for ITC^DeltaCom.

MR. GOGGIN: Michael Goggin and Kip Edenfield on behalf of BellSouth.

MS. CALDWELL: Diana Caldwell on behalf of the Commission staff.

Do all the parties agree to the usual stipulations for this deposition?

MR. GOGGIN: BellSouth does.

MR. ADELMAN: Yes.

EXAMINATION

BY MS. CALDWELL:

Q Good morning, Mr. Rozycki. I'm Diana Caldwell with the Public Service Commission. I'm taking your deposition on behalf of the Commission staff in Docket Number 990750-TP, which is the petition by ITC^DeltaCom Communications, Inc. doing business as ITC^DeltaCom for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications.

If you need me to restate the question or if you do not understand a question, please let me know, and I'll either restate it or try and rephrase it. I also

ask that you answer with a yes or no before explaining your answers.

Would you please state your name for the record?

A My name is Christopher J. Rozycki.

Q And with whom are you employed?

A ITC^DeltaCom.

Q And what is your position with ITC^DeltaCom?

A I am director of regulatory affairs.

Q And what does the position entail?

A It entails -- basically I manage the company's regulatory activities in all of the states where we provide telecommunication services. That's 50 states for long distance and basically 10 states for local service, and then all of our activities before the FCC. That includes interconnection agreements, tariffs, regulatory proceedings before the commissions, the whole gamut.

Q And are you testifying on behalf of ITC^DeltaCom in this proceeding?

A Yes.

Q Did you file any testimony for Docket 990750?

A Yes, I did.

Q Did you file direct?

A Yes.

Q And rebuttal?

A Yes.

Q Did you also file any exhibits?

A Yes, there were, I think, four exhibits filed.

Q And what is the purpose of your testimony that you've given in your prefiled testimony?

A The purpose of the testimony was several fold, I guess. One, to kind of lay out the overview of our case, explain how we got here. Two, to spend, I think, a fairly extensive amount of time discussing our position on performance measures and guarantees, to deal with -- to discuss our position on reciprocal compensation and the issue of reciprocal compensation for ISP-bound traffic, and then several other contractual issues.

Q Do you also have copies of the testimony that you filed with you?

A Yes.

Q And do you have copies of the exhibits that you filed?

A Yes.

Q And did you also bring with you any -- with you copies of all the work papers or materials that you used in preparation of any responses to staff's discovery request in this docket?

A No, I did not.

Q Okay. And do you also have available copies of

other testimonies and exhibits that were filed in this docket?

A Most. Maybe not all.

Q Let's look first at your direct testimony.

A Okay.

Q Specifically Page 11.

(WITNESS REVIEWED DOCUMENTS)

Q And would you please define or describe "parity?"

A Parity, essentially, is the requirement that BellSouth, or an ILEC that we interconnect with, provide us with nondiscriminatory access to unbundled network elements, to interconnection, and to the OSS functionalities of BellSouth's systems.

Q And would you describe or define "nondiscriminatory access?"

A Well, nondiscriminatory access, I think, is access that gives us a reasonable opportunity to compete; and more explicitly, it means that it is access to these unbundled elements, network access, OSS, that's equal to -- at a minimum equal to that which Bell provides itself, its end users, or other competing CLECs.

Q Could you please give me your interpretation of the phrase "will be provided equally no matter who provides the consumer service?"

MR. ADELMAN: Diana, are you referring to his testimony?

MS. CALDWELL: I must be, and we're looking at Lines 4 through 8.

THE WITNESS: Let me look at that and put it in context.

BY MS. CALDWELL (Continuing):

Q I think it's Line 8.

(WITNESS REVIEWED DOCUMENTS)

A Yes. The notion here is that regardless of whether BellSouth provides the consumer service or whether we provide the consumer service, the components of the network, OSS and interconnection that are vital to providing that service, be made available equally so that the customer, in essence, would not see any difference in the service that they get, whether it's from us or from BellSouth.

Q Now is it your opinion that parity is the same as equality?

A I think the intention of the Act and the FCC is that parity means equality. But, clearly, there are some exceptions when parity may not be exactly equal. Let me think if I can see an example here. Clearly, as we were just discussing earlier today with OSS, exactly equal would mean we have access to the precise OSS systems of

BellSouth that BellSouth uses itself with the same means. What BellSouth has provided us is access to those OSS systems in a manner that is supposed to provide parity. So it's not exactly equal, but it provides us with the same functionality -- it should provide us with the same functionality that we -- that they would provide themselves.

Q All right. For the purpose of this following question, would you refer to your direct testimony, Page 11, Lines 15 and 16?

(WITNESS REVIEWED DOCUMENT)

A Yes.

Q All right. Is it your opinion that being allowed to provide in-region interLATA service is not sufficient incentive for BellSouth to provide ALEC services at parity?

A I don't know if that's sufficient incentive or not. I don't believe that it is. If it were, I think we would have far better performance from BellSouth today than we, in fact, do.

Q Do you know what might constitute sufficient incentive for BellSouth to provide the ALEC services at parity?

A What we've proposed, and the way we have viewed this, is that without a system of negative incentives --

BellSouth likes to call them penalties; we like to call them guarantees -- without a system of guarantees, I don't know that there is a very good incentive to require that kind of parity from BellSouth. Understand that we are in their market, taking their customers in essence, and it's hard to give a company that has all the customers on Day 1 some incentive to give them away. That's going to be difficult. The notion was that entry into long distance would be that incentive. It's not clear to me that that's an adequate incentive.

Q Now I'd like to turn, I think, to your rebuttal testimony, Page 26, and specifically Line 1.

(WITNESS REVIEWED DOCUMENT)

Q On Line 1 of your rebuttal testimony, you had answered:

> "No, it is not. Mr. Varner's claim that the Act and FCC rules obligate BellSouth to provide ALECs nondiscriminatory access to telecommunications services."

Would you please explain why you believe the Act and the FCC rules provision for nondiscriminatory access to telecommunication services does not afford enough protection for ITC?

A I think what we're trying to get at here is

that -- and there are two, I think, components of this issue. One is that we need the obligations placed in our interconnection agreement. They need to be contractually obligated. There needs to be specificity or definition applied here, or we will -- we think we'll be constantly disputing whether or not we have achieved parity or not.

Q Turning now to Page 27 in your rebuttal testimony, and specifically looking at Lines 3 through 5. There you state that you believe that BellSouth often takes apart a customer's existing bundled elements and reassembles them in a substandard manner; is that correct?

A Yes.

Q Okay. Would you please explain what you mean by a substandard manner?

A What has happened, and this particularly refers to the issue of providing service out of -- in an IDLC situation. Where BellSouth is providing its customers local service using IDLC and we win one of those customers through the competitive process and will then offer them service using BellSouth unbundled network elements, in order to make the unbundled network elements, a local loop, available to us, we have found that BellSouth often takes apart the existing physical arrangement between itself, its central office, and the

customer and then reassembles it differently in a manner that we have found to be substandard. We know it is substandard because when we measure the noise on that loop, before the customer is disconnected and after, there are vast differences. And what we get is what we call a dirty copper loop, a noisy loop. So we are provided with a loop that is different and substantially degraded in quality.

Q Do you know if -- Back citing to your example. Are you saying that when BellSouth has its loop for the -- From my understanding, when it has its connection with its customer, and do you know whether that connection is on an ILD -- IDLC connection? And then I guess -- and my whole question is, that when they reassemble this, these elements, that it goes back to a UDLC connection?

A I think in some instances UDLC is what is used. And, again, I'm not the engineer here; so that's my understanding. Typically today, what's happening increasingly is Bell is installing more fiber in its network. It takes fiber from its central office out to an IDLC, integrated digital loop carrier, a remote in the network. From that remote, it then delivers the loop service to the customer over copper. For some reason -- Mr. Hyde can explain the technical issues behind this --

BellSouth claims they cannot give us that same connectivity over that same loop to the customer. So what they do is they disconnect the copper at the IDLC locale, location, and either reconnect it to the old copper that may still be there in place from previous, when before they put the IDLC unit in place, or some other way, and provide us a different loop back to the central office. And the quality of that loop, as I mentioned, is not the same.

Q All right. Thank you.

Again, looking at page -- now back to Page 26 of your rebuttal testimony, looking at Lines 21 through 24.

(WITNESS REVIEWED DOCUMENTS)

A Yes.

Q There I think you stated that ITC^DeltaCom is not receiving service quality that is at least equal in quality to that which BellSouth provides to itself. Could you provide me with specific examples where ITC is receiving substandard service from BellSouth in that instance?

A In this instance, it refers back to these situations where the IDLC -- the local loop is being provided that way and we're not getting it at the same quality.

Q All right. Thank you.

Are you familiar with Issue Number 45?

A By number, no.

Q And I'll refresh your memory.

(WITNESS REVIEWED DOCUMENTS)

A Yes.

Q All right. And have you reviewed Mr. Varner's rebuttal testimony?

A Yes, I think I have.

Q I think -- In his rebuttal testimony Mr. Varner states that:

"An ALEC has advanced notice of an audit and, therefore, has time to correct the PLU/PIU percentage if necessary and avoid being charged for the audit."

What is your position on that, or could you comment on that statement?

A I can comment on it. Interestingly, that issue or presentation was never explained to us in the negotiations. We were simply told that these are the audit provisions we'd like to put in here, and this exists in all of our contracts; therefore, you should accept it. My concern and -- Well, that's the way they presented it. So his rebuttal testimony was the first

time that we saw that explanation.

Q Okay. BellSouth states that the charge for the audit is not a penalty provision since the costs are those actually incurred in performing the audit. Do you believe that the charge for the audit is not a penalty provision?

A No, I believe the way that it's structured it would penalize us for errors in submitting -- well, for errors that we may submit in reporting PLU information. Now I understand that we have this new opportunity now to correct it, but I'm not sure under what circumstances we would run into this problem and whether or not we'd be able to correct it. We may be in dispute.

Q All right. Thank you.

I'm going to ask you some questions on Mr. Pate's rebuttal testimony, and particularly Page 4.

(WITNESS REVIEWED DOCUMENTS)

Q Beginning on Line 12, and I think I'm going to paraphrase this. Mr. Pate testifies that BellSouth provides integratable national standard machine-to-machine interfaces for preordering and ordering that ALECs, including ITC^DeltaCom, may integrate into their own OSS, their own internal OSS. Is ITC^DeltaCom aware of any organization that establishes national standards for OSS?

A I am not. Others in the company may be, but I'm not aware of any organization that establishes such standards.

MR. ADELMAN: I want to be clear about your question. Are you asking specifically whether there are such organizations? Are you asking about particular organizations? So I guess I object that it's somewhat vague and ambiguous. If you could clarify.

MS. CALDWELL: Right. I understand.

BY MS. CALDWELL (Continuing):

Q I think I'm asking is Mr. Rozycki aware of any national organization that establishes the national standards for OSS.

A There is a -- I think there is a national organization that deals with this. I'm not specifically aware of this. That would be somebody, probably, in Mr. Thomas's organization.

Q Right. And you don't know who it is?

A Right.

MR. ADELMAN: Diana, we'd be glad -- if you want to reopen his deposition and talk to him about it, we'd be glad to do that.

MS. CALDWELL: We may take that up.

BY MS. CALDWELL (Continuing):

Q We have some questions on your rebuttal testimony on Page 32.

(WITNESS REVIEWED DOCUMENTS)

A Okay.

Q And beginning on Line 8, starting with, "Two years ago BellSouth claimed." I'd just like you to refresh your memory.

(WITNESS REVIEWED DOCUMENTS)

A Yes.

Q Is ITC^DeltaCom currently required to use TAG?

A No, we are not required to use TAG.

Q Do you believe at any time in the future that you would be required to use TAG?

A I know of no way that we could be required to use TAG; however, if BellSouth were to discontinue LENS and possibly EDI, we would have maybe no option but to use TAG absent any other OSS system that we could use.

Q If BellSouth develops a new version of OSS -- I'm sorry. When BellSouth develops a new version of OSS, ITC^DeltaCom retains access to a previous version; is that correct?

A Kind of out of my league here, but I think, yes, for some period of time. Really that's a Mike Thomas question, I think.

Q Okay. Does the existing interconnection

agreement provide for payment of reciprocal compensation for calls bound to Internet ISPs -- for ISPs?

A We think so, and I can elaborate.

Q Please.

A There is no exclusion of ISP traffic. There are explicit provisions for us to pay one another. It's not a bill-and-keep type contract.

Q In the existing interconnection agreement between BellSouth and ITC, do you know the rate for the reciprocal compensation for termination of local traffic?

A Point nine cents per minute of use.

Q Has BellSouth paid ITC^DeltaCom reciprocal compensation for ISP traffic?

A Repeat the question.

Q Has BellSouth paid ITC^DeltaCom for reciprocal compensation for ISP traffic under the existing interconnection agreement?

A Let me answer that to the best of my ability.

Q Okay.

A BellSouth currently disputes every bill that we send them for reciprocal compensation. They have some system of computing a percentage which they think they -- that they will pay us for or they pay us for. I don't know what that computation or that process is that they use. But, typically, they pay between zero and ten

percent. I don't think we've ever been paid more than ten percent of what we're sending them in terms of bills.

Q Is ITC^DeltaCom currently capable of tracking traffic originating from a BellSouth customer to an ISP served by ITC^DeltaCom?

A We are not set up to do that right now.

MS. CALDWELL: Thank you. I have no further questions.

EXAMINATION

BY MR. EDENFIELD:

Q Good morning, Mr. Rozycki.

A Good morning.

Q Kip Edenfield from BellSouth.

Let me ask you a couple of questions here. In regard to parity, is it DeltaCom's position that BellSouth is required to provide service beyond that which BellSouth provides itself?

A The Act states that service will be at least equal in quality, and I the don't -- Paraphrasing. To me "at least" means equal to or greater than.

Q In this instance, in this proceeding, is DeltaCom claiming for any particular element that it's raised here that BellSouth is required to provide service for that particular element or issue beyond that which BellSouth provides itself?

A No, we would be very happy with equal.

Q Okay. Are you aware that there are a number of generic proceedings currently ongoing in Florida?

A Yes.

Q Is DeltaCom participating in the third-party OSS testing docket?

A Not at this point in time.

Q Okay. Is DeltaCom participating in the collocation docket?

A Not directly, and I'd have to check on this; I think indirectly through the FCCA.

Q That's an organization of which DeltaCom is a member?

A Yes, the Florida Communications Carriers Association, I think.

Q How about the UNE pricing docket, is DeltaCom a party in that proceeding?

A Not at this point. Again, we are deciding on whether we are going to weigh in on that.

Q Has DeltaCom filed a complaint in the last five years in Florida complaining that BellSouth has not provided parity in regard to OSS, performance measures, anything?

MR. ADELMAN: Objection. And maybe I guess to the -- it's vague and ambiguous. When you say

complaint, that might be a term of art. It might not. Would you include this petition for arbitration as a complaint?

MR. EDENFIELD: No.

BY MR. EDENFIELD (Continuing):

Q A complaint proceeding separate and aside from an arbitration in the State of Florida against BellSouth.

A Until -- The short answer is no. And until most recently, our approach has been to deal with those issues on a company-to-company business approach. We, as Mr. Thomas mentioned earlier, have a process where our account team -- the BellSouth account team meets with us, and we provide them with, if I'm not mistaken, weekly problems that our company is having with BellSouth.

Q Let me -- I'm going to kind of jump around a little bit here.

A Sure.

Q We had talked about the IDLC and our provision of loops to DeltaCom. Are you familiar with Telcordia?

A I'm familiar with the name, yes.

Q Okay. What does Telcordia do?

A I have no idea.

Q Is Telcordia the old BellCore organization?

A Yes. As a matter of fact, I think it is.

Q Okay. You agree that Telcordia, what used to be BellCore, sets forth technical specifications for different elements of a telecommunications network?

MR. ADELMAN: Objection. He, I believe, said he doesn't know what Telcordia does; but if he now knows, he can answer.

THE WITNESS: I don't know.

BY MR. EDENFIELD (Continuing):

Q Okay. Are you alleging here that BellSouth is providing DeltaCom with loops that are below the minimum technical specifications as set forth by Telcordia?

A I don't know what those specifications are. What we have found and determined are quite simply this: The quality of the loop prior to our getting it was better than when we got it. That, by definition, is not parity.

Q What is IDLC?

A Integrated digital loop carrier.

Q What does that mean in laymen's terms?

A In laymen's terms? I'm not real sure. I think basically what it is is a multi -- a MUXing process, multiplexing where the loops are terminated in an IDLC unit. They are MUXed and brought over fiber to a BellSouth central office.

MR. ADELMAN: Is that in laymen's terms for

you?

MR. EDENFIELD: I don't have no idea. It would have to be on a third grade level for me to understand.

BY MR. EDENFIELD (Continuing):

Q Are you the witness that DeltaCom has put forth to talk about technical network issues?

A Absolutely not.

Q You had mentioned something about -- on a question from Ms. Caldwell about interLATA relief is not sufficient incentive for BellSouth to provide parity. Is that your testimony as I understand it?

A Well, there's no evidence that we can find that it is sufficient; so, if that was your question, yes.

Q And it's your position that there needs to be some type of negative incentives, in other words, to keep BellSouth in line?

A Negative incentives would be one way to keep BellSouth in line.

Q Okay. DeltaCom provides interLATA services in the southeast United States?

A That's correct.

Q So you're familiar with that market?

A I'm not sure I understand the question.

MR. ADELMAN: Objection. That's vague.

BY MR. EDENFIELD (Continuing):

Q Are you familiar with the interLATA market in the southeast United States?

A Yes.

Q What is, just ball park, the amount of total revenue, not just for DeltaCom, but for all interLATA providers in the southeast United States? How big a pie are we talking about?

A Oh, I have no idea of that kind of familiarity.

Q Would you agree that it's billions of dollars that are generated in long distance --

MR. ADELMAN: Objection.

Q -- revenues?

MR. ADELMAN: Objection. He said he had no idea.

MR. EDENFIELD: David, if you'll let me finish the question --

MR. ADELMAN: Sure. I'm sorry.

MR. EDENFIELD: -- then your objection may be a little more to the point.

MR. ADELMAN: I'm sorry.

BY MR. EDENFIELD (Continuing):

Q Would you agree that it's at least billions of dollars in revenue generated through interLATA services in the southeast United States?

A I have no reason --

MR. ADELMAN: Objection. He said he had no idea.

BY MR. EDENFIELD (Continuing):

Q You can answer the question.

MR. ADELMAN: If you have an idea.

THE WITNESS: I have no reason to believe you'd mischaracterize it.

BY MR. EDENFIELD (Continuing):

Q Okay. Do you have any reason to believe that the Commission would allow or grant its approval to BellSouth to enter the interLATA market unless we're providing service at parity? And by Commission I'm referring to the Florida Public Service Commission.

A To the extent that it can determine that or it knows that, I believe that's a fair characterization.

Q Okay. All right. Let's talk ISP for a few minutes. Florida is not the first state where DeltaCom has had its arbitration?

A That's correct.

Q The first state which arbitrated was South Carolina?

MR. ADELMAN: I want to object just, again, vague and ambiguous. When you say arbitration, are you talking about hearings? Are you talking about

filing petitions?

MR. EDENFIELD: I'm talking about a filed petition for an arbitration on the issues that we're addressing here today.

MR. ADELMAN: So it --

MR. EDENFIELD: On the DeltaCom's trying to come up with a new -- and BellSouth trying to come up with a new interconnection agreement under which they will do business.

THE WITNESS: They were all filed simultaneously.

BY MR. EDENFIELD (Continuing):

Q Okay. And one was filed in South Carolina?

A That is correct.

Q And that one has already gone to hearing?

A That is correct.

Q And a decision has been rendered on that hearing?

A That is correct.

Q Okay. Let's talk ISP. What did South Carolina decide as to DeltaCom's claims for ISP, reciprocal compensation for ISP?

A Essentially they rejected our request. I haven't read the specifics, so --

Q Okay. Do you know whether -- Have you read it

at all?

A Not the whole order, no.

Q Have you read the reciprocal compensation provisions of that order?

A I read it once very quickly, and I really don't remember the exact words in it.

Q In your testimony on Page -- direct testimony, I'm sorry, on Page 23, looking specifically -- I'm sorry. Tell me when you get there.

A I'm on Page 23.

Q Two separate parts of Page 23, one at Lines 4 through 7, and the other is Lines 22 and 23.

A Okay.

Q And let me just kind of sum it up, at least the way I'm reading it, that the way BellSouth proposes to handle reciprocal compensation for ISP traffic denies DeltaCom the ability to cover its costs incurred in transporting that traffic. Is that a fair assessment of what you're getting at?

A Yes.

Q What are DeltaCom's costs in transporting or, in your words, terminating ISP traffic?

A Our cost would be the cost we incur for transporting and the end-office and tandem switching functions that we provide to BellSouth.

Q All right. Let's talk about costs for transporting the traffic. Tell me generally the categories of cost that DeltaCom incurs when transporting ISP traffic.

A The categories? We have not done a cost study, so we have not categorized cost, but it is the --

Q Do you have any idea what costs are involved in the transportation of traffic on DeltaCom's network, of ISP traffic?

A At this point in time, I guess it would be best to say, no, I don't have any idea of those costs.

Q Do you know what the amount of the costs are?

A No, I do not.

Q Okay. How about for the end-office or tandem switching functions, what are the general categories of costs DeltaCom incurs in that function?

A Again, we have not yet done a cost study, so we have not broken these out into categories.

Q And it's safe to assume you would have the same answer, that you do not know what those costs are as you sit here today?

A Not as of yet.

Q Are you in the process of doing a cost study?

A We are not today. We are considering it.

Q Considering doing one in the future, I take it?

A That is correct.

Q Okay. Any idea of when you might consider -- That's not going to make sense when it comes out.

Have you given some thought as to when you might do the cost study, the year 2000, beyond that?

A No, I have not. We have simply been internally discussing whether or not it's getting to be time for us to do this.

Q Okay. Does DeltaCom have switches in Florida?

A Yes, it does.

Q Are those -- let me back up for a second. What is the LERG?

A The local exchange routing guide.

Q Okay. What is that exactly? And we'll try it in laymen's terms.

A I don't know.

Q Are DeltaCom switches defined in the LERG as tandem switches?

A I do not know.

Q Do you know whether the switches that DeltaCom has in Florida are performing tandem switching functions?

A To the best of my knowledge, yes, they are.

Q Okay. Do those switches also perform end-office functions?

A Yes, they do.

Q Would you classify them in one ball park or the other? In other words, would you classify them as end-office switches or tandem switches, if that's possible?

A No, we look at them as multi-function switches.

Q How many end-user customers does DeltaCom have in Florida?

A You know, I forgot to bring that with me. I don't know the answer.

Q Does Delta --

MR. ADELMAN: Just if I could, I believe it may have been produced in response to discovery. I'm not sure if it has been in this state.

MR. EDENFIELD: Let's go off for a second.

(DISCUSSION OFF THE RECORD)

BY MR. EDENFIELD (Continuing):

Q Does DeltaCom serve ISP customers, I guess, in the State of Florida?

A Yes.

Q How many?

A We consider that proprietary, and I'm not sure how we want to --

MR. ADELMAN: Well, that's -- let's do this on the record. It's my understanding that BellSouth filed a motion to compel discovery that relates, in

part, to this issue. We have not been served, but we have worked out an agreement to provide some information under seal through discovery. So I don't know if the witness knows the answer to the question here today. If he does, he can provide it, but we do need to follow whatever process there is in the State of Florida with regard to trade-secret protected information. I'm not sure if any of the BellSouth people here have signed the protective order or not. I know that Mr. Alexander has. I don't think I've seen Mr. Goggin.

MR. GOGGIN: Yeah. I think we're in the same situation. Mr. Alexander may be the only person who signed on our behalf, and I believe that there was an in-house attorney on your side that has signed the agreement in Florida.

MR. ADELMAN: So I guess -- you know, I mean I'm, of course -- I don't need to sign the agreement with regard to this information. This is my client's information.

MR. GOGGIN: Correct, but with regard to the information that we have already produced, we've only received a signature from one person on your side.

MR. ADELMAN: Understood. So I guess I would

request that perhaps staff counsel could provide us some guidance as to how to answer this question. We are, we are -- We would be glad to provide the answer if it was just Mr. Alexander here. He has signed the protective order.

MS. CALDWELL: My question is: Is the information contained in the documents you're going to provide through discovery?

MR. ADELMAN: Yeah. The question was how many ISP customers?

MR. EDENFIELD: Yeah, there are a number of interrogatories that we had sent, and I'm just kind of going through those because I knew at the time they had been objected to, and we had been able to compromise and work it out. And that's what I'm asking, and they may be absolutely proprietary information. I'm not contending that it's not, but it was coming to me via these interrogatories.

MR. ADELMAN: So we will provide answers to the same interrogatories that we've provided answers to in the State of Louisiana, as that was worked out there. I'm very highly confident that this -- the last question you asked is covered. I don't know what you've got coming, so --

MR. EDENFIELD: Well, why don't we do it this

way. Let me just kind of ask my questions, and if, Mr. Rozycki, you should know -- I assume you would know pretty well whether what I'm asking is proprietary or not. Tell me if it's proprietary, and if it's proprietary and there is no objection to it, then I would just ask that you provide the information to me as part of the discovery response. Then we'll deal with it when we get to the hearing as to, you know, the appropriate method for such information.

MR. ADELMAN: Well, how about -- With one exception I agree. Let me make the objection that it's covered by --

MR. EDENFIELD: That's fine. What I didn't want was Mr. Rozycki to hesitate to tell me. I didn't want him to answer the question only to find out then that it's proprietary.

MR. ADELMAN: Understood.

MR. EDENFIELD: If it's proprietary -- I don't want you to answer it if it's proprietary; and, you know, once it's out, it's out. So just kind of a fair warning not to do it.

MR. ADELMAN: Okay.

BY MR. EDENFIELD (Continuing):

Q Mr. Rozycki, what is the total number of access

lines that DeltaCom has in Florida?

MR. ADELMAN: Objection, that calls for confidential information.

MR. EDENFIELD: I mean I understand you're making the objection.

BY MR. EDENFIELD (Continuing):

Q Is that something that DeltaCom considers to be proprietary, the total number of access lines?

A Yes, it is.

Q Okay. What percentage of your access lines are used to serve ISP?

MR. ADELMAN: Same objection.

MR. EDENFIELD: As a percentage?

MR. ADELMAN: Yes.

MR. EDENFIELD: I don't know the total?

THE WITNESS: Well, I can answer this. I wouldn't know the answer.

BY MR. EDENFIELD (Continuing):

Q Okay. What percentage of DeltaCom's total revenues for the State of Florida are derived from providing service to ISPs?

MR. ADELMAN: Same objection.

BY MR. EDENFIELD (Continuing):

Q Again, is that something that DeltaCom considers proprietary, the percentage of the revenues?

A Absolutely. Beyond that, I don't think I'd know the answer.

Q Who would know the answer to that?

A I'm not -- Who is presenting testimony in this proceeding or who within our company?

Q Hopefully somebody in this proceeding. But who at DeltaCom --

A Nobody in this proceeding. That would be the province of the sales organization. The CEO probably knows.

Q Who is the CEO of DeltaCom?

A Drew Walker.

Q And he's in northern Alabama, I assume?

A Absolutely not.

Q I thought that's where everybody was with DeltaCom?

A The headquarters of this company is West Point, Georgia, where you will find the CEO.

MR. EDENFIELD: Do you have a copy of our interrogatories to DeltaCom?

MR. ADELMAN: I might. I think there were two sets.

MR. EDENFIELD: I think I can speed this up just a tad.

MR. ADELMAN: Tell me when they were filed and

what exactly they were called.

MR. EDENFIELD: That's a good question. You responded on 9/27.

MR. ADELMAN: This is the first set of interrogatories?

MR. EDENFIELD: Yes.

MR. ADELMAN: And we want to talk -- you want him to refer to responses?

MR. EDENFIELD: Actually, he can just refer to the questions. Either way you want to do it, and then you can tell me whether he can respond. It would be quicker to do it that way.

MR. ADELMAN: Okay. I'm handing him ITC^DeltaCom's responses and objections to BellSouth Telecommunications' first set of interrogatories. Is that the right document?

MR. EDENFIELD: That is the correct document. Thank you, Mr. Adelman.

BY MR. EDENFIELD (Continuing):

Q Mr. Rozycki, look at Interrogatory Number 25, which I believe you will find on Page 11.

A I'm there.

Q Do you know the answers to any of those questions? First, do you know? And then we'll figure out whether -- if you do know, whether it's proprietary.

MR. ADELMAN: It refers back to Number 22, so I guess you're asking about two questions.

THE WITNESS: Right here.

MR. ADELMAN: Okay.

THE WITNESS: A., Total amount billed by ITC^DeltaCom to ISP customers, I do not know.

BY MR. EDENFIELD (Continuing):

Q Okay.

A The amounts of any credits, rebates, I don't know that. My understanding is none. The total amount of revenue collected from such customers, I don't know that either.

Q How many switches does DeltaCom have in the State of Florida, still one?

A At least one. There may be two. More on the way.

Q Where are those switches -- or switch or switches if there's more than one?

A I think there's one in Ocala, and I'm not sure if the second one is up yet.

Q Is it a work in progress? In other words, have you got a location where the next switch is going in and it's just not up and running?

A I don't recall. I don't have that. I mean I'd have to look at our network map to recall where they are.

MR. ADELMAN: I would -- just for the record, Mr. Hyde is the network witness.

MR. EDENFIELD: Okay. As you can tell, I've kind of been in and out of these things, and I apologize if I cover something that Mr. Hyde or one of the other DeltaCom witnesses has. Just slap me around and keep me straight.

MR. ADELMAN: No, that's okay.

MR. EDENFIELD: Since my wife's not here, somebody else needs to.

MR. ADELMAN: You don't need a negative incentive to keep you straight.

MR. EDENFIELD: Oh, yes, I do.

BY MR. EDENFIELD (Continuing):

Q Does DeltaCom currently provide service to residential customers in the State of Florida?

A Yes, we do.

Q How many?

A I do not know.

Q Where do they provide that service generally, northern, middle, southern?

A I would say today generally northern, but we are intending to roll out service throughout the state as we develop our network. So it will be available statewide to customers in the local service areas of

BellSouth, GTE, and Sprint, and beyond possibly.

Q Good. And this is residential service we're talking about?

A Yes.

Q Okay. Does DeltaCom know the NXXs of its ISP customers in the State of Florida?

A DeltaCom does. I don't.

Q You do have -- DeltaCom does have that information, to your knowledge?

A I'm sure it has to be somewhere, yes.

Q Would DeltaCom have the information to be able to provide the telephone numbers being called by BellSouth's end users when they're calling ISPs that are customers of DeltaCom?

A I don't understand the question.

Q What I'm trying to figure out is from a billing standpoint. Does DeltaCom have the information available to determine the telephone numbers of its ISP customers, that those customers are using to provide Internet access?

MR. ADELMAN: Is the question do we know the telephone numbers of our own customers?

MR. EDENFIELD: Yes.

THE WITNESS: Of course. Yes.

BY MR. EDENFIELD (Continuing):

Q Okay. Has DeltaCom to date attempted to provide a list of those numbers that it has for its ISP customers to assist with -- how do you say this -- breaking out ISP bills?

A Why would I want to do that? No.

Q Okay. So you have not attempted to do that?

A No, and we don't intend to do that.

Q But the information is available?

A It's available to us, and it's proprietary.

Q Okay. You have it though. To your knowledge, has BellSouth paid reciprocal compensation for ISP traffic to DeltaCom?

MR. ADELMAN: Objection. This was asked by staff and answered. He can answer it again if he likes.

THE WITNESS: Again, I'll try to explain. We send BellSouth bills --

BY MR. EDENFIELD (Continuing):

Q Go yes or no first, and then explain to your heart's contents.

A Then reask the question. I'm not sure I --

Q Oh, my God. Be careful what you ask for. Has BellSouth paid reciprocal comp for ISP traffic to DeltaCom?

A I can't answer that question because of the way

BellSouth pays its bills.

Q Okay. Has BellSouth billed DeltaCom for ISP traffic?

A I don't know.

Q Does DeltaCom consider traffic bound for ISPs to be interstate traffic?

MR. ADELMAN: Mr. Edenfield, did you say -- just to be sure, did you say inter or intra?

MR. EDENFIELD: Interstate.

THE WITNESS: I guess the answer is we consider it today to be interstate because the FCC has determined it to be so.

MR. EDENFIELD: Okay. That's all I have. Thank you.

EXAMINATION

BY MR. ADELMAN:

Q Briefly, Mr. Rozycki, do you recall Mr. Edenfield asked you questions about a cost study associated with the cost of terminating traffic, BellSouth traffic on ITC^DeltaCom's network? Do you remember that?

A Yes.

Q And he asked you about whether ITC^DeltaCom had prepared a cost study. Do you remember that?

A Yes, I do remember.

Q Now the contract -- There was an interconnection agreement -- Do you know whether there was an interconnection agreement approved by this Commission in 1997 between these two companies?

A Yes, I do.

Q And who, to your knowledge, filed that interconnection agreement and asked that it be approved?

A To the best of my knowledge, BellSouth filed it and requested its approval.

Q Do you know whether BellSouth represented to this Commission that that interconnection agreement was compliant with the Telecommunications Act?

A Yes, I do; and, yes, they did represent that.

Q And included in that contract -- and that contract was ultimately approved by the Florida Commission, do you know?

A That is correct.

Q And that governed the operations between these companies in Florida for a two-year period ending in what, March of '99?

A Ending June 30th of 1999, yes.

Q And did that contract include a rate for terminating BellSouth traffic on ITC^DeltaCom's network and vice versa, ITC^DeltaCom's traffic on BellSouth's network?

A Yes, that reciprocal compensation rate was in the contract and was established at point nine cents per minute.

Q And to your knowledge, was there any sort of cost study provided in support of that rate?

A No, there was no cost study. This was purely a negotiated rate and, quite frankly, one that BellSouth had negotiated with a number of CLECs in addition to ITC^DeltaCom.

Q Okay. And is it your understanding that ITC^DeltaCom is seeking just to continue that type of arrangement for the next two years?

A Yes, that's what we would prefer to do at this point in time.

Q Now do you have an opinion as to what the Commission should do with regard to setting that rate in the absence of either party presenting a cost study?

A In the -- I guess I need to answer yes. Yes.

Q Okay. Will you provide your opinion, please?

A Yes. In the absence of either party providing cost studies, I think the model is that the rate should be negotiated between the parties, which is what we did in the first contract. Beyond that, the FCC has laid out, I think, some fairly explicit rules that govern how reciprocal compensation should be priced and whether it

should be done so in a balanced -- I'm lost for the word -- balanced fashion or in a different fashion.

Q So in your -- do you know whether the FCC has stated that where there is no cost study it should be symmetrical?

A Where there is -- Yes. Where there is no cost study available from the CLEC, the FCC has indicated that the parties shall use the cost studies provided by the incumbent and that the rate shall be symmetrical.

Q And would you accept such treatment in this case?

A Yes, we would.

Q Thank you.

MR. ADELMAN: I have no further questions and ask that he be excused.

MR. EDENFIELD: Wait a minute. I have something now on redirect.

EXAMINATION

BY MR. EDENFIELD (Continuing):

Q The FCC rule that you just referred to?

A Yes.

Q Where is that?

A It's in the Code of Federal Regulations, CFR 51.711, I think.

Q Does Code of Federal Regulation 51.711, does it

apply to nonlocal traffic?

A It applies to local traffic, and the -- to complete the answer here, the FCC in its recent ruling on reciprocal compensation indicated that states could apply reciprocal compensation to interstate or ISP-bound traffic.

Q They could apply reciprocal compensation or some other mechanism or choose not to do it at all, correct?

A I don't recall the or-choose-not-to-do-it-at-all option. I do recall that it was apply reciprocal compensation or choose some other mechanism.

Q Do you agree that the Code of Federal Regulation Rule 51.711 does not apply to interstate traffic?

MR. ADELMAN: Are you saying -- are you trying to characterize his previous testimony, or are you asking him a new question?

MR. EDENFIELD: You mentioned about the rule. I'm just trying to figure out where the rule --

THE WITNESS: It applies specifically to reciprocal compensation.

BY MR. EDENFIELD (Continuing):

Q Rule 51.711?

A That's my understanding, yes.

Q All right. The question is: Does it apply to interstate traffic?

A I don't know.

Q Okay. You had talked about, just in response to a question from Mr. Adelman, about the mechanism by which the Commission should apply reciprocal compensation going forward. Do you agree that the Commission can implement bill and keep if it chose?

A I honestly do not know.

Q Okay. Fair enough.

MR. EDENFIELD: That's it. Thank you.

MR. ADELMAN: No further questions.

MS. CALDWELL: All right. Thank you. The witness may be excused.

(WHEREUPON, THE DEPOSITION WAS CONCLUDED)

* * *

ERRATA SHEET

STATE OF FLORIDA)
: CERTIFICATE OF OATH
COUNTY OF LEON)

I, the undersigned authority, certify that CHRISTOPHER ROZYCKI personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 16th day of October, 1999.

Nancy S. Metzke

NANCY S. METZKE
Notary Public - State of Florida

Nancy S. Metzke
MY COMMISSION # CC677518 EXPIRES
September 13, 2001
BONDED THRU TROY FAIN INSURANCE INC

CERTIFICATE OF DEPONENT

This is to certify that I, CHRISTOPHER ROZYCKI, have read the foregoing transcription of my testimony, Pages 1 through 47, given on October 14, 1999 in Docket Number 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the Errata Sheet attached hereto.

_____

CHRISTOPHER ROZYCKI

Sworn to and subscribed before me this
_____ day of _____, 19_____

_____
NOTARY PUBLIC
State of _____
My Commission Expires:

REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA)
COUNTY OF LEON)

I, NANCY S. METZKE, Certified Shorthand Reporter and Registered Professional Reporter, certify that I was authorized to and did stenographically report the deposition of CHRISTOPHER ROZYCKI; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 16th day of October, 1999.

Nancy S. Metzke

NANCY S. METZKE, RPR, CCR

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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of:	DOCKET NO. 990750-TP
Petition by ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.	



DEPOSITION OF:	D. DAONNE CALDWELL
TAKEN AT THE INSTANCE OF:	The Staff of the Florida Public Service Commission
PLACE:	Gerald L. Gunter Building 2540 Shumard Oak Boulevard Room 362 Tallahassee, Florida
TIME:	Commenced at 9:07 a.m. Concluded at 11:43 a.m.
DATE:	October 12, 1999
REPORTED BY:	MARY ALLEN NEEL, RPR Notary Public, State of Florida at Large

ACCURATE STENOTYPE REPORTERS, INC.
100 SALEM COURT
TALLAHASSEE, FLORIDA 32301
(850) 878-2221

BUREAU OF REPORTING
RECEIVED 10/8/99

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 6
COMPANY/ WITNESS: Staff
DATE

APPEARANCES:

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DAVID I. ADELMAN, ESQUIRE, and HAYLEY RIDDLE, ESQUIRE, Sutherland, Asbill & Brennan, 999 Peachtree Street, N.E., Atlanta, Georgia 30309, appearing on behalf of ITC^DeltaCom.

DIANA W. CALDWELL, ESQUIRE, Florida Public Service Commission, Division of Legal Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-1400, appearing on behalf of the Commission Staff.

ALSO PRESENT: JONATHAN AUDU, Commission Staff
MICHAEL BARRETT, Commission Staff
TODD BROWN, Commission Staff
VICTOR CORDIANO, Commission Staff
DAVID DOWDS, Commission Staff
CALVIN FAVORS, Commission Staff
LENNIE FULWOOD, Commission Staff
CAYCE HINTON, Commission Staff
BRIAN MUSSELLWHITE, ITC^DeltaCom
SUE OLILLA, Commission Staff
MARY ROSE SIRIANNI, BellSouth

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Reporter's Note: No exhibits marked or identified.

S T I P U L A T I O N S

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

MS. CALDWELL: Okay. We'll go ahead and start this deposition. Let's take appearances, please.

MR. ALEXANDER: Good morning. Tom Alexander and Michael Goggin for BellSouth.

MR. ADELMAN: David Adelman and Hayley Riddle for ITC^DeltaCom.

MS. CALDWELL: I'm Diana Caldwell for the Florida Public Service Commission.

And do we all agree to the usual stipulations for this deposition?

MR. ADELMAN: Yes.

Thereupon,

D. DAONNE CALDWELL

appeared as a witness and, after being duly sworn by the court reporter, testified as follows:

EXAMINATION

BY MS. CALDWELL:

Q Good morning, Ms. Caldwell. I'm Diana Caldwell with --

A Good morning.

Q -- the Florida Public Service Commission. And I'm going to ask you some questions this morning for the deposition. We're here to take a deposition for Docket No. 990750, which is the petition by

ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom, for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications.

I'm going to be asking you questions, and if you don't understand a question, please let me know, and I'll try and restate it. And if you would, preface your answers with a yes or no answer first and then give me an explanation.

Would you please for the record state your name?

A My name is Doris Daonne Caldwell.

Q And who is your employer?

A BellSouth Telecommunications, Inc.

Q And what's your position with BellSouth?

A I'm a Director in the Finance Department.

Q And as a Director of the Finance Department, what does that position entail?

A My position involves the overall reviewing of the cost methodology that's used in our cost studies, and I'm also the cost witness.

Q And on whose behalf are you testifying in this proceeding?

A BellSouth.

Q And could you give me the overall purpose

of your testimony today?

A The basic purpose of my testimony was to introduce into this docket cost studies for particular UNEs that DeltaCom had requested for which the Commission had not already established rates. In particular, it was the SL1 and SL2 loops and the associated elements with them.

Q And have you filed prefiled testimony in this docket?

A Yes, I have.

Q And did you also file exhibits?

A Yes, I did.

Q And did you bring copies of the testimony and rebuttal that was filed?

A Yes.

Q And did you also bring copies of the exhibits that you filed?

A Yes. I have Exhibit DDC-1. I have all of it, except I did not bring all the loop samples. But I believe one of our lawyers have that if necessary.

Q And did you also bring copies of all the work papers or other materials you used in preparation of any of the responses to Staff's discovery requests?

A Yes.

Q Do you also have copies of other testimony

with you? Particularly I want to ask you some questions about Mr. Hyde's rebuttal testimony.

A Yes, we have that.

MS. CALDWELL: Going off the record.

(Discussion off the record.)

BY MS. CALDWELL:

Q On Mr. Hyde's rebuttal testimony, if you'll turn to page 8, beginning on line 4, Witness Hyde states that the nonrecurring charge for ADSL should be the nonrecurring charge for an equivalent voice grade loop plus an incremental cost for checking to see if the loop will meet the ADSL criteria.

He goes on to state that BellSouth does not provide any conditioning or any additional work of any type beyond that necessary for an equivalent voice grade UNE loop, and on the ADSL loop, as part of the basic ADSL loop NRC, any conditioning performed by BellSouth to make a loop ADSL compatible is charged separately under special construction charges. These special construction charges are usually for removing any load coils and bridged taps from the loop.

Does BellSouth provide any conditioning or additional work of any type beyond that necessary for equivalent voice grade UNE loops?

A Yes, we do. Let me just go through the

different items, if I may.

Q Okay.

A First of all, let's talk about the loop conditioning. I agree with his statement in terms of the ADSL UNE. It does not include loop conditioning. That is charged under special construction.

However, the additional work that we do is the work that's associated with determining whether or not the loop we are providing as an ADSL compatible loop meets all the transmission requirements necessary to support ADSL.

That loop is, first of all, going to be a designed loop, and by that I mean we are going to look at all the transmission and physical makeup of that loop, provide to the CLEC a complete makeup of the DLR, which is the design layout record, that includes the physical makeup all the way from the central office to the customer's premises. It includes the gauge of cable, how long each particular section is, a complete physical makeup of that loop.

And we also dispatch on that loop for the purpose of testing. We guarantee when we turn over an ADSL compatible loop that it meets all the transmission requirements that we have promised to the CLEC, and that is over and above anything we would do

on either the UNE loop or any voice grade loop that BellSouth offers in its retail environment.

Q Okay. What kind of cross-reference -- could you please cross-reference your cost study to show us where the conditioning or additional work is performed, and then where the cost is developed?

A In DDC-1, which is the cost study that we filed in this docket, you will not find the ADSL. We did not refile the ADSL study. So we need to look at the original cost study that BellSouth filed in --

Q 960833?

A That's correct. And I have a page from that, and maybe I could give you that as a reference. It's the only one I have with me.

All right. This is associated with -- the rate element in that particular docket was A.6.1. It's called the two-wire ADSL compatible loop. The nonrecurring cost summary was on Bates stamp 001657.

And if you look in the backup, you will find on page 001658 a list of each one of the work centers and then the amount of work that's involved there.

And then on page 526, you will see a more detailed makeup of the activities that would be included. For instance, on line 29 of page 526 is

where we talk about the SSIM technician under connect and test. That would be the individual that tests the circuit end to end with the central office. And the work times involved are included under "Install, work times, first."

Q Okay. Are standards prior to ADSL turn-up BellSouth or ALEC specific?

A I don't believe in terms of BellSouth specific. We have technical specifications that our network engineers use as to what the loss of the loop should be, those type requirements that are included in our offering.

Q And what is the source of these technical specifications? Is it internal? Is it external?

A I believe it's external. But I believe Mr. Milner, who is a witness in this docket, could probably give you a little bit more information on the technical references and whether or not they are -- normally they're not regional. Normally they're like nationwide standards.

Q Is Witness Hyde correct in his statement that any conditioning performed by BellSouth is charged for separately under special construction charges?

A In terms of the loop conditioning, yes.

Q And would you explain why conditioning is charged under special construction charges rather than included in the nonrecurring charge?

A Basically, it was felt that if you look at any individual loop, some of them you would have to remove load coils, and others you may need to remove bridged tap. Different things would be required on each individual loop. So rather than developing an average across all loops, because in some loops you may not even have to loop condition -- I mean, there would be no additional work. It would already be compatible. So in that particular case, we left that as more or less an individual case basis on each particular loop.

Q Once a loop is conditioned, does it have to be conditioned again?

A Not for ADSL.

Q Is Witness Hyde correct when he says that special construction charges are usually for removing any load coils and bridged taps from the loop?

A Yes. That's predominantly what it would be associated with.

Q And approximately what percentage of xDSL compatible loops has BellSouth needed to condition?

A I can't answer that. I don't know.

Q All right. Now we're going to turn to your direct testimony.

A Okay.

Q And specifically page 13, lines 13 through 23. There you discuss BellSouth's loop modeling technique which was previously accepted by this Commission. Is this correct?

A Yes.

Q Also in this section, you state that this Commission also accepted BellSouth's recasting of loops to a forward-looking design. Is this correct?

A Yes.

Q Finally, you state that the loop sample modeling technique and sample data are used in this arbitration. Is this correct?

A Correct.

Q Does BellSouth's forward-looking design include load coils and bridged taps?

A It includes bridged taps. It does not include load coils.

Q Could you explain why it includes bridged taps?

A If I am going to build a network that is predominantly a voice grade network for SL1 type offerings or POTS type offerings, there is a certain

amount of bridged tap that is permissible in the network, and it will still support a voice grade POTS line. So that's predominantly what we were building with our loop sample, was that type of a network, so we included the bridged tap that would be provided in the network.

Q And why would you not include load coils?

A Because load coils -- going forward, we used carrier serving areas, which is our digital loop carrier environment, and in that particular environment you do not need load coils. The designs are restricted so that no loop is of a length that it would require a load coil. If it is, we have redesigned it to digital loop carrier.

Q Does the cost BellSouth developed for xDSL compatible loops assume that there are no bridged taps and load coils?

A I'll have to double-check back on the ADSL. I believe that there is a small amount of bridged tap, as long as it doesn't exceed a certain length requirement, that can be included on that loop. It would be in the original cost study filing in the narrative under ADSL if it was included, but I just don't remember the details right now.

Q Is it true for both recurring -- so would

this be true for both recurring and nonrecurring costs?

A Yes.

Q I'm sorry about this, but we're going to now return back to Witness Hyde's rebuttal testimony on page 8.

A Okay.

Q On page 8, lines 16 through 19, he states that ADSL is an overlay service placed on voice grade facilities. Whether BellSouth places ADSL on an existing exchange service or an ALEC provides ADSL on an ADSL compatible UNE loop, when BellSouth sells an xDSL compatible loop to an ALEC, is it an overlay service?

A No in response to what BellSouth sells. The ADSL compatible loop that BellSouth provides to the ALEC is simply a loop that we guarantee meets all the specifications so that the CLEC can place the ADSL electronics on that loop and it will work.

Q Okay. What specifications?

A It has to do with the length of the loop, the transmission loss in that loop, no load coils on the loop, and the limited amount of bridged tap we talked about.

Q Would Mr. Milner be able to answer more

specifically about the specifications?

A Yes, he could give more details on that.

Q In Mr. Hyde's rebuttal testimony on page 9, lines 5 through 7, he states that the appropriate NRC for ADSL is the NRC for an equivalent voice grade loop, plus an incremental cost for checking to see if the loop will meet the ADSL criteria. Is Mr. Hyde correct in that statement?

A No, he's not.

Q Could you explain?

A I think maybe the best way to approach this is, let's talk about what I interpret to be the equivalent voice grade loop. If you think about that, that's more or less the SL1 or SL2 loop that BellSouth is providing. The SL1 loop is like a POTS loop, and it is very similar to the loop that we use to serve our residence and simple business customers, and it has certain transmission requirements.

That loop can be purchased by an ALEC, and the ALEC can use it for whatever purpose they want. They can place ADSL equipment on it and make it available as an ADSL service. That's one of the options that they could do. The same thing would be true for the SL2. What the SL2 gives them is a little bit more information, because it is a designed

circuit. It provides them DLR, so that would be probably what they would be most interested in.

What the ADSL compatible loop does is, it gives them a guarantee that the loop that we are giving to the ALEC, that that loop meets all the specifications and requirement so that the ADSL equipment will work on it. That's why we test it in the end to be sure that it meets all of the qualifications necessary.

We also guarantee with that particular offering that it will always be ADSL compatible. That means if you go into a particular area and BellSouth may be replacing all of their customers' lines with digital loop carrier, we still will maintain that ADSL compatible loop for the ALEC. So with it, the compatible loop really gives you a lot more. And in order to guarantee that the transmission level will always be ADSL compatible, that's why you see the difference in the nonrecurring costs.

Q Still on page 9 of Mr. Hyde's rebuttal testimony, lines 9 through 22, he states that although 100% dispatch is assumed in BellSouth's nonrecurring cost study, it is unnecessary because -- and I'll paraphrase here. If a load does not have load coils or bridged taps, no dispatch is necessary. And if a

loop does have load coils and bridged taps, then special construction charges apply.

Is Mr. Hyde correct when he states that 100% dispatch is assumed in the cost study?

A Yes, that is correct. And the reason we have 100% dispatch is because we test that circuit end to end. What that means is that I have a central office technician in the CO, and I have a field technician at the end of the loop at the customer premises environment, not at the prem, but at the end of the circuit, and we test to be sure we can guarantee the transmission requirements on that line.

That's why we are dispatching. We are not removing load coils or bridged tap at this point. All we're doing is testing the loop to be sure when we give it to the ALEC, it gives them exactly what we have said it will.

Q Turning now to page 10 of Mr. Hyde's testimony, his rebuttal testimony, beginning on line 1, Witness Hyde provides several reasons why 100% dispatch for ADSL compatible loops is unnecessary. Beginning on line 9, Mr. Hyde states that since there are BellSouth ADSL customers in Florida, one of those customers -- if one of those customers were to convert his BellSouth ADSL service to ALEC provided service,

then dispatch is not necessary. Is this correct?

A I'm sorry. What was the line again?

Q Beginning on line 9. And would you like me to repeat the question?

A No. Could I just have a minute?

Q Yes.

A (Examining document.) All right. Now would you just repeat it?

Q Okay. There he states that since there are BellSouth ADSL customers in Florida, if one of those customers were to convert his BellSouth ADSL service to an ALEC provided service, then dispatch is not necessary. Is this correct?

A No, that is not correct. I think we have to look at what the ALEC would be purchasing to provision the ADSL service going forward. If they were to purchase an SL1 loop, then it would meet our standards that we are offering in the SL1 environment, which is more likely what the ADSL service was offered on to begin with. And those numbers would apply.

The significant difference is that when we offer the ADSL compatible loop, we guarantee that that loop will be ADSL compatible the minute we turn it over and that it will continue to be ADSL compatible as we go forward. That's the significant difference

between offering a true ADSL compatible loop and just simply an SL1 loop that may or may not be compatible.

Q But if BellSouth is already providing ADSL service and it's a BellSouth customer receiving the ADSL, at that point you've already established that it's ADSL and have tested it; is that correct?

A In terms of -- yes, it's compatible for ADSL offering that BellSouth has.

Now, it depends on how BellSouth is going to actually be provisioning the ADSL service. See, we provision ADSL as an overlay to the loop. The loop is not part of the ADSL service offering. In fact, it's actually purchased out of the existing general subscriber service tariffs. You purchase like a 1FR or a 1FB, and then you buy -- or you do not buy, but the enhanced service providers purchase the ADSL out of the FCC Tariff No. 1.

Now, you have this equipment that is actually out there that BellSouth is placing on that loop to provide ADSL service over that particular loop, and we know that today it's actually working. Now, whether or not it meets all of the transmission requirements that we guarantee to give to the ALEC, that's why we retest it and guarantee that what we give them will work.

Q So the difference is that because you are guaranteeing to the ALEC when they take over that same loop to that customer, you do go back and retest it?

A Right. I think one thing, if I could just add this in response to that question, is that we are guaranteeing it for now, and we're guaranteeing it will remain that in the future. That's a significant component of the ADSL compatible offering.

Q Okay. And does BellSouth offer any maintenance on the ADSL loop after you've tested it? Is that part of the cost? And that may be too many questions.

A In the recurring costs, we have an ongoing maintenance for routine maintenance to be sure that that loop is operational.

Q And BellSouth provides the maintenance?

A Yes, in that particular instance.

Q Beginning on line 15, Witness Hyde asserts that conversion of some quantity of spare ADSL compatible loops already connected to NIDs would not require dispatch. Is he correct?

A No. And I think that goes back to my point that we are going to dispatch for testing purposes.

Q Okay. On page 11 of Mr. Hyde's rebuttal testimony, lines 1 through 12, Witness Hyde states,

and I'm going to paraphrase here, that the nonrecurring charge for ADSL service in BellSouth's SEC tariffs is -- and I think he may have $100, but he in fact revised that yesterday to be $50.

MR. ADELMAN: If I could, just so the record is clear, that was revised because of information that was obtained through the discovery process.

MS. CALDWELL: Okay.

BY MS. CALDWELL:

Q So it's $50 and contains costs for at least two functions. He says that the majority of the costs are associated with installation of the central office ADSL equipment and connection of that equipment with transport permanent virtual circuits or PVCs. He asserts that only a very small portion of the costs are to verify through loop records that the loop is without bridged taps and load coils, and that it is a small amount -- this small amount which should be added to the nonrecurring costs of a voice grade loop. Do you agree with that statement?

A Partially. And let me explain.

Q Okay.

A All right. BellSouth has two ADSL service offerings in the FCC Tariff No. 1, and those offerings

are -- you can think of them as your low capacity and your high capacity. The $50, to the best of my recollection, is associated with the lower capacity offering. And there is -- the rate is somewhere around -- I'll have to double-check, but I think it's about 300 for the high capacity offering. So there are differences based on the type circuit you're actually going to be providing with ADSL.

There are -- I think the best way for me to answer it is the assumptions that went into the cost study, and maybe that will get to the issue here.

When we look at the low capacity offering, what BellSouth was providing and what was assumed in the cost study is that the enhanced service providers that would be purchasing the ADSL service from BellSouth to be provided to their end users, they would have access to information that would tell them in a very simplistic term whether or not a loop was ADSL compatible. It doesn't guarantee anything. It's at a point in time, and it says -- mainly it answers two questions. It -- well, it answers yes or no.

And what it looks at is whether or not the circuit has a certain length specified with it, and the other information is whether or not it's on digital loop carrier. If it's on digital loop

carrier, it's not going to work.

So based on those two items, it gives the individual buying the ADSL service offering enough information to see whether or not they are going to proceed with providing service to that customer. It doesn't guarantee them that when they try to sell you, an end user, an ADSL line, that it's going to work. And in fact, if BellSouth finds out that we're going to have to remove load coils and do conditioning and things of that type, then we will charge for that as a separate item. And that's how the low circuit is calculated.

Now, in terms of the high cap, what we had determined was -- that was a later offering, so we included in that particular item a cost of -- it was a little less than $100, and that would be associated with going ahead and conditioning the loop. So with the high cap offering, they do get some additional information.

I think the significance here is that we do not guarantee, when they think that circuit will be capable, that it is. That's the significant difference.

Q Still on page 11 of Witness Hyde's rebuttal testimony, on lines 20 through 22, Witness Hyde

asserts that within BellSouth's nonrecurring cost study for ADSL compatible loops, there are inappropriate digital loop carrier costs. Is he correct?

A Pardon me. What line was that again?

Q Lines 20 through 22 on page 11.

A Okay. Repeat your question, please.

Q Here he's asserting that within BellSouth's nonrecurring cost study for ADSL compatible loops, there are inappropriate digital loop carrier costs. Is he correct?

A No. There are no digital loop carrier costs associated with the nonrecurring.

Q On page 12 of his rebuttal testimony, lines 8 through 11, Witness Hyde describes how he modified BellSouth's nonrecurring cost inputs. He first states that he reduced the additional loop work times to reflect efficiencies of multiple loops on a single order. Did BellSouth's study incorporate any efficiencies gained through ordering more than one loop?

A Let me look back at those numbers one more time.

For the SL1 loop, we recognized that the travel time for the additional would not be included,

that you would only need travel for the first. We did recognize that.

In terms of the other work time, the subject matter experts that provided this information did not see a difference between the first and additional. In other words, they felt that the amount of time necessary to perform the activities would be the same on the first as well as the additional.

Q Now, that was just on the SL1 loop. Does it make a difference on the SL2?

A I know the travel time does. Give me just one moment, please.

MR. ALEXANDER: Just for the record, she was looking at Bates stamp -- it looks like 000050 on that exhibit.

THE WITNESS: And then on the SL2, that's on Bates stamp page 58.

Yes, that answer would hold true for the installation time. There is no additional travel.

BY MS. CALDWELL:

Q Going back to your answer to the high and low capacity ADSLs, are there any maintenance -- any differences in the maintenance practices between the high and the low capacity ADSLs?

A Not that I'm aware of. In terms of the cost and the way we calculate the maintenance, we calculate it by the same method, which is the use of our maintenance or plant specific factor.

Q Okay. Now still on page 12 of Mr. Hyde's rebuttal testimony, looking at lines 12 through 20, Witness Hyde asserts that ADSL costs in BellSouth's study are overstated, because the SL2 NRC includes incremental costs associated with subscriber line carrier that will not be included in any ADSL loop. Can you respond to this assertion?

A I'm sorry. What was that line again?

Q Lines 12 through 20. And I sort of paraphrased it, where he's saying that ADSL costs in BellSouth's study are overstated because the SL2 NRC includes incremental costs associated with subscriber line carrier that will not be included in any ADSL loop. And my question would be, how would you respond to that assertion?

A No. I mean, subscriber line carrier, the only thing that I can think that he means with that is your digital loop carrier. That's another term for it. And the ADSL -- give me just a minute. I'm sorry.

Q Okay.

A Okay. Now I see his point. No, I don't agree with it. The ADSL compatible line does not include digital loop carrier, and the SL2 possibly could, because it's basically what we would design. However, the nonrecurring doesn't include any additional cost because it's on digital loop carrier.

Q Does the recurring?

A The recurring for the SL2 includes digital loop carrier, yes.

Q On page 12, lines 19 through 20, Witness Hyde states that the disconnect cost for xDSL would be the same as voice grade loops. Is he correct in that statement?

A No. There are going to be some differences. I don't have all of the disconnect work times, I don't think, on the ADSL. If I could have just a moment.

Q Sure.

A For comparison of the ADSL and the SL2, you can look at page 69 in DDC-1. That is the sheet that has all the inputs for the nonrecurring cost study for the SL2. It has both the installation and disconnect work times on that. On that one you can see that the majority of the time is associated with the actual removal of the circuit from the collocation site.

That's predominantly what's included in that.

If you look at the ADSL, that would be my earlier reference on page 526 in that original study. You will see that there is additional disconnect time associated with some work that would have to be done. Again, you have removing the circuit from the collocation site, but there's also some coordination because of the way this particular circuit is maintained in the records.

I cannot give a great deal of information on these items. However, in that original cost docket, Mr. Eno Landry filed testimony to support these work times as being appropriate.

Q Are you familiar with Mr. Hyde's rebuttal exhibits, particularly TAH-4?

A Yes.

Q And you've got a copy before you?

A Yes.

Q On the first page of TAH-4, and the name of it is Nonrecurring Cost Development for SL1 Loops, Witness Hyde has halved the additional work times for AFIG, outside plant engineering, and connect and turn-up test, where installation and maintenance makes the cross-connect, tests the circuit, tags the circuit, and completes the order. How do you respond

to cutting the work times in half?

A To me, that was just an arbitrary number that he chose to reduce the numbers by. There is no backup or support.

The numbers that I have included in the study are the numbers that were provided by the subject matter expert. Again, these are basically the same numbers that were filed associated with the SL2 in the original cost study that BellSouth did, and again, those were the type numbers that were supported by Mr. Landry.

Q When you're saying SL2, does that mean xDSL?

A No. SL2 is the Service Level 2. It is a designed circuit, but it does not meet all of the specifications for a compatible loop.

Q Was SL2 filed in the 960833?

A 960833. I get confused about those dockets, because there were several arbitrations. The original -- there was an original cost study filed for a single loop in Florida. We did not have a breakdown of SL1 and SL2. We only filed one loop. And it was at the beginning of the arbitration, so I don't think it was refiled in the ones where the ADSL was filed, which was a later part of that docket. And the loop

that was presented to the Florida Commission and the loop for which the Commission established a rate was very similar to the SL2. And the reason I say that is because it was a designed loop. It had the DLR. It had all the specifications that the SL2 does.

Q He cut the times in half, and from your answer, I gather that's not enough time. But would you agree with any cutting of the time?

A No, I would not, because these numbers were provided by the subject matter experts that actually performed these activities.

Q On the third page of TAH-4, Witness Hyde halved the additional work times for the same activities. Would your response to these work time cuts be the same for the work time cuts for the SL1?

A Yes, same response.

Q And moving on to page 4 of TAH-4, Witness Hyde reduced the times of the Circuit Provisioning Group from .0007 hours to .0004 hours. What would be your response to that cut?

A I have no knowledge of why he even thought that could happen. I mean, what I have is the time it requires for the CPG, which is the work group we're talking about, to look at the information and determine what needs to be removed from the records,

et cetera, and that was the .0007.

Q And on the fifth page of TAH-4, Witness Hyde, according to page 12, line 20 of his rebuttal testimony, took the SL2 modified cost and added time for verifying the facilities for ADSL compatibility. Is he correct in assuming that the only additional cost increment needed in order to make an SL2 nonrecurring cost and ADSL and HDSL nonrecurring cost is to verify the facilities for ADSL compatibility?

A No. The SL2 is a specific offering which BellSouth provides to the ALEC. It is simply a designed circuit that has the ability to test, and it also provides to the customer the design layout record.

All right. ADSL compatible means much, much more. It's all the guarantees that I mentioned earlier. It includes -- we dispatch and test that circuit end to end. We research all of our records to be sure that that circuit does meet all the qualifications.

SL2, just adding some small amount of time to it to say whether or not it is compatible does not provide the necessary information that BellSouth needs to determine that that loop is truly ADSL compatible.

Q Okay. Now I would like you to turn to, if

you have it, Witness Wood's rebuttal testimony.

A Okay.

Q And are you familiar with his testimony?

A Yes.

Q Would you please turn to page 17? And we are looking at lines 12 through 17. Here Witness Wood states that the FCC explicitly rejects the notion that prices for UNEs and OSS can be based on the technology deployed in the existing network, and specifically envisions prices based on reconstruction of the network using the most efficient technology. This requirement of the FCC pricing rules is directly at odds with the assumption in BellSouth's cost studies and noted by the Commission that existing network configurations and engineering practices will be used. Would you agree with his assessment?

A No, I would not. I can answer this from the cost standpoint. In terms of explicit reviewing of the FCC rules and regulations, probably Mr. Varner is a little bit better equipped for that particular answer. But let me answer this from the cost standpoint.

In determining the OSS cost, what you are really looking at is the cost of access to the OSS systems. And by that I mean the operating systems

that BellSouth uses today to process their orders. And the unbundled network element that is defined is access to those systems.

So what we have done in BellSouth is to develop electronic interfaces that's sole purpose is to allow the CLECs to transmit preordering information and ordering information, and then our TAFI system that looks at maintenance information directly from their systems into BellSouth's systems. So the UNE that I have studied in the cost docket is the access to the OSS systems, and it is those electronic interfaces. And those are new systems built to meet the requirements in today's world, currently available technology, to allow the CLECs to process orders. And those systems are used only by the CLECs. So I feel we have met any requirements from a cost standpoint that are necessary.

Q All right. Would you please turn to page 24 and look at lines 9 through 19? In this section of his testimony, Witness Wood discusses nonrecurring costs for UNEs. He states that work cannot be included in BellSouth's cost study if BellSouth fails to demonstrate that such tasks would be undertaken by an efficient carrier on a forward-looking basis if such carrier were unconstrained by BellSouth's past

and current operations. He then goes on to say that the time assumed for the completion of such tasks must reflect the time required by an efficient carrier on a forward-looking basis, again unconstrained by BellSouth's past and current methods of operation.

So when BellSouth developed its nonrecurring cost studies, were the current processes examined to see if they were reflective of an efficient carrier on a forward-looking basis?

A Yes, in terms of the current methods that we use in deploying in particular the unbundled network element. This would be the true activities that would be necessary to provision and provide service to the CLECs.

And we try to look at this in terms of a minimum of a three-year time frame. We use that by adjusting our labor rates so that we have an additional impact to see whether or not the cost of labor is going to change. And in the activities that we looked at, if we knew of anything that was going to change in the foreseeable future, we would have included that.

Q And so you're saying that, yes, you did look, you did examine it as an efficient carrier on a forward-looking basis?

A Yes. In my mind, that would be a true statement, because we looked at how it could be efficiently done.

Q All right. And did the results of the examination alter the processes used in developing the nonrecurring costs?

A The only thing I can think that would be -- I can't remember anything specific -- would be that the individual that was providing the information knew they were looking at what they were doing, would be going forward performing. I don't know if they made any adjustments on the numbers. I can't say that.

Q Would you now turn to page 28 and review lines 16 through 19 of Mr. Wood's rebuttal testimony? And here he discusses cost studies for different kinds of extended loops that BellSouth provided to the Georgia Commission. Has BellSouth filed any cost studies for extended loops in this arbitration?

A No, they have not. And I was just trying to remember exactly which one I filed in the Georgia environment. The Commission had requested that we provide them certain platforms of offering, and we looked at only the -- to the best of my recollection, it was the -- the extended loop was the DS1 loop connected to a DS1 dedicated interoffice facility.

Q And can you explain why you did not file that study in Florida?

A I'm going to have to defer that question to Mr. Varner as to the policy. I do the cost based on the guidance of the corporation as to what would be offered in the arbitrations, and I can't expand on that.

Q Okay. Now we're going to go to your direct testimony, and specifically page 4, lines 8 through 19.

A Okay.

Q And we're looking at where you state that this Commission has already established rates for two- and four-wire ADSL and HDSL compatible loops in Order No. PSC-98-0604-FOF-TP, and has presented cost studies for the SL1 and SL2 loops.

If you now can turn to your Exhibit DDC-1, Bates stamped pages 63 and 69.

A Okay.

Q All right. It shows connect and test, and then I&M for SL1 and SSIM for SL2, makes x-connect at x-box, test circuits with CO at premise and x-box, tags circuits, and completes order. The work times for this activity for the first and each additional installation is .375 hour.

Do you have the order available that I just mentioned, the 98-0604?

A Yes.

(Discussion off the record.)

BY MS. CALDWELL:

Q Okay. Would you turn to pages 105 and 106 of the order?

A Okay.

Q And if you look at connect and turn-up test, you can see that the identical descriptions -- you see the identical descriptions, but the work times for the first and each additional installation range from 2.046 hours to -- I think we're looking at page 109 -- to 2.1127 hours.

What causes the difference in these work times between the ADSL/HDSL compatible loops and the SL1 and SL2 rates?

MR. ALEXANDER: Just to make sure, you were looking at connect and turn-up test, 2.0460, on page 105, versus connect and turn-up test of 2.1127 on page 109?

MS. CALDWELL: Yes.

A Let me be sure that I'm together here. Okay. That's looking at the two-wire ADSL compatible loop in the order. Those are the ordered work times

that were approved by the Commission.

All right. Now, I'm comparing those to the SL2, which is page 63. So if we're looking at -- really, we're comparing approximately 2.046 to .375.

I think the biggest difference there is that -- let me check one more thing. And I'm just looking at the ADSL backup that I provided that I mentioned earlier.

All right. For the SL2 in DDC-1 on page 63, the .375 assumes that BellSouth is only going to dispatch on 20% of the loops. So the work time that it would take to actually perform the activity was multiplied by 20%, so it's much less, because you only dispatch on 20% of the loops. That's the predominant difference in these numbers.

Q All right. And what about the SL1?

A Oh, excuse me. Page 63, that was the SL1 that I just talked about.

Q Okay.

A But page 69 is the SL2, and it should have the same assumption. Let me double-check.

Yes, it does. We only dispatch on 20% for SL1 and SL2. So pages 63 and 69 support that assumption.

Q Do you have BellSouth's response to Staff's

first set of interrogatories available?

A Yes.

Q And if you would turn -- I'll let you get there first.

A Okay. I think I have that.

Q Okay. Would you turn to Item No. 12?

A Okay.

Q Do you also have Bates stamp page 759 from your Exhibit DDC-1?

A Okay.

Q Does the discount factor represent the discount BellSouth receives to the material cost?

A Yes.

Q Okay. Would you also look at Interrogatory No. 6?

I'm sorry. Do you have available ITC^DeltaCom's response to Staff's set of interrogatories? And if not, we've got a copy. That might be easier.

MR. ALEXANDER: It might help. I brought two briefcases, but I don't think I brought that.

MS. CALDWELL: You want to take a little time to read the response?

MR. ALEXANDER: No. 6?

MS. CALDWELL: Right.

BY MS. CALDWELL:

Q And in particular, it says -- and I'm looking at the second paragraph. "The BellSouth loop cost model develops costs by beginning with a survey of embedded loop designs from a BellSouth historical database. This process is fundamentally flawed for two reasons. First, the use of embedded loop characteristics, even if modifications are made to remove bridged tap and add loop carrier in some instances, cannot be used to develop costs consistent with requirements of FCC Rule 51.505, which requires that the network design used in the cost study be constrained only" -- I think "by existing switching locations and precludes the use of embedded information. Second, the BellSouth methodology fails to take line density into account."

He goes on to say that because it relies on the embedded characteristics of a single loop studied in isolation, the BellSouth loop cost model ignores the primary cost driver of loops and produces results in violation of FCC Rule 51.511.

Could you respond to those comments?

A Okay. First of all, I would like to respond to one of the sentences I don't believe you

read, that line density is the most important cost driver for local loops. That leads into his last couple of sentences. I don't agree with that. The most important cost characteristic and driver is the loop length. Line density is by far not the major cost driver.

In terms of 51-505 -- I think I have that with me.

MR. ALEXANDER: I'm trying to see if I've got it.

A (Continuing) Basically, what 51.505 does is tell you to look at the cost of a forward-looking network, and it goes into detail as to the -- like the total element long-run incremental cost, that you need to use an efficient network configuration, and then goes on forward and talks about cost of capital and things of that type. So I think we're really interested in the first two issues.

In terms of what BellSouth did, it agreed with the efficient network configuration that's listed here. We looked at the existing wire centers, and we took a sample of embedded loops, but that was only a starting point. The customers are where they are, and they're going to remain where they are. And what we did is, for each one of those loops, we redesigned it

so that we would use the most efficient currently available technology to serve those particular customers.

And loop length was a big driver here, because if any loop was greater than 12,000 feet in length, we converted that to being served -- rather than on expensive copper, we converted it to digital loop carrier.

Now, we maintained some of the existing cable routes, but that should not be a problem, because those routes were placed from an efficient standpoint to begin with, and you're not going to see a big difference in trying to reroute a lot of that information. So from that standpoint, I feel that we did look at an efficient network configuration that could be used to provide service in the Florida area for any efficient carrier.

MS. CALDWELL: Okay. I think what I would like to do is take a break now. We've got some more questions. We can come back, but we'll take about a ten-minute break.

(Short recess.)

BY MS. CALDWELL:

Q Ms. Caldwell, we have some questions for you on Mr. Rozycki's rebuttal testimony. Do you have

a copy of his testimony?

MR. ALEXANDER: That's one I didn't bring. I apologize.

(Off the record briefly.)

MR. ALEXANDER: We have it. Thank you.

BY MS. CALDWELL:

Q And if you would turn to page 32, please.

A Okay.

Q And beginning on line 8, Witness Rozycki states, "Two years ago BellSouth claimed that LENS and EDI provided nondiscriminatory access, with EDI being the interface that BellSouth relied upon in its nondiscriminatory ordering interface. Now BellSouth has developed yet another nondiscriminatory interface, TAG. What's next? Constantly building OSS interfaces is extremely burdensome to a new entrant, especially when it is uncertain whether the new interface will provide nondiscriminatory access."

Does BellSouth agree that ITC^DeltaCom also encounters cost in developing compatible OSS?

A Yes, we agree that ITC^DeltaCom does incur cost for providing their interfaces to these systems.

Q What access does TAG offer ITC^DeltaCom that previous EDI and LENS programs do not?

A I'm going to have to refer that to

Mr. Pate.

MR. ALEXANDER: We have a witness that can testify about OSS functionality.

MS. CALDWELL: Okay.

MR. ALEXANDER: Ronald Pate.

BY MS. CALDWELL:

Q Does the cost of development, implementation, and use in your Exhibit DDC-4 include the cost of TAG, EDI, and LENS?

A Yes, it does.

Q And with TAG being the most current technology in BellSouth's OSS, why would cost elements of LENS and EDI be included in a forward-looking cost model?

A Because in looking at the development costs for all the OSS, we looked at the costs we have incurred from the start from a programming and a development standpoint. And those were all systems necessary to progress us to the next level, so we included those costs.

Q And those costs would not have been recovered at any other time?

A No, they have not been recovered in other places. The only place we include the cost of any of these systems, EDI, TAG, LENS, et cetera, what I'm

calling the OSS electronic interfaces, the only cost study that I include those costs in is the OSS electronic cost study that's in my DDC-4.

Q When you looked at those costs of the other systems, did you take into consideration the efficient -- or did you take into consideration efficiencies of those systems? I mean, did you cost it on an efficient, forward-looking model, or did you cost it on the current costs?

A We costed it based on what BellSouth deployed, starting with -- I believe the first date that we deployed any systems where we incurred costs was 1996, and the cost study is laid out with the cost that was spent in '96, '97, '98, and so forth, all the way through -- the time frame we're looking at is 2001.

So at any point in time when we were deploying those systems, they were the forward-looking technology. They were the current system to be deployed. And as you look at the newer systems that come on line that may replace or use some of those processes that have already been deployed, we took that into consideration. So it's like a progression from the first time we started to develop them.

Q So it would be your testimony that these

costs were forward-looking costs?

A Based upon the beginning of the OSS electronic interface development, yes.

Q Are you looking at the cost -- you said it started in 1996. If we're looking at costs for today, why are you going back to 1996 in developing these costs?

A Because my understanding is that we are allowed to recover all the costs of the development of the systems starting from the beginning when we started developing these systems. And the costs are laid out with two components. One is the development that includes by time frame all the development costs, and then the other one is the ongoing cost, which would be the cost of maintaining and depreciating the equipment, and so forth, going forward.

Q And you say that you're allowed to recover. What's the authority that you're relying on that you're allowed to recover the developmental costs? Do you know that?

A No, but Mr. Varner would know that.

Q Would you agree that the cost model may have some elements that are not forward-looking?

A Are we just talking about the OSS costs?

Q Yes.

A Forward-looking in terms of if you look from today, I would agree. But in terms of development, those were costs that were necessary to get us where we are today.

Q Did you include any costs other than the development of those systems, those other systems to get to where you are today? The systems that get you to where you are today, did you include any of the development costs of those?

A Let me answer that by telling you what I included, and that may be where I think we're having a problem. And the best thing to do is to reference -- let me see. If you'll look at Exhibit DDC-2, it talks about the various systems.

Q All right.

A It starts really at the bottom of the first page of DDC-2, page 1 of 9. You'll notice that it has listed there -- and rather than go through it, I'll just tell you what they are. You have the TAG system, the LENS system, the LEO system. Going to the top of the next page, you have the EDI, LESOG and BSOG. And then you have in the B section your systems that are associated with maintenance, which is your TAFI and your ECTA.

So what I have included in my cost study

is the development costs only for these systems. So when I've talked about a system that may be progressing on to a -- as I understand what's basically happening with some of these systems is that you're moving to a national standard. So when you move to a national standard, you're going to have to either revise the existing system or build a new system. So what I have included is the systems that started the electronic interfaces back in 1996.

Probably the first one you would think of -- I think EDI was one of the very first ones that we deployed, and then later on we brought on TAG. And my understanding is -- and Mr. Pate can explain it in much better detail, but people may not use both. You know, they can use one, they can use -- they can use both, I understand, but it's whichever one they basically want to use.

Q Okay. Do you have Exhibit RMP-1 available, which would be -- would that be Mr. Pate's? And I think we've got a copy of it here. I think that might be easier.

The flow process shows 20,758 orders falling out of the system to the LCSC. Of the 200,758 orders, 6 -- I'm sorry, 20,758 orders. 6,574 were returned to the CLEC showing CLEC errors. The LCSC

should have 14,184 orders remaining to process, but only 5,442 entered to move forward showing BellSouth errors. What happened to the other 8,742 orders?

A I don't know. I can't answer this. Mr. Pate is going to have to answer it. I'm sorry.

Q That's fine.

Did the design of TAG incorporate features to decrease the manual fallout and error clarification rate?

A Mr. Pate.

Q Do you have a copy of Mr. Varner's rebuttal testimony?

MR. ALEXANDER: Yes.

BY MS. CALDWELL:

Q If you'll turn to page 22, beginning at line 11, there Varner states, "BellSouth's physical collocation rates as established by this Commission in its April 29, 1998 order appropriately applied to physical collocation whether an arrangement is enclosed, caged, or unenclosed, cageless." Do you know if this is BellSouth's continued position based on the FCC's latest order?

A Yes, it is. The FCC's order allows you to provide cageless collocation as a physical collocation arrangement, but you still need floor space to set

your bay and equipment on. So the floor space is the same, because it's the floor space in the building.

Q Okay.

A Excuse me. Let me just point out that the floor space is a separate rate element. It doesn't include any of the enclosure or building in that rate element. It's just the floor space it sits on.

Q And are you familiar with that new FCC order that came out April 29th?

A To some degree.

MR. ALEXANDER: You're referring to the Advanced Services Order?

BY MS. CALDWELL:

Q Are you familiar with the Commission's order that Mr. Varner has referred to? I think in his testimony, he's talking about the April 29, 1998 order.

A I believe that's the 606 --

Q Okay.

A Yes. This is one I used for my cost studies.

Q All right. On pages 131 through 167, which addresses physical collocation, and then I think on pages 166 and 167, there's a summary of the Commission approved rates and elements.

A All right.

Q Were the rates for physical collocation derived from a cost study?

A Where were the rates again? I'm sorry.

Q The approved rates were on pages 166 and 167, and they're addressing physical collocation.

A Well, I can't seem to find the rates. But I do know that in this order, the Commission did not use BellSouth's numbers. They used the cost study provided by -- I believe it was actually MCI. MCI provided a collocation cost study, and the Commission established most of these rates in this particular table based on that cost study.

Q Okay. It's clear that the caged construction element would not be included unless requested, but why does BellSouth feel a cost study is not necessary to redetermine other elements?

MR. ALEXANDER: You're referring to cageless collocation?

MS. CALDWELL: Yes. I was going to say the comparison between cageless and caged collocation.

A All right. If you look at Table 13, which is page 166, the rate element that we're really talking about is this floor space, land and building.

That element would be appropriate regardless of whether or not you put a cage or you do not put a cage.

So therefore, since the Commission had already reviewed the study and had adopted this rate, even though they did not use our studies, but this is what they approved, we felt that this would be the rate the Commission would assign regardless of whether it was enclosed in a cage or not. The square foot is the square foot, so no new studies needed to be done.

Q Are you familiar enough with the MCI study to know if that's the only things that were included, the floor space and the other elements you mentioned?

A To the best of my recollection it is. It's been a while since I looked at that study. But just in comparison to the numbers I generated on the floor space from BellSouth's study, I would assume that's all that would be included in here. It's definitely less than what we had calculated.

Q Looking at that -- still on that same table, there's an application fee/planning fee. Would it be BellSouth's position that the application fee should not change?

A I don't believe we proposed any changes. I probably need to look at Mr. Varner's rates list, but

my understanding is that we just accepted the Commission approved rates.

Can you give me just one moment, please?

Q Sure.

A Yes. In Mr. Varner's exhibit, which was revised September 23, 1999, Exhibit AJV-1, the rates that BellSouth is proposing are the exact rates that are identified in this table for the application fee, $3,248 from a nonrecurring standpoint and 1,553 from the recurring.

Q Okay. I also want to have you look at the -- we're going to be looking at page 138 of the order, of the 606 order, and also look at FCC Order 99-48. Do you have a copy of that order?

A Is that the Advanced Services Order?

Q Yes.

A I do not have a copy with me.

MR. ALEXANDER: And I did not bring one either.

MS. CALDWELL: All right. Can we go off the record for just a minute?

(Discussion off the record.)

BY MS. CALDWELL:

Q Ms. Caldwell, you've had a chance to review Commission Order 98-0604 at page 138, and also a copy

of the FCC Order 99-48, Paragraphs 40 and 41.

A Yes.

Q What we would like to do is ask you -- the application fee is an accumulation of man-hours in determining collocation availability. Why does BellSouth believe that the man-hours required would not be significantly lessened based on the language in FCC Order 99-48? And specifically the language states, "We require incumbent LECs to make each of the arrangements outlined below available to competitors as soon as possible without waiting until a competing carrier requests a particular arrangement."

A Okay. I will answer this from the cost study standpoint. Mr. Milner, who I believe is testifying on collocation, can probably give you more details as to all the activities.

From a cost standpoint, you would still need to -- and let me first preface this by saying that the Commission adopted the cost study again proposed by MCI, where they chose the amount of work times that MCI had specified. You still are going to -- just looking at what was included in that, you're still going to have to process the order, determine whether or not the space is available and exactly what their requirements are.

So based on that, you would still need an application fee to establish service, whether it be physical where they have a cage, because in the application fee you don't have any building of the cage associated with it. It's just getting the information, the planning, and determining the space requirements.

Q Would it be your opinion, though, that FCC Order 99-48 requires you to do those things ahead of time to determine whether you have space available and how much?

MR. GOGGIN: Just to clarify, are you asking her to interpret what the order means?

MS. CALDWELL: In her opinion, if she thinks that that's what the order -- I'm not asking her to give a legal opinion.

A My understanding is that even though it does require us to make available collocation space, that we would still need to determine what that space is. BellSouth has in Florida well over 200 central offices, so every one of those, you would still need to look at the space associated with them to provide the service.

And again, Mr. Milner knows more about the actual steps.

Q All right. We'll ask Mr. Milner.

We will also ask Mr. Milner, but we're going to ask you as well, to the best of your ability, to answer this. Is it BellSouth's position that the space preparation charge should not change from a cost perspective?

A If I understand correctly, yes, we're proposing the same application rate for both forms of physical collocation, caged and cageless.

MS. CALDWELL: Let me go over my questions, but I think that's all the questions that we have.

Ms. Caldwell, thank you very much. I think maybe ITC^DeltaCom might have a few questions.

EXAMINATION

BY MR. ADELMAN:

Q I have a few questions. Good morning, Ms. Caldwell.

A Good morning.

Q I'm David Adelman. I represent ITC^DeltaCom. How are you?

A Just fine.

Q To follow up on some of the questions that the other Ms. Caldwell asked this morning, do you agree that access to OSS is a UNE?

A Access to OSS, yes.
Q So you agree then that access to OSS must be priced using TELRIC methodology; correct?
A Yes.
Q The FCC rules require as much; correct?
A Correct.
Q Now, you have provided cost studies for other UNEs; correct?
A Yes.
Q And you've done that on what I think you call a stand-alone basis; correct? You've done each UNE as a stand-alone UNE; correct?
A Let me clarify. In terms of the ones I provided here, I provided the Service Level 1 and Service Level 2, and, yes, those would be loops that stand alone.
Q Okay. Those are the only UNEs for which you've provided a cost study in this docket?
A I think the only thing I've provided in addition to that is the service order -- the specified order conversion time associated with SL1 or SL2.
Q So you have not provided any study of costs of UNE combinations; is that correct?
A That's correct.
Q But you have in other contexts studied the

costs of UNEs when they are combined or offered in a combined form; is that correct?

A I believe we mentioned earlier today that the only place I have studied any combination of UNEs is in the Georgia environment, where we were requested by the Commission to provide UNE platforms. I mentioned earlier that I looked at a DS1 loop with a DS1 interoffice, and I looked at a two-wire analog loop and a two-wire analog port in that environment, based upon the Commission's request.

Q Now, you understand that there are UNE combinations at issue in this docket. Do you agree with that?

A Yes.

Q But for those UNE combinations that are at issue in this docket, you have not offered any cost study; is that correct?

A Yes. And I believe I referred the reasoning on that to Mr. Varner.

Q I understand.

Now, in the instance where you have studied combined UNEs, have you found that UNE combinations, the costs associated -- the costs of UNE combinations equal the sum of the UNEs on a stand-alone basis which are combined?

A Can you specifically name one?

Q Sure. I'll be glad to. Where you study the cost of an SL1 loop on a stand-alone basis, you have a cost for that UNE; correct?

A Right.

Q Now, that loop could be combined with a port; correct?

A Right.

Q And that would be a combined UNE/port. So when I refer to that, I'm going to refer to that as UNEs in a combined form. Do you follow me so far?

A Yes.

Q Now, in the instance where you conducted a cost study of that particular combination -- well, first let me ask you, did you study that combination?

A Yes. The two-wire analog loop and the two-wire analog port, yes.

Q And did you find that the cost of those UNEs when studied as if they were to be provisioned in a combined form was equal to, less than, or greater than the sum of the costs for the individual UNEs?

A For those two items, the cost is going to be less because the loop is physically connected to the BellSouth switch.

Q And have you studied other UNEs in combined

form?

A I've studied the DS1 loop and the DS1 interoffice.

Q And was your experience the same for those UNEs when studied in a combined form? And by that I mean was the cost of the combination less than the sum of the cost of the individual UNEs when studied on a stand-alone basis?

A I really don't remember in detail, the reason being that in the loop environment, when you're connecting to the switch, it's very clear to explain the differences. When you're dealing with a loop connected to an interoffice facility, basically they're going to all terminate at one point and be connected. The actual number results should be very close. There might have been a DSX or something that was not included, and I just don't remember that right off.

Q Okay. Thank you.

Your loop sample, we've talked about that before, I think, haven't we?

A Yes.

Q Now, at the time you prepared your initial cost study or loop sample study, as I'll call it, and presented it to the Florida Commission, a good number

of the FCC's pricing rules were vacated by the courts. Do you agree with that?

A Yes.

Q And since then, some of those rules have been reinstated. Do you agree with that?

A Yes.

Q And you have not prepared another study subsequent to the rules being reinstated; correct?

A No, because we feel the existing study does meet the FCC's rules.

Q I understand.

Now, the existing loop sample study, was it designed in such a way so that it could capture different costs associated with different geographic regions in Florida?

A No, the loop sample was not designed to that specification.

Q And the loop sample cost study, was it designed in -- did it utilize a scorched node methodology, in your opinion?

A Yes, in the fact that it redesigned every loop.

Q I thought I heard you say earlier that the loop cost study did accept existing cable routes for purposes of determining costs associated with loops in

Florida; is that correct?

A Yes.

Q Now, you did not prepare a cost study for cageless collocation and present it in this docket; correct?

A That's right, because we felt the floor space would be appropriate.

Q You're relying on a cost study that you prepared prior to the FCC's issuance of what we've called the Advanced Services Order; correct?

A No. I'm relying on the Commission's order. We did not prepare that study.

Q Okay. So you're relying on the Commission's previous decision, which was based on a cost study provided by an ALEC; correct?

A Yes.

Q And that cost study was provided by an ALEC for purposes of evaluating costs associated with physical collocation; correct?

A That's correct.

Q But not cageless collocation; correct?

A Cageless collocation is a form of physical collocation.

Q I understand.

Was the cost study upon which the

Commission relied based -- was it designed for purposes of determining costs for cageless collocation?

A It could be used for that, because a floor space is a floor space.

Q Okay. Let me try this again. Is it your understanding that it was designed for purposes of determining costs for cageless collocation?

A It was designed to determine the cost of floor space.

Q Well, at the time that cost study was presented to this Commission, had any ALEC to your knowledge ever requested what we call cageless collocation?

A I do not know. I do not know.

Q You would agree that the cost study which was the basis of the Commission's previous order on collocation costs was presented prior to the issuance of the FCC's Advanced Services Order; correct?

A Yes.

Q And anywhere in the Florida Commission's order which adopted rates based on that study, was there any mention of cageless collocation?

A Not to my recollection.

Q Now, would you agree that when considering

cageless collocation, equipment located in the BellSouth central office is owned by the ALEC?

A Yes, the ALEC will own the equipment that they are placing in their space that they're purchasing.

Q And it's the responsibility of the ALEC to maintain that equipment. Would you agree with that?

A Yes.

Q So it would not be appropriate to include when evaluating the costs of cageless collocation any costs associated with equipment maintenance? Would you agree with that?

A That's right, and there's none in that floor space.

Q I understand.

Now, let me understand how you evaluated this availability of floor space. Is it BellSouth's position that where a central office has equipment racks in place, but there's no electronic equipment installed in those equipment racks, that an ALEC may under the Advanced Services Order install its equipment into those areas?

A Mr. Milner can give you a better definition, a more detailed explanation. My understanding is that the first choice would be a

separate space where they could locate if that was available. If there was no separate space available to place their equipment and we had a rack or shelf that was not being used, we would go in and remove that rack and allow the ALEC to place their rack and their equipment.

Q Now, when you say first choice, you're talking about BellSouth's choice; correct?

A That's my understanding. Mr. Milner would have to elaborate on that.

Q Well, you used the words "first choice," and I'm just trying to understand what you mean.

A Yes.

Q So if there's a central office and part of it is filled up with BellSouth racks and BellSouth equipment, and part of it just has empty BellSouth racks, is it your understanding that the space where there are empty BellSouth racks would not be available to ALECs for purposes of cageless collocation? Is that your understanding?

MR. ALEXANDER: I think that has been asked and answered.

MR. ADELMAN: I'm sorry. I guess I missed the answer, so you can respond, please. The rules --

MR. ALEXANDER: Oh, I understand. I'm just -- I don't know the difference between what you asked her earlier.

BY MR. ADELMAN:

Q Would you like me to restate the question?

A Yes.

Q If you have a hypothetical central office, and part of it is filled with equipment racks on which there is BellSouth equipment, and part of it is filled with equipment racks owned by BellSouth in which there is no equipment installed, and in part of it there are no racks at all -- are you with me --

A Uh-huh.

Q -- on the underlying facts? And an ALEC now requests cageless collocation for that central office. Which area of the central office would you -- for which area of the central office did you evaluate the costs of that cageless collocation?

A In that particular scenario, I believe the cost study evaluates all the possibilities, because all we're talking about is just the floor space. We're not talking about any equipment in there. So I would say it would be the floor space either separate or the floor space in BellSouth's lineup.

Q You keep referring to floor space.

BellSouth believes there are other costs associated with cageless collocation; right?

A I know there's a power element. I would have to look back at the rates.

Q HVAC? Heating, ventilation, and air conditioning, is that part of it?

A Can I look at that?

Q Sure, please do.

I guess while you're looking at that, if you could just tell me all of the elements which you consider to be costs of cageless collocation, that might be the easiest way to do it.

MR. ALEXANDER: Is that in lieu of the first question?

MR. ADELMAN: Yes. I'll ask you a more comprehensive question when you get to the right place.

A Okay. I'm looking at the rates we have proposed.

Q Good. Can you tell me what elements or what are the components of the rates you have proposed for cageless collocation? And by that, I offer as examples -- floor space you've offered as one. I think you said power supply is another. You weren't sure if HVAC was included. Can you determine whether

it is or isn't?

A In the rates for Florida, I do not see HVAC included. You have a physical collocation power param that's 48-volt DC supply. I do not see an HVAC.

Q Okay. What else do you see besides power and floor space?

A Okay. Maybe it would be better for me to just go through them.

Q Yes, that will be fine.

A The first element on the physical collocation is the physical collocation application cost, and we've talked about that as both appropriate for caged and cageless.

The next one is the physical collocation cage construction, so those would not be appropriate for cageless.

Q If you could just limit your answer, I think to make it easier, to the ones that would be appropriate.

A Okay. You have costs associated with the cable installation cost and the cable rack.

Mr. Milner might could give you some more detail, but there could be an application where we would install cable to get to their location, but I don't know all the details on that one.

Q But for your study, if you could, on that element, did you include in the rates costs associated with the cable installation?

A This rate element includes the cost of cable installation.

Q Okay. What's the next element?

A The cable installation rack, the cable rack itself.

Q What's the cost of the cable rack?

A The rate is 22.94 per month.

Q Describe a cable rack for me. What does that look like?

A I'm having a little bit of difficulty, because this is based upon MCI's model. And I can find exactly what was included in mine, so I'm just going to have to assume that theirs was very similar.

What happens is, when you have the equipment for the collocator, it's located at some place in the CO, regardless of where it is. And the cable rack would be a metal container through which you run the cable to get to the collocator's equipment. So you have the rack that they use, and then you have the cable itself. That's what these two elements are talking about.

Q So the rack is kind of like shelving?

That's the way I think of it.

A Yes.

Q Okay. What are some other elements?

A The one we mentioned was the physical collocation, the power param for 48 DC volt.

Q And have you assumed that there would have to be power brought to a central office above that which is already in existence in the central office? Is that how you determine the cost associated with power?

A All right. Again, I have to preface this with the MCI model versus the way I did it.

Q Well, I want to know the way you did it. I want your opinion about what's right.

A Okay. What we did when we looked at the power in our collocation study, we looked at the cost that would be necessary over and above -- you know, like any enhancements that we would have to make to our power supply.

Q So if no enhancements were needed, in other words, if there was sufficient facility to bring electricity to the space, there would be no cost associated with that particular application? Do you agree with that?

MR. ALEXANDER: Well, I'm a little confused

by the question.

BY MR. ADELMAN:

Q Do you understand the question, Ms. Caldwell?

A Give me a minute. I'm trying to -- I'll have to think about the way the power was structured in that original study.

MR. ALEXANDER: Well, let me ask. David, are you talking about bringing it into the building, or bringing it inside the building to the collocation site?

MR. ADELMAN: Well, let's do both, first bringing it into the building, and then costs associated with any equipment within the building. And that's your lawyer's compound question.

MR. ALEXANDER: I just wanted to be clear. I wasn't sure from your question.

THE WITNESS: Where I'm having some difficulty with that is the DC, because when we looked in our cost study, we looked at the fact that in the central office you have a power generator, and that power generator was going to back up the entire central office. And it's strong enough to power the office even if your

AC current went down from the commercial. So we looked at that.

In addition to that, your equipment in the central office, most of your multiplexers, et cetera, are powered by basically 48-volt batteries, so you have you a 48-volt battery, a large power supply necessary to be sure that all the equipment is going to be taken care of.

The one problem I'm having some difficulty with here, I'll have to defer this to Mr. Milner as to where it is physically located, whether or not you have a separate battery specifically identified for that collocator or not. I don't know how these numbers from the MCI model specifically --

BY MR. ADELMAN:

Q But what in your opinion -- with regard to the power associated with the cageless collocation space or location, how should the cost for power be determined?

A You should look at the cost necessary to guarantee that that particular collocator's equipment would not go down.

Q And would that be done on an individual case basis, or do you have a proposal, a rate that

would be applied uniformly?

A When we looked at the cost of our power, we looked at the cost of -- we expressed it per locator by the time it was expressed, but we looked at building out the generators and the batteries to power the entire office, what the incremental impact would be on the office. Just as I looked at incremental floor space, I looked at incremental power.

Q So is it fair to say then you determined a uniform rate which was equal to the incremental cost associated with powering the collocator's equipment?

A Yes.

Q And what do you think the right rate is for that?

A I haven't looked at those numbers in a long time. I'm sorry.

Q Okay. That's all right.

Any other elements?

A Just the last thing left is your cross-connects.

Q Okay.

A Oh, there is one more.

Q What is the one after the cross-connect?

A The security accesses.

Q Tell me about that. What is that?

A What we're going to do in terms of BellSouth -- and we have not conducted a study ourselves on this. We're just starting a cost study. We're going to provide card readers at the BellSouth central office locations. My understanding is that we'll probably have two card readers, one on the front and one on the back door, and then the collocator will be issued cards that will allow them to get into any BellSouth central office. They're usually statewide.

So if you have -- say you need five cards because you have five different individuals that you want to have access. Then we will activate our system to say that Jim Jones, ITC^DeltaCom, we read the card, and we know that he is allowed to enter that building. And that's how we're going to provide it, which I think is something similar to what this model did, but I can't remember the details.

Q Okay. So let me understand what your opinion is with regard to what the costs should be. This is a statewide security system, so in Florida let's say we have 200 central offices. Card readers will be placed at the front and back door of all 200 offices; correct?

A That's correct.

Q So 400 card readers; right?

A (Nodding head affirmatively.)

Q Now, if the CLEC only had equipment located in a single central office, would the CLEC's card work in all central offices?

A I would have to double-check on that. What we've started doing is looking at the cost, and we're going to set it up so that you have a cost for an activation, in other words, where we put the information into our system that says when that card is read through, that individual can have access. I do not know at this point whether or not that will be all central offices or only the office where they're collocated.

Q Now, in evaluating the costs for the security system, would you intend to take the costs of the whole system as it's deployed through all central offices and then spread that cost over all ALECs requesting collocation, or, in contrast, would you propose to charge ALECs costs associated only with the central offices in which they have collocated?

A Only within the central offices where they're collocated.

Q So the rate would be determined based on how many central offices you have located your equipment in; is that correct?

A Well, I think we will probably propose a rate that is per CO, so you would pay it five times if you have five COs.

Q And when is your cost study going to be completed on this?

A Hopefully pretty soon. I don't have a firm date on it. We're still gathering information.

Q What do you mean by pretty soon?

A Hopefully within the next month.

MR. ALEXANDER: Don't forget she said hopefully.

MR. ADELMAN: I understand.

BY MR. ADELMAN:

Q You do, I assume, propose that security access be a charge imposed on ITC^DeltaCom as part of the interconnection agreement, do you not, for cageless collocation?

A If I understand correctly, yes, we will develop a rate that goes into the agreement.

Q Okay. We just don't know that rate today?

A Right. Well, I guess at this point in Florida we are proposing the rate that has been developed by -- the only one we have available so far is the one developed by the MCI model.

Q I understand.

Now, since we're talking about cost studies that are in progress, is there a separate cost study for cageless collocation being developed at BellSouth?

A No, because we don't believe we need to.

Q Has anyone even talked about that idea, like maybe we should start looking at this as part of a separate study?

A No.

Q It hasn't even come up?

A The discussion was that the floor space element will handle it, so there's nothing else to be done.

Q How long would it take to produce a study which is specifically designed to capture costs associated with cageless collocation?

A The same amount of time it took me to do the first one.

Q Okay. Going back to the loop sample for a moment, I believe you stated that you do think your study utilized a scorched node methodology; correct?

A Right.

Q And we talked about how it did accept the locations of existing wire centers, correct, existing central offices?

A Right.

Q And it did accept the existing cable routes; correct?

A Right.

Q And it did accept the existing location of customers; correct?

A Right.

Q Are there any other things about BellSouth's existing network that were accepted in your loop sample?

A We changed the gauge of the cable to make it a smaller gauge, more efficient, so we decreased the lengths by deploying digital loop carrier. Now, in some cases we maintained the same cable size to represent the area that we were dealing with.

Q Any others?

A Not to my recollection.

Q With regard to collocation, BellSouth forecasts its equipment needs for each central office; correct? They try to look at it in the future and determine based on growth what equipment might be needed in the future; is that right?

A Yes, we do.

Q And you construct these equipment racks in different parts of the central office based on those forecasts; is that correct?

A Yes.

Q And how far in advance do you do those forecasts?

A I do not know. Mr. Milner probably knows that.

MR. ADELMAN: That's all I have. Thank you.

MR. ALEXANDER: I have a few questions.

EXAMINATION

BY MR. ALEXANDER:

Q Ms. Caldwell, do you remember being asked some questions earlier this morning about ADSL service and ADSL compatible loops as a UNE?

A Yes.

Q What are the differences between the ADSL tariffed service and the ADSL compatible loop?

A The ADSL service is a service that's offered in the FCC Tariff No. 1, and it's offered, as I think I mentioned earlier, as a low capacity and a high capacity offering. It is to be purchased by what I refer to as the enhanced service providers that would purchase this particular service offering and then provide it to their end users.

What is significant is, from a cost standpoint, and also what's in the service offering,

the cost is for the overlay network. It does not include the cost of the loop. It is only the electronics that make it ADSL. And that's what's included in our FCC tariff offering, and that's what's included in the FCC cost study.

The loop is purchased through the general subscriber service tariff by the end user, so it's separate from that. The ADSL UNE is the loop. It is a compatible facility that allows the ALEC to put their electronics on it, just like BellSouth puts their electronics on the 1FR, for example.

Q Do you know whether or not a -- I believe you said earlier this morning that a DLR, design layout record, is created for the tariffed ADSL offering. Do you know whether or not one is created for the ADSL UNE loop compatible offering?

A The UNE loop always had a DLR, design layout record, generated. The tariffed offering does not. The only exception would be, remember I mentioned that we would charge extra if we had to go in and perform some types of service inquiry and loop conditioning, and then that would be an extra charge in the low capacity.

Q Do you remember being asked some questions about Mr. Hyde's rebuttal testimony, a DeltaCom

witness, Thomas Hyde, page 9 at lines 6 through 8? I believe I've got that --

A Yes.

Q Mr. Hyde makes a reference that the appropriate NRC for ADSL is the NRC for an equivalent voice grade loop plus an incremental cost for checking to see if the loop will meet the ADSL criteria. Do you know what Mr. Hyde is talking about there?

A My interpretation of the checking to see if the loop -- let me answer that from the service environment and then from the UNE environment.

In the environment where we have ADSL service, I mentioned that there is the ability that determines that -- we have a database only on ADSL offices, and that means where BellSouth can provide ADSL service, that will tell the enhanced service providers that the loop is yes or no. No would be it's on copper and it's 30 miles long, or it's on digital loop carrier. Yes would be that it's within a certain distance from the CO and it's not on digital loop carrier. That doesn't guarantee that it will provide service. That just says that this is a probable good customer. I think that's what he's talking about looking to see.

Again, my understanding is that it's only

available on ADSL equipped offices that BellSouth has their tariffed offering in.

The loop that is the ADSL compatible, there's no such thing as just checking to see. In that particular environment, we actually dispatch and test that loop to be sure it meets the requirements. And going back, I talked this morning about the guarantee on it. So it's a guarantee that it meets the service level requirements when it's turned over to the ALEC. I believe that's -- so that's why, in response to it's just a voice grade loop with an incremental cost, checking to see. I think that's why he has emphasized it as being insignificant, is this checking to see. But in reality, it is a very time-consuming effort.

Q Let me shift to this. Do you remember being asked some questions about development of costs and ongoing maintenance costs for operational support systems?

A Yes.

Q What costs were studied in developing BellSouth's costs and a rate for recovery of OSS? What systems did you look at?

A All right. I looked at eight systems. I think I mentioned them earlier. They're in DDC-2. I

looked at TAG, LENS, LEO, EDI, LESOG, BSOG, and then TAFI and ECTA. Those are the eight systems that BellSouth has developed as electronic interfaces.

Q Are those systems used by BellSouth or used by the ALECs?

A These systems are used by the ALECs to process their orders, to give them access to our OSS. BellSouth sends no orders through these systems.

Q Does BellSouth have other costs associated with OSS that it uses itself?

A Yes. We have our Legacy systems. Those are the systems that were already in existence. Some of the ones you might have heard of would be SOCS. We have TIRKS. We have lots of systems downstream. Those costs are included in our shared and common factors. That's how we recover them.

Q Are any of the costs for BellSouth's own OSS included in the costs it's seeking to recover for the development of these interfaces that are used by ALECs for access to BellSouth's OSS?

A No. Just these eight systems I mentioned are included.

Q Do you remember Mr. Adelman asking you a question about the development of your UNE cost studies, whether or not there was any geographic

deaveraging done?

A Yes.

Q Do you know whether or not the FCC rule regarding geographic deaveraging is currently required or in force?

A My understanding is that it's not. The FCC has delayed their decision on that particular issue until universal service funding is resolved.

Q And you were also asked some questions about a security card access for collocation purposes. Has BellSouth proposed a cost-based rate until it performs these cost studies you discussed with Mr. Adelman?

A Yes. The rate is the one that was developed in the MCI filing.

Q Is that an interim rate, to your knowledge?

A No.

Q Will you supply a cost study later?

A Yes, when the cost study is completed and the Commission is ready for it.

Q So it's interim only until you complete a further cost study?

A Yes.

Q Do you know what that rate is and what it covers?

A It's in Mr. Varner's testimony. It's included on Mr. Varner's AJV-1. It's called Security Access System, new access card activation, per request for five cards. It is a one-time nonrecurring cost of $85.12.

MR. ALEXANDER: I have no further questions.

MS. CALDWELL: I have nothing further. Thank you, Ms. Caldwell.

(Deposition concluded at 11:43 a.m.)

ERRATA SHEET

DOCKET NO.: 990750-TP
NAME: D. DAONNE CALDWELL
DATE: October 12, 1999

Page	Line	

CERTIFICATE OF DEPONENT

This is to certify that I, D. DAONNE CALDWELL, have read the foregoing transcript of my testimony, page 1 through 95, given on October 12, 1999, in Docket No. 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

_____
D. DAONNE CALDWELL

Sworn to and subscribed before me this

_____ day of _____, 1999.

_____
Notary Public
State of _____

My Commission Expires:

CERTIFICATE OF DEPONENT

This is to certify that I, D. DAONNE CALDWELL, have read the foregoing transcript of my testimony, page 1 through 95, given on October 12, 1999, in Docket No. 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

D. Daonne Caldwell
D. DAONNE CALDWELL

Sworn to and subscribed before me this
26th day of October, 1999.

Michaele F Holcomb
Notary Public
State of Georgia

My Commission Expires:

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF LEON)

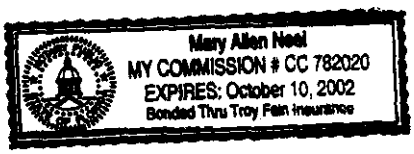
I, MARY ALLEN NEEL, Notary Public in and for the State of Florida at Large:

DO HEREBY CERTIFY that on October 12, 1999, D. DAONNE CALDWELL personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 15th day of October, 1999.

Mary Allen Neel

MARY ALLEN NEEL
Notary Public - State of Florida



CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, do hereby certify that I was authorized to and did stenographically report the foregoing deposition of D. DAONNE CALDWELL.

I FURTHER CERTIFY that this transcript, consisting of 86 pages, constitutes a true record of the testimony given by the witness.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 15th day of October, 1999.

MARY ALLEN NEEL, RPR
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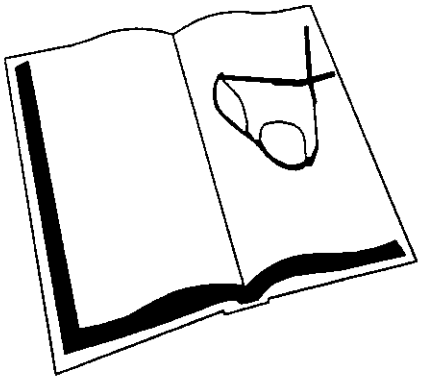
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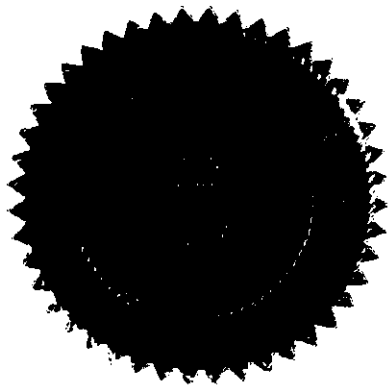
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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of:	DOCKET NO. 990750-TP
Petition by ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.	



TELEPHONIC DEPOSITION OF:	W. KEITH MILNER
TAKEN AT THE INSTANCE OF:	The Staff of the Florida Public Service Commission
CONDUCTED FROM:	Gerald L. Gunter Building 2540 Shumard Oak Boulevard Room 362 Tallahassee, Florida
TIME:	Commenced at 1:10 p.m. Concluded at 3:40 p.m.
DATE:	October 12, 1999
REPORTED BY:	MARY ALLEN NEEL, RPR Notary Public, State of Florida at Large

ACCURATE STENOTYPE REPORTERS, INC.
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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 1
COMPANY/ WITNESS: Milner/Staff
DATE: 10-31-99

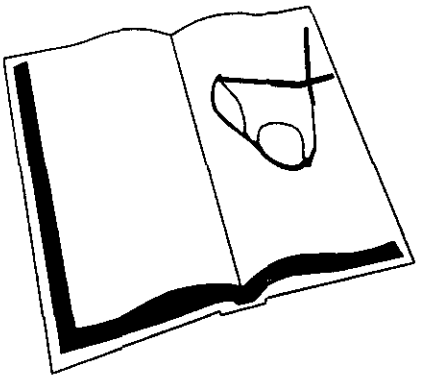
APPEARANCES:

PHIL CARVER, ESQUIRE, BellSouth Telecommunications, Inc., BellSouth Center, 675 West Peachtree Street, N.E., Suite 4300, Atlanta, Georgia 30375, appearing on behalf of BellSouth.

DAVID I. ADELMAN, ESQUIRE, and HAYLEY RIDDLE, ESQUIRE, Sutherland, Asbill & Brennan, 999 Peachtree Street, N.E., Atlanta, Georgia 30309, appearing on behalf of ITC^DeltaCom.

DIANA W. CALDWELL, ESQUIRE, Florida Public Service Commission, Division of Legal Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-1400, appearing on behalf of the Commission Staff.

ALSO PRESENT: JONATHAN AUDU, Commission Staff
MICHAEL BARRETT, Commission Staff
TODD BROWN, Commission Staff
CALVIN FAVORS, Commission Staff
LENNIE FULWOOD, Commission Staff
CAYCE HINTON, Commission Staff
SUE OLILLA, Commission Staff
MARY ROSE SIRIANNI, BellSouth



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Thank you,

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Chief, Bureau of Reporting

I N D E X

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S T I P U L A T I O N S

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

MS. CALDWELL: Let's go ahead and start taking the deposition. I would like to take appearances first.

MR. CARVER: This is Phil Carver for BellSouth.

MS. RIDDLE: This is Hayley Riddle and David Adelman on behalf of ITC^DeltaCom.

MS. CALDWELL: Diana Caldwell, Florida Public Service Commission.

Do all the parties agree to the usual stipulations for this deposition?

MR. CARVER: BellSouth agrees.

MS. RIDDLE: We agree.

MS. CALDWELL: Could we please swear in the witness at this time?

Thereupon,

W. KEITH MILNER

called as a witness telephonically and sworn to tell the truth by the notary public present with the witness, was examined and testified as follows:

EXAMINATION

BY MS. CALDWELL:

Q Mr. Milner, I'm Diana Caldwell with the Public Service Commission, and we'll be taking your deposition today on behalf of the Commission Staff in

Docket No. 990750-TP, which is the petition by ITC^DeltaCom Communications, doing business as ITC^DeltaCom, for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications.

As I ask you questions, if you don't understand a question, let me know, and I'll be glad to rephrase it or repeat it. And I would ask you that you please preface your answer with yes or no before going into any explanation.

A Okay.

Q Would you please state your name for the record?

A Yes. My name is W. Keith Milner.

Q And who is your employer?

A I'm employed by BellSouth Telecommunications, Inc.

Q And what is your position with BellSouth?

A I'm employed as Senior Director, Interconnection Services.

Q And what does that position entail, Senior Director of Interconnection Services?

A Interconnection Services is the part of BellSouth Telecommunications that provides services to other carriers, such as CLECs, or ALECs, I should say,

since we're in Florida, wireless service providers, interexchange carriers, and the like. Interconnection Services specifically deals with those customers in meeting their needs for unbundled network elements, interconnection, things of that nature.

Q Thank you. And will you be testifying on the behalf of BellSouth in this proceeding?

A Yes, I will.

Q And have you filed any testimony with the Florida Public Service Commission in connection with Docket No. 990750?

A Yes. I filed 21 pages of direct testimony.

Q Did you file any rebuttal?

A Yes, I did. I filed 11 pages of rebuttal testimony. And there was also one attachment to my direct testimony.

Q In the form of an exhibit?

A Yes, ma'am.

Q And so you filed one exhibit as well?

A That's right, and there were 14 pages of that exhibit.

Q And what was the purpose of your testimony that you filed?

A My testimony generally addresses some of the technical issues in this proceeding, specifically

Issue 2, 2(b)(4), 2(c)(1), 2(c)(2), 2(c)(5), 2(c)(8), 2(c)(9), 2(f), and 3(h).

Q Have you also participated in any other state proceedings related to the ITC/BellSouth interconnection negotiations?

A Yes, I have. I've filed testimony in several states, and I've also participated in the arbitration hearings that were held in South Carolina and in Louisiana.

Q Okay. Thank you.

A I'm not sure if this is the right time to talk about this or not, but I am also adopting the testimony that was prefiled by BellSouth witness Mr. Thierry.

Q All right. We can go ahead and accept that.

A Okay.

Q Do you have copies with you of the testimony and rebuttal that you filed?

A Yes, I do.

Q And do you also have with you copies of all the work papers or other materials you used in preparation of any of the responses to Staff's discovery requests in this docket?

A Yes, I do.

Q Mr. Milner, is there a difference between ADSL comparable loop and ADSL compatible loop?

A I'm not sure. I've not heard the term "comparable."

Q I'm sorry. It's capable, ADSL capable loop and ADSL compatible loop?

A I prefer -- I don't think there's a difference. I prefer the term "compatible," but I believe those to be synonymous terms as I've seen them used in this proceeding.

Q All right. Ms. Caldwell in her deposition referred this question to you. Do you have Witness Hyde's rebuttal testimony with you?

A Yes, I do.

Q Could you please turn to page 8?

A Yes. Give me just a moment.

Q Sure.

A I might be mistaken. I thought I had his testimony. I've got his direct, but you said rebuttal, I believe, didn't you?

Q That is correct. Let me ask the question, and I'm going to provide you with some background information, and maybe by doing that, we may be able to get an answer.

A Okay.

Q In his rebuttal testimony, he states that ADSL is an overlay service placed on voice grade facilities, whether BellSouth places ADSL on an existing exchange service or an ALEC provides ADSL on an ADSL compatible UNE loop. Is there a difference between ADSL provided as an overlay service and ADSL provided by an ALEC on an ADSL compatible loop?

A No, I don't believe there to be. The use of the phrase "overlay" that I've seen is that -- we use it to mean that it's an overlay in addition to the existing voice grade service that might have already preexisted on that line. For example, if I have residence service to my house and I also want ADSL capabilities, the transport facilities that provide my basic residence service also provide my ADSL capability. So that's the use of overlay that I've seen, and it's just meant to mean that there are not separate transport facilities required to enable the ADSL capabilities.

Q Thank you.

For the following question, would you refer to your direct testimony at page 9?

A Okay. I'm there.

Q All right. How are new ALEC NXX codes added to the BellSouth single point of contact, and is

that SPOC database?

A Yes. There are a couple of ways. Generally we ask that the CLEC inform us if it is opening a new NXX code that will be reached by one of BellSouth's switches.

The other way that that group receives notification is by reviewing the contents of the Local Exchange Routing Guide, which some people refer to as the LERG, L-E-R-G, that also shows NXX activations and the date by which those codes will be activated.

Q All right. Still referring to the same testimony, are testing proceedings on ALEC NXX codes prior to activation among the other functions the NXX SPOC coordinates?

A Yes, they are.

Q Could you explain that?

A Well, yes. There are two or three things that the single point of contact does. One is to coordinate with all the affected work groups within BellSouth that have work to do to ensure that the right translations are placed in BellSouth switches such that when, for example, DeltaCom opens a new NXX code in its switch, the customer served by that new code can be reached by all of BellSouth's customers. And one of the work processes is to do some testing

that -- well, we refer to it as MATV, mechanized AMA translation verification, I believe. It's a phrase that has been around quite a while.

But that testing capability establishes a call from each of BellSouth's central offices to the new NXX code and creates an AMA record showing that that call has been completed. The call goes to a test line, and it looks for a certain tone or something like that to ensure that it has gotten to the right place. And then it creates a printout that says that each of BellSouth's central offices placed a call on this date and time to that code, and it was successfully answered.

So that's the biggest part of the testing that is done, is to use this MATV functionality to place test calls and to create AMA records that show that the call actually completed as expected.

Q Mr. Milner, when a CLEC informs BellSouth of a new NXX, is there any delay associated with notification?

A I'm not sure if I understand your question. Let me take a run at it. Obviously, it takes some time for the CLEC to notify us of its opening a new NXX, whether that notification is made by E-mail or U.S. Mail or however. But usually the

notification is done with sufficient lead time that the actual notification -- the time that it takes for us to receive the notification is not critical. Generally notifications are made well in advance of the date that the new code is to be activated.

Q Once you receive notification, how long does it take you to activate that code?

A There's not a set interval. We do it within the available time that we have and when the code is expected to be activated.

But the actual amount of work is a function of how many of BellSouth's switches need translations in them. For example, the larger the local calling area, the more work there is for us to do, and that's why we ask for fairly significant lead times. But there's not a standard interval that says to activate a code, it takes 10 days or 12 days. It's rather a function of the number of BellSouth switches in the local calling area that have to be retranslated.

Q Do you have any specific guidelines that the ALECs have to follow as far as giving you lead time?

A There are. And I apologize. I don't have those guidelines with me. If my memory is correct, I believe that the lead times are about 90 days. The

time intervals are generally industry standards, and when Bellcore maintains the Local Exchange Routing Guide, I believe that's the -- I think that they required a 90-day period between when the code first appeared in the Local Exchange Routing Guide and when the code was to be activated. There were some emergency procedures as well to activate codes in less time than that. But that's my recollection.

Q Do you know whether there are any procedures that require BellSouth to confirm the notification before activation?

A You said a requirement. I don't know of a requirement. The single point of contact that we spoke of earlier does provide such a notification back to the CLEC as to when its Complex Translations Group has completed its work. But I don't know of a requirement, if you mean that in the legal sense.

Q All right. But is it BellSouth's policy to provide them confirmation that they've received --

A Yes. In fact, on the top of page 10 of my direct testimony -- well, it actually starts at the bottom of page 9. A written response is provided to DeltaCom when BellSouth's Complex Translations Group has provisioned the NPA/NXX and the appropriate BellSouth switches, and when we've done that testing

that I talked about earlier.

Q If you see something coming up in the LERG that you have not received notification, do you go ahead and activate it, or do you wait until you get notice from the ALEC?

A If we see something in the LERG that we don't know about, we generally contact the CLEC whose code that is to make sure that we understand the true activation date. And that's another one of those things that the single point of contact does.

Q Is there any degree of testing of NXX codes that BellSouth conducts prior to adding those NXX codes to the database?

A If I understand your question right, yes, the testing that we talked about earlier, the AMA translation verification.

Q Okay. Is the NXX SPOC -- do you call it a SPOC or do you call it an S-P-O-C?

A I'm saying S-P-O-C today so the court reporter has an easier time, but most people say SPOC.

Q Okay. The NXX SPOC database, is it proprietary to BellSouth?

A I don't believe so, no.

Q Would you refer to your direct testimony at page 9?

A Yes, I'm there.

Q And looking at lines 23 to 25, is the NXX SPOC database accessible via Internet?

A I don't believe so, no.

Q Could it be available, made available via Internet?

A Yes, it could be. Interconnection Services has various Web sites already. We've got a Web page that's accessible via the Internet, and I suppose it's possible -- well, it's obviously possible to put that information at the Web site.

Q Do you know if BellSouth would ever consider putting it available on the Web site?

A I'm certain we would consider that. I don't know of a request to do so, but we would certainly consider it.

Q Do you know if there's any access to the NXX SPOC database to ALECs that they could call up that information?

A I'm not aware of such direct access, no.

Q Would you now refer to your direct testimony at page 14?

A Yes, I'm there.

Q And specifically lines 1 through 3. In reference to BellSouth's coordination activities,

would these activities include a review of the material requirements necessary to complete the ALEC switchover in a timely manner?

A Yes.

Q Would this include any and all facility components, including something like line cards or repeaters?

A Well, to the extent that we know about them, yes. A lot of the devices that are required for loop cutovers, and especially for new loops for, you know, additional customer lines, are supposed to be on the installer's truck. If there's a site visit that's required, the provisioning process includes informing our installation groups as to what type of equipment will be needed on a given order.

However, that's not infallible, because in some cases it's not until you get to the customer's premises that you find that the equipment that you thought was going to work or that was engineered to work does not, and then you need things like midband repeaters and other kinds of equipment, because the design that you thought was going to work in fact did not. So the goal is to have all the required equipment on hand at the time that the cutover is going to be done. But obviously, we don't live in a

perfect world, so that does not always take place, but that is our goal.

Q Could I assume then that after the order is received, then there is some type of review process to determine what equipment will be necessary to complete the order, and then after that review is done, that becomes part of the order going to the technician?

A Well, that's not done after the order. That's done as part of the ordering process. As I'm sure you're aware, BellSouth uses a number of different mechanized processes in fulfillment of orders for its own retail services, or in the case that we were discussing here, for unbundled loops.

So as those mechanized processes determine that certain equipment is required, it includes those requirements in the orders that eventually get to the technician. So it's an integral part of the ordering process. It doesn't happen once the order has been placed with the technician.

Q You said that sometimes when the orders are being filled out in the field by the technician, that sometimes it's determined that either additional equipment is needed or they can't fill the order as it was placed.

A Right. Let me give you a example. Let's

say the order assigned a new loop to a pair that during the installation process was determined to be defective, and then a different pair was -- a different loop, rather, was chosen that might have a different makeup. It might be on different kinds of serving equipment or different cable or something of that nature.

In that case, in an effort to still try to fulfill the order on the original due date if that's still possible, you may determine at that point that needed equipment is not available for that new loop which you really didn't anticipate using, because you thought that the loop that was chosen by the design process was going to work, but then you found out during the installation that it was defective.

Q Now, when we talk about the defect, would that be the defect on the existing, or would it be a defect within the design process of the order?

A Well, in the example I used, it was a defect on -- let's say a customer already has four lines and wants to change service to DeltaCom and wants a fifth line as well. The example that I used would be for that fifth line, that is, where the customer wants a new line, and inadvertently that line was assigned to a defective pair that was unknown at

the time of the assignment, but it turned out to be the case.

Q Now, whose defective pair?

A BellSouth's.

Q Okay.

A Now, I would also point out, though, that for customers that already have service from BellSouth, BellSouth's first choice is to reuse the same loop that was providing service to that customer while the customer was a BellSouth customer, to avoid this kind of a situation that we're talking about.

Q Okay. Now, do you have a particular -- do you categorize for analysis purposes later the number of orders that come in or that you have encountered these types of problems on? I guess you would call it miscommitments.

A Yes. We have reports that show how many commitments we didn't make. And then upon a CLEC request, we do what we call a root cause analysis. We don't have a means of gathering this information mechanically, but we do what we call a root cause analysis that tries to figure out what was really the source of the problem.

Again using the example that we've been working with, the root cause analysis would say, "Why

did we miss the due date?"

The first answer is because we didn't have the right kind of equipment on the truck.

Well, why didn't you have the right kind of equipment on the truck?

Well, because we didn't know we were going to need it, because we didn't know the loop was defective.

Well, why didn't you know the loop was defective?

So you digress until you get back down to the real source of it.

Q Okay. Of these miscommitments, do you know what percentage of all commitments that are made, what percentage are miscommitments?

A Not offhand, no. That information is available. It's in the performance measurement reports that BellSouth produces, but I don't know the exact percentage.

Q Okay. Also, on these miscommitments, when you talked about your digression of, well, we don't have the equipment on the truck, and going down, do you then determine whether it was a responsibility or a fault of the ALEC or BellSouth, and do you categorize them that way?

A Yes. To the extent that we can say this was one party's fault or another, yes, generally -- well, let me start over. These are narrative reports, but there would be an indication in there as to which party caused the missed due date. But again, let me also add that we don't do root cause analysis on every single missed due date.

Q Okay. When you get the order, is it the ALEC that's placing the order that tells you all the materials that you need, or is there a second process that someone from BellSouth would review the order to determine all the materials needed?

A Well, there's not a person that reviews the order. That's the mechanized systems that I mentioned earlier. BellSouth is -- you know, I agree that it is a BellSouth responsibility to make sure we get all the material that we need to fulfill an order, but I want to make clear that that's not an outboard process of the mechanization that we use in order fulfillment. All the things that are required should be identified during the ordering process, not afterward.

Q Right, and that's part of the mechanized system. The mechanized system is supposed to identify all that's needed; correct?

A Yes.

Q And is it fair to say that only when there's a fault in the system that there's the fallout?

A If by fallout you mean an unfortunate event that keeps us from completing the order on time, no. You know, the mechanized process could work well and the installer not load the right material on the truck at the beginning of the day. So it could be a combination of both mechanical and human problems that cause due dates to be missed, in addition to just shortage of human resources to be at a given place at a given time.

Q Do you have any information as to miscommitments that were caused by the ALEC?

A Well, again, the root cause analysis that we do, as I mentioned earlier, would describe what had happened, which party was at fault for things that impeded the progress of the cutover. But we don't routinely summarize root cause analyses. Those are really process improvement tools to try to get the process to the point that we don't miss due dates.

Q Would you have an occasion after you've done these analyses to assess a cost to the ALEC for these miscommitments that were the fault of the ALEC?

A I'm not sure if I understand your

question. You said assess a cost to the ALEC?

Q Right.

A I suppose that a reading of the root cause analysis could say, "DeltaCom, we missed this due date, and it was your fault." But I'm not aware of any charges that we assess to an ALEC for their actions that contributed to our missing a due date.

Q So BellSouth doesn't try and recover their expenses if a due date is missed because of the ALEC's fault?

A I don't think so, no.

Q Is your cost analysis only used internally? I'm sorry, your cause analysis only used internally?

A No. Those are often shared with -- well, not often. They're to my knowledge always shared with the CLEC that requests those. In fact, I believe that some of Mr. Hyde's exhibits are the output of root cause analyses that BellSouth has conducted.

For example -- let's see. Some of the information that's on Mr. Hyde's Exhibits TAH-1, 2, and 3 appears to be information that BellSouth would have provided as part of root cause analyses. I'm not sure that all of it is, but at least some part of it appears to be.

Q Okay. Thank you.

Would you agree that cutover intervals are getting shorter?

A Generally, yes.

Q And why would you agree that they're getting shorter?

A Well, I'm not sure of all the factors. When we say shorter, I'm talking about the sweep of time from, let's say, late 1986 when -- 1996, rather, when we started doing the first loop cutovers to the present. So that's the time period that I'm referring to.

Obviously, BellSouth has a great deal more experience in doing loop cutovers today than it did in that time frame. And by like token, ALECs have considerable experience of their own with doing loop cutovers. So we've both learned our roles better. The processes themselves are better defined and I believe better understood now than they might have been in late 1996 as well. So I think we're just on -- you know, we're on the good side of the learning curve that says we've optimized these processes pretty effectively.

Q For the purposes of the next question, would you refer to your direct testimony at page 14, again looking at lines 1 through 3. I guess we're

there.

In reference to BellSouth's coordination activities, would these activities include a review of the network requirements necessary to complete the switchover in a timely manner?

A Yes, although I'm not sure of all of the things that you might include in the phrase "network requirements."

Q I guess that would be whatever was to be included in the order.

A Well, network requirements would be not only the equipment, but in the case of a loop cutover, the actual BellSouth personnel that would actually do the loop cutover.

So, yes, we review the volume of orders and the locations in our central offices of those orders and do everything we can to make sure we've got the right amount of personnel on hand on the day and time of the cut to make sure that we can do that expeditiously. So, yes, we review the amount of work in a given central office and react to that mode by trying to make sure that the right number of people are there to do the work.

Q Do you also review the network conditioning?

A Well, there's not -- I'm not sure you -- you're using the term "network conditioning." Do you mean loop conditioning?

Q Yes.

A To the extent that some sort of loop conditioning was included in the ordering process, yes. But again, let me point out that BellSouth's first choice is to use the same loop for DeltaCom the BellSouth retail customer was using. So if we're talking about loop conditioning, that would be something different than the customer already enjoyed.

Q Would you review them also to determine if any translations were necessary, and if they were, what the translations would be?

A Well, there would be no translations. Generally when you're talking about translations, you're talking about switch translations. What we're talking about here is loop cutovers, that is, just the loop without the BellSouth switch. So the translations, if any, would be, in our example, in DeltaCom's switch, not in BellSouth's switch.

Q And would there be any engineering that you would have to review?

A Engineering in terms of the loop design,

yes. But again, that's all part of the ordering and provisioning process.

Q Okay.

A Generally if we're successful and we reuse the same loop for the end user customer as was used when that end user customer was a BellSouth customer, then loop engineering is not an issue, since nothing has changed.

But to the extent that something has changed and that has been included in the order that we received, then the processes that we talked about earlier would consider any new engineering or change in requirements.

Q Would you now refer to your direct testimony on page 16?

A Okay. I'm there.

Q All right. And looking at lines 5 and 6, and again lines 12 and 13.

With respect to the provision of ADSL/HDSL facilities, your statement beginning with, "However, if BellSouth provides HDSL and ADSL facilities," which appears on lines 5 and 6, seems to be contradicted in lines 12 and 13 when you state, "BellSouth does not provide HDSL and ADSL facilities." Could you clarify or rectify the two statements?

A You're exactly correct. There is an error that I'm seeing now for the first time. On line 6, it should say HDSL and ADSL service and not facilities.

What I was trying to do was to draw a distinction between providing ADSL service, for example, and providing an ADSL compatible loop. So if a customer of BellSouth acquires ADSL service, then we provide maintenance and repair in accordance with the terms of the tariff. And if we're talking about an ADSL compatible loop, then we provide maintenance and repair in accordance with the terms of the interconnection agreement.

Q Is there a difference in cost between the two?

A Between ADSL service and an ADSL compatible loop?

Q Right, with the maintenance. Or let me rephrase that.

A Okay. Well, I can try to answer. I think I understand your question.

Q Okay.

A Both the service and the compatible loop obviously have underlying costs related to the maintenance and repair of the loop itself. And I'm certainly not a cost expert, but there are not

discrete price elements for either the service or the ADSL compatible loop. But there are underlying costs for both the service and the unbundled network element.

Q But I guess from an actual maintenance point of view, is there any difference in the maintenance between an ADSL service and a compatible loop?

A Yes, there would be, because for the ADSL service, there are other network elements that BellSouth provides as part of that service. There's the so-called DSLAM, D-S-L-A-M, digital subscriber line access multiplexer. There's the asynchronous transfer mode switch, or the ATM switch, as we call it.

So ADSL service has a number of network piece parts, all of which could break or need repair, that are not included with just the ADSL compatible loop. So the total maintenance or underlying cost for ADSL service would be different from just the ADSL compatible loop, since that's only one part of the overall service.

Q Would there be any differences in maintenance between high and low capacity ADSLs?

Well, let me back up and clarify. Would a

compatible loop be like a low capacity ADSL, or is there a difference?

A I don't know that there is a difference. I've seen those phrases in Mr. Hyde's testimony, but the underlying loop is the same. So I'm not going to go way out on a limb, not being a cost expert, but to say that there's no difference in the underlying maintenance expense to BellSouth whether it handles high speed or low speed ADSL bit rates.

Q Would there be any differences in the maintenance practices between the two facilities, that being high and low capacity ADSL?

A Not to my knowledge, no.

Q For the following question, we're going to turn to page 17 of your direct testimony, looking at lines 12 through 18.

A Yes, I'm there.

Q All right. In the provision of ADSL services for your own customers, does the technical standard of a given loop dictate whether the loop is modified or nonmodified?

A I don't think I could answer that question, because for the service, we don't offer to modify the loop to make it ADSL -- to make ADSL work on it. For example --

Q Well --

A I'm sorry. Go ahead.

Q Well, for your own customers, would you never provide a modified ADSL loop?

A I don't think we do, no, at least I -- I'm pretty sure that in the tariff there's no line item that talks about loop modifications to support ADSL for the tariffed service.

Now, could BellSouth and America On Line strike a deal such that BellSouth would do loop modifications upon request by AOL? Sure. I don't know of such an arrangement, but they could. But I don't know of such arrangements right now.

The loop modifications that we're talking about would be those that we're willing to do upon the request of an ALEC such that that loop could support ADSL service. But for our tariffed service, I don't believe that today we've committed to do loop modifications to make the loop work with ADSL, which we do do for ALECs, you know, as part of our ADSL compatible loop offering.

Q Could you discuss the relationship of the maintenance between the modified and the nonmodified loop?

A Yes. What I'm trying to get -- the point

I'm trying to get across here in that part of my testimony is that, for example, if DeltaCom says, "The loop does not support ADSL the way it is right now. Would you make those modifications," then on a time and materials basis, BellSouth will do that. However, since DeltaCom is kind of calling the shots, BellSouth cannot guarantee that it's going to meet the same technical requirements as if we hadn't made those modifications. That's the only point I'm trying to make here.

Q Would you maintain a nonmodified loop?

A Yes. I mean, most of our loops are nonmodified, and we maintain those.

Q Would you maintain a modified loop?

A Yes, we would. I'm just saying that if you make modifications to it, it may or may not have the same technical characteristics of an unmodified loop. In fact, it will not have. But, yes, we'll provide maintenance on both.

Q And for that reason, you don't guarantee it when it won't maintain the characteristics?

A Well, we're just saying if you want us to make these modifications, we've done something to make it not be the same as we've described in our technical specifications.

Q But you would still maintain it regardless of whether it meets the guarantees?

A Oh, yes.

Q For the next question, I think we're still on page 17, lines 12 through 18.

I'm going to strike that one and move on.

Are the standards prior to an ADSL turn-up BellSouth or ALEC specific? And I think we're talking about the technical standards or the technical reference standards.

A Well, BellSouth generally relies on industry technical references and technical standards. Many of those were produced by Bell Communications Research or Bellcore. They're now called Telcordia. BellSouth has technical specifications for those things that are sort of unique to BellSouth. That is, BellSouth's provision of unbundled loops, the unbundled loops have a BellSouth created technical specification.

By comparison, Bellcore has standards that talk about, you know, the standards for various kinds of loops, not unbundled loops, but just loops in general. So it's kind of a combination of industry standards, many of them written by Bellcore, and in some cases, BellSouth's own internally developed

technical references.

Q Would you say that you look to Bellcore first for the standards, and then if you don't have them, then you would look to your own? .

A That's very often the case, yes. If there are industry standards and we look to those standard bodies first, if they have not yet created a standard, or if we believe that the standard doesn't work in our case, we may come up with our own standard. But our first choice is to adopt industry standards.

Q Mr. Milner, we've heard other witnesses state that IDLC has been provisioned for ALECs in other states in BellSouth's region. Is it your belief that Florida should be provisioned any differently?

A No. To the extent possible, I think that CLECs are better served if BellSouth's processes are the same in all the states that we do business in. DeltaCom certainly operates in a number of BellSouth states, and I believe that DeltaCom would want us to provision loops in Florida as we do in North Carolina or anywhere else.

But from an operational efficiency, both at BellSouth and at the ALEC, my opinion is that we're both better served by having one process that's used everywhere if we can. And the reason for that is that

all the parties can understand the process very thoroughly. You know, unexpected things occur much less frequently, so you derive the greatest efficiency and reliability by having a standard process that you use as widely as you can.

Q So would that mean that if you're currently provisioning something in Georgia now, that you would be willing to provide it in Florida, or would you be able to provide it in Florida?

A Well, that's a different question. You asked me first about our procedures for doing loop cutovers -- well, you didn't say loop cutovers. I think you just said provisioning practices. And I agree that our procedures should be as uniform across all nine states as we can make them.

Q Okay.

A Your second question led me to believe that you were asking me if a Commission in another state had ordered BellSouth to do something, is BellSouth willing to do that in Florida. And the answer to that is not necessarily.

Q Okay. Now we're referring to your direct testimony at page 18, lines 16 through 18.

A Okay.

Q Regarding the SL2 type loop, why is the SL2

type loop the only item for which BellSouth is willing to use best efforts to schedule a conversion date?

A Well, it's not. I was trying to draw a distinction between the SL1 and the SL2. For SL2s, the ALEC pays for and gets a lot more coordination than the ALEC would get by ordering SL1 loops. But to the extent that BellSouth is able to recover its costs by doing all that coordination, we think that's the right thing to do.

So here I was just trying to say that for SL2s, we schedule specific dates and times, and we coordinate that as well as we can prior to that conversion.

Q Okay. Does the agreement that ITC and BellSouth currently operate under provide coordination 48 hours prior to the due date of a UNE conversion?

A I would have to go back and read the -- I would have to go back and read the specific language in the interconnection agreement. I don't know.

Q Well, let's say if it did provide that, would there be any reason why it shouldn't continue on to the new agreement?

A No, consistent with the notion that BellSouth would recover its cost for coordination activities, which we do for SL2s, but don't for SL1s.

So let me answer it a different way. I'm in favor of coordination between BellSouth and DeltaCom. But coordination takes time, and time equals money, so BellSouth believes that it's entitled to recover those costs. It has built a mechanism for SL2s under which it can do that, but not for SL1. So my basic belief is that DeltaCom's language is too broad at present, and I would read it to impose a 48-hour requirement on all UNEs, which I don't believe is the right thing to do.

Q Do you know if BellSouth currently provides any type of coordination that ITC is requesting to any other ALEC?

A No, other than the SL2 coordination that I just mentioned.

Q And you provide that to all ALECs?

A Yes.

Q Could you refer to BellSouth's Prehearing Statement? Do you have a copy of that?

A I don't think I have that with me. Let me look.

I do not have a copy of that.

Q Okay. Let me see if I can read you the portion we're referring to. Hold on just a second.

Okay. BellSouth's position under Issue

3(b), which deals with parity of access to numbering resources, the position statement here is, "BellSouth is fulfilling its duties under 47 U.S.C. 251(b)(2) and (b)(3) with respect to providing number portability and dialing parity. BellSouth should not be required to provide access to numbering resources, since BellSouth has not been the NANPA since August 14, 1998."

My question is, do facilities-based ALECs have any form of access to BellSouth's numbering resources?

A Yes. Perhaps this is a question that Mr. Pate can answer more fully. But my understanding is that at least through BellSouth's OSS interface referred to as LENS, L-E-N-S, local exchange navigation system, that in the preordering mode, an ALEC can access various databases that BellSouth uses, one of which shows the availability of certain telephone numbers.

Q And you're saying they use the LENS now?

A That's one way. There may be others. I'm certainly not an OSS expert. But I have seen LENS demonstrations that show how ALECs can query the database to determine if certain telephone numbers are available or not, which is the same databases that

BellSouth's service reps go to to determine the same information.

Q Do you know whether access to BellSouth's numbering resources is the same for the resale ALECs versus the ALECs that have interconnection agreements?

A Yes, it would be, because that same LENS interface that I mentioned is available to ALECs who do business on a resale basis as well.

Q Is access to numbering resources the same as providing numbering portability or dialing parity?

A I don't believe it to be, no.

Q And could you explain the differences?

A Well, let me start with dialing parity. Dialing parity just says that customers would dial the same digits to reach a given destination, be it another customer in the same local calling area or an interexchange carrier, using the same number of digits, the same quantity of digits, rather, and without things like access codes and second dial tones and that sort of thing.

So if we're talking about dialing parity, we're talking about parity in the manner in which a customer places a call, that is, the number of digits dialed, which digits, are there special characters or access codes that are required for, say, DeltaCom's

customers, but not BellSouth's. BellSouth believes that it's providing dialing parity and has all along, because we don't impose special characters or extra digits or anything like that.

Number porting is a different topic still, and that is mechanisms by which an end user customer can change having its service provided by BellSouth to an ALEC, or conversely, moving from an ALEC to BellSouth, without having to change telephone numbers.

My understanding of DeltaCom's issue was knowing certain NPA/NXX codes, and maybe even further than that, within a given NPA/NXX code, the availability of certain specific telephone numbers that are either available or not available for assignment. So I'm drawing a distinction between access to numbering resources, that is, just the NPA codes and the NXX codes and the individual telephone numbers, from dialing parity and from number portability.

MS. CALDWELL: We're going to take just a quick break for the court reporter.

MR. CARVER: We've been at this a little bit over an hour, so if we're going to take a break, why don't we go ahead and make it maybe a

five- or ten-minute one.

MS. CALDWELL: That sounds real good.

(Short recess.)

BY MS. CALDWELL:

Q Are you familiar with the FCC LNP order that ITC refers to its Prehearing Statement at Issue No. 21?

A Generally, yes.

Q Okay. What do you understand by the term "minimum impairment of quality standard"?

A I'll give you a lay definition of that. That number porting should be accomplished without noticeable impairment of service to the end user customer, that service is generally as good, consistent with technical capabilities, as it was when the customer was served by another service provider.

Q How would you define noticeable?

A I would say that that is perceptible in the end user customer's view.

Q Would that be perceptible and persistent, or just like a one-time thing?

A Well, I would say it was both perceptible and meaningful to the end user customer, that they could discern -- there was a discernible difference, and that that difference had some meaning to them.

Q Okay. In BellSouth's Prehearing Statement in Issue 21, it states that BellSouth will agree to some language in connection with disconnect orders.

A Yes.

Q Has ITC proffered any language in conjunction with its proposed time frames?

A Yes. It offered some time frames that BellSouth is not willing to commit to. What BellSouth is willing to do is to state that we'll use our best efforts to meet certain time commitments. But we believe that we don't have enough practical experience with LNP at this point to be able to commit in any binding kind of fashion to specific time intervals.

Now, this issue, by the way, started out as being, you know, will BellSouth confirm that it will port all the numbers at a given time, that is, that we'll disconnect all the individual lines at once, and we've committed to that. Our objection is that DeltaCom has broadened the issue somewhat by saying, "Okay. Disconnect them all at one time, and now do that within these time frames," which we don't believe are appropriate.

Q And the reason you don't believe they're appropriate is because of the inexperience by BellSouth with the LNP capable?

A Not only by BellSouth, but DeltaCom as well. The LNP process itself is pretty complicated, and really there's three parties if you include the Number Portability Administration Center, the NPAC, N-P-A-C.

So given the amount of coordination that's required, what we've said is that we will strive to meet certain time intervals, but we cannot commit to those, because in a lot of cases, events outside either BellSouth's control or DeltaCom's control might mean that those intervals are not met.

Q Does BellSouth have any time frames in its existing LNP cutover procedures?

A No. What we do have is a process flow that shows all the work steps and the order within which they are performed, and it also talks about error checking and some things like that. But those flows do not show specific work times for each of those steps or the entire flow.

Basically what BellSouth has said is that at the time that BellSouth receives a message called an activate message, which really means that most of the work has been done, and now it's time to actually activate the porting, we've said that we will strive to update our database within 15 minutes. And we've

also said that if we get that notification, that activate message before noon, that we'll complete the disconnect orders that day, and if we receive that activate message after noon, then we'll complete the disconnect orders the following day. So those are goals that we will strive for. But again, there are so many things that are outside our direct control that we cannot commit to those.

Q And has BellSouth proposed this as alternative language to ITC^DeltaCom?

A That's my understanding. I haven't seen the formal language that might have been written and shared between the two parties, but that's my understanding.

Q Are you familiar with Issue No. 29 in the Prehearing Order?

A Yes.

Q Okay. I can read the issue to you or --

A I understand the issue, yes.

Q Okay. Is it your opinion that ITC is seeking to reserve facilities within Issue 29?

A I believe that's what it amounts to. There's not a formal reservation process, but my understanding of what DeltaCom is requesting is that following our working a disconnect order on their

behalf, they're really saying, "BellSouth, don't use those facilities for any reason for 48 hours in case we need to reuse them." So it's not a formal reservation, but it has that effect.

And our opposition is based on the fact that these mechanized processes that I referred to earlier presume that once a disconnect order has been entered into the system, those facilities immediately are available for reuse. And as you might imagine, in a high growth area or an area where loop facilities are short -- I don't mean short in distance, but there's not an abundant supply of those -- the loop or parts of the loop would need to be reused almost immediately.

So we've said we'll make our best effort to reconnect service within 48 hours. However, we can't commit in every case to have facilities sitting around just in case DeltaCom wants to reuse those facilities.

Q Could you explain to me what BellSouth does for its own self as far as when there's a disconnect for its own facilities?

A It's exactly the same. Once the disconnect order is worked, those mechanized process assume those facilities are available for some other use, and the systems all have to vie for that loop or parts of that

loop as needed to fulfill other orders.

Q All right. Turning to page 20 of your direct testimony --

A Yes, I'm there.

Q And I'm looking at lines 11 through 13. You state, "As a practical matter, once a UNE facility has been disconnected for any reason, that facility is subject to immediate reuse." Would you please explain what you mean by that?

A Yes. And that's what I alluded to a moment ago. When orders are completed, a notice is sent back to those electronic systems, those mechanizations, that says the disconnect work is done, and some or all of those facilities are available for reuse. So the process of completing the disconnect order causes the mechanizations to realize that the inventory situation has changed and that this facility that was providing customer service a moment ago is now available for reuse.

Q And how much time would you say lapses between the actual disconnect and when it goes back into the system for reuse?

A Moment, minutes. It's almost immediate. These are computer programs that we're talking about. So as soon as the disconnect order is recognized, then

the inventory systems respond to those disconnect orders and update their bases.

Q Now, when you disconnect, is there any maintenance of soft dial tone?

A Well, in the case of a loop that was used by one of our retail customers and then that customer disconnects, moves, or whatever, then, yes. We change translations in the switch, in the BellSouth switch to play out what some call a soft dial tone message if someone picks up the phone or plugs a phone into that loop.

But that's one of the uses that I'm talking about. That's part of the provisioning process. And in that case, that loop would not become immediately available for reuse because, as far as the inventory systems are concerned, it's got soft dial tone messages on it. If that's the only loop that's available and an ALEC wanted to use that loop, then we would make it available.

What we're talking about in DeltaCom's case is where they already have a customer, and let's say that customer is provided service in part over an unbundled loop that DeltaCom gets from BellSouth, and DeltaCom for some reason sends a disconnect order to BellSouth and BellSouth works that order, and then

DeltaCom says, "Woops, I didn't mean to do that. Can you put them back?" That's where the problem may arise. It doesn't in every case, but it may arise if that loop has already been reused for some other customer at that same location, or one part of that loop has been reused, let's say the loop feeder, which is that part that's closest to the central office.

Q Would you have the capability of providing soft dial tone for, let's say, ITC^DeltaCom?

A No, because the soft dial tone comes from the switch, and -- well, the answer to your question is yes. If DeltaCom is reselling BellSouth's service, then the answer is yes. But on a facility basis, if all that DeltaCom is using from BellSouth is the loop, then the soft dial tone message would come not from the BellSouth switch, but from DeltaCom's switch. And in that case, DeltaCom would continue to pay for the unbundled loop because it's still in use while DeltaCom is still attached to their switch.

Q All right. On page 20, line 19 of your direct testimony, you refer to unusual situations.

A Yes.

Q Could you explain what might constitute an unusual situation?

A Well, the unusual situation would be a

disconnect in error, for example, where DeltaCom sent an order to BellSouth, BellSouth worked the order, and then DeltaCom realized that that's not what they really meant to do, or DeltaCom might have sent inaccurate information to BellSouth on which loop to disconnect, something of that nature.

Q Do you know whether this over the course of the past two years has happened very often?

A I'm not sure how often. Disconnects in error, unfortunately, are something that have been around for quite a long while. Customers sometimes change their minds at the last minute and say, "I've decided not to disconnect that line after all," and the service provisioning process be too far along to stop things in progress. That's another thing that might be an unusual circumstance.

But, yes, this is kind of a longstanding problem, disconnects in error, customers changing their minds at the last moment, you know, things like that.

Q Have you experienced this with ITC^DeltaCom in the past then?

A I'm sure we probably have, and we experience it in BellSouth's retail operations every day.

Q Okay. Are you familiar with the Public Service Commission's order -- I think it's PSC-98-0604.

A Generally, yes.

Q All right. Are you familiar with the elements that go into determining the application fee?

A Are we talking about collocation now?

Q Yes.

A Yes.

Q All right. The application fee is the accumulation of man-hours in determining collocation availability, et cetera. Why does BellSouth believe that the man-hours required would not be significantly lessened based on the language in the FCC Order 99-48, particularly in Paragraphs 40 and 41? And I may have to go back kind of and -- do you have that order with you?

A I've got the Florida order that you mentioned. And you mentioned the FCC's order in which paragraph? Forty-one?

Q 99-48, Paragraphs 40 and 41.

A Okay. Give me just a moment.

Q Okay.

A Okay. I've got the FCC's order and Order 98-0604.

Especially paragraph 40 talks about new styles of collocation, if you will, and says down towards the last part of that, "We require incumbent LECs to make each of the arrangements outlined below available to competitors as soon as possible without waiting until a competing carrier requests a particular arrangement."

My reading of that is that the FCC was talking to specific types of collocation, cageless collocation, shared collocation, adjacent collocation, which I think is referred as controlled environment vaults, and the like.

So in Paragraph 40, I think they're talking fairly generally. It says we want you to make these styles of collocation available now. We don't want you to wait for a CLEC, or an ALEC, rather, to request caged -- physical collocation sharing, for example. We don't want you to wait until they ask you for that for you to begin the work to figure out what it takes, and if there's new contract language, and that sort of thing.

And BellSouth has complied with that. BellSouth believes it has provided all the styles of collocation that the FCC's Order 99-48 requires.

Q All right. Are you --

A Let me just add one more thing.

Q Okay.

A The application fees that we're talking about in the Florida order are arrangement specific. So while the FCC talks about collocation types, caged, cageless, adjacent, or whatever, the rates in the Florida order for application processing are application specific, that is, in the Miami Red Road central office, I need this amount of square footage, is it available, what will it cost, and that sort of thing.

So the application fees are arrangement specific. The FCC's rules talk about the types of collocation arrangements that must be made available. So I don't see necessarily a conflict between the two.

Q All right. Because of the language in Paragraph 40 that you read to me, would you not say that -- or would you agree that the work that has to be done for an application fee, would that necessarily have to be done beforehand, before the application was requested?

A No. It can't be done then, and here's why. The application fee that we're talking about here is a direct response to a collocator's request

for a specific central office, a specific amount of space, at a specific time, and for specific kinds of of equipment. You can't know all of those things beforehand and provision space accordingly. So you can't do all that kind of work in advance of receiving the application.

Instead, this application processing fee says, I'm taking your requirements into consideration, collocator, and I'm going to look at the availability of space, find out what kind of work has to be done, and offer you in response a price and a time by which that work can be done.

Q But can any of that inventory of what you have at the central offices be done so that when you have an application, you don't have to start from ground zero, that would mitigate some of the cost for the application fee?

A No. In fact, we do a lot of the work -- in fact, all of the work that we can do up front we do. You might be aware that another part of the FCC's rules in 99-48 requires an incumbent like BellSouth to respond to an applicant within 10 days and say, yes, there's space available or not. BellSouth has already done considerable work to determine how much space is available in each of its central offices. That kind

of work can go on.

What can't go on is assessing how much power is going to be required, how much heating and cooling is required, things of that nature, until you get a specific request.

So two parts. Yes, we do as much of that work up front as we can before receiving a specific application, but there are just certain things we can't do until we receive a specific application. And that's my understanding of what these fees are to recover the cost of, is the specific planning work that's done to respond to a given applicant's request.

Q Because the FCC requires it to be sort of type specific, being cageless or noncageless, would it be fair to assess the same application fee for a cageless to a noncageless application fee?

A Yes. And the reason for that is that all of the work is the same. The work is the same for caged versus cageless, with the only exception being the cost and the construction of the cage itself. The big, long lead time items for collocation are not building the cage, but rather getting the power supply, getting cables extended to the space, heating and cooling, aisle lighting, if there's asbestos that needs to be removed, getting that work taken care of,

the permitting process, all of these things.

So the only difference between the two is the construction of the cage. But all of the other work steps are the same whether it's caged or not.

Q Now, does the application fee include the cost of determining space availability?

A Well, yes and no. As I mentioned earlier, BellSouth determines beforehand the total amount of space in a given central office. Then during the application process, it matches up that space to what the collocator has requested. So the answer is yes and no. Yes, we do it at a gross level. We need the application to help us fine-tune that, to find out exactly what amount of space and in what shape and that sort of thing, a given collocator's request.

Q I think I'm little confused here, and I would like you to -- to your knowledge, what is -- the application fee in Commission Order 98-0604, what all is entailed that they're paying for in the application fee?

A Okay. Again, I'll caution everybody listening that I'm not a cost expert, but I'll give you my understanding of what's in there.

The nonrecurring rate in the order that I'm looking at says that that rate is $3,248.

Q Right.

A That is for the processing of the application. And there are a number of different work steps involved in that. But that roughly $3,000 is to recover BellSouth's cost for determining these things, determining the adequacy of the power supplies that are already there, determining the adequacy of the heating, ventilation, and air conditioning, determining how much additional aisle lighting might be required, whether new cable racking is required, you know, ladders that are in aisles of the central office. So it's all geared towards determining how long is it going to take and what will it cost to provide a collocation arrangement of an adequate size to accommodate the amount of equipment that the collocator has said that they want to put in there.

For example, the collocator will say I'm going to have this many bays of equipment. That, for example, is used to determine how much drain there will be on the power supply to make sure that not only the batteries are sufficient, but that even the backup generator is large enough to handle that equipment if commercial power is lost for some reason.

So it's all of those things, looking in that specific central office at what it will take to

accommodate that amount of equipment for the collocator.

Q All right. Also, since we're looking at the same page, right below the application fee is a space preparation, and the nonrecurring rates are on an individual case basis, ICB.

A Yes.

Q Do you know what would go on in the space preparation?

A Yes. The actual space preparation would be fulfilling the provisioning of those things that I just named, heating and air conditioning; extending power supplies, that is, ground bars; power feeds, that is, the cables themselves; cable racking, which are the overhead supports for cable to get to and from that place. It includes some project management expense, lighting, ladders, and any extraordinary modifications, as I mentioned, asbestos or hazardous material abatement in some cases, compliance with Americans with Disabilities Act requirements. So all of those things generally go into space preparation.

Q Okay. Now, also earlier you said that in in complying with FCC Order 99-48 where they require LECs to make arrangements or incumbent LECs to make each of the arrangements outlined below, that you did

sort of an overall inventory of available space. Do you know where you recover your costs for doing that type of inventory?

A Gee. No, I don't know.

Q Okay. Do you know if -- will you be conducting or have you conducted a total analysis of all your available space, and if so, would it be available in a report?

A It is in progress. I don't know if we have finished that analysis in all the nine states that BellSouth does business. I want to say that that information is on our Internet Web site. I would have to check on that, but I'm fairly sure that it's already available at our Internet site.

Q Okay.

A But I'm also fairly sure that we've not completed that analysis in every single one of our central offices. We have some 1,600 or so across our nine states, so that work is still in progress.

Q Once that inventory is complete, will the application fee be reduced?

A No. I don't believe the application fee includes that work to start with. You asked me a moment ago, you know, did we have a mechanism for recovering that cost. I don't know of such a means,

and I don't know even if we plan to recover that cost. When I looked at the piece parts of processing the application fee, that work was not in there. So that may be just some work that BellSouth is not planning -- the cost of which BellSouth is not planning to recover from collocators.

So, no, once that work is done, it would have no bearing on the application fee itself.

MS. CALDWELL: I'm looking over my notes now to make sure I've got everything.

Mr. Milner, that's all the questions that I have. Thank you very much.

THE WITNESS: Thank you.

EXAMINATION

BY MR. ADELMAN:

Q Mr. Milner, this is David Adelman representing ITC^DeltaCom. How are you?

A Good morning -- good afternoon, sir. I'm fine, thank you.

Q Almost good evening.

A Almost.

Q Can you hear me all right? I can move closer to the speaker.

A No, I can hear you fine.

Q Great. I would like to go to a topic that

you discussed towards the very end of your discussion with Ms. Caldwell, the issue of disconnections in error. Do you recall that discussion?

A Yes, yes.

Q And you said that is a longstanding problem; is that right?

A Yes.

Q And you gave a couple of examples, and in both of your examples, ITC^DeltaCom made the error. Do you remember that?

A Those were the examples I used, but those are not the only cases.

Q All right. There are also cases where BellSouth makes the error; right?

A Yes, there sure could be.

Q And sometimes the customer is in error; right?

A Absolutely.

Q You also talked with Ms. Caldwell about missed due dates. Missed cutover dates I think is what you were referring to. Do you remember that?

A Yes.

Q And you talked about the costs of labor. Do you recall that discussion?

A Yes.

Q And you indicated to Ms. Caldwell that where ITC^DeltaCom might make a mistake and cause a due date to be missed in such a way so that BellSouth incurs labor costs, BellSouth currently does not seek recovery of those costs from ITC^DeltaCom. Is my understanding correct?

A That's a correct understanding of my understanding, but I keep saying I'm not a cost expert. That's fair.

Q Okay. Do you know whether ITC^DeltaCom has proposed a reciprocal situation whereby if ITC^DeltaCom caused BellSouth to incur labor costs, ITC^DeltaCom would reimburse or pay BellSouth for those labor costs, and the corollary being, of course, where BellSouth caused ITC^DeltaCom labor costs, the payment would go from BellSouth to ITC^DeltaCom? I know that's kind of a mouthful. Do you understand my question?

A Yes, I understand. And, yes, I've heard those discussions in the context of maintenance activities, maintenance or repair, specifically where during trouble isolation either it's unclear as to whose network needs repair, that is, BellSouth's or DeltaCom's, and in some cases, dispatches are made in error, in other words, BellSouth says, "No, DeltaCom,

the problem is yours," and then it's later determined to be BellSouth's problem. I understand those discussions in the context of maintenance activities, but I haven't heard it in the context of provisioning activities.

Q Okay. Fair enough. Well, let's talk about it in the context of provisioning activities here. Do you think it would be reasonable for there to be an arrangement whereby payments for costs of labor associated with missed cutovers dates are reciprocal, inasmuch as where BellSouth is the cost causer, it must pay ITC^DeltaCom, and where ITC^DeltaCom is the cost causer, ITC&DeltaCom must pay BellSouth. Does that sound reasonable to you?

A Well, I don't really have an opinion on that. I think Mr. Varner has an issue very much like this one or maybe even the same issue. I believe his -- is his deposition tomorrow? He might be a better witness to ask than I.

Q Well, I appreciate that, and I will ask him this, but I also would like your opinion.

MR. CARVER: I object. He has already said he doesn't have an opinion.

MR. ADELMAN: Excuse me?

MR. CARVER: He has already said that he

does not have an opinion.

BY MR. ADELMAN:

Q Well, would you like some time to think about it? If you had a minute to think about it, Mr. Milner, would you be able to form an opinion?

A No, because I couldn't in a minute determine all the factors that ought to weigh on arriving at a position one way or the other. I couldn't sit here in a minute or probably a hour and decide, you know, have I carefully evaluated all the pros and cons of adopting one position versus another.

Q Okay. But you do understand my question was whether that sounded reasonable? You agree with that?

A Yes.

Q Okay. Fair enough.

With regard to cageless collocation, we've talked about a piece of -- a facility or a piece of equipment called an equipment rack. You're familiar with that piece of equipment; correct?

A Yes. Let me just make sure we're talking about the same thing. Sometimes a rack is also referred to as a bay, which would be one piece of supporting structure that may house a number of different individual components of equipment, but

generally speaking, a piece of framework that's roughly two feet wide.

Q Okay. I asked Ms. Caldwell questions about this this morning, and she said you would be a better person to describe this to me.

A Okay. I'm just trying to be specific, because there are so many uses of the terms "rack" and "bay" that I wanted to make it real clear that we're talking about the same thing.

Q Okay. First of all, you use rack and bay as synonyms?

A Yes.

Q And the way I visualize this, it's metal shelving. Is that fair?

A Yes. It's the uprights, the metal uprights to which individual shelves of equipment are physically attached.

Q Okay. Would you accept, subject to check, that Ms. Caldwell is sponsoring a cost study which assesses the cost of these metal racks at about $25 a month? Does that sound right?

A I would have no idea.

Q Okay. Fair enough.

Now, you are familiar with BellSouth's policies for installation of these bays; correct?

A Do you mean in the context of collocation, or just in general installation of racks and bays?

Q Well, let's start off with in general. Are you familiar with BellSouth's policies for installation of racks and bays in general? And what I'm talking about is how BellSouth goes about making a decision to install this metal shelving.

A Yes, absolutely.

Q And it's my understanding that BellSouth forecasts its equipment needs for each central office and installs racks consistent with those forecasts. Is that correct?

A That's close.

Q Okay. Why don't you --

A Let me clarify. Yes, BellSouth forecasts its equipment needs into the future, generally on, let's say, a two-year planning horizon, and makes arrangements with equipment vendors to provide the right amount of equipment at the right time and the right place. And the clarification I wanted to make is that in some cases, the rack and the equipment that goes on the rack are installed at the same time. In other cases, racking is placed in advance of the actual equipment being provided, and that's for a number of good reasons. There are about -- I don't

know. Let's say five different technical reasons why space would be laid out, and the accompanying racks, in a certain manner.

So in some cases, yes, the racks are provided in advance of the equipment, and in other cases they're provided at the same time.

Q Okay. And we're going to get to your five reasons in just a minute. Just so I understand, though, sometimes the racks are simultaneously installed with the equipment, and other times the racks are there in advance of the equipment based on a two-year forecast; is that correct?

A Yes.

Q Okay. And with regard to cageless collocation, you understand that the FCC's Advanced Services Order allows ALECs to request space in BellSouth's central offices to establish cageless collocation sites; correct?

A Yes.

Q And my question, my specific question is, can ALECs establish a cageless collocation arrangement in a place in the central office where BellSouth has placed racks in advance of equipment based on your two-year forecast?

A Let me make sure I understand your

question. I think the answer to your question is no. Let me explain why.

If BellSouth has already placed those racks in anticipation of installing the equipment, let's say within the two-year horizon, then that space, the floor space underneath those racks is no longer availability, because it's no longer unused. And I think the words in the FCC's order is says that collocators can place their equipment in unused space. That would not be an unused space.

Now, if that's the only space that's available in the central office, and BellSouth doesn't need it, but a collocator does, then BellSouth has agreed to relinquish that space. Likewise, BellSouth believes that the doctrine of fairness would require that space that other service providers might have that they don't use likewise be relinquished if it could be put to better use by someone else.

Q So, for example, if -- and I know this is hypothetical, but sometimes central offices have more than one floor; correct?

A Yes.

Q And there could be a floor that is filled half with BellSouth equipment and half with empty racks, and there could be another floor in the same

central office where there's nothing, just open boxes, or open space. Excuse me.

A Okay.

Q Are you with me in the hypothetical?

A Yes.

Q In your hypothetical, an ALEC could request cageless collocation, and your policy is that the only space available for the cageless collocation would be on the empty floor. In other words, the cageless collocation could not occur in the half of the floor that is taken up by empty metal shelves; is that correct?

A Yes. But let me hasten to add that having a half a floor of racks with no equipment in it is an extremely unlikely scenario. I'm just arguing with your hypothetical, because there's a cost associated with those racks, not only the material cost, but the installation cost as well.

But in answer to your question, yes, if BellSouth has racks installed, even though there's not equipment in those racks yet, but there is empty space elsewhere in that building, then BellSouth believes the right place for the collocator's equipment is in that empty space. And the reason for that is these five factors that I alluded to earlier.

Q All right. Now is your turn. Give me your five factors for placing the empty metal shelves in the office.

A Well, they're not factors for placing empty metal shelves. They're factors that influence consideration of where a collocator's equipment should be placed, and they're all technical factors, and they are these things:

The first factor relates to overall cable lengths. BellSouth believes that certain kinds of equipment need to be grouped together, that is, physically located together, for a couple of different reasons. There is cable congestion concerns. If you've been in central offices, and I know you have, there are concerns about the overhead cable troughs and trays being congested, and that has to be carefully managed. So the first consideration is managing overall cable length and cable layouts.

The second factor is that there are requirements that certain equipment be located within X number of feet of each other. For example, certain high speed processors, the vendors dictate that these components be not over a certain distance apart from each other, or they don't work well.

The third factor is that equipment is

logically grouped into what I refer to as families of equipment, and those families might be switching equipment, and a different family might be transmission equipment.

The reason for that grouping is that those various families of equipment require different ground sources. Transmission equipment has one kind of ground source. Switching equipment is much more sensitive, and it requires a different ground source called isolated grounding.

By placing that equipment into families, then at some future point when you retire a switch, for example, you can recover a bigger block of space than you could if that switch was scattered over a number of different floors or in different parts of one floor. That is, you get a whole big block of floor space back rather than a few feet over here and a few more feet over there.

The fourth factor that I talked about about the grounding I won't cover again.

And then lastly is that what you have called these empty racks have also been referred to a holes, h-o-l-e-s, in the lineup, that is, places where logical growth would have a switch grow in a certain direction and transmission equipment in adjacent

space, and that sort of thing.

So there are a number of technical factors, all of which need to be considered for the optimal placement of equipment within the central office, not only BellSouth's, but collocators' equipment as well.

Q Okay. You sounded like you were reading from something. Are you reading that, or is that out of memory?

A It's both. It's my recollection of an ex parte that I gave to the FCC, and that was later put in letter form to the FCC.

Q In addition to the ex parte that you've provided to the FCC, is there any sort of technical document or engineering guidelines that govern the placements of empty bays?

A Well, no, there's not going to be -- well, maybe it sounds like I'm quibbling. I'm not trying to. Empty bays are not intended to be empty forever. They are places where equipment will be installed at a certain point in time.

So, yes, there are guidelines, from the vendors for the most part, that say that when you're laying out the expansion plans of a switch, for example, that the central processors be put together in this fashion and room left for the next cabinet of

central processors, and the line equipment would be placed in a certain place and room left for expansion in those, all of which is meant to satisfy those five technical requirements that we just talked about.

Q Okay.

A So the vendors of the equipment lay out those, their understanding of how equipment must be placed together to operate well.

Q Now, with regard to the two-year forecast, that is not a function of vendor requirements. That's BellSouth's engineering plan; correct?

A That's right. And that two-year horizon is an attempt to balance the cost of installing equipment and minimizing the cost of outlays for equipment now and in the future versus possible service disruption caused by being in an installation mode all the time in the central office.

So, yes, the two-year horizon, that's a fairly common practice in the industry. I doubt you'll find that codified anywhere, but that's a fairly standard practice.

MR. ADELMAN: Diana, before I move to the next subject, I guess I'll ask your assistance on this. He has referred to a document that was filed at the FCC, and I was wondering if you

could assist me in what the vehicle might be to obtain a copy as part of discovery. Could I just make a request of the witness here, and if he consented, call that a deposition exhibit?

MS. CALDWELL: We can try it that way and see if they object.

MR. ADELMAN: Mr. Milner and Phil, did you hear that discussion?

MR. CARVER: That basically you want to ask for a deposition exhibit rather than using more formal discovery procedures?

MR. ADELMAN: Yes, I guess that's one way of putting it. We have had several deposition exhibits requested over the last couple of days. And it sounds like the ex parte presentation or letter to the FCC covering this issue might be readily available to BellSouth, and I was hoping if it's in the room with you -- I don't know if it is or not -- it could be marked and served. Is it in the room with you?

MR. CARVER: Well, why don't I do this. Let me go off the record for a moment, and I'll talk to the witness, and I'll get back to you in a minute or two.

MR. ADELMAN: Do you want to do that right

now?

MR. CARVER: Yes.

MR. ADELMAN: Sure.

(Short recess.)

MR. CARVER: Okay. We're back. Yes, Mr. Milner does have the letter here with him. And I guess we'll have to talk about how to accomplish this logistically, but we have no objection to providing it as an exhibit to the deposition.

MR. ADELMAN: Well, how lengthy is it, Phil?

MR. CARVER: Not very. It looks like it's about four pages.

MR. ADELMAN: Oh, great. Maybe you can just write by hand in the corner -- how would you like to mark it, Diana? Deposition Exhibit 1, Milner?

MS. CALDWELL: Let's put Deposition Exhibit -- Mr. Milner, what are your initials?

THE WITNESS: WKM.

MS. CALDWELL: WKM-1. And then if you could just --

MR. ADELMAN: He can fax it to you, Diana, and you can hand it to the court reporter.

MS. CALDWELL: Yes. Is it possible to fax it to us?

MR. CARVER: Do you want it right now?

MR. ADELMAN: Well, no, at the conclusion of the deposition is fine.

MS. CALDWELL: Because I'll need you to also fax me a copy of the affidavit that was signed by the notary.

MR. CARVER: Okay.

MS. CALDWELL: So why don't we do it at the conclusion of this, and then I can get a copy to the court reporter.

MR. ADELMAN: Does that work, Phil?

MR. CARVER: Yes, that's fine.

MS. CALDWELL: And I'll get you my fax number, if I can remember it. Let me give you it. It's 850/413-6176.

MR. CARVER: All right.

MR. ADELMAN: Thank you, Phil. Thank you, Mr. Milner.

(Deposition Exhibit WKM-1 identified.)

BY MS. CALDWELL:

Q With regard to the timing of collocation, first of all, you are aware in this docket that counsel for BellSouth has requested that you adopt the

testimony of Witness Thierry. Are you aware of that, Mr. Milner?

A Yes.

Q Okay. Are you prepared to talk about Mr. Thierry's testimony today?

A I thought I had been, but, yes.

Q Okay. Very good.

With regard to the timing and the interval of provisioning cageless collocation, it's my understanding that once an application is filed that BellSouth can take up to 30 days to respond; is that correct?

A Yes.

Q And then the timing allows an ALEC to take -- what is it? Ten days to get back to BellSouth?

A No, another 30 days.

Q Another 30 days. Okay. Well, let's assume that the ALEC is very sure that it wants the cageless collocation, so they get back the very next day. Are you with me?

A Yes.

Q Now, they accept -- the application now is accepted. What is the maximum time -- well, what's the next event, and what's the maximum time in which the next event must occur?

A Well, the next event would be what we call a joint planning meeting that would happen after the collocator sends to BellSouth its bona fide firm order. And that's where the parties get together and work all the -- you know, work out any remaining issues about what the configuration might be. And that's supposed to take place within 15 days after the bona fide firm order has been sent back.

Q Okay. And again, for our example, the bona fide firm order was sent back immediately by the ALEC, so we're now 45 days from the date the application was filed.

A That's right.

Q And the conference occurs. Then what's the next event, and when must that event occur?

A Well, let me clarify one thing. That joint planning meeting occurs at the fifteenth day, but other activities have already commenced. In other words, the day that the collocator sends its bona fide firm order back to BellSouth, that triggers -- you know, that begins the provisioning process.

Q Okay. I understand. And I don't mean to imply that you're not doing anything during this time.

What is the next milestone event? Knowing that this is a continuous process, what would you

characterize as the next milestone event after the joint planning conference?

A Well, then all the provisioning steps that were identified in that first 30 days, the 30 days that BellSouth had to review the collocator's request and determine what additions to heating and air conditioning, all those things that we talked about earlier -- collectively I'll call those provisioning steps. Those things are underway and working towards completion.

Q Okay. When must those be completed? What's the maximum time in which those must be completed?

A Well, they are what they are. There are times at which -- if it's going to take longer than, I believe, 90 days in Florida, then notification to the Commission is appropriate. But those time frames are individually determined, so there's not necessarily a maximum. But BellSouth's objective is to complete all those provisioning steps as soon as it can.

Q Okay. And I appreciate that.

So if it's going to take 89, or let's say right at 90 days, then no notice is required to the Florida PSC. Is that what I heard you say?

A That's my understanding, yes.

Q So it can take up to 90 days without any notice?

A Right. Well, other than the original notice that was worked out with BellSouth's original response and the time frames that were worked out at the joint planning meeting, yes. So that was notice.

Q Okay. And once all the provisioning is accomplished -- and let's just assume for a hypothetical that BellSouth needs and takes the maximum amount of time short of a Florida PSC notice, so they take 90 days. Is there anything that has to occur after that, or is that it? Is the cageless collocation arrangement now in place, assuming, of course, the ALEC has done its part?

A Yes, it is. And there's a couple of other steps necessary. One, the collocator formally walks through the space and verifies that it is what it expected it to be, that it's consistent with its application and the response that BellSouth gave it. So, yes, there are some other functions like that, just to say yes, this is what I ordered, and you gave me what I ordered.

Q Okay. So I guess -- does the collocator have to make an appointment to do the verification walk-through?

A No, that's worked out between the parties. BellSouth, as it approaches the completion of the provisioning interval, notifies the CLEC, and they negotiate a time that that walk-through can be conducted.

Q Okay. But the walk-through occurs after the equipment is fully provisioned, because the purpose of the walk-through obviously is to verify that --

A That's right. That's like a final acceptance.

Now, there's also a provision that the collocator can get into that space earlier than that final end point if the collocator agrees to sign a waiver of liability. And in that case, when the provisioning steps have progressed to the point that the collocator can have its vendors come in and start doing the work, then those things are done in parallel. Work is still going on on the cageless arrangement, but work is sufficiently far along that the collocator can begin doing some of its work steps rather than waiting until that last day of the provisioning cycle to get started.

Q Okay. Fair enough. I understand.

But let's assume that the collocator

doesn't sign the waiver of liability, at least just for this example. It want to understand the time. It's 30 days for an application, plus one day for the ALEC to submit the -- what did you call it? The final order?

A The bona fide firm order.

Q The bona fide firm order. Then there's 15 days allowed to get the joint planning conference in place.

A Well, that's included in the 90 days, let's say.

Q Well, is it included in the 90 days or not?

A Yes, it is. It is.

Q Okay.

A It occurs on the fifteenth day of the provisioning cycle, but it's included in the provisioning cycle.

Q Okay. So just so I understand, if the application takes 30 days and the ALEC submits the bona fide firm order on the very next day, then you have 90 days -- BellSouth has 90 days to fully provision the equipment, absent a notification to the Florida PSC that it will exceed the 90 days; is that right?

A That's right, yes.

Q So the 15 days for the joint conference happens within the 90 days.

A Yes.

Q So let's assume that the joint conference happens on the last day. In essence, then you have 75 more days to provision, is that correct, 90 minus 15?

A Sure.

Q Okay. So it's a total -- and let's assume the verification happens the very next day, so it's a total of 122 days. Does your math match mine?

A That's right, yes.

Q Okay. Now, you're involved in the provisioning of virtual collocation; correct?

A Yes.

Q And do you know what the average interval is for the provisioning of virtual collocation in Florida?

A Not off the top of my head, no.

Q Okay. What about regional? Do you have the regional off the top of your head?

A Let me check. I don't -- I may have the regional number. Let me check quickly.

Q And if you could, as you provide that, if you could just for the record indicate what you're referring to, I would appreciate it.

A Okay. So far I have not found what I was looking for.

I thought somewhere in the papers I had the actual number of days for both physical and virtual, but I don't find that.

Q Where would I look to find that? Can you give me a source?

A BellSouth's performance measures I'm pretty sure have reports that show the average provisioning intervals, and I believe it is broken out by state, and it's shown at the regional level, and it's also shown separately for physical and virtual. That's the information that I was looking for that I don't find. DeltaCom could learn that from accessing the BellSouth Web site that the performance measurements are housed at.

Q Okay. Would I get -- help me understand what I might find. There's a 30-day application period for both virtual and physical today; correct?

A Yes.

Q So the number that I find there, will that include the 30-day period?

A No. It shows the provisioning time.

Q So that would be from the date that the bona fide firm order is placed by the ALEC; correct?

A Yes, that's right.

Q Do you know of anywhere where Florida-specific numbers are reported?

A Again, I believe that they would be on that same Web site.

MR. ADELMAN: Okay. That's all I have. Thank you, Mr. Carver and Mr. Milner.

THE WITNESS: Thank you, sir.

MR. CARVER: I have nothing.

MS. CALDWELL: All right. Well, thank you very much.

Can you just fax me that information?

MR. CARVER: Yes. I think I've got everything I need here. I've got your fax number, and I'll send you the exhibit and the affidavit.

MS. CALDWELL: All right. And my just regular phone number is 850/413-6175.

MR. CARVER: Okay.

MS. CALDWELL: Thank you.

(Deposition concluded at 3:40 p.m.)

ERRATA SHEET

DOCKET NO.: 990750-TP
NAME: W. KEITH MILNER
DATE: October 12, 1999

Page	Line	

ERRATA SHEET

DOCKET NO.: 990750-TP
NAME: W. KEITH MILNER
DATE: October 12, 1999

Page	Line	
14	24	CHANGE "AND" TO "IN"
17	20	CHANGE "MIDBAND" TO "MID-SPAN"
26	21	CHANGE "MODE" TO "AMOUNT"

CERTIFICATE OF DEPONENT

This is to certify that I, W. KEITH MILNER, have read the foregoing transcript of my testimony, page 1 through 95, given on October 12, 1999, in Docket No. 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

W. KEITH MILNER

Sworn to and subscribed before me this 27th day of October, 1999.

Tanya W. Lynn
Notary Public
State of Florida

My Commission Expires:

Tanya W. Lynn
MY COMMISSION # CC673581 EXPIRES
September 8, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

FLORIDA)
: CERTIFICATE OF OATH
COUNTY OF LEON)

I, the undersigned authority, certify that Keith Milner personally appeared before me at 675 West Peachtree and was duly sworn by me to tell the truth.

WITNESS my hand and official seal in the City of Atlanta, County of Fulton, State of Georgia, this {^|DAYMO 12th October, 1999.

Norma Dodson-Bush
Notary Public
State of Georgia

Personally know ✓ OR produced identification ___.

Type of identification produced _____.

Notary Public, DeKalb County, Georgia
My Commission Expires Mar. 2, 2003.

FLORIDA PUBLIC SERVICE COMMISSION

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Re: Ex Parte – CC Docket No. 98-147

Dear Mr. Strickling:

The Commission recently adopted its First Report and Order and Further Notice of Proposed Rulemaking[1] in the above referenced docket. The Order established several new rules regarding collocation of a competitive local exchange carrier's ("CLEC") equipment in BellSouth's central offices beyond those established in the *Interconnection Order*.[2] BellSouth is currently taking the steps required to comply fully with these rules. In particular, BellSouth is taking steps to satisfy the directives contained in paragraph 42 of the *Collocation Order*. Because the language of that paragraph is susceptible to more than one interpretation, however, BellSouth wishes to share with you how BellSouth intends to meet those directives.

This letter explaining BellSouth's interpretation of the *Collocation Order* is prompted by BellSouth's concern that a CLEC might seize upon the word "any" as it appears in paragraph 42 to justify an unreasonable demand for space. We note that in the *Interconnection Order*, the Commission "allowed [incumbent LECs] to retain a limited amount of floor space for defined future use." *Interconnection Order* ¶ 604. Moreover, paragraph 42 of the *Collocation Order* states that the incumbent LEC may separate its equipment from a CLEC by enclosing that equipment in a cage. Once enclosed within a cage, any unused space between the incumbent LEC's equipment would become unavailable to a CLEC.[3] Accordingly, from these other collocation principles one is led to the conclusion that the word "any" cannot be interpreted to

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[1] *In the Matter of Deployment of Wireline Services offering Advanced Telecommunications* Capability, CC Docket No. 98-147, *First Report and Order and Further Notice of Proposed Rulemaking*, FCC 99-48, released March 31, 1999, ¶¶ 11-12 ("*Collocation Order*").

[2] *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, *First Report and Order*, 11 FCC Rcd 15499 (1996)("*Interconnection Order*"), *modified on reconsideration*, 11 FCC Rcd 13042

[3] BellSouth understands that this cage cannot become a tool for warehousing unreasonable amounts of space.

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permit a CLEC to place its equipment at any place within the incumbent LEC's premises that the CLEC chooses.

Paragraph 42 of the *Collocation Order* states:

> Subject only to technical feasibility and the permissible security parameters outlined below, incumbent LECs must allow competitors to collocate in any unused space in the incumbent LEC's premises, without requiring the construction of a room, cage, or similar structure, and without requiring the creation of a separate entrance to the competitor's collocation space. ... In addition, an incumbent LEC ... may not require competitors to collocate in a room or isolated space separate from the incumbent's own equipment. The incumbent LEC may take reasonable steps to protect its own equipment, such as enclosing the equipment in its own cage, and other reasonable security measures as discussed below. The incumbent LEC may not, however, require competitors to use separate rooms or floors, which only serves to increase the cost of collocation and decrease the amount of available collocation space. The incumbent LEC may not utilize unreasonable segregation requirements to impose unnecessary additional costs on competitors.

The *Collocation Order* made clear that the intent underlying the new collocation rules is to allow CLECs access to collocation space without artificially increasing their costs or delaying their time of entry. BellSouth interprets the above rule to continue to permit incumbent LECs to establish reasonable space assignments within a central office to ensure that space is efficiently used consistent with this intent. Such incumbent LEC action is also necessary to assure that the LECs' rights, granted by the Commission, are not subordinated to those of the CLEC.[4]

Under this approach BellSouth will assign space to a CLEC within the central office, as opposed to allowing the CLEC to simply select space in an inefficient manner. A systematic process to assign space in an orderly manner is needed to avoid the ineffective use of the available space. If a CLEC were allowed to simply select the space it wanted without any limitation it would lead to inefficient space allocation. This, of course, would decrease the space available for collocation and ultimately the number of CLECs that could collocate in a central office. Indeed, the Commission recognized the potential problems of improper space allocation in its *Interconnection Order*.[5]

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[4] See discussion above regarding collocation principles established in the *Interconnection Order* and in paragraph 42 of the *Collocation Order*.

[5] *See Interconnection Order* ¶ 586 ("Because collocation space on incumbent LEC premises may be limited, inefficient use of space by one competitive entrant could deprive another entrant of the opportunity to collocate facilities or expand existing space.")

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Beyond the need to maintain an efficient space allocation process, there are numerous technical factors that only the incumbent LEC is in a position to take in consideration in assigning space within the central office. The following is a partial list of such technical factors that must be considered in determining where within a BellSouth central office physical collocation of a CLEC's equipment should occur:

- **Overall cable length.** Cable congestion and related expense can be avoided or at least minimized by careful consideration of existing and future equipment requirements of both the collocating CLEC and others that have or will later collocate there. Orderly equipment growth, *i.e.*, grouping like equipment together, allows economic efficiencies while reducing excessive cable rack congestion and resultant re-routing of cables.

- **Distance between related equipment.** Some equipment components, *e.g.*, switch call processors, must be placed so that cable length between the components does not exceed a pre-determined amount.

- **Grouping of equipment into families of equipment.** Families of equipment, *e.g.*, switching equipment or transmission equipment, must be placed together for technical reasons such as electrical grounding, which is discussed in the next bullet point, as well as to maximize the contiguous space within a given central office recovered when existing equipment is replaced by more modern equipment. Having all equipment located in the same part of the central office allows the recovery of larger "blocks" of floorspace rather than smaller parcels of floorspace interspersed among other racks of equipment.

- **Electrical grounding requirements.** Switching equipment typically requires an "isolated grounding" source while transmission equipment typically requires an "integrated grounding" source. Safety codes require that equipment served by different grounding sources be physically separated in order to avoid technicians receiving electrical shocks or being electrocuted because they simultaneously contact dissimilar grounding sources.

- **"Holes" in existing equipment line-ups.** "Holes" in equipment line-ups are spaces intentionally left empty to accommodate future growth and still assure adherence to the principles described above. (In some cases, cables and framework are modular in nature and economic efficiency results from pre-assembly and provision of such cables or framework.)

Reconciling these types of technical issues with the overall goal of the Commission to ensure that as many CLECs as possible are able to collocate in the space available within a central office without unreasonable delay or expense, BellSouth interprets the rules established

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in the *Collocation Order* to permit BellSouth to assign space in its central offices in an efficient, reasonable manner. BellSouth assures the Commission that any space assignment will not increase the CLECs' cost of collocating, nor delay its placement of equipment in the central office. Moreover, BellSouth commits itself to work with each CLEC to accommodate that CLEC's location preferences if it has reasonable grounds for preferring a specific location within the central office.

If you have any questions regarding BellSouth's interpretation of the Order, please call me at 202/463-4108.

Sincerely,

Robert T. Blau

RTB/lbl

SPECIAL ATTENTION

BELLSOUTH TELECOMMUNICATIONS, INC.
REGULATORY & LEGISLATIVE AFFAIRS
36M66 BELLSOUTH CENTER
675 W. PEACHTREE STREET
ATLANTA, GA 30375
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(404) 529-6587; (404) 522-5737

DATE: 10/12/99 No. of Pages 5

TO:	TELEPHONE NO.	FAX NO.
Diana Caldwell	850-413-6175	850-413-6176

FROM:

Gayle Almand, Director 404-330-0477	Kathy Blake (AL/FL) 404-330-0497	Lynne Brewer (FLA) 404-330-0490
Lisa Brooks (LA/NC) 404-330-0484	Bonnie Carpenter 404-330-0479	Perry Eller (GA) 404-330-0480
Jana Hall (NC) 404-330-0483	Jay Hardel (NC) 404-330-0485	Linda Hobbs (GA/LA/NC/SC) 404-332-2540
Micheale Holcomb (AL/FL/KY/MS) 404-330-0488	Charlie Jackson (KY/MS) 404-330-0516	Bill Keck, Director 404-330-0486
Patti Klein (KY/TN) 404-330-0478	Twyla Martin, Director 404-330-0489	Harriett Norris 404-330-0491
Cheryl Parlato (LA) 404-330-0418	Evelyn Peters (FLA) 404-330-0492	Pete Poynter 404-330-0487
Tim Prichard (TN/SC) 404-330-0498	Mary Ann Rivers (GA/KY/LA) 404-330-0493	Teresa Rockwell (FRRs) 404-330-0482
Suzy Sherwood (TN) 404-330-0496	Marilyn Smith (TN) 404-330-0494	Celia Stephen (GA/MS/SC) 404-330-0476
Liz Stockdale (AL/FL/MS) 404-330-0481	Gary Tucker (AL/SC) 404-330-0499	Al Varner, Senior Director 404-420-8699

MESSAGE/SPECIAL INSTRUCTIONS:

Diana,
Here is the information Mr. Carver promised to send in regard to Mr. Milner's deposition. If you have any questions, please call. Thank you.

IF MESSAGE IS NOT CLEAR, PAGES ARE MISSING OR YOU HAVE DIFFICULTY RECEIVING THIS FAX, PLEASE CALL 404-330-0490 ~~AT&T (404) 330-0490~~

EXHIBIT NO. _____

DOCKET NO.: 990750-TP

WITNESS: Alphonso Varner

PARTY: BellSouth Telecommunications

DESCRIPTION:

1. October 13, 1998 Deposition Transcript

2. Late Filed Deposition Exhibits

PROFFERING PARTY: STAFF

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 8
COMPANY/ WITNESS: Staff (FPSC)
DATE: 10-27-29-99

I.D. # STIP-7

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.) DOCKET NO.990750-TP

TELEPHONE DEPOSITION OF: ALPHONSO VARNER

TAKEN AT THE INSTANCE OF: FPSC Staff

DATE: Wednesday, October 13, 1999

TIME: Commenced at 9:00 a.m.
Concluded at 12:20 p.m.

PLACE: FPSC
2540 Shumard Oak Boulevard
Room 362
Tallahassee, Florida

REPORTED BY: NANCY S. METZKE, RPR, CCR

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BUREAU OF REPORTING

RECEIVED 10-19-99

APPEARANCES:

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MICHAEL GOGGIN, ESQUIRE, (By phone) BellSouth, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301.

E. EARL EDENFIELD, JR., ESQUIRE, (By phone) BellSouth, 675 West Peachtree Street, N.E., Suite 4300, BellSouth Center, Atlanta, Georgia 30375.

DAVID I. ADELMAN, ESQUIRE, ITC^DeltaCom, Sutherland, Asbill & Brennan, LLP., 999 Peachtree Street N.E., Atlanta, Georgia 30309-3996.

ALSO PRESENT:

DAVID DOWDS, FPSC Staff.

CAYCE HINTON, FPSC Staff.

TODD BROWN, FPSC Staff.

CALVIN FAVORS, FPSC Staff.

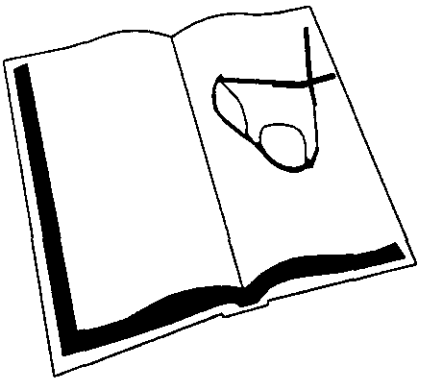
MICHAEL BARRETT, FPSC Staff.

VICTOR CORDIANO, FPSC Staff.

JONATHAN AUDU, FPSC Staff.

MARY ROSE SIRIANNI, BellSouth.

BRIAN MUSSELWHITE, ITC^DeltaCom.



From the Bureau of Reporting
Division of Records and Reporting
Florida Public Service Commission

Dear Reader,

If you find any problems with this transcript

while reading through it, please notify me immediately

at 413-6732 or e-mail me at jkelly@psc.state.fl.us.

Thank you,

Joy Kelly
Chief, Bureau of Reporting

STIPULATION

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

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#3	(Late-filed)Advanced notification of changes	90

* * * *

P R O C E E D I N G S

MS. CALDWELL: I think -- Let's go ahead and I think -- Is everybody ready?

MR. EDENFIELD: We are here in Atlanta.

MS. CALDWELL: All right. Let's go ahead and start the deposition. I'd like to take appearances.

MR. EDENFIELD: Where would you like to start?

MS. CALDWELL: How about with Mr. Edenfield.

MR. EDENFIELD: Kip Edenfield, counsel for BellSouth, 675 West Peachtree Street, Atlanta, 30375. I keep forgetting I'm not in Florida anymore.

MR. ADELMAN: David Adelman for ITC^DeltaCom.

MS. CALDWELL: Diana Caldwell, Florida Public Service Commission.

Do all of the parties agree to the usual stipulations for this deposition?

MR. EDENFIELD: Which would be?

MS. CALDWELL: It would be stipulated the deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure, that counsel present -- counsel present stipulate that the witness is the person he identified himself as, that objections except as to

the form of question are reserved until hearing in this cause, and that reading and signing is not waived.

MR. EDENFIELD: BellSouth stipulates.

MS. CALDWELL: Okay.

MR. ADELMAN: Yes.

MS. CALDWELL: All right. Could we please swear in the witness at this time?

MS. DODSON-BUSH: Yes. Alphonso Varner, you've got your right hand raised. Do you swear to tell the truth and nothing but the truth, so help you God?

THE WITNESS: I do.

MS. CALDWELL: Could we have -- once the affidavit is completed, could you please Fax that to Area Code 850 --

MR. EDENFIELD: Okay.

MS. CALDWELL: 413.

MR. EDENFIELD: 413.

MS. CALDWELL: 6250.

MR. EDENFIELD: 6250.

MS. CALDWELL: And then if you would, mail the original to us, and we'll forward it to the court reporter.

MR. EDENFIELD: Okay. We'd be happy to do

that.

MS. CALDWELL: Thank you very much.

MR. EDENFIELD: You're welcome, Diana.

* * * *

Whereupon,

ALPHONSO VARNER

was called as a witness by the FPSC Staff and, after being first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. CALDWELL:

Q Good morning, Mr. Varner. My name is Diana Caldwell. I'm with the Public Service Commission, and I'm taking your deposition on behalf of the Commission staff in Docket Number 990750-TP, which is the petition by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.

If you need me to restate the question or do not understand a question, please let me know, and I'll either restate it or try to rephrase it. I also ask that you answer with a yes or no first before explaining your

answer. Does that sound okay?

A All right.

Q And would you please state your full name for the record?

A My name is Alphonso Varner.

Q And by whom are you employed?

A BellSouth Telecommunications.

Q And what is your position with BellSouth?

A Senior director of regulatory.

Q And what does the position of senior director of regulatory entail?

A Let's see, a number of things. Mainly I manage all of our state proceedings from standpoint of regulatory. I testify in those proceedings. My job also entails analyzing positions and providing input on public policy matters with regard to positions that BellSouth might take.

Q Thank you.

And on whose behalf are you testifying in this proceeding?

A BellSouth Telecommunications.

Q Did you file any testimony for Docket 990750?

A Yes.

Q Was it direct?

A Yes.

Q And rebuttal?
A Yes.
Q And did you also file any exhibits?
A Yes, I did.
Q And could you give me just the number of exhibits that you filed?
A Let me say another thing. I filed direct, and I also filed a revision to it as well.
Q Okay. Thank you for that clarification.
A Okay. Now on exhibits for the direct, there were eight exhibits; and I'm not showing any on rebuttal.
Q And is -- what is the purpose of your testimony that you have given in your prefiled testi -- in your prefiled testimony?
A It provides BellSouth's position and the rationale for it, limited in a lot of cases. Many of the issues that are in this case and the issues that I address are listed on Page 2 of my direct testimony.
Q Okay. And do you have copies of your testimony that you filed with you?
A Yes, I do.
Q And do you also have copies of the exhibits that you filed?
A Yes.

Q And did you participate in responding to any of Staff's interrogatories or production of documents?

A I really just don't recall. I don't know. I dealt with so many in so many different states, I just don't remember whether I dealt with any in Florida or not.

Q All right. Well, would you also have with you any copies of all the work papers or other materials that you used in preparation for either your exhibits or any responses that you may have given?

A No, I don't.

Q Okay. Do you also have available copies of other testimonies and exhibits that were filed in this docket?

A No. Not with me, no.

Q Okay.

MR. EDENFIELD: Hey, Diana, just for your information, this is Kip. I have a binder of all of BellSouth's direct and rebuttal testimony with me.

MS. CALDWELL: Might you also have ITC's direct and rebuttal?

MR. EDENFIELD: I don't have it in the room, but I can get it if we need it.

MS. CALDWELL: All right. Well, we'll see if we need to go there.

MR. EDENFIELD: Okay.

BY MS. CALDWELL (Continuing):

Q Mr. Varner, on Page 3 of your direct testimony, Lines 19 through 25, are you there yet?

A Oh, yeah. I'm sorry. I didn't know you were waiting on me.

Q You state that the unbundled network elements, or UNEs, FCC Rule 51.319 that was vacated after the Supreme Court's decision in the Iowa Utilities Board, was currently being addressed by the FCC.

A Yes.

Q However, BellSouth agreed to continuing -- to continue providing UNEs as listed in the vacated Rule 51.319 until new rulemaking was completed.

A Yes.

Q Has BellSouth continued to provide the UNEs during this interim period as listed?

A Yes, to the extent that people have ordered them.

Q Did BellSouth offer combinations to ITC^DeltaCom under the existing Interconnection Agreement?

A I'm sorry, Diana. You said did we offer?

Q Combinations to ITC^DeltaCom under the existing Interconnection Agreement. That would be combinations of

UNEs.

A Yes, I'm trying to recall. I really don't know what their contract called for in that regard. I really just don't remember.

Q All right. Thank you.

Let's go on to Page 4 of your direct testimony, and in particular, Lines 16 and 17.

A All right.

Q You state that the FCC Rules 51.315 C through F -- I think the name is Incumbent ILEC Combinations of UNEs.

A Yes.

Q That they continue to be vacated.

A That's correct.

Q That the eighth circuit, however, is seeking comment on whether it should take further action with respect to these rules.

A Yes.

Q Why did BellSouth choose to continue offering UNEs when Rule 51.319 was vacated?

A That was a voluntary agreement made between BellSouth and the FCC to essentially provide a means to allow competition to continue utilizing UNEs while the FCC was doing their rulemaking because, technically, we were under no legal obligation, with respect to their

rules, to continue to offer those. We had people that had them in their contracts, and it was a -- it's just a way for us to provide a temporary means to allow people to continue to use UNEs while the FCC went about their rulemaking.

Q Then why did you elect not to continue offering combinations to ITC while the Rules 51.315 C through F -- while the eighth circuit was seeking comments on these rules?

A Let's see -- well, those rules have been vacated. The 319 rule had been vacated but was, obviously, being reinstated. It was a temporary situation. The 315 C through F had been vacated and, you know, there was no -- nothing imminent that said that -- or not even imminent, nothing planned, that said that those rules were going to be reinstated. 319 was clearly temporary. We knew there were going to be some UNEs. It was just a question of what they were going to be.

Q And what were you relying on to know that it was not -- I mean that it was not imminent, that it was -- nothing else was going on with --

A Well, the fact that they had, in fact, been vacated. When I said imminent, nothing even planned. The eighth circuit had said that they were going to seek comment on those in their current proceeding, but there

was no indication that they were going to reinstate those rules or anything of that nature.

Q Well, what about 319, what came out in 319 that made you feel like that you could go ahead and continue providing under 319?

A Or should, I think is probably --

Q Right.

A Yeah. Because that was clearly temporary. That was remanded back to the FCC to reassess their UNE list in light of the necessary and impair standard which said to us a couple of things: One is that there was going to be a list of UNEs. Second, we still had an obligation under the Act to provide UNEs as well, regardless of the status of the FCC's rules. So we had an obligation under the Act to continue to provide UNEs, but you didn't really know what they were going to be. We were already providing these and felt that the best course of action -- or the safest course of action was to continue to provide them until the FCC came up with their final list.

Q Okay.

A Subject to, you know, our ability to modify the contracts once that final list was established.

Q Are there only two network element combinations in dispute in this proceeding, the extended loop and the

loop/port combination?

A I would say there are two types. Up under those, there would be a variety of different combinations, but those are the two types.

Q Could you explain, just for my edification, what you mean by types?

A Okay. Types -- could you hold on just a minute? I seem to be getting some kind of feedback or something. Are you.

Q Yeah, we're getting some here too. I don't know what the source of it is.

A Okay. Let's see. Maybe this might be -- maybe this will help.

When I say types, what I'm referring to is, as a general class, what types of UNEs will be combined. For example, when you say extended loop, which is a loop transport, there are many different types of loops. You know, you've got 2-wire analog, 4-wire analog, VS-1 and so forth. And there are different types of transport. So when I say types, I was including up under that the various, you know, classes of loops and various classes of transport.

Q Okay. And the same would be with the loop/port combination?

A Yes, because there are different types of loops

and different types of ports.

Q Was BellSouth providing ITC^DeltaCom with these network element combinations in their existing Interconnection Agreement?

A That's the -- I really don't recall. That was the earlier question. I just don't recall what their existing Interconnection Agreement called for in that regard.

Q Let's turn to Page 8 of your direct testimony, and looking at Lines 2 through 8, you state:

> "Regarding the provision of combinations that already exist in the network, there are no requirements that the Commission can implement until the FCC establishes a list of UNEs and the associated pricing rules that the ILECs must offer. As discussed previously, it will not be established which UNEs BellSouth is required to offer until the FCC reissues the UNE rules in accordance with the Supreme Court's decision. Consequently, the list of UNEs that must remain combined cannot be determined at this time."

Although the order has not been issued, the FCC has

determined the new list of UNEs. Based on this new list, when the order is issued, will BellSouth determine what, if any, preexisting UNE combinations requested by ITC there are and provide those -- I'm sorry, requested by ITC^DeltaCom there are and provide those at the sum of the UNE prices pending the outcome of the eighth circuit proceeding which may affect the pricing rules?

A Okay. I think I'll need to answer that in two parts because I think part of it is yes and part of it is no.

Q Okay.

A Okay. Once the FCC's order becomes effective, to the extent that there are previously existing combinations of those UNEs that, you know, we have to provide under 51.315(b), we'll obviously do that. The issue of what the price for those will be, I can't answer that at this point. Hopefully, the order will provide some guidance on that, but until I see the order, I can't answer the question with regard to what the price would be.

Q Okay. On Page 10 of your direct testimony, looking at Lines 6 through 8, you state:

> "BellSouth will continue to offer any individual UNEs currently offered under Rule 51.319 until that

rule is resolved; however, BellSouth will not offer combinations that replicate end-user retail or access services at the sum of the UNE prices."

Has BellSouth compiled a list or otherwise determined which UNE combinations, based on the old list of UNEs, replicate end-user retail or access services?

A No, we haven't compiled a complete list. We do know of some; but, no, we haven't compiled a complete list.

Q Do you anticipate compiling any list?

A I don't know because what's happened now is this part of the testimony was dealing with sort of this interim situation until 51.319 was resolved. We should be getting the order shortly, and it should be in effect, you know, probably a month after we get it.

At that point, we believe that that order will determine what we'll have to do going forward, and that's what we'll have to abide by. So to the extent that -- I mean we don't believe, at least based on the press release anyway, that there is some issue in the order with regard to replicating retail or special access except with regard to dedicated transport. So the considerations that I put forth here, except for dedicated transport, at least at this point, don't seem

that they're going to apply once the order is out and effective.

Q Okay. Earlier in your answer you stated that you didn't have a complete list and, therefore, indicated that you might have a knowledge of some. Can you name the UNEs involved and the services that BellSouth believes they recreate from that incomplete list?

A I'm just going from memory. I don't have a list written down. Obviously, the loop and port, including trans -- you know, common transport will replicate the various basic exchange services, either 1FRs and 1FBs and PBX trunks and so forth. The loop transport combinations would tend to replicate either a private-line service, depending on what the capacity of the loops and transport were, or a special access service. My recollection -- Those are really the only ones that anybody has -- any of the ALECs have ever really asked about, so I can't think of any others besides those.

Q Okay. Thank you.

Regarding extended loops, is the local loop and dedicated transport that comprise the extended loop a preexisting combination in BellSouth's network?

A No, it's not, not --

MR. EDENFIELD: I don't know why we keep

getting this feedback. Do you all hear it on your end too?

MS. CALDWELL: We get it, yes. Now you're really breaking up.

MR. GOGGIN: Diana.

MS. CALDWELL: Yes.

MR. GOGGIN: This is Michael Goggin. I'm not in Tallahassee, and I apologize I'm joining late.

For the reporter, it's Michael Goggin on behalf of BellSouth.

THE COURT REPORTER: Okay. Thank you.

MR. GOGGIN: I'm calling from Miami, Florida.

(DISCUSSION OFF THE RECORD)

BY MS. CALDWELL (Continuing):

Q We were discussing extended loops. And is the local loop and dedicated transport that comprise the extended loop a preexisting combination in BellSouth's network?

A Okay. No, it's not. The extended loop, as we understand that DeltaCom has requested, it will require us to combine the UNEs for them. It wouldn't be a preexisting combination.

Q Let's go, turn to Page 25 of your direct testimony. And looking at Lines 17 through 19, you state:

"In addition, as stated earlier, there is no reasonable way for this Commission to mandate provision of currently combined network elements . unless and until it is clear what those elements are."

Based on the FCC's press release regarding the remand of Rule 51.319, does it appear that the local loop and dedicated transport will be UNEs?

A Yes, it does; however, it's also clear that there's going to be some restrictions on how dedicated transport can be used. The other thing is that the order doesn't change the fact that we're not obligated to combine the loop and transport for DeltaCom which is what would need to happen in order to provision them with the extended loop.

Q What would require you to combine -- what would constitute a requirement that you would then have to combine the loop and transport or the UNEs?

A Yeah, okay. What's happening, what DeltaCom has requested is an extended loop that runs from a customer's premises to their collocation space in a wire center someplace. We don't have a facility that does that, not for an exist -- not for an existing BellSouth customer. If there was an existing BellSouth customer

and we were providing service to them, we would have no reason to terminate them in DeltaCom's collocation space. If terminated in DeltaCom's collocation space, they're a DeltaCom customer already. So in order to be able to make a connection from a BellSouth end user to a DeltaCom collocation space, that connection has to be created because it wouldn't exist. If that connection was in place, they wouldn't be a BellSouth customer.

Q Okay. You also stated that the requirement was subject to -- or the requirement to provide the UNEs was subject to restrictions. Do you know what those restrictions might be or what they are?

A Just, generally, from the press release. The FCC said in that press release that they were going to issue a notice of proposed rulemaking as part of that order. To determine to what extent, if any, dedicated transport can be used as a substitute for special access service, it's not clear from the press release what will have to be done in the interim while that notice of proposed rulemaking is being resolved. But clearly, that issue is going to be a subject of proposed rulemaking, and it could very well be restricted during the interim, which is typically what they do until the rulemaking is complete.

Q Now isn't the FCC going to follow with an order

subsequent to the press release? I mean we're not really going to rely on the order, correct?

A You mean on the press release?

Q Right.

A No, that's right. All we know at this stage of the game is what the press release says. They should be issuing an order -- in fact, I thought it would have been out by now -- that will specify, you know, the exact terms, and that's what we'll be working from.

Q Okay. Thank you.

We're going to look at some other testimony, Witness Hyde's, but I think I might be able to provide you with enough background that you might be able to answer the question. According to ITC^DeltaCom's Witness Hyde, Paragraph 4, B. 14 of the existing Interconnection Agreement reads:

> "The parties shall attempt in good faith to mutually devise and implement a means to extend the unbundled loop sufficient to enable DeltaCom to use a collocation arrangement at one BellSouth location per LATA, for example, tandem switch, to obtain access to unbundled loops at another such BellSouth location under BellSouth

facilities."

Can you list all the methods that you are aware of to implement this provision?

A I'm going to have to look at that language. I generally recall it, but I really need to look at it.

Q Okay. Do you have a copy of the existing Interconnection Agreement available?

MR. EDENFIELD: Diana, it will take me 30 seconds to run go get a copy of Hyde's testimony, but I don't know that I have a copy of the Interconnection Agreement. Let me run go get Hyde's testimony.

MS. CALDWELL: Well, and I'm not sure that I can give you a citation to Witness Hyde's testimony.

MR. EDENFIELD: Let me go grab that and see.

MS. CALDWELL: But maybe we can.

MR. EDENFIELD: Diana, I found Hyde's testimony.

MS. CALDWELL: All right. We're looking at rebuttal of Page 3.

MR. EDENFIELD: Okay. I was not able to find a copy of the Interconnection Agreement.

MS. CALDWELL: Okay. Well, I think we can deal with Page 3 of the rebuttal.

MR. EDENFIELD: Okay.

MS. CALDWELL: Beginning on Line 11.

MR. EDENFIELD: Page 3, Line 1?

MS. CALDWELL: Line 11.

MR. EDENFIELD: I'm sorry. Page 3, Line 11. All right.

THE WITNESS: Okay. All right. Now what was your question?

BY MS. CALDWELL (Continuing):

Q Can you list all the methods that you're aware to implement the provision of Paragraph 4 B. 14?

A No, I really can't because, as far as I know, I don't think the action to implement this provision was taken. What this provision called for is for BellSouth and DeltaCom to sit down and try to devise a method to do this; and as far as I know, that effort never took place.

Q Okay. The BellSouth/ITC^DeltaCom Interconnection Agreement became effective on July 1st, 1997. Did BellSouth provision over 2,500 extended loops for ITC^DeltaCom between this effective date and March 1999, as they indicate?

A No, that's not correct. We did provide some services to DeltaCom, and what happened was essentially this: DeltaCom ordered some special access facilities from us, and we put those in. I mean they were just

special access orders. Then they began to order unbundled -- individual unbundled loops and asked us to connect those individual unbundled loops to those special access facilities. When our technicians got those orders, which are strange because they're, you know, connecting unbundled loops to a tariffed service, they checked with the account manager to see if, in fact, they could do this. The account manager said it was okay, except the account manager was wrong. He should not have said that. So what happened is, is we started to, you know, combine these unbundled loops with this special access service for DeltaCom, and we did provide some number of those. I really don't know what the number is, but it was a substantial number of them.

DeltaCom started having service problems with it when we -- and they came to us and said, look, there's problems here. These things aren't working. And when they -- we investigated it, the people who understood, who were involved in negotiating the contract and so forth looked at it and said, Wait a minute, we're not supposed to be doing this anyway. And we worked out an arrangement with DeltaCom to continue providing the things that we had been providing to them until such time as they can move from the collocation spaces; and they agreed to do that, to order collocation spaces and to

convert the existing arrangements to those collocation spaces. And that agreement was confirmed by DeltaCom in the South Carolina arbitration.

Q Okay. Now just for clarity, whose account manager? Was that BellSouth's?

A Well, it was the BellSouth account manager for DeltaCom. It was our marketing person who has DeltaCom as their customer.

Q Okay. And what do you charge for a special access under UNEs?

A We don't. Special access is a tariffed service, and it's just bought out of the tariff.

Q Okay. I'm sorry, I really didn't ask the question right. What -- Hold on just a second.

Mr. Varner, do you know whether you charged them for the special -- like for special access, or whether you charged them for the combined UNEs for that service?

A We charged them special access, and my recollection though, is actually for some period of time we may have actually charged them both, and then we got the billing -- you know, we gave them some credit for the -- I think we credited the dedicated transport for it. But we should have been billing them special access. I think we had a billing mistake, and we actually billed

them both for a period of time.

Q But to your knowledge you did refund them?

A I think we refunded them the dedicated transport billing.

Q Okay. Sort of switching gears now, what is the rate for reciprocal compensation for termination of local traffic under the existing Interconnection Agreement between BellSouth and ITC?

MR. EDENFIELD: Again, Diana, we don't have that Interconnection Agreement in front of us, but we do have somebody who is trying to get a copy for us.

MS. CALDWELL: Okay.

THE WITNESS: I just don't recall off the top of my head what it is.

BY MS. CALDWELL (Continuing):

Q Has BellSouth ever paid ITC^DeltaCom reciprocal compensation for ISP-bound traffic under the existing Interconnection Agreement?

A Not knowingly we haven't. If they included some reciprocal -- included some ISP traffic to us in reciprocal compensation billing and we didn't know it was ISP, we could have paid some. But if we knew it was ISP, then we didn't pay it.

Q Okay.

MS. CALDWELL: Will you kind of let me know when you get the Interconnection Agreement? I've got just a couple of questions based on that.

MR. EDENFIELD: Yeah, Diana, I will. Hopefully it will be up here in just a couple of minutes.

MS. CALDWELL: All right. Do you have Witness Wood's rebuttal testimony by chance?

MR. EDENFIELD: Yes.

BY MS. CALDWELL (Continuing):

All right. Could you look at that and turn to Page 17?

A All right. I have it.

Q All right. On Lines 12 through 17, here Witness Wood states that:

> "The FCC explicitly rejects the notion that the prices for UNEs and OSS can be based on the technology deployed in the existing network and specifically envisions prices based on reconstruction of the network using the most efficient technology."

This requirement of the FCC pricing rules is directly at odds with the assumption that BellSouth -- in the BellSouth cost studies, and was also noted by the Commission that existing network configurations and

engineering practices will be used. Would you agree with Mr. Wood's assessment?

A No, I don't.

Q And can you explain why?

A Yes. First, he sort of mischaracterized what the FCC said in Paragraph 685, which I don't really have in front of me. In fact, what Mr. Wood claimed, the FCC considered in paragraph, I believe it's 683, and specifically rejected. They specifically rejected the notion that the network was to be completely reconstructed and based on a hypothetical network. What they said in Paragraph 685 is that you should use -- I think it was the most efficient technology actually used to provide the element. If I had the paragraph in front of me, I could quote it exactly. But what Mr. Wood is claiming here is that 685 requires you to essentially go to sort of a completely reconstructed network, which the FCC considered in Paragraph 683 and rejected; and his characterization of what they said in 685 is just incorrect.

Now with respect to existing network configurations support down there on 16 through 18, the BellSouth cost studies are not really based on existing network configurations. When the studies were done, the -- we did go back, for example, with respect to loops and

determined what technology would be used to provision those loops on a going -- loops of that type on a going-forward basis, so we didn't use -- treat the loops as if they were going to be used -- provided, utilized in just existing networks. We did, in fact, leave some things in place, which would be -- under existing right of way, for example, we assumed we would do that, which is clearly reasonable, forward looking. I think we used existing conduit runs and cable routes and so forth. That's right of way. And Paragraph 685 of the FCC rules, I believe, not only permits, but that's really what they prescribe for you to do.

Q All right. Thank you.

Can BellSouth track the amount of ISP-bound traffic to ITC^DeltaCom?

MR. EDENFIELD: Wait. Objection to the form, Diana. Are you referring to traffic from us to them or from them to us?

MS. CALDWELL: Let's go first from them to you?

THE WITNESS: Yes, we can, with traffic -- with regard to traffic from them to us because we know what ISPs we serve and, in fact, what we do is that any traffic destined to those ISPs we exclude for reciprocal compensation billing. We typically show the traffic on the bill so that they know how

much it is, but it's zero rated.

BY MS. CALDWELL (Continuing):

Q All right. Now how about from BellSouth to ITC?

A At present we cannot because it would require ITC^DeltaCom to let us know what telephone numbers are associated with the ISPs so that we can track the traffic that way. With that information we could do it, but we don't have that information.

Q Okay.

MS. CALDWELL: Have you gotten a copy of the Agreement yet?

MR. EDENFIELD: I'm sorry, they haven't brought it up yet.

MS. CALDWELL: Okay.

BY MS. CALDWELL (Continuing):

Q Mr. Varner, you do have a copy of the list of issues?

A No, I don't. Are you talking about our prehearing order?

Q Right. Are you familiar with issue -- well, hold on just a second.

A Well, I have many of them listed in my testimony, so if you gave me the number, I could probably find it.

Q Mr. Varner, can you briefly describe the process that occurs when BellSouth converts an ALEC customer from retail service to service provided with unbundled network elements?

A Yes. What would happen in that case is that the ALEC would send up an order for the unbundled network elements. We would provision the unbundled network elements to the ALEC, and they would combine those and also issue us an order to disconnect the resale, so which then we would stop the billing on the resale once they utilized and combined the unbundled network elements to provide service to the customer utilizing UNEs. We don't, technically, really convert -- we don't really convert them from resale to unbundled network element. All we do is fulfill orders disconnecting resale, providing unbundled network element, and the CLEC actually -- or ALEC actually combines them and, in effect, does the conversion themselves.

Q All right. Thank you.

Issue Number 43 states:

"Should BellSouth be permitted to charge ITC^DeltaCom for conversion of customers from resale to unbundled network elements; and if so, what is the appropriate charge?"

What are the cost components BellSouth incurs in the conversion of a customer from resale to unbundled network elements?

A Well, when you're talking about resale to unbundled network elements, the cost components are the same as they are for any other UNE. We will provide them the unbundled network elements just like we would provide them -- if it was a brand new customer. There's really no difference in what we give them. So I mean the fact that they formerly had resale and they're going to now utilize unbundled network elements, that CLEC is combining, doesn't change the cost of provisioning unbundled network elements. They're the same either way.

Q All right. Thank you.

I think we were on Mr. Wood's testimony.

A Yes.

Q And would you turn to Page 17?

A Still in the rebuttal?

Q Yes.

A All right. Okay, I'm there.

Q All right. On Lines 12 through 17, here Witness Wood states that the FCC explicitly rejects the notion that prices for UNEs and OSS can be based on the technology deployed in the existing network and specifically envisions prices based on a reconstruction

of the network using the most efficient technology.

A Uh-huh.

Q This requirement of the FCC pricing rules is directly at odds with the assumption -- I may have just asked you this.

A I don't think so. I think we talked about this in part.

Q All right. Well, let me go back and start over again, and sorry for the conclusion.

A That's all right.

Q Here Witness Wood states that the FCC explicitly rejects the notion that prices for UNEs and OSS can be based on the technology deployed in the existing network and specifically envisions prices based on reconstruction of the network using the most efficient technology.

A Yes.

Q This requirement of the FCC pricing rules is directly at odds with the assumptions in the BellSouth cost studies, and as noted by the Commission, that the existing network configurations and engineering practices will be used. Do you agree with this assessment?

A No, I don't. Back on Lines 12 through 15 --

Q Right.

A -- Mr. Wood's sort of puts together two

different concepts, that one of them is correct and one of them is incorrect, is what the problem is. He's right. They did specifically reject the notion that prices for UNEs can be based on the technology deployed in the existing network. That part is correct, and our cost studies don't do that.

Q Okay.

A We don't just use the technology deployed in the existing network. For example, for an unbundled loop, if an unbundled loop is provisioned and the length is longer than 12 kilofeet, we convert it to loop, to integrated digital loop carrier regardless of how that loop is actually provisioned in the existing network. The cost study assumes it will be on carrier regardless. So he's right that they did explicitly reject that notion, but that's not the way the cost study was done. He's incorrect though when he says it specifically envisions prices based on reconstruction of the network using the most efficient technology. That's the provision that the FCC actually considered, and I'm pretty sure it's Paragraph 683, and rejected.

So the first half of his statement is correct. The second half is incorrect, and then he takes -- which then means that the premise, his sort of assumption is wrong, and he uses that assumption then to go on in

Paragraph 16 -- I mean Lines 16 through 18 to say "this requirement." That's not a requirement in the pricing rules. It's directly at odds with the assumption in our cost studies, and that's where the problem is. The way he has described the way we do the cost studies is not correct, and the way he's described the FCC's requirements are not correct.

Q Okay. Thank you.

Would you now -- we're still on Mr. Wood's rebuttal testimony -- turn to page 28.

A Okay. I'm there.

Q All right. And specifically Lines 16 through 19, and here he discusses cost studies for different kinds of extended loops that BellSouth provided to the Georgia Commission.

A On -- Excuse me, did you say Page 28?

Q 28, 16 through 19.

A Oh, yeah, I see it now.

Q All right. And here, again, he's discussing cost studies for different kinds of extended loops that BellSouth has provided to the Georgia Commission. BellSouth has not filed cost studies for extended loops in this arbitration, has it?

A No, we have not.

Q And do you know why or why not?

A Yes. We haven't provided them because, in order to provide the extended loops that DeltaCom wants in this arbitration, we'll have to combine the elements, which we are willing to do; but we would do it under a professional services arrangement, which would be sort of a commercial agreement outside of 251, 252 of the Act. Those prices don't have to be cost based, are not cost -- don't have to be cost based, and they're really based -- those are market-based prices. So we have not produced the cost study because there is nothing to produce a cost study for, as far as a 251 obligation, under this arbitration to give them what they've requested.

Q Okay. Let's now go to your direct testimony.

A All right.

Q And let's look at Page 17, Lines 10 through 12.

A I'm there now.

Q All right. Would you define "parity," please?

A Yes. "Parity" really has a three-part definition as the FCC has described it, and they really described it in their order on the Ameritech Michigan's 271 application. And the three parts have to do with interconnection, unbundled network elements, and resale. And interconnection parity is that we have to provide interconnection that is comparable to that which we

provide ourselves. For unbundled network elements, we have to provide them in a manner that gives an efficient competitor a meaningful opportunity to compete. And for resale, we have to provide that -- I was trying to remember the -- I can't remember the verb that they used, but essentially what it means is that we have to provide resale services that are in a manner that's equivalent to the way that we provide those services to retail customers or end-user customers.

Q Okay. Would you give me, in your opinion, the meaning of "a meaningful opportunity to compete?"

A Again, that's a standard, and I have to talk about it generally.

Q Okay.

A What you have to do is to look at it in a specific situation and see what it means, and there's two parts to it. One is an efficient competitor, a meaningful opportunity to compete. So what you're doing is you're saying, okay, when I provide them with these UNEs, and can they come in and actually compete against BellSouth or against other CLECs for these customers given the standards under which they're going to get these UNEs? Can they -- You know, do they have a real opportunity to come in and compete against -- and get those customers?

That has to be sort of weighed with the technical requirements to provision the UNEs in the first place. And probably a way to look at it is to look at it -- What if we came in and we said, okay, you can get two-wire unbundled loops and the provisioning is six months. Now, clearly, that means that somebody who wanted to utilize those is not going to reasonably be able to compete. But if we come in and based on the, you know, the ability to provide these unbundled network elements, let's say it takes five days to do that typically, and that's, you know, a reasonable interval based on what it takes to actually provision these, and we give them to them in five days, or we have a set of standards that say do it in five days, you'd have to conclude that that does give them a meaningful opportunity to compete.

So it's really sort of assessing, okay, can they really go in and win customers utilizing the unbundled network element under the standards under which we're going to provide them? Another way of looking at it is the technical standards. Let's say we gave them a loop that was inferior quality to loops that we use to provide service. Obviously, that's not something you'd say gives them meaningful opportunity to compete.

Q All right. Now you talk about these standards,

and it seems like you can talk about them in two ways. One is the standard that you offer them, the technical standards; but then the other standard, I kind of am getting out of this, is a competitive standard. Can you tell me who sets each of those standards?

A They've been done a number of different ways, and I was trying to recall whether Florida has anything underway on doing this. We've had a couple of commissions -- I know Louisiana for one and Georgia for another -- who have conducted workshops to establish benchmarks on things like provisioning intervals and installation. I'm not sure about repair, if they've ever looked at that, but I'm sure on provisioning and installation intervals for UNEs. We provided, I know back in the last round of arbitration, a set of provisioning intervals that we were driving forth for UNEs. Now I don't know in Florida where all of that stands. I know there's been some activity underway, but I just don't know where it all stands.

Q Okay.

A I guess a short answer in that is that where it's been done it's been typically done as sort of a collaborative process between us, ALECs, and the state commission.

Q Okay. Could you describe the characteristics

of an efficient ALEC as used in your direct testimony?

A I'd have to go back and look at the FCC's order because when they laid this out, they pretty much described it themselves, and I was just utilizing their words. But what the standard really boils down to is it is somebody who has, you know, taken the necessary action to actually get into this business and have actually gone ahead, put in the systems, put in the, you know, personnel, the facilities and so forth, to actually get into the business and is going about utilizing, you know, applying their resources, you know, in an efficient manner to enter the business. That's what it basically boils down to. I think in the order, actually, they have listed some specifics, but I just can't recall. That order is a couple of years old.

Q Do you happen to know what that order is?

A Yes, it's the order -- FCC's order on the 271 application filed by Ameritech for Michigan.

Q All right. Referring to Page 19 of your direct testimony, and I'm looking at Lines 2 and 3 -- 2 through 3.

A Okay.

Q Besides the fact that a UNE is part of the network that is utilized or leased by an ALEC, what other factors differentiate a UNE from a similar network

element that BellSouth uses for its retail services?

A Okay. Yeah. The fact that it's a UNE actually differentiates it. Under -- we don't provision UNEs to ourselves. I mean we just -- that's just not the way that we construct the network and not the way that we go about doing things.

For example, basic exchange service, we go in, and, yes, there are loops, obviously, and there's switching associated with basic exchange service; but we don't separate out loops and just sort of have them all sitting there in inventory, if you will, in unbundled elements for when a customer comes along to connect those to switching. That's just not the way to do it. However, to provision an unbundled loop to DeltaCom, we actually do have to go into the network, separate that loop out, and provision it to them separately. So that capability or that service is a service that is unique to the ALEC community. There is no true parallel to a retail service that we might have because we don't have any service that's really a loop terminated on a frame that we offer to a retail customer.

Q Okay.

MR. EDENFIELD: Hey, Diana, just for your information, I now have the Interconnection Agreement.

MS. CALDWELL: Okay. Well, I was just thinking about taking just like a ten-minute break real quick to get that. Do you also have staff's first set of interrogatories?

MR. EDENFIELD: Probably.

MS. CALDWELL: Okay. Because --

MR. EDENFIELD: I can get -- you want to take like a five-minute break or something?

MS. CALDWELL: Yeah, let's take a break because we're going to need the interrogatories from staff's first set, looking at the agreement, and I think the only other thing we're going to be referring to is Mr. Varner's -- let's see, Mr. Varner's rebuttal, and also Mr. Hyde's rebuttal.

MR. EDENFIELD: Okay. I'll make sure I get my hands on all that during the break.

MS. CALDWELL: All right. Let's come back at about quarter after.

MR. EDENFIELD: What are you showing?

MS. CALDWELL: I'm sorry. That would help. I have about eight minutes after.

MR. EDENFIELD: Okay. That's what I've got. We'll see you at a quarter after.

MS. CALDWELL: Great.

(BRIEF RECESS)

MS. CALDWELL: Okay. Let's go back on the record.

BY MS. CALDWELL (Continuing):

Q And if you would refer to your rebuttal testimony, Page 7, and looking at Lines 23 through 25 where you stated that the customer already being served by BellSouth, this service would not be disconnected until the cut over to ITC^DeltaCom occurs.

A Yes.

Q Is it BellSouth's position that customers are never without service during cut overs?

A Not in all cases. I think that what we've found is that most of the ALECs choose to provide service. When they utilize UNEs, would, in fact, result in some out-of-service time. Let me see -- This issue here, I think, was a little different than that.

Q Could you explain what you meant?

A Yeah, I'm trying to --

MR. EDENFIELD: He's reading through it now, Diana, just a second.

MS. CALDWELL: Okay. That'd be fine.

THE WITNESS: Okay. Now -- All right. I follow it. All right. Yeah, what this one is dealing with is it was sort of a strange statement by Mr. Rozycki that there were instances wherein the

customer was going to go to DeltaCom but the customer for some reason, in the process of being moved from us to them, went out of service; and then we went back in and said, okay, if you come back to us, we'll get your service back in more quickly.

First, that makes that -- that's not a situation we'd ever, you know, be able to do. And what I was doing here was explaining that that really doesn't make any sense because, first, if the customer is already being served by us, we're not going to disconnect his service until such time as we're actually -- if it's a resale, we're not going to disconnect it really at all. We're just going to do a billing change. And if it's a conversion to UNEs, the only thing -- time that we're going to disconnect is when we move the UNE over to DeltaCom, move the loop to DeltaCom at whatever the point in time they wanted it put back, you know, wanted that conversion to take place according to whatever -- on the due date of the order. So that's really the only time the customer is going to be back and going to be out of service at all.

Now once that happens, we can't put them in service any more quickly than they can put them in service. So I just -- the statement he's making

just didn't make any sense because there's no situation where we could even do what he suggested that we would be doing.

BY MS. CALDWELL (Continuing):

Q Do you know how long a customer might be without service during this cut over?

A It varies. Typically, we're able to do them, you know, in a matter of minutes.

Q Okay.

A The amount of time that, you know, it takes to move the loop over, at least -- Now the reason I'm hesitant on that is that the time that the customer is going to be out of service is also dependent upon DeltaCom. For example, when we terminate -- when we give DeltaCom an unbundled loop and they're going to provide the switching, they've got to connect that loop to their switch. They have the switch. The customer is not going to be back in service until they actually do that, okay, and actually make the connection from the loop to the switch. We don't have any control over that, and I don't have any information on how long DeltaCom takes to do that.

So the only thing I can talk about is how long it takes for us to move it over to DeltaCom. Now I would assume DeltaCom would get it connected as quickly as they

possibly could. So I'm assuming that that part of the process is pretty negligible.

Q Okay. Thank you.

Referring to page 19 of your rebuttal -- I'm sorry, your direct testimony.

A Uh-huh.

Q Looking at Lines 3 through 4.

A Okay.

Q Do you agree that BellSouth has provisioned numerous UNEs to ALECs since the enactment of the Act?

A Oh, yes.

Q Will you agree that BellSouth has great experience in provisioning UNEs to ALECs?

A Yes, for many of them we do.

Q And does BellSouth have operational data, for example, provisioning intervals for provisioning UNEs to ALECs?

A The person you really need to ask that of is Mr. -- well, the answer is yes. The person who has the details on all that though is Mr. Pate.

Q Okay. We'll refer that one to Mr. Pate too.

MR. EDENFIELD: Eventually there's going to be no one left to pass these off to.

BY MS. CALDWELL (Continuing):

Q Could you provide in table format, let's see,

like a late-filed deposition exhibit, the installation provisioning intervals for all IDLC, UDLC, DSO 1, 2-wire HDL -- HDSL, 4-wire HDSL, 2-wire SL-1 and 2-wire SL-2 loops that BellSouth has provisioned or installed for the five largest ALECs in Florida since January 1 of 1999?

MR. EDENFIELD: Diana, you're going to have to put that in some sort of writing because neither one of us took all that down.

MS. CALDWELL: Right.

MR. EDENFIELD: If you will submit it in a writing. I'm not going to commit to doing it at the moment because I don't know that that's required of me under the rules of depositions, first of all. But why don't you send it to me and let us look at it and see what kind of work would be involved and whether it's even possible.

MS. CALDWELL: I think we've already asked for it in discovery.

MR. EDENFIELD: You may have. I'm just trying to figure out -- It was too much to take down while you were asking it.

MS. CALDWELL: Right. I understand. I think we have asked for it in discovery, so we'll just wait for your responses.

MR. EDENFIELD: We have the discovery responses

in front of us if it was something from the first set. If it's in the second, I think those responses are coming Monday.

MS. CALDWELL: Right. And it's in the second set.

MR. EDENFIELD: Okay.

BY MS. CALDWELL (Continuing):

Q All right. Let's move on to Page 19, Lines 6 through 8 of your direct.

MR. EDENFIELD: Diana.

MS. CALDWELL: Yeah.

MR. EDENFIELD: I'm sorry to interrupt you. Before you move on, if there's something specific you're looking for in that answer other than -- in other words, if you're looking for information beyond exactly how it was worded, let me know now, and we'll do our best in our response coming out Monday to do that for you. You were asking something about a table.

MS. CALDWELL: I think what we're specifically looking for are the provisioning intervals.

MR. EDENFIELD: Provisioning intervals. And forgive me, because I don't know which question it was. I don't have the -- Is this out of the interrogatories or the requests for production?

MS. CALDWELL: I think it was -- It would be in the interrogatories.

MR. EDENFIELD: If you can refer -- I have those in front of me. If you can refer me to a question number --

MS. CALDWELL: I think we'll have to check on that and get back with you.

MR. EDENFIELD: Okay. I just wanted to make sure that if you're looking for something specific, we can make sure we try and get it in that form.

MS. CALDWELL: All right.

MR. EDENFIELD: I'm being told at the moment that it's a massive, massive amount of information that's going to be produced.

MS. CALDWELL: Okay.

MR. EDENFIELD: And I'm not sure if that's what you're looking for is six reams of paper.

MS. CALDWELL: We'll check on that and get back with you before we end the deposition.

MR. EDENFIELD: Okay. I'm sorry to have interrupted.

MS. CALDWELL: That's all right.

BY MS. CALDWELL (Continuing):

Q We're on Page 19 of the direct testimony, Lines 6 through 8.

A Yes.

Q Mr. Varner, would you describe SQM and how BellSouth uses SQM?

A Yes, SQM stands for service quality measurements, and what the SQM is is the list of performance measurements as well as the measurements themselves that we utilize to ensure that we're -- to demonstrate that we are providing nondiscriminatory treatment to ALECs. We provide this data, you know, to ALECs individually as well as on a combined, you know, basis. When I say combined, I mean all ALECs together. And the SQM is a specific list as well as the definitions of what is actually measured and how it's measured and the measurement results that we produce monthly.

Q And what type of data did BellSouth use in developing the SQMs?

A We used input from ALECs. We used input from various state commissions. There were workshops. We've had meetings with the FCC to go over all the specifics in detail, so we've gotten input from the FCC staff as to what types of measurements they think we needed to have and how they should be measured. So it's sort of been a massive amount of input from both ALECs, state commissions, and the FCC staff with regard to how the SQM is to be constructed.

Q Is the resulting SQM, is that published in a manual, or how is -- how do we know what the service quality measurements are?

A They are published. There are a couple of ways. There is, in fact, a manual that lists them. I believe I actually listed them in my testimony. I typically just list the, you know, just provide a list of the measurements themselves in my testimony. There is, in fact, a detailed manual though that has it all in there. This is also on the Web site.

Q All right.

A Our interconnection Web site also has this information. I was just looking through my testimony to see if I could find out what page the list was on.

MR. ADELMAN: Try page 16.

THE WITNESS: 16?

MR. ADELMAN: Somewhere in there. 15 through 17 is my bet.

THE WITNESS: Ah, here it is. It's page 14.

MR. ADELMAN: Sorry.

MS. CALDWELL: All right. Thank you.

BY MS. CALDWELL (Continuing):

Q And let's refer to Page 14, Lines 6 through 16 of your rebuttal?

A Okay, I was talking about direct.

Q Okay.
A With the list of the SQMs.
Q All right. But let's go on to your rebuttal.
A Okay.
Q I'm sorry. Mr. Hyde's rebuttal.
A All righty.
Q And Page 14, Lines 6 through 16.
A Page 14, lines -- Okay. I have it.
Q And have you had an opportunity to review the Lines 6 through 16?
A No, not yet.
Q All right.
MR. EDENFIELD: While he's reading, Diana.
MS. CALDWELL: Yes.
MR. EDENFIELD: I may have told you this -- my brain isn't what it used to be -- I now have the discovery responses if you need to ask questions about those.
MS. CALDWELL: All right. Thank you.
THE WITNESS: Okay, I've read that.
BY MS. CALDWELL (Continuing):
Q All right. Do you agree with Mr. Hyde on Lines 8 through 9 that BellSouth uses the same loop and switch UNE functions for BellSouth's retail functions?
A No, I do not. That was sort of the discussion

we went through before. What Mr. Hyde is saying is that because we use loops and we use switching, for example, in the provision of unbundled -- I'm sorry, in the provision of basic local service, that that means that we've got an equivalent retail functionality, and that's just not the case.

And probably the clearest example of is this, is let's assume we have a customer on basic local service and the customer disconnects and we put soft dial tone on the line. We leave the loop, and we leave the switch connected. We just turn it off at the switch and put the recording, okay? Now when the next customer comes in to get basic exchange service, the only thing we have to do is to change the translations and put in whatever features they want and so forth, but we don't really ever have to touch the connection between the loop and the switch. However, if you want an unbundled loop, we have to go in and actually disconnect that loop from everything else. We have to physically unbundle it from the network in order to give you an unbundled loop. We don't do that for ourselves, we just don't. So there's really nothing to compare that specific service to as a retail -- there is a retail service that's directly comparable to that function. We don't have to send a technician out there, go out to the frame, take this off,

so forth, coordinate with the CLEC, send it over to their collocation space. We don't have to do any of that stuff for our retail customers. So that's why I disagree, with Mr. Hyde. The same thing with switching. We have to go through the same type of effort with switching if we were providing unbundled switching, which we don't have to do for retail customers.

Now what he does in this paragraph is he tries to draw some parallel between the UNEs and I think -- the relationship of UNEs and retail service and the relationship between access and tunnel (phonetics). And those really don't have any comparison at all with each other. He's right that we did impute access charges to toll prices, but imputing prices has nothing to do with actual physical provisioning at all. He's not suggesting here an imputation requirement with respect to UNEs. He's somehow suggesting that the functionality is the same so you can just sort of match one against the other as a provisionary requirement.

Q All right. Thank you.

Do you agree with Mr. Hyde's conclusions on Lines 14 through 16 that while BellSouth does not provide UNEs to itself BellSouth still provides functionality -- functionally identical facilities and equipment to itself?

A No, that's not correct. We don't provide anything that's functionally equivalent to an unbundled network element to ourselves. Yes, we do provide loops. We provide switching in the provision of basic local exchange service, but we don't provide them on an unbundled basis. We don't provide them separated from everything else in the network to ourselves, which is what's required in order to provide a UNE.

Q Okay. I've asked for everything -- Would you happen to have ITC^DeltaCom's responses to staff's first set of interrogatories?

MR. EDENFIELD: I have them in my office. I'm sorry, that was the one thing you didn't list.

MS. CALDWELL: I know, and I realized that I asked for the wrong thing.

MR. EDENFIELD: You want me to go get them now, or would you like to come back to it at the end?

MS. CALDWELL: We'll come back to this at the end.

MR. EDENFIELD: Okay. I think we have everything else you had asked for.

MS. CALDWELL: I know, and now I don't need staff's interrogatories. I needed ITC's responses, but we'll come back to that.

MR. EDENFIELD: Okay.

BY MS. CALDWELL (Continuing):

Q I think let's go back to the Interconnection Agreement.

A Okay, I have it now.

Q All right. And I think we were asking about what the rate for reciprocal compensation for termination of local traffic under the existing interconnection between BellSouth and ITC.

A Oh, yeah. That's right. Let me see if I can find it here. Sorry, it's taking me a few minutes because they have a nine-state agreement. I'm trying to find the price list for Florida.

Q All right.

A It may not be a nine-state, but it's a multi-state agreement. I'm looking at the Interconnection Agreement.

Q Right.

A And I only see prices for three states.

Q For reciprocal compensation for termination of local traffic?

A For anything.

Q All right. For the other states, do you have rates --

A That's what I was thinking, but -- oh, here we go. Florida.

MR. EDENFIELD: Those are loop rates.

THE WITNESS: Loop rates. All right. Here's Florida. Let's see if we can find interconnection.

BY MS. CALDWELL (Continuing):

Q This would be reciprocal compensation for termination of local traffic.

A Okay. Why don't I do this, could I do that as a late-filed rather than try to figure it --

Q Sure.

A -- try to locate it in here, and I'll just give you a late-filed and give you a copy of the contract provision that's got it in there.

Q All right. Let's mark that as -- I think we were doing it depo exhibit. And, Mr. Varner, what are your initials?

A AJV.

Q AJV-1.

A Okay. Let me clarify one other thing, if it's not -- if there isn't anything in there, I'll just say that in the late-filed.

Q All right.

A Okay.

Q And let's title reciprocal -- rate for reciprocal compensation for termination of local traffic, and I think we're going to add slash Florida on that.

All right. Under the existing Interconnection Agreement, is traffic to ISPs included in the definition of local traffic?

A No.

Q And, therefore, it would not be subject to reciprocal compensation?

A That's correct.

Q Okay. We're now going to be looking at Mr. Varner's rebuttal testimony again.

A Okay.

Q And also the Advanced Services Order, FCC 99-48.

A Okay, I have both of those.

Q Okay. And the Commission's order. If you'll turn to Page 22 of Mr. Varner's rebuttal testimony, beginning at Line 11.

A Okay.

Q Mr. Varner states that:

> "BellSouth's physical collocation rates as established by this Commission in its April 29th, 1998 order appropriately applied a physical collocation whether an arrangement is enclosed or unenclosed."

A Yes.

Q On Pages 166 and 167 of the Commission, Florida Public Service Commission --

A I'm sorry, Diana, that's page --

Q 166 and 167.

A Okay. Hold on just a minute.

MR. GOGGIN: Diana.

MS. CALDWELL: Yes.

MR. GOGGIN: This is Michael Goggin. If you recall yesterday, the copy that Daonne Caldwell had at her deposition did not include the same tables on the same pages as the copy that you were looking at.

MS. CALDWELL: Okay.

MR. GOGGIN: I just wanted to --

MS. CALDWELL: I think she was looking at the recommendation and not the order, but I think she still had the rates that she could look at.

THE WITNESS: Okay. I have it.

BY MS. CALDWELL (Continuing):

Q All right. And you're looking at the approved rates and elements?

A No, my Page 166 is the ordering clauses.

MR. GOGGIN: That's the same version that Daonne Caldwell was looking at?

THE WITNESS: Mine has the ordering clauses as

one sixty -- and then 167 is the last page of the order with the signature page.

MS. CALDWELL: All right.

MR. EDENFIELD: Were you able to locate the tables for Daonne's --

MS. CALDWELL: Yes, we were.

MR. GOGGIN: Daonne was actually handed a copy from the staff yesterday and also used one of the exhibits to your testimony, Mr. Varner.

MS. CALDWELL: All right. And I think --

THE WITNESS: Okay. Are you looking for the collocation prices?

BY MS. CALDWELL (Continuing):

Q Well, I guess what I'm asking for is where did you find those rates? What were you using when you used those rates in your testimony? What was the source?

A Okay, now I need to -- Which rates? Are you talking about the rates for physical collocation?

Q For cageless -- yes, cageless and caged.

A Okay, the rates I'm looking at are on Page 139 in that order.

MR. EDENFIELD: It's Table XIII, if that will help you all find it where you all are. Table 13?

THE WITNESS: Physical collocation, approved rates and elements.

MS. CALDWELL: All right.

THE WITNESS: And then I think there may have been some more. Wait a minute. No, I think this is the one. This is the '99 order. Wait a minute.

BY MS. CALDWELL (Continuing):

Q I think what I'm trying to establish is what did you reference in your testimony? Where did you get the references for the rates that you used in your testimony?

A From the various -- well, either -- if you look at the -- I think the one we should use, let's use the revised sheet because that was the revision when I revised the testimony, was to revise the price list.

Q Right.

A And the references are whatever it says over under source. It says 4/29/98 order, for example.

MR. EDENFIELD: Hold on a second, Al.

Diana, are you with us? We're in the revised testimony, Exhibit AJV-1.

MS. CALDWELL: Okay.

THE WITNESS: And for example, where it says 12/31/96 order, that was the first order. I think that was actually out of an arbitration. And then the 4/29/98 order is the one we were just looking at, I believe. But wherever it references an order

over there, I'm talking about an order out of the Florida Commission.

BY MS. CALDWELL (Continuing):

Q All right.

A With that -- let me see, I think the 4/29 is the one that -- yeah, 4/29 is the one that we're looking at.

Q Okay.

A The only other one, I think, is 12/31/96, which was -- that, I believe, was actually out of the AT&T arbitration.

Q Okay.

A Yeah, it was. That was out of the AT&T arbitration where the Commission set a number of rates in that order, and then there were some more that -- there were set some interim rates in that order, and they made them final in this 4/29/98 order. And I've only listed the ones here which I believe are the ones that DeltaCom has raised as a part of Its arbitration.

Q All right. Are you familiar with, and looking -- we're still now on the April 29th, 1998 order. Are you, were you involved in that docket?

A Yes, I was.

Q All right. So are you familiar that BellSouth had proposed a nonrecurring application fee of $7,186 to

cover 87 and a half hours of labor?

A I just don't remember what we were proposing.

Q Okay. Are you aware that the Commission considered BellSouth's application fee excessive?

A They came up with a different one. I don't recall, you know, how they characterized it. But they came up with something lower than what we proposed, if I remember correctly.

Q All right. Subject to check, would you agree that they had approved MCI's -- AT&T's proposal which included 118 labor hours?

A I just don't know.

MR. EDENFIELD: Will you accept it subject to check?

THE WITNESS: Oh. Yeah, I would accept that subject to check.

BY MS. CALDWELL (Continuing):

Q All right. And then, again, subject to check, the labor hours are to be distributed as 52 hours of nonrecurring, and the remaining 66 hours collected on a recurring cost?

A Okay.

Q All right. Is it correct to state an application fee is exclusively a manpower fee?

A I don't know. Ms. Caldwell actually would have

been the one that knew that.

Q Okay.

A I know generally what functions it's designed to cover.

Q Could you give me those functions? I think maybe that's what we were looking for from Ms. Caldwell and she could not provide the functions.

A Okay. Essentially, application fee is the process of going out, determining what space is available, what needs to be done in order to provide the space that they've asked for in the application during the -- determining exactly what work needs to be done and what is the price for that work. I sort of liken it as the process of developing an estimate. If you were building a house and you went to a contractor and said, okay, this is what I want, the cost that they would incur to go in and provide you with a detailed estimate of the cost of building that house is essentially what the application fee involves.

Q Are there any components of that application fee that could be done on a more general basis prior to the application?

MR. EDENFIELD: Objection to the form. But you can answer it if you understand it.

THE WITNESS: Yeah, I'm not sure. I don't

really follow you.

BY MS. CALDWELL (Continuing):

Q Okay.

A I don't think so.

Q My question would be: Is the labor cost -- or is the labor component specific to the application fee or specific to what would be comprised in the application fee?

A The labor component.

Q Specific to what is required for the application.

A You mean that specific application?

Q Yes.

A Yes, it would be. That's the effort that's required to handle that specific application that that ALEC -- that specific request for space that that ALEC has given us. It's not a general, you know, type of -- you know, generally making things available. For example, that's not part of the application.

Q Okay. Reviewing the FCC Order, 99-48.

A Okay.

Q Paragraph 40. And, in particular, looking at the statement that says: We require incumbent LECs to make each of the arrangements below available to these competitors as soon as possible without waiting until

competing carrier requests -- without waiting until a competing carrier requests a particular arrangement so that competitors will have a variety of collocation options from which to choose.

All right. Is BellSouth in the process of making office space available -- availability accessible to CLECs?

A Office space? Would you repeat --

Q Well, or collocation space, or central office space.

A Okay. Would you just repeat the question?

Q Is BellSouth in the process of making central office location space available -- availability accessible to CLECs?

A Space availability accessible. I don't quite -- I really don't follow that. We've made collocation available. I mean we had done that even before this order, and we've also made all of the options required by this order available, if that's --

Q Okay. Are --

A I'm not sure that's responsive to your question though.

Q And I'm going to try to ask it a different way just to make sure that we're clear. Is BellSouth in the process of taking inventory of all of its available

collocation space?

A I don't believe -- I don't believe that we are. I was trying to recall. There was something that we had to do under this advanced services order. It wasn't taking inventory, but it was something that we had to do in individual offices. I was just trying to recall what that was, and I can't remember.

Q And that was going to be --

A But we're not in the process -- The answer is, no, we're not in the process of taking an inventory of everything that's in every wire center.

Q My next question would be: What do you believe BellSouth is required to do to comply with the FCC Order, 99-48, particularly Paragraph 40, for advanced services?

A Okay, under 40, what we have to do is -- and you kind of have to talk about 40 and --

Q The surrounding paragraphs.

A Yeah, the ones that follow after it. What we have to do is the FCC specified there were three different types of collocation that we had to make sure we made available. That was all in addition to, you know, what was already out there, just plain old physical, cage physical collocation. And it required us to make cageless collocation available, which we had already done, so we didn't have to do anything there.

They required us to make shared collocation available, which was pretty simple for us to do, and we've done that. And they also required us to make collocation available at adjacent locations, which we've also already done. So in order to comply with those things, what it does is require us, that if somebody wants those, that we have the processes in place in order to make each of those arrangements available to an ALEC if they want it; and we've done that.

Q And how would somebody know that those spaces are available?

A Through -- well, for one, we've -- I know we've done some notification. We've also included provisions in collocation agreements that make these -- that obligate us to provide these types of arrangements. So if they wanted them, all they'd have to do is ask us for them and, you know, we'd put it in their collocation agreement.

Q Is there a way for the ALEC to know ahead of time that in a particular office there is space available for a particular -- either cageless or caged or virtual collocation? I mean will the ALEC know in advance of asking?

A I'm just not sure. I'm just not sure. Mr. Milner is the one that, I think --

MR. EDENFIELD: He was yesterday afternoon.

THE WITNESS: Yeah, he's the one that's most familiar with exactly what information is available.

BY MS. CALDWELL (Continuing):

Q Okay.

A But, typically, we don't even know, so -- and that's the best I can do with it. We have information on floor plans and so forth, but when we get an application, we have to go out and verify that information. I mean we don't, for example, update central office drawings for each and every bit of work that gets done there. So when we get an application, we have to go out and verify that our records are, in fact, correct before we commit to giving somebody space and then go out to the office and find out that space we thought was vacant actually had equipment in it.

Q All right. Thank you.

Do you feel -- or does BellSouth feel that there will be an increase or a decrease in the coordinated -- coordination activities involved in processing the CLEC applications?

MR. EDENFIELD: For collocation?

MS. CALDWELL: For collocation.

THE WITNESS: I don't know. Again, it's going to vary depending on the particular space that they

ask for and in order to locate it. I don't necessarily see anything out of this order that gives you any direction one way or another.

BY MS. CALDWELL (Continuing):

Q All right. Thank you.

I think we're back down to -- can we go back now to ITC^DeltaCom's response?

A Yes.

MR. EDENFIELD: Why don't you give me two seconds to run to my office and get my hands on them?

MS. CALDWELL: All right. Let's take a -- just go off the record for a second.

(DISCUSSION OFF THE RECORD)

MS. CALDWELL: Okay. Everybody is here.

BY MS. CALDWELL (Continuing):

Q I wanted to go back -- we were talking about the late-filed exhibit we were talking about and the fact that it was in staff's second set of interrogatories. It would be Question Number 64.

A Okay. Oh, oh, oh, that was the --

Q That was that laundry list of --

MR. EDENFIELD: Right. I've got those here.

MS. CALDWELL: Okay. So that's what we were referring to.

MR. EDENFIELD: Okay. Do you want that in any different form than what you -- how it's stated?

MS. CALDWELL: No, that will be fine.

MR. EDENFIELD: Okay. I was just trying to make your life easier as possible because I understand it's a bunch of paper.

MS. CALDWELL: Okay.

BY MS. CALDWELL (Continuing):

Q All right. We're now on ITC^DeltaCom's supplemental responses to staff's first request for production of documents, and the question is on the response to Question 6. What I would like you to do is read the response and then comment on it.

A Okay, is it all parts of it or just -- I'm showing two parts.

MR. EDENFIELD: Yeah. For the record, Diana, I'm showing a Part 6A and 6B.

MS. CALDWELL: Well, let's cover them both.

MR. EDENFIELD: All right.

THE WITNESS: Okay, I've read it.

MR. EDENFIELD: Do you have the diagram?

THE WITNESS: That must be it right there.

MR. EDENFIELD: Okay. He's read it, and we have the diagram.

MS. CALDWELL: All right.

BY MS. CALDWELL (Continuing):

Q And could you respond, or what would be your response to his response?

A I guess it's pretty much -- it's a lot of discussion, but it really doesn't hit the relevant point. When we convert -- If they want an unbundled loop and the customer is on IDLC, the fact is we really can't provision that unbundled loop utilizing the IDLC. IDLC is an integrated technology that integrates the loop into the switch, so if you want an unbundled loop separate from the switch and that customer is getting basic service off IDLC, you can't get it. So this continual insistence on trying to get something that you really can't get, I don't know what the point of it is.

Now his concern about their being additional analog digital conversions, the UDLC versus IDLC, well, yeah, that's true. You're going to have additional analog digital conversions. But the important point is does that unbundled loop meet the technical specifications for an unbundled loop? And the answer to that is, yes, it does. When we provide them with an unbundled loop, 2-wire analog or ISDN or DS-1 or whatever, there is a set of technical specifications that go with that loop regardless of whether that loop is over UDLC or over copper or whether it was previously a part

of basic exchange service provided over IDLC, it's going to meet those minimum technical specifications.

Now in some cases a customer, when they were getting service from us, they may have been able to -- the facility that they had could have exceeded those minimum specifications, and they could have been getting something better because when you've got a minimum, that means that everybody has to get at least that. Obviously some people are going to get better capability than that. We don't guarantee that, and if a customer is getting that, they're subject to lose it whenever we do a network reconfiguration.

So we're not guaranteeing service levels above the minimum for our own customers or for the loops that we provide to DeltaCom. That's all we guarantee, is the minimum. But regardless of the technology that's used, they're going to get a facility that meets the technical specifications for an unbundled loop. It sounds like what Mr. Hyde has a problem with is the technical specifications for an unbundled loop, which if he does, the appropriate place to address that is with the standards body, not an arbitration proceeding.

Q All right. And my next question was the technical specifications, where are you getting those standards?

A They are technical publications typically put out by the outfit that used to be BellCore. I don't know what they call themselves. I just drew a blank.

Q It's Bell something?

A No, it's not Bell anything any more. It's --

UNIDENTIFIED SPEAKER: Accordia (phonetics).

Q Telcordia.

A Telcordia. Telcordia.

Q All right. Okay. Thank you.

We're now going to look at the specific issues, Issue 6 and Issue 13.

A Okay.

Q Issue 6 states:

"Should BellSouth be required to provide changes to its business rules and guidelines regarding resale and UNEs at least 45 days in advance of such changes being implemented; and if so, how?"

Issue 13 states:

"Should SL-1 orders without order coordination be specified by BellSouth with an a.m. or p.m. designation?"

A Okay.

Q All right. Are you familiar with Paragraphs 517 and 518? And I'm looking at the FCC Order 96-325. And I think what I'm going to do is just read to you a particular sentence and then ask you a question.

MR. EDENFIELD: Wait one second, Diana. What's the order?

MS. CALDWELL: 96-325?

THE WITNESS: Okay. What were the paragraphs again?

BY MS. CALDWELL (Continuing):

Q 517 and 518.

A Okay. I have it.

Q Great.

A That's the first report and order, right?

Q Yes.

A Okay.

Q Particularly, it states in the middle of five -- or towards the end of 518:

> "Finally, if competing carriers are unable to perform the functions of preordering, ordering, provisioning, maintenance and repair, and billing for network elements and resale services in substantially the same time and manner that an incumbent can

for itself, competing carriers will be severely disadvantaged if not precluded altogether *from fairly competing*."

And my question is: Would you agree that the word "can" in Paragraph 518 means currently providing or capable of providing?

A I think it means currently providing, that it's giving them the ability to do it in substantially the same time and manner as the incumbent is currently doing it because, remember, the standard here is the extent to which they can compete against the incumbent for customers. So they have to be able to provide these capabilities, according to this paragraph, substantially in the same time and manner as the incumbent is providing it for themselves. If the incumbent increases its level of performance, then obviously the level -- for its retail customers, then obviously it has to increase that level of performance for the CLEC.

Q And why would you believe it does not mean capable of providing?

A Because the issue here is to what extent can the CLEC compete against the incumbent, and the only way you can measure that is: What is the incumbent actually doing? If the incumbent somehow has some latent ability to do something in a greater manner but they're not doing

it, that has no effect on the market place, the customers aren't getting it, regardless of whether -- in other words, we could process an order for a retail customer in three hours as opposed to two days. The fact that we could do that doesn't affect their ability to compete if all we're offering is two days. If we're only processing orders on two days, that's what's relevant because that's what they have to compete against, is the ability to process orders in two days. If some hypothetical capability that we might be able to do is not offered, it certainly doesn't affect their ability to compete because our retail customers aren't getting it.

Q All right. So your standard for determining this is what the incumbent has to compete against currently?

A What the CLEC has to compete against.

Q Right. I'm sorry. What the CLEC has to compete against currently.

A Yes.

Q All right. Is it BellSouth's position that the correct interpretation of this, as it relates to BellSouth, is that BellSouth is obligated to provide ITC with all SL-1 installation functions and all changes to business rules and guidelines associated with wholesale processes to ITC at substantially the same time and

manner that BellSouth can for itself?

A No, not really because it seems to me you're comparing apples to oranges here. The systems and the business rules and so forth that we're providing to CLECs for their use of the OSS systems or for these interfaces to give them access to OSS are unique to them, okay? This is systems that were developed for them that has a set of business rules that's only applicable to them. We don't use those systems at all for ourselves, so there's really nothing to compare to.

Now the only thing you're trying to do, I guess, looking at it and saying, okay, when they have preordering capability, can they perform preordering in substantially the same time and manner that BellSouth is able to provide preordering on its retail system? And that's the type comparison that you're making. But when you're talking about changes in business rules and so forth, business rules are only applicable to their systems, the ones that would affect Mr. Hyde anyway.

Q All right. And then the business rules allow them to perform or to act in substantially the same manner as BellSouth even though they're not the same rules?

A That's right, because the systems are different. They couldn't be the same rules entirely

because they have a set of interfaces that is unique for them that was necessary to be developed for them in order to give them access to OSS so you really can't have the same business rules. In some cases, actually, their systems actually give them a better capability than ours do.

Q Let's also talk about SL-1 installation functions.

A Okay.

Q Would it be that BellSouth is obligated to provide ITC with all SL-1 installation functions at substantially the same -- in substantially the same manner as BellSouth can for itself?

A Again, that goes back to that other issue we talked about. We don't provide -- SL-1 is a type of unbundled loop.

Q Okay.

A And we don't provide unbundled loops to ourselves.

Q Right.

A So there really isn't anything to compare to.

Q Well, how about specifically regarding the a.m. or p.m. designation to provide them their --

A Oh, okay, yeah. That particular issue?

Q Right.

A Yeah, what we've said there is that we're willing to offer them the a.m./p.m. designation --

Q Right.

A -- on the same basis that we offer it to our retail customers; and that is, we offer it to a retail customer, an a.m./p.m. designation, if, in fact, we have to access a customer's premises in order to work the order and the customer wants it. The customer, you know, wants us to designate it. Under those circumstances, we would do the same thing on an SL-1 for DeltaCom.

Q Okay.

A If we have to enter the customer's premises and the customer -- DeltaCom's customer, you know, wants a designation, then we'll offer it for them on the SL-1 as well.

Q All right. Does BellSouth provide a.m. or p.m. designations to any subsidiaries?

A Subsidiaries. I was just trying to think of -- I don't believe we did.

Q All right. How about to any affiliates?

A Not that I know of. No, I don't believe we did.

Q Any other telecommunications providers?

A The same -- we've offered this same language to other CLECs, you know, that I just described that we

offered to DeltaCom. I don't know that any of them have taken us up on it, so I can't say whether we've actually implemented it; but we've offered it, you know, offered the same provision to other CLECs.

Q Can you give the names of any of the other CLECs that you have provided the a.m. and p.m. designation?

A Again, I'd have to go look at the contracts because it's part of our standard offering, so it's just a matter of trying to find out if any of them have taken it.

Q Okay. And do you know for sure whether the provision is specified in any particular agreement?

A That's what I'd have to go check, to see if anybody has taken an agreement that has that provision in it. We have offered it, but whether anybody has taken us up on it or not, I don't know. That's like we've offered it to DeltaCom, and they didn't take us up on it.

Q Do you think you'd be able to find any of the contracts that you may have -- I mean is it in an offer or --

A Yeah, what I'd have to do is just go back and look at contracts.

Q All right.

A And see -- you know, identify some of them that

may have this pro -- that would have this provision in them.

MR. EDENFIELD: We'll do an inquiry, Diana, and see what we can find.

MS. CALDWELL: Okay. Can we -- let's go ahead and create a late-filed exhibit, that if you can, I mean you'll give me a response in the late-filed that, no, you don't have them; or if you do, you would list the names?

THE WITNESS: Sure.

MR. EDENFIELD: Wait, wait, wait, wait. You're wanting -- I mean that's going to require us to go through probably a thousand interconnection agreements. I mean I'm certainly willing to tell you whether it's in one. You really want the names of all the CLECs who have one or ALECs who have one? How about some?

MS. CALDWELL: I think all we want to know is if you have any provisions in your contracts that are beyond what you have offered to ITC.

THE WITNESS: The answer to that is no.

BY MS. CALDWELL (Continuing):

Q Could you then just give us a few examples of what you have offered to ITC that other companies have accepted?

MR. EDENFIELD: That's what we're not sure, whether another company has accepted. How about we'll look and see what another company has accepted.

MS. CALDWELL: All right.

MR. EDENFIELD: We'll give you some -- if, in fact, one has accepted, we'll give you some language out of that Interconnection Agreement.

MS. CALDWELL: All right. That will be fine.

MR. EDENFIELD: Do you want to know what we've offered to DeltaCom, or are you satisfied with that?

MS. CALDWELL: Wouldn't that --

MR. EDENFIELD: I mean I assume that's what Mr. Varner said, but --

MS. CALDWELL: Yeah, I think we already know what you've offered to ITC^DeltaCom.

MR. EDENFIELD: Okay. All right. We will take a look, and to the extent that it exists in an Interconnection Agreement, we will give you some language that typifies. I'm assuming it would be a standard language. If It's something other than standard language, I'll give you that too.

MS. CALDWELL: All right. And, also, let's first give this exhibit a name. It would be Depo

Exhibit AJV-2, and let's name it a.m. or p.m. designations. And what you'd do is give us an example of the a.m. or p.m. designations that have been accepted or a statement that you have no others that are -- or you have none that have been accepted.

MR. EDENFIELD: Okay. We'll do that.

MS. CALDWELL: Thank you.

BY MS. CALDWELL (Continuing):

Q With respect to Issue Number 6, the business rules and guidelines, does BellSouth notify each affiliate, subsidiary, or telecommunications provider, or any other entity individually of changes to its business rules and guidelines?

A No. I mean -- no, not in regard to these. Everybody gets notified the same way. I mean that's one of the issues that we're concerned about here, is to ensure that everybody gets the same type notification.

Q And what is the current procedure for notification of the changes?

A Yeah, our current process is the Web site. That's what we use to notify everybody. Now, of course, you know, CLECs do have account managers, and some account managers take it upon themselves to do, you know, other things, and they call people up or something like

that. But our only standard, I guess, or guaranteed notification method is through the Web site.

Q Okay. Does each affiliate, subsidiary, telecommunications provider, or any other entity receive notification of changes at the same time interval?

A Yes, because it gets posted on the Web site. I mean that's how they get it. That's one of the reasons for doing it that way.

Q And so it's incumbent upon them to check the Web site?

A Yes, and DeltaCom does that. I mean they all -- As far as I know, they all do that. I'm sure DeltaCom does.

Q Is it posted at any -- are there certain times of the day that it's posted on the Web site, or it can go in in the morning, or it can go in late in the afternoon?

A I'm going to have to send you to Mr. Pate for that. That's a level of detail that exists beyond me.

Q Okay. Does BellSouth provide anyone a 45-day or more advance notice?

A No, not as a -- No. Let me back up for a minute. Not as a standard practice. What you have here is you're talking about change notification generally, and there are a couple of different ways that process takes place. We have a change control process or change

management process that involves CLECs and us actually working together to define what the changes are and when they're going to take place and that type thing. And that's usually done on, like, major releases of software and so forth. So under that process, you know, the notification period could be, you know, several months in advance because, they're not only getting notified of it, they're actually, in some cases, inputting to what the change is actually going to be.

Then there's others that, you know, are not as involved as that, which I think are the ones Mr. Hyde is talking about; that what we do on those is we try to adhere to a 30-day advance notification. And what we're trying to do there is balance the need to give the ALECs advance notification with the need to implement and change. The more advance notification you give, obviously the more time has to elapse before you can make the change, so you can't make the change as soon as you otherwise would be able to. And all of these things are changes that are designed to improve processes, so we like to get them in as quickly as you can get them in but, you know, allow people an opportunity to be able to adapt to whatever they need to do to make them work. And we think that in 30 days you can work them out.

There are other changes that actually come in

on less than 30 days' notice. If we discover an error or something like that, we fix that as quickly as we can. If there's a Commission order that obligates us to do something by a certain date and that date is less than 30 days, we're going to comply with that order. So you can't really make a blanket statement about, you know, when the notification takes place because it sort of depends on what the change is.

Q Do you have any other agreements with any affiliates or any other entities that would have any kind of advance notice for changes specifically in the agreement?

A I was trying to remember whether we have one with the BellSouth CLEC. If we did, it may have something in there, but that will be the only one that's even a possibility, and I don't know whether they have anything in there or not.

Q Could you check, and then we could -- and if it does, file that as a late-filed exhibit?

A Sure.

Q All right. Let's name that Depo Exhibit AJV-3, advanced notification of changes. And in that, if you have any agreements that do provide for advanced notification, you would give us the particular provision and name the company.

A I can tell you that a BellSouth CLEC is going to get notified the same way that everybody else gets notified. They're going to have to check the Web site.

Q Okay. All right. Let's turn to Page 21 of your direct testimony.

A Okay. I have it.

Q Okay. And looking at Lines 3 through 18. In particular, you state that BellSouth makes a good-faith effort to post all OSS-related notifications 30 days prior to the implementation of the change or rule. However, there may be circumstances in which the 30-day time frame is not met.

A Yeah.

Q Could you give me the examples of circumstances in which the 30-day time frame is not met?

A Yeah, a couple of them. One of them is Commission order that requires something to be done in less than 30 days. Another one is an error, we discover an error that needs to be corrected. If there are others, Mr. Pate could tell you.

Q All right.

A Those are two that I'm aware of.

Q All right. If it's an error, could you give me some examples of that?

A You'd probably need to ask Mr. Pate.

Q Okay. Let me go ahead and ask you, and then because --

A I don't know.

Q Well, I mean what I wanted to ask you though is -- and you can just say, Mr. Pate needs to answer that, but I'd like to ask you just in case you may know and he refers it back to you.

A Oh, okay. Go ahead.

Q Might there be instances where the error is in BellSouth's favor that you have discovered and that would be posted?

A I don't really understand that question. I don't understand how an error could be in BellSouth's favor. That's the part I'm struggling with.

Q Okay.

A I mean if there's something wrong with the system, when we say error, the system should be doing one thing and it's not doing that; it's doing something else.

Q Okay. All right. I'll withdraw that question.

Could you give me the Web site address?

A I don't know it off the top of my head. Mr. Pate will have it though.

Q Okay. Does BellSouth post the effective date

and time of each business rule or guideline change?

A I know the date, but I'm not sure about time. Ask Mr. Pate on that.

Q Could you tell me the difference between a business rule and a guideline?

A I think it's just semantics really. I don't really see there is any difference.

Q When you post --

A I don't know. No, I'll just leave it like that.

Q When you post it on the Web site, do you say this is a business rule change or a guideline change?

A Yeah, Mr. Pate would have to answer that. He handles all of that.

Q All right. Would he also know whether BellSouth follows a specific procedure of posting?

A Yes.

Q So ask Mr. Pate?

A Yes. We do, and he knows what it is.

Q Okay. So your answer would be, yes, but the specifics Mr. Pate would be able to answer?

A That's correct.

Q Would you refer to your direct testimony at Page 21?

A Okay.

Q And, again, Lines 3 through 12. You state that:

> "Posting of business rules and guideline changes are done as a matter of courtesy and that BellSouth has no legal mandated obligation to provide notification of such changes that will directly affect BellSouth's customer, such as ITC."

With respect to BellSouth's provision of service to its own retail customers, wouldn't you agree that whatever a retail service -- whenever a retail service is changed, a revised tariff has to be filed prior to BellSouth's offering of the service, and the revised tariff bears the effective date and remains on file with the Commission?

A Yes, I would, but that's not comparable to the situation we're describing here. This is not a change in the service. What this is, is this is a change in the process that you use for ordering the service or in a system for monitoring repair. You're not changing, for example, the UNEs or, you know, the underlying service. What you're changing is the process that you go about ordering it or getting billing information or something like that, which is typically sometimes -- typically that

kind of stuff isn't even in a tariff.

Q All right. Thank you.

All right. With respect to Issue 13, which I think is the SL-1 order issue.

A Yes.

Q In your direct testimony, on Pages 26 and 27, you state that BellSouth's installation process is comparable to the scheduling BellSouth provides to its retail customers; is that correct?

A Yes.

Q "According to BellSouth's response to ITC's petition, BellSouth will agree to accept a customer's request for a.m. or p.m. designation when access to the customer's premise is required. In those instances where access to the customer's premise is not required or if access is required but the customer is indifferent as to the time of day, BellSouth should not be required to designate a.m. or p.m. installation."

How would BellSouth handle a situation whereby access to the premises is not required yet the BellSouth end-user customer requests a specific time for an

installation?

A We wouldn't offer it. We don't -- again, this is not a specific time? This is just a.m. or p.m.?

Q Right.

A And we don't offer it, unless we have to go to the customer's premises. We don't give them the ability to make that designation.

Q Would you engage in any dialogue to, you know, accommodate the end user, to pin them down?

A No. I mean what it sounds like is that here's a case where we don't have to go to a customer's premises and there's something that they want installed and they say, okay, I want you to tell me whether it's going to be done in the a.m. or p.m., and we just don't offer that ability -- that capability to the end user for the retail services.

Now DeltaCom can -- I mean they can get that kind of capability, but it's an additional charge for it. What we're talking about here is what they can get when they just order the SL-1 without, you know, specified time of day. They can order a loop to be cut over at a specific time of day at an additional, which we'll do, and we'll contract to do it at a certain time of day and there's a charge for that. But what we're describing here is what they would get without having to

pay an additional charge for it. And we offer there in that case the same thing we'd offer at retail.

Q All right. Would BellSouth try to accommodate a subsidiary or affiliate if they're not obligated to do so?

A In this regard, we would give them the same thing we're offering to DeltaCom.

Q Mr. Varner, I think I have asked you all the questions I'm going to ask you.

A All righty.

Q Thank you very much?

A Thank you. And, again, I appreciate you letting me do this by phone.

MS. CALDWELL: Oh, you're quite welcome.

EXAMINATION

BY MR. ADELMAN:

Q Good morning, Mr. Varner. How are you? This is David Adelman. I represent ITC^DeltaCom.

A How are you, Mr. Adelman?

Q Good. A quick question. Is there anybody else in the room with you other than Mr. Edenfield?

A Yes.

Q Who else is there?

A Ms. Patty Kline, who works for Mr. Varner, and Mr. Pate just walked in because he's up next.

Q Had Mr. Pate been in there for anytime before that?

A I don't know what you mean by anytime before that.

Q Well, during the course of Ms. Caldwell's questioning.

A Yes, right toward the end.

Q Mr. Pate was there?

A Yes.

Q So Mr. Pate was there for the answers about OSS and the series of questions Ms. Caldwell asked about OSS?

A I don't know if he was there for all of them. I know he was here at the end when a lot of them were referred.

Q Okay.

A Oh, you said Cald -- Wait a minute. Oh, you mean Diana's questions.

Q Yes.

A We've got so many Caldwells, and it -- Yes, he was here toward the end of some of that.

Q Mr. Varner, regarding combinations of unbundled network elements and trying to understand your position with regard to BellSouth's obligations, and I also want you to consider what you believe the FCC likely will order as a result of the proceeding for which they've

issued their press release. Do you understand the premise for the line of questioning I'm going to ask you?

A Yes.

Q Now I believe you said that BellSouth is required, or you anticipate will be required to provision combinations of unbundled network elements to ALECs where such unbundled network elements are currently combined; is that right?

A In part that's right.

Q Okay. Help me understand where I'm right and where I'm wrong.

A Okay. Obviously that 315(b) will be in effect, and combinations of elements -- elements that are currently combined in a network will have to be provided consistent with what the FCC's rules are on those elements. For example, the issue about dedicated transport and the extent to which it can be used and how it can be used is a matter that the FCC will take up when they issue the order, so if -- Let's take an example. The FCC says, okay, you can't use dedicated transport to replace special access. That means you can't use dedicated transport for that purpose, as for either by itself or as part of a combination. So if the order said that, for example, and there was a combination that represented special access, for example, we wouldn't have

to -- or I shouldn't say special access; private line, let's say -- then we wouldn't have to do that.

Q Is there any indication in the press release that transport will not be determined to be an unbundled network element?

A Dedicated trans -- no, they did say dedicated transport would be an unbundled network element, but they did also say they were issuing a further notice of proposed rule making on whether -- or the extent to which dedicated transport can be used as a substitute for special access.

Q Okay. Now with regard to unbundled network elements that BellSouth combines to provide services to Its retail customers, I understand your position to be that there are no such combinations; is that right?

A That's correct.

Q And you say because BellSouth provides services, and those services might include a loop, and they might include a port, but they don't provide services which are made up of combinations of unbundled network elements; is that right?

A I'm not sure how to respond to that because of the terminology that you're using.

Q Well, I'm trying to under -- Go ahead.

A We don't combine elements for ourselves. We

don't provision unbundled network elements to ourselves and then turn around and combine those.

Q Okay.

A However, when an ALEC asks for an unbundled network element, we have to give them an unbundled network element. We have to give them what they ask for.

Q Okay. Well, let's talk about a retail customer first, a BellSouth retail customer asks for what I call basic local exchange service. That would require you to provision a facility, a loop, and a facility, a port, or a switch, and you would combine those -- Those two facilities would have to be combined to provide basic local exchange service to a BellSouth retail customer; is that your understanding?

A At some point, that's right.

Q Okay. You would --

A It may have been combined already for a previous customer and simply left in place for that customer.

Q Okay.

A But somewhere in the process we had to connect that loop in the switch.

Q Okay. And you agree, do you not, that a loop and a switch or a port on a stand-alone basis will be considered by the FCC or determined by the FCC to be

unbundled network elements; you agree with that, don't you.

A As a UNE. I don't know what you mean by stand alone, but there will be an unbundled network element called an unbundled loop and something for -- to some extent some unbundled switching.

Q Okay. So all I'm trying to understand, Mr. Varner, is whether the facilities, the equipment that the FCC has called an unbundled network element and the equipment, the facilities that you, BellSouth, utilizes to provide basic local exchange service to its retail customers are the same equipment.

A They're not.

Q Okay. So the loops that are provided as unbundled network elements are different from the loops that are used to provide service to BellSouth retail customers; is that your testimony?

A Yes, because of the fact that the loops that are used to provide unbundled network elements are separated from everything else in the network.

Q Okay.

A And they're given to the ALEC.

Q Okay.

A Sort of the cable pair that runs from the frame and so forth out to the customer's premises will be the

same cable pair, of course. But the provisioning of an unbundled loop requires us to actually separate that out and provide it to the CLEC.

Q Okay.

A So in order to do that, we've got to go to the frame, put a cross connect from that, send that and then cross connect that over to wherever the CLEC wants it to go.

Q Okay. Now you do --

A We don't provide that at all when we do basic exchange services.

Q Now you've agreed, do you not, that there will be cases -- that there are cases in which the FCC requires that unbundled network elements be provisioned to ALECs in combined form? Do you agree with that?

A Where they're currently combined in the network, that would be correct.

Q Okay. Now when you say currently combined, are you talking about where combined, the actual facilities were combined in the past, or are you stating that where BellSouth combines such facilities in the normal course of their business?

A I mean it already had to be in existence providing service to that end user.

Q Okay. So I think I --

A If it's not already there, if we've got to put it together in order to create it, it's not currently combined.

Q Okay. So I just want to be clear on this. If there's a customer that is currently being served by BellSouth as a retail customer and has been for many years, let's assume, and they're served through combined facilities, namely a loop and a switch, all owned by BellSouth, and then that customer decides to switch to ITC^DeltaCom and ITC^DeltaCom wants to provide service to that customer using the UNE platform, the combined loop and switch purchased as a UNE from BellSouth. Are you with me thus far?

A Yes. I think what you're saying is that the loop and the port are replicating the basic exchange service.

Q Okay. And is it your understanding that the law will, or currently does, require BellSouth to provision the combined loop and port to ITC^DeltaCom in that case?

A I don't agree that it currently does, but from all indications in the press release, at least in some instances we will have to provide them with that combination if it currently exists.

Q Okay. And that's the case that I think you

referred to more generally where the loop and the port were actually physically combined in the past; is that right?

A Well, that and the switching is, in fact, a UNE is this case.

Q Right.

A Not all unbundled switching will be unbundled network elements, at least based on the press release. There are certain situations wherein switching will not be required to be offered as a UNE.

Q Okay. I --

A If it's not offered as a UNE, obviously, you don't have to offer the combination of that.

Q I understand. Well, let's assume that this is not one of the cases where the necessary and impair standard has created an exception associated with geography or the like. Are you with me?

A All right.

Q Now let's assume a new customer locates to the State of Florida from outside of your region and that customer wants to take service, initially, a retail service from ITC^DeltaCom and ITC^DeltaCom wants to utilize a combined loop and support, so combined switching and the loop, to provide retail service to that customer. Do you follow the facts?

A All right.

Q Now if I understand your position, it is that BellSouth will not be required to provide the combined loop and switch in that case because the actual facilities were not in the past physically connected to provide service to that retail customer; is that right?

A That would be correct, based on the hypothetical that you gave me.

Q Okay. So that's really -- the distinction you're making, when you talk about currently combined, is a true literal interpretation meaning that the actual facilities had to be combined; is that correct?

A I don't know whether that's true or not. I don't know what you mean true literal, but what I mean is that the facilities already have been together and in place for that end user, you know, at the time that the CLEC asked for it because BellSouth doesn't have to put the facilities together.

Q Okay. But even if in the normal course of business where there are thousands of cases where these same types of facilities, namely a loop and a switch, have been combined to provide service, unless the actual facility that will be required -- or facilities that will be required to provide service to an ITC^DeltaCom customer through the UNE platform were previously

combined, BellSouth will not provision those facilities to ITC^DeltaCom in a combined form; is that correct?

A Well, that's not entirely correct. We're not obligated to do it under the FCC's rules. We're certainly willing to do it under the professional services arrangement wherein we'll combine them, or whatever that agreement calls for.

Q All right. Let's talk about the Professional Services Agreement and what exactly you're referring to. First of all, do you have any professional services agreements in place with other ALECs that cover Florida?

A I really don't know. I'm just not sure.

Q Is that something that you could find out and provide?

A Oh, yeah.

Q Is that readily available? I don't want to create a burdensome request.

A No, that's pretty easily -- easy to ascertain.

MR. ADELMAN: Kip, can I ask that that be provided as a deposition exhibit similar to the one --

MR. EDENFIELD: I don't know. I don't know exactly what you're -- you're asking him to answer the question of, is there one in Florida. I'm not sure what exhibit you're referring to.

MR. ADELMAN: Oh, I'm sorry.

BY MR. ADELMAN (Continuing):

Q Mr. Varner, could you easily determine whether BellSouth has professional services agreements that relate to the combination of unbundled network elements with other ALECs where such professional services agreements would allow an ALEC to provision -- allow an ALEC to obtain combinations of UNEs to provide services to its customers in Florida? Do you understand the question?

A Yes, I do, but I understand that question to be somewhat different than what I thought you were trying to get to before.

Q Okay. Well, it's really -- if you think there were two different questions, it's the second one I'm interested in.

A Okay, see, the second one may not necessarily be covered by a PSA. What the PSA does is under that one we're obligating ourselves to combine UNEs for them. It really doesn't address the issue of preexisting, even though it could. It could, so --

Q Well, I'm talking about the future combination of unbundled network elements.

A Okay.

Q In other words, you know, I'm trying to make

this simple, and I'm not doing a very good job, and I apologize for that. Where you have contracted privately with an ALEC to combine a loop and switch so that that ALEC can, through the purchase of some combination, provide services to that ALEC's customers in Florida? Do you follow?

A I follow you.

Q That's the type of arrangement that you, I believe, stated could be made available through a PSA, or professional services agreements; is that right?

A That's correct.

Q And I believe you even told Ms. Caldwell that an extended loop, as it's been defined by ITC^DeltaCom, or described by ITC^DeltaCom could, at least theoretically, also be available to ITC^DeltaCom through a PSA; is that right?

A That's correct. In fact, I know one type that we actually have a PSA for. I think we've already given that one to Delta -- well, offered that PSA to DeltaCom.

Q Okay. Have you ever offered a PSA to DeltaCom under which ITC^DeltaCom could combine a UNE loop, a cross connect, and dedicated transport facilities?

A No, we didn't have a PSA for DeltaCom to combine those. They just order the loop -- order the UNEs and combine them. They wouldn't need a PSA.

Q So are you saying that ITC^DeltaCom could order a loop, cross connect, and dedicated transport in combined form and that you would provide that service?

A No.

MR. EDENFIELD: Object to the form.

THE WITNESS: No, I understood you to say that they could order those themselves, order those elements and combine them.

BY MR. ADELMAN (Continuing):

Q Okay. And the reason you -- just so I understand BellSouth's reasoning, BellSouth would not offer those in combined form because they are not currently combined; is that correct?

A Again, outside of the PSA.

Q I understand. I'm talking about in the context of an interconnection agreement which -- of the type that we would all agree need be filed under Section 252 of the Telecom Act. I'm trying to understand why you would not include the provision of such a combination of elements in that type of agreement.

A Because, in order to provide that extended loop, we'd have to combine them; and that's not an obligation that we have under 251.

Q Okay. Mr. Varner, when BellSouth constructs a special access circuit, it combines a loop, a cross

connect, and a dedicated transport, doesn't it?

A Yes, we do for the special access customer.

Q So at least in some cases those three facilities are combined in BellSouth's network, correct?

A But not for an end user. When we provide them for special access service, our customer is the carrier.

Q I understand.

A We would have combined it as DeltaCom's request for DeltaCom.

Q I understand. I'm just trying to understand if those three facilities are ever combined in BellSouth's network. And just to be clear, your answer is yes, correct?

A When you say facilities, what did you have reference to? I need to be clear on what you have reference to.

Q Okay. A loop, a cross connect, and dedicated transport facilities.

A Maybe. Maybe not. I mean, again, unfortunately, and I don't -- I'm not trying to be difficult or coy here, but you really need to be pretty specific when you're talking about these because are we talking -- if we're talking about UNEs, we're going to have to talk about UNEs. If we're not talking about those, then we need to -- I need to be clear on what it

is we are talking about.

Q Well, I was --

A I just want to make sure that I'm answering, you know, the question precisely that's being asked.

Q I understand, and I want you to understand the questions that you're answering. So, please, if you don't understand, continue to ask for clarification.

I'm trying to use the word "facility" because I don't want to quibble with you over what is a UNE and what isn't a UNE, but let me try to use the term "UNE." A UNE loop, a UNE port, and a transport UNE, which I think we agreed will be a UNE under the forthcoming FCC order, are those UNEs ever combined in BellSouth's network?

A I don't believe that they are.

Q Okay. Now the actual physical --

A Wait a minute. What did you say the last one was, the UNE transport?

Q Yes, dedicated transport.

A Okay, and I'm assuming there you mean dedicated transport to DeltaCom specifically?

Q Well, no, actually, I'm asking generally are they ever combined in BellSouth's network.

A Well, we do have -- let's see, we do have a PSA where we do it.

Q Who is that PSA with?

A I'm not sure I can say.

MR. EDENFIELD: I'm not sure we can answer that question because it's outside of an interconnection agreement. It's a private contract. I'm not sure I'm allowed to divulge that information?

THE WITNESS: I'm not either.

BY MR. ADELMAN (Continuing):

Q Has that PSA been filed with any commission?

A I believe we did in Georgia under a confidentiality arrangement.

Q How about North Carolina, they asked for it too, didn't they?

A Yes, they did, and I just don't -- I don't know what the status of that is.

Q What about Kentucky, did they ask for it?

A I don't know.

Q All right. Let's talk about these PSAs. This is a contract that BellSouth has with an ALEC or CLEC; is that right?

A Yes, it is.

Q And it relates to the interconnection of the ALEC and CLEC facilities; is that correct?

A No, not really.

Q Okay. It relates to, oftentimes, unbundled

network elements that BellSouth provides to an ALEC or a CLEC; is that right?

A No, it really relates to the service of combining unbundled network elements that BellSouth will perform for a CLEC.

Q Okay. So it's really not the unbundled network elements that BellSouth makes available, but it's the form in which the unbundled network elements are made available; is that correct?

A No. No.

Q All right.

A No, it's the service that we're providing of combining the unbundled network elements. That's the service that's being made available.

Q Okay. So it's the --

A As a professional service.

Q Okay. So it's the service of changing the form by combining them. They're no longer stand alone; is that correct?

MR. EDENFIELD: Objection to form. David, listen to what he's saying. You're mischaracterizing what he's telling you.

BY MR. ADELMAN (Continuing):

Q Do you understand the question, Mr. Varner?

A Would you repeat it?

Q Sure. So the Professional Services Agreement relates to the service BellSouth performs in changing the form of unbundled network elements from stand alone to combined?

A No, that's not correct.

Q Okay. Why don't you describe the service that is covered by a Professional Services Agreement.

A The service of BellSouth combining the unbundled network elements for the CLEC.

Q Okay. Now BellSouth's position is that these professional services agreements are to be individually negotiated by ALECs or CLECs, correct?

A Well, yes, they would be.

Q Okay. And I believe you even said in response to one of Ms. Caldwell's questions that the pricing associated with these services is a market-based price. Do you remember that?

A Yes.

Q So the price could vary as between ALECs or CLECs; is that right?

A Yes, for the professional service.

Q Correct.

A I'm not implying that that would necessarily be the case for the UNEs, you know, even though CLECs could opt for different UNE prices if they wanted to.

Q I understand. So just to be clear, you could offer this service to some ALECs at prices lower than you might offer it to other ALECs; is that right?

A You mean the service of combining elements?

Q The service that's covered by the Professional Services Agreement.

A Again, that's the service of combining elements, saying that's what's offered; and the answer to that is, yes, that price could vary from one CLEC to another, as well as the terms and conditions of doing it could vary.

Q Now you said you weren't sure if the North Carolina or Kentucky, if these professional services agreements had been filed at the North Carolina or Kentucky commission. Tell me, do you know whether the North Carolina or Kentucky commissions asked or requested or ordered that those agreements be filed?

A I don't know about Kentucky at all.

Q Okay. Let's do North Carolina.

A On North Carolina there was, at least, the request. I don't remember whether there was an order or not, for us to provide the professional service arrangement. That's really all I know about that one.

Q Okay. Can you give me the approximate time frame of that request or order?

A No, I really can't. I just don't remember.

Q With regard to the extended loops that have been provided to ITC^DeltaCom, do you recall your discussion with Ms. Caldwell about those?

A I need to clarify something here. I recall a discussion about things in Mr. Hyde's testimony we've provided 25 hundred of. I don't necessarily characterize those as extended loops.

Q Okay. Well, do you agree that in at least 25 hundred instances over the two-year period commencing in -- excuse me, concluding in March of 1997, BellSouth provided to ITC^DeltaCom a combined loop, cross connect, and dedicated transport?

A No, I do not.

Q Okay. Do you agree that during that time period BellSouth provided a combined loop, cross connect, and transport service?

A I don't know what that is.

Q All right. What --

A I'm not sure what you're trying to describe here.

Q Well, let's do it this way: There's a dispute in this case about what Mr. Hyde calls an extended loop. You'll agree with me, won't you?

A In part that's correct. He's used the term to

mean several different things, as best I could tell.

Q Okay. Do you understand that at times he uses the term to describe a combined loop, cross connect, and dedicated transport?

A As a UNE?

Q Yes.

A Yes, I think that's right.

Q Okay. Now has BellSouth ever provided to ITC^DeltaCom combined loop, cross connect, and transport as a UNE?

A As a UNE?

Q Uh-huh.

A No.

Q Okay. Have they ever provided combined loop, cross connect, and transport in any form?

A I don't know what you mean in any form.

Q Well --

A Again, we have to talk about specific services in order to be able to say what we have done or haven't done.

Q Okay. Have you ever provided a service which utilizes a loop, cross connect, and transport to ITC^DeltaCom?

A I'm sure that we have as special access. They buy special access as an interexchange carrier, so I mean

I'm sure they purchased special access service from us.

Q And it's your testi --

A Not under their -- it's my understanding not under their Interconnection Agreement have we done that. There isn't a service under their Interconnection Agreement that has the characteristics you described that I'm aware of.

Q And is it your understanding that ITC^DeltaCom can continue to purchase that service that you're calling special access?

A Oh, yes. That's not under their Interconnection Agreement though. That's just a tariffed service that they purchase out of the interstate tariff typically.

Q And do you know the price of that special access service in your tariff?

A Oh, it varies. I mean --

Q Is it your --

A There are different forms and types and contract arrangements and so forth.

Q Is it your understanding that in every instance where this service was provided by BellSouth to ITC^DeltaCom they were charged a tariffed rate for special access service?

A When you say "this service," which -- if

you're referring to special access, then they would have been charged the tariffed rate for special access.

Q Okay. Was there ever any provisioning of services to ITC^DeltaCom that allowed ITC^DeltaCom to provide local retail service to its customers without -- or with only a single collocation site in a LATA?

A Okay, would you -- the first part of that would you repeat? How about just repeat it for me.

Q Okay. Has there ever been an instance where BellSouth provided services to ITC^DeltaCom at wholesale which allowed ITC^DeltaCom to provide retail services to Its Florida customers with only a single collocation site in a LATA?

A I really don't know.

Q Okay.

MR. ADELMAN: Mr. Varner, thank you. Mr. Edenfield and Mr. Pate, thank you. That's all the questions I have.

MR. EDENFIELD: Is there anybody else there who has a direct question for Mr. Varner? If not, I've got one question on follow-up.

MS. CALDWELL: I have no further questions.

MR. EDENFIELD: Okay.

EXAMINATION

BY MR. EDENFIELD:

Q Mr. Varner, earlier Ms. Caldwell made references to the FCC's First Report and Order, and you had responded by referencing Paragraph 683. Do you have any further clarification of that answer?

A Yes, I do. That was in response to some testimony of Mr. Wood, and I was trying to go from memory about what was the FCC's paragraph that dealt with this subject; and as it turns out, it was 683, 84 and 85. And what 683 does, is it describes the approach that Mr. Wood says should be the approach that's used; however, that approach is rejected. Under 683, about midway down, it says: Under the first approach, the forward-looking economic cost for interconnection and unbundled elements will be based on the most efficient network architecture, size, and technology and operating decisions that are operationally feasible and currently available to the industry. Price is based on the least cost, most efficient network design and technology. Replicate conditions in the highly competitive marketplace but not basing prices on existing network design. This approach, however, may discourage facilities-based competition by new entrants because new entrants can use the incumbent LEC's network based on the cost of a hypothetical least cost, most efficient network.

It goes -- 684 describes the second approach.

685 is the one that he quotes which describes the third approach, and it says: Under that approach, prices -- under the third approach, prices for interconnection and access to unbundled elements would be developed from a forward-looking economic cost methodology based on the most efficient technology deployed in the incumbent LEC's current wire center locations.

And then the last part of it says: We, therefore, conclude that the forward-looking pricing methodology for interconnection unbundled network elements should be based on costs that assumes that wire centers will be placed at the incumbent LEC's current wire center locations but that the reconstructed local network will employ the most efficient technology for reasonably foreseeable capacity requirements.

And that's what our cost studies did. The idea of utilizing the hypothetical least-cost, most-efficient network was in 683, and they rejected that approach.

Q Are BellSouth's cost studies that were filed in this proceeding, as well as the ones previously filed that we rely upon in this proceeding, are they consistent with the FCC's methodology?

A Yes, they are.

MR. EDENFIELD: Okay. I have no further questions. Hearing nothing, I assume Mr. Varner is

done?

MS. CALDWELL: Yes, he is. I think we can conclude his deposition. I would like to set a time certain for Mr. Pate's.

MR. EDENFIELD: Okay. Mr. Pate is here, if you all are going to break for lunch.

MS. CALDWELL: Right.

MR. EDENFIELD: Or ever how you would like to do that. He has been anxiously awaiting his turn.

Do you all just want to go have a lunch break and come back?

MS. CALDWELL: Can we set a time for 1:30?

MR. EDENFIELD: Is that okay with you?

MS. CALDWELL: Well, just a second.

(DISCUSSION OFF THE RECORD)

MS. CALDWELL: All right. We'll come back for Mr. Pate's at 1:45.

(WHEREUPON, THE DEPOSITION WAS CONCLUDED)

* * * *

ERRATA SHEET

ERRATA SHEET

page 57, line 11: tunnel changed to toll

page 97, line 24: insert Response by Mr. Edenfield

STATE OF FLORIDA)
: CERTIFICATE OF OATH
COUNTY OF LEON)

I, the undersigned authority, certify that ALPHONSO VARNER personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 14th day of October, 1999.

NANCY S. METZKE
Notary Public - State of Florida

Nancy S. Metzke
MY COMMISSION # CC677518 EXPIRES
September 13, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE OF DEPONENT

This is to certify that I, ALPHONSO VARNER, have read the foregoing transcription of my testimony, Pages 1 through 123, given on October 13, 1999, in Docket Number 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the Errata Sheet attached hereto.

_____

ALPHONSO VARNER

Sworn to and subscribed before me this
day of , 19

NOTARY PUBLIC
State of
My Commission Expires:

CERTIFICATE OF DEPONENT

This is to certify that I, ALPHONSO VARNER, have read the foregoing transcription of my testimony, Pages 1 through 123, given on October 13, 1999, in Docket Number 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the Errata Sheet attached hereto.

ALPHONSO VARNER

Sworn to and subscribed before me this 28th day of October, 1999

NOTARY PUBLIC
State of
My Commission Expires:

Tanya W. Lynn
MY COMMISSION # CC673581 EXPIRES
September 8, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA)
COUNTY OF LEON)

I, NANCY S. METZKE, Certified Shorthand Reporter and Registered Professional Reporter, certify that I was authorized to and did stenographically report the deposition of ALPHONSO VARNER; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 14th day of October, 1999.

NANCY S. METZKE, RPR, CCR

FLORIDA)
: CERTIFICATE OF OATH
COUNTY OF LEON)

I, the undersigned authority, certify that Alphonso Varner personally appeared before me at 675 West Peachtree Street and was duly sworn by me to tell the truth.

WITNESS my hand and official seal in the City of Atlanta, County of Fulton, State of Georgia, this 13th October, 1999.

Notary Public
State of Georgia

Personally know ✓ OR produced identification ___.

Type of identification produced ___.

Notary Public, DeKalb County, Georgia
My Commission Expires Mar. 4, 2003

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REQUEST: Please provide the Florida rate for reciprocal compensation for termination of local traffic per the ITC^DeltaCom Interconnection Agreement.

RESPONSE: The rate for reciprocal compensation for termination of local traffic in the current ITC^DeltaCom Interconnection Agreement is found in Amendment No. 4, paragraph 3. The rate is $.009 per minute of use in all states.

RESPONSE PROVIDED BY:

Alphonso Varner
Senior Director
675 West Peachtree Street
Atlanta, Georgia 30375

REQUEST: Does BellSouth provide AM or PM designation for SL1 loop installations to any other CLECs or to any BellSouth affiliates? If so, provide the language in such agreements.

RESPONSE: No. There is no language in interconnection agreements specifying provision of an AM or PM designation for SL1 loop installations.

RESPONSE PROVIDED BY:

Alphonso Varner
Senior Director
675 West Peachtree Street
Atlanta, Georgia 30375

REQUEST: Does BellSouth have any agreements with BellSouth's CLEC (BellSouth BSE, Inc.) or other BellSouth affiliate that provides for advance notification of changes to its guidelines for ordering and provisioning (OSS business rules)? If so, what is the language, and for which company?

RESPONSE: No.

RESPONSE PROVIDED BY:

Alphonso Varner
Senior Director
675 West Peachtree Street
Atlanta, Georgia 30375

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom) for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.) DOCKET NO. 990750-TP

TELEPHONE DEPOSITION OF: RONALD PATE

TAKEN AT THE INSTANCE OF: FPSC Staff

DATE: Wednesday, October 13, 1999

TIME: Commenced at 1:45 p.m.
Concluded at 4:30 p.m.

PLACE: FPSC
2540 Shumard Oak Boulevard
Room 363
Tallahassee, Florida

REPORTED BY: NANCY S. METZKE, RPR, CCR

C & N REPORTERS
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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 9
COMPANY/ WITNESS: Staff
DATE 10-27-99

BUREAU OF REPORTING
RECEIVED 10-19-99

APPEARANCES:

DIANA W. CALDWELL, ESQUIRE, and MARLENE STEARN, ESQUIRE, FPSC, 2540 Shumard Oak Boulevard, Suite 370, Tallahassee, Florida 32399-0850.

MICHAEL GOGGIN, ESQUIRE, (By phone) BellSouth, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301.

E. EARL EDENFIELD, JR., ESQUIRE, (By phone) BellSouth, 675 West Peachtree Street, N.E., Suite 4300, BellSouth Center, Atlanta, Georgia 30375.

DAVID I. ADELMAN, ESQUIRE, ITC^DeltaCom, Sutherland, Asbill & Brennan, LLP., 999 Peachtree Street N.E., Atlanta, Georgia 30309-3996.

ALSO PRESENT:

DAVID DOWDS, FPSC Staff.

CAYCE HINTON, FPSC Staff.

TODD BROWN, FPSC Staff.

CALVIN FAVORS, FPSC Staff.

MICHAEL BARRETT, FPSC Staff.

VICTOR CORDIANO, FPSC Staff.

JONATHAN AUDU, FPSC Staff.

MARY ROSE SIRIANNI, BellSouth.

BRIAN MUSSELWHITE, ITC^DeltaCom.

STIPULATION

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

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RONALD PATE

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P R O C E E D I N G S

MS. STEARN: Okay. I guess we'll just go ahead and start. Are you ready over there to start?

MR. GOGGIN: We are ready in Atlanta.

MS. STEARN: Okay. Then we're going to start now. First we'll take appearances from Atlanta. Who's there?

MR. EDENFIELD: On behalf of BellSouth, Kip Edenfield.

MS. STEARN: Anyone else?

MR. GOGGIN: In Miami, on behalf of BellSouth, Michael Goggin.

MS. STEARN: Okay. And here it's -- I'm Marlene Stearn on behalf of the Public Service Commission and Diana Caldwell on behalf of the Public Service Commission.

Do all of the parties agree to the usual stipulations for this deposition?

MR. EDENFIELD: BellSouth does, assuming they're the same usual stipulations from this morning.

MS. STEARN: Yes.

MR. EDENFIELD: Then I agree.

MS. STEARN: Okay. Could the notary please swear in the witness?

MS. DODSON-BUSH: Yes. Ronald Pate, do you swear to tell the truth and nothing but the truth, so help you God?

THE WITNESS: I do.

MS. STEARN: Okay. Now could -- we need somebody to fax an affidavit.

MS. DODSON-BUSH: I will do that and mail you the originals.

MS. STEARN: Okay. Do you need the number?

MS. DODSON-BUSH: I have it.

MS. STEARN: All right.

* * * *

Whereupon,

RONALD PATE

was called as a witness by the FPSC Staff and, after being first duly sworn, was examined and testified as follows:

EXAMINATION

BY MS. STEARN:

Q Okay. Mr. Pate?

A Yes.

Q I'm taking your deposition on behalf of the

Commission staff in Docket Number 990750-TP. Petition by ITC^DeltaCom Communications, Inc., doing business as ITC^DeltaCom, for arbitration of certain unresolved issues in interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc.

If you don't understand any of the questions that I ask, please let me know, and I'll rephrase them as best I can to help you understand. Also, if you would, begin your answers with either a yes or no, that would be helpful, and then follow with the explanation. We'd appreciate that.

Would you please state your full name for the record?

A My full name is Ronald Milston Pate.

Q By whom are you employed?

A BellSouth Telecommunications.

Q And what is your position with BellSouth?

A I'm a director.

Q What does your position entail?

A I work with the operations support systems with respect to, primarily, our regulatory issues.

Q Okay. On whose behalf are you testifying in this proceeding?

A Myself. Is that what you mean? BellSouth.

Q Okay. Have you filed any testimony in this

docket?

A Yes, I have.

Q Both direct and rebuttal?

A That is correct.

Q Have you filed any exhibits?

A Yes, there is an exhibit. I think there are two. I've got it here in front of me. Let me check with my direct.

Yeah, there are three exhibits in my direct, and with the rebuttal, I don't think there are any.

Q Could you please list the exhibits you filed with your direct testimony, just by number?

A RMP-1. It's RMP-1 and RMP-2 and RPM-3.

Q Okay. Thanks.

What is the purpose of the testimony that you -- what's the purpose of your prefiled testimony?

A The purpose of the testimony is to deal with issues raised by ITC^DeltaCom as a part of their Interconnection Agreement negotiation.

Q Okay. Do you have copies of that testimony with you?

A Yes, I do.

Q Okay. Do you also have copies of the exhibits you filed?

A Yes, I do.

Q Okay. Did you also bring with you copies of all the work papers or other materials that you used in preparation of any responses to staff's discovery requests in this docket?

A I brought some of that material. I didn't necessarily bring all of that material.

Q Okay. Do you have available copies of other testimony and exhibits that were filed?

A Yes, I do.

Q Okay. I'm going to start with some questions about repair and maintenance.

A This is Ms. Stearn asking the questions?

Q That's right, Marlene Stearn.

A Okay.

Q Okay. This pertains to Issue Number 34 from the prehearing docket. What type of repair information should BellSouth be required to provide to ITC^DeltaCom such that ITC^DeltaCom can keep the customer informed?

A Well, you're asking me what should we be providing; is that correct?

Q Yes. Okay. That was -- that's Issue 34. You don't -- I was just stating the issue.

A Okay.

Q Now I'll ask you the question. Would you agree that in order for BellSouth to provide ITC with

nondiscriminatory access to BellSouth's OSSs for maintenance and repair, BellSouth must provide ITC all of the maintenance and repair information and functions in substantially the same time and manner as BellSouth provides to itself, any telecommunications provider, subsidiary, affiliate and/or any other entities?

A Yes, I would agree with that.

Q Okay. Please refer to BellSouth's response to ITC's petition on Page 20.

MR. EDENFIELD: Wait a minute, Marlene. That's one thing I don't have. I thought with Diana this morning I'd grabbed everything we could possibly talk about. Can you hold on for a second and let me grab that.

MS. STEARN: Sure.

MR. EDENFIELD: While I'm out, is there anything else you're going to need?

MS. STEARN: Well, ITC's proposed contractual language, Attachment 6.

MR. EDENFIELD: I don't know if I have all that stuff.

MR. ADELMAN: That's Exhibit A to the petition.

MS. STEARN: Okay. And Mr. Pate's direct and rebuttal testimony.

MR. EDENFIELD: Got that.

THE WITNESS: We have that.

MR. EDENFIELD: All right. Let me go find that real quick.

MS. CALDWELL: Let's go off the record.

MR. ADELMAN: Or we can do it on the record. I just wanted to enter my appearance.

MS. CALDWELL: Oh, let's go back on.

MR. ADELMAN: David Adelman for ITC^DeltaCom. I apologize everyone. I'm sorry.

(BRIEF RECESS)

MR. EDENFIELD: Okay. I have our response. What was the paragraph number, Marlene?

MS. STEARN: Okay. Attachment 6, we're going to be focusing on -- well, the petition, it's Page 20. We're also going to be, in this question, asking you to look at Attachment 6, or what did you call the exhibit?

MR. ADELMAN: It's actually Attachment 6 to Exhibit A.

MS. STEARN: Okay. Attachment 6 to Exhibit A. That's the ITC's proposed agreement, Section 5.2, 5.3, 5.3.1 (sic) and 5.3.2.

MR. EDENFIELD: All right. I've got their petition. My copy here does not have the attachment to it. I'm going to have to go get somebody to

track that down, but I have our response you had asked for, and I've got their petition without the attachment, but go ahead. When we get to the part where you need, to ask --

MS. STEARN: Well, you may not actually need to reference the attachment. There may be enough information in the question for you to be able to answer.

MR. EDENFIELD: Okay.

MS. STEARN: But if you don't feel comfortable answering, just say so.

MR. EDENFIELD: Okay.

BY MS. STEARN (Continuing):

Q On Page 20 of BellSouth's response to ITC's petition, it states that BellSouth does not agree that it is necessary to provide a list of the information that ITC seeks to be put in the Interconnection Agreement on this issue, Issue 34.

MR. EDENFIELD: Wait, wait, wait, wait, wait. You have to give me a minute to get to where you are. I'm on Page 20. That's issues -- Paragraph Numbers 53, 54 and 55 on my copy of Page 20. Help me out. Which issue are you in?

MS. STEARN: Issue 34. And this is BellSouth's response to ITC's petition, not the petition itself.

MR. EDENFIELD: Yeah, I'm looking at BellSouth's response, but you have to understand when they redid the issues in the issue ID, they're different than the paragraph numbers here, and our response refers to them as Issue 3HG. They're not the same, so you're going to have to give me a minute to find where you are.

BY MS. STEARN (Continuing):

Q Mr. Pate?

A Yes.

Q Can I paraphrase the statements we're interested in, subject to check, so that you can later go back and check our paraphrasing, and if you disagree with the way we've paraphrased, you can bring it up later. Is that okay with you?

MR. EDENFIELD: I'm a little less than thrilled about that. There's no way you can point to me where -- you're saying Page 20, Marlene, but I don't -- The repair information issue is not on Page 20 of our response.

MS. STEARN: Okay. Unfortunately we don't have the response here either.

MR. EDENFIELD: All you all have --

MS. STEARN: Why don't we go on to the next question, and we can just let somebody else here see

if they can dig it up, and maybe somebody over there can --

MR. EDENFIELD: I'll continue to look for it while you're asking questions. Maybe I can find it.

(DISCUSSION OFF THE RECORD)

MR. EDENFIELD: Here it is. It's Issue 3M.

MS. STEARN: Okay.

MR. EDENFIELD: Okay. I'm with you. It's on Page 22 for the record, Page 22 of BellSouth's response.

MS. STEARN: Okay. Sorry about that.

MR. EDENFIELD: That's okay. I just want to make sure we're all looking at the same thing.

MS. STEARN: Okay.

BY MS. STEARN (Continuing):

Q Okay. On Page 22 it states that:

"BellSouth does not agree that it's necessary to provide a list of the information that ITC seeks to be put in the Interconnection Agreement on this issue. BellSouth provides ITC with nondiscriminatory access to BellSouth's maintenance and repair OSS today."

Therefore, in order for the Commission to render a decision in regard to whether or not BellSouth should be required to provide ITC with what ITC is requesting in its proposed contractual language in Attachment 6, would you agree that the term "nondiscriminatory access" must be correctly defined?

A The question is based on the two sentences that you read before you asked the question, which is on Page 22, Issue 3M. You're asking me do we need to have nondiscriminatory access defined? Is that the correct question?

Q Yes.

A Yeah, we need to have a basis for nondiscriminatory access.

Q Okay. The following question is based on excerpts from your direct testimony at Page 15, Lines 21 through 25 and Page 16, Lines 6 through 7.

A 15, 21 through 25 and 6 through 7 on 16?

Q Right. And I'm going to read you a quote.

A Okay.

Q "The 1996 Telecommunications Act at Section 251(c)(3) only requires that BellSouth provide nondiscriminatory access to network elements which BellSouth has done via the

nondiscriminatory interfaces it has offered to ALECs. BellSouth provides access to the ALECs in substantially the same time and manner as it does for itself."

Okay. Section 261(b) of the Act states that laws and regulations are not to be superseded by the Act if they're consistent with the requirements of the Act. Section 364.161 of the Florida Statutes pertaining to unbundling and resale states that:

"Upon request, each local exchange telecommunications company shall unbundle all of its network features, functions, and capabilities and offer them to any other telecommunications provider requesting such."

Would you agree that this statute is consistent with the requirements of the Act and, therefore, it applies?

MR. EDENFIELD: Objection to the form.

THE WITNESS: I'm going to have to ask you to reread the Florida statute. I don't have that in front of me.

BY MS. STEARN (Continuing):

Q Okay. You'd like me to reread Section 364.161?

A Yes.

MR. EDENFIELD: We don't have any of that here is the problem, so you're going to have to read it maybe even a couple of times.

MS. STEARN: Okay.

MR. EDENFIELD: And it's 364?

MS. STEARN: Okay. Just a second, please.

BY MS. STEARN (Continuing):

Q Okay. I'm going to read you part of 364.161 of the Florida Statutes, and I want to know if you agree that the Florida Statute is consistent with the requirements of the Telecommunications Act.

MR. EDENFIELD: Which part of the Telecommunications Act?

MS. STEARN: Section 261(b).

MR. EDENFIELD: 261(b)?

MS. STEARN: Yes, and 251(c)(3).

THE WITNESS: You read 261(b) a few minutes ago as well, correct? I'm not familiar with that. I don't have that in front of me as well.

BY MS. STEARN (Continuing):

Q Okay. You're familiar with Section 251(c)(3) of the Act?

A Yes, I am.

Q Okay. But you're not familiar with the Section

261(b) of the Act offhand?

A Not offhand.

Q Okay. I'm going to read you part of the Florida Statutes. I want to know if you think it's consistent with the Section 251(c)(3) of the Act.

A Okay.

Q All right. And here is the Florida Statute:

> "Upon request each local exchange telecommunications company shall unbundle all of its network features, functions, and capabilities, including access to signaling data bases, systems and routing processes, and offer them to any other telecommunications provider requesting such features, functions or capabilities."

Do you agree that that is consistent with Section 251(c)(3) of the Telecommunications Act?

A I really can't answer that question. I mean you're asking me to draw a, for lack of a better term, a legal conclusion.

Q Okay. That's fine. Mr. Pate?

A Yes.

Q Okay. In your opinion, are you aware of any

sections of the Florida Statutes that are inconsistent with the Federal Telecommunications Act?

A I'm not aware because I'm not familiar with the Florida -- the statutes that are specific to that, so I really can't answer.

Q Okay. That's fine.

Next I'm going to read a part of Paragraph 518 of the FCC First Report and Order.

MR. EDENFIELD: Hold on. Paragraph five?

MS. STEARN: 18.

MR. EDENFIELD: The good news is we have that one here.

MS. STEARN: Okay.

MR. EDENFIELD: Hold on. Is that the paragraph that starts, "Much of the information maintained?"

MS. STEARN: Yes.

MR. EDENFIELD: Okay. We're ready.

BY MS. STEARN (Continuing):

Q Okay. I'm going to read you this one part.

"Finally --"

It's toward the bottom of that paragraph.

"Finally, if competing carriers are unable to perform the functions of preordering, ordering, provisioning, maintenance and repair and billing for

network elements and resale services in substantially the same time and manner that an incumbent can for itself, competing carriers will be severely disadvantaged if not precluded altogether from fairly competing."

That's the part of Paragraph 518 we're concerned about. Would you agree that the word "can" as in "that an incumbent can for itself" -- "the same time and manner that an incumbent can for itself" means currently providing or capable of providing?

A You want to substitute currently providing or capable of providing where it says that an incumbent can?

Q Yes. In your opinion, what does "can" mean, currently providing or capable of providing?

A All right. Let me go back and reread this.

Q Okay.

A My interpretation of the "can" would be what they're currently providing for themselves because that can change over time.

Q Okay. With respect to Issue 34, would you agree that pursuant to Paragraphs 517 and 518 of the FCC First Report and Order that BellSouth, upon ITC's request, is required to provide access to these support system functions, which include access to the information

such systems contain on a nondiscriminatory basis such that ITC receives maintenance and repair information and functions from BellSouth in substantially the same time and manner that BellSouth can for itself, any telecommunications providers, subsidiaries, affiliates, and other entities?

A Yes, I would agree that our requirement is to give them access to the operation support systems and the databases and information contained therein in order for them to do the functions, particularly as we're talking on this issue, associated with maintenance and repair.

Q Okay. Thanks.

All right. In order for the Commission to ensure that the contractual language it ultimately approves is in compliance with the parity requirements of the Act, wouldn't you agree that BellSouth needs to explain in detail all of the repair and maintenance information and functions that BellSouth provides to itself, any subsidiaries, affiliates, telecommunications providers, and any other entities?

A Yes. We have no problem explaining that because we currently provide the same equivalent, same time and manner that we provide ourselves.

Q Okay. All right. We're going to ask some questions about --

MS. STEARN: Did you say you had Attachment 6 to Exhibit A, the ITC proposed agreement?

MR. EDENFIELD: That's one of the few things I don't have, Marlene, I'm sorry.

MS. STEARN: Okay.

MR. EDENFIELD: I can have somebody try to go hunt that down if it's -- Do you want to try maybe a couple of questions without it and let's see where we get, and then if we need it, I can have somebody go find it, and then if -- I don't mean to change --

MS. STEARN: If we could have somebody maybe -- There's only two pages of it. We could maybe have somebody fax it to you.

MR. EDENFIELD: That would be fine. If I knew what my fax number was, that would probably help you. You want to fax it on (404) 658-9022.

MS. STEARN: Can we go off the record for a second, please?

MR. EDENFIELD: Sure.

(DISCUSSION OFF THE RECORD)

MS. STEARN: Okay. We're going to go back on the record now.

MR. EDENFIELD: Okay.

BY MS. STEARN (Continuing):

Q Do you have any other agreements with subsidiaries, affiliates, telecommunications providers and other entities pertaining to repair and maintenance?

A No, I'm not aware of any other agreements. The only agreements that are in place, which are specific to Florida, are the ALECs we serve, and that's through the language in the Interconnection Agreement.

Q Okay. Do you have any other agreements out there that have provisions similar to five -- if I say are you familiar offhand with Provision 5.2 of the agreement --

A No, I am not.

Q Okay.

MR. EDENFIELD: Now I have -- I'm sorry to interrupt you, Marlene. I apologize for that. Let me tell you what I do have here. I have the previous Interconnection Agreement, the one that just expired between BellSouth and DeltaCom. If the provision is the same, we'll have the same language, but David will have to tell you whether it's the same thing.

MS. STEARN: Okay. Well, we'll probably have to move on.

BY MS. STEARN (Continuing):

Q What we'll do is try to fax the provisions

specifically that we want to ask you about. There are four provisions in the proposed contractual agreement, in ITC's proposal, that we specifically want to ask you about.

A Okay.

Q And someone here will just fax those to you. We'll proceed with the other questions. When you get the fax, we can come back to this question.

MR. EDENFIELD: Okay I'm sorry, Marlene.

MS. STEARN: No, I'm sorry. I apologize for all the confusion.

MR. EDENFIELD: Don't worry about it.

MS. STEARN: We're going to move on to another question now.

MR. EDENFIELD: Okay.

BY MS. STEARN (Continuing):

Q Could you look -- refer to your direct testimony on Page 24, Lines 1 through 8.

A Okay, I'm there.

Q Okay. In regard to ITC's proposed -- Sorry. This is another question that we're going to have to hold off on until you get that fax.

A Okay.

Q All right. What information does BellSouth request from its customers for repair and maintenance?

A We just request basic information. First, if we're using our TAFI interface, we'll go through a series of questions trying to isolate where the specific trouble is. But, obviously, they have to tell us telephone number for which it's incurring the trouble, and then we'll start asking information trying to isolate that. Such things as: Do you currently have the ability to make a call, the ability to receive a call? We even ask: Are you currently calling from that line? And that helps us then to get down to isolation purposes. But it's just -- the initial is core information, telephone number, what type of problem are you having, your name. That's the core information, and then it could go several different directions from there if we're trying to use the TAFI system for isolation.

Q Okay. Does BellSouth have a specific format for obtaining this information?

A Yes. The information -- I'm going to answer this question, once again, using TAFI because that's the main interface we utilize here, and I think that's the interface, for the most part, ITC^DeltaCom is using; and that's an interactive system. So they're taking this basic information down from screens that are in front of them in the system, and then based on how they respond to a question, it will bring up the next question to ask,

the next screen to utilize, because it's helping them isolate, once again, that. The format is driven by the TAFI program, functionality itself. If they're not using TAFI and they're just calling it in, there's just a, you know, basic form. They'll take the core information down, and then they'll send it to someone for analysis purposes.

Q Okay. How do you want ITC to format the information so that repair and maintenance is accomplished?

A Well, the format, again, we want them to use the same approach we use for ourself, and that's why we provide them training via the TAFI interface. We have a whole class that assists them in understanding how to use that system, so we want them to do the same as we do for ourselves. If they're not utilizing TAFI, they want to submit that in, they have a prescribed procedure that tells them what basic core information we would need, and they would fax in that request to our maintenance and repair center for CLECs -- or ALECs in the case of Florida.

Q Okay. Thank you.

Is ITC in its proposed agreement asking for the same repair and maintenance information and functions that BellSouth already provides to itself, other

subsidiaries, affiliates and other entities?

A Yes, but with one exception. They're asking for one additional thing in a format that we do not do for ourself and, really, that's the essence -- the issue here; and that deals with they want a time of ticket closure, an itemization of the time and material charges, if it's applicable, transmitted to them electronically. And that's what we do not provide to ourselves, and we don't have the means to provide to them.

Q Is that the only provision in dispute?

A From my understanding, that is the only provision in dispute.

Q Okay. Now I have a couple of questions about TAFI and ECTA.

A Sure.

Q Okay. Would you refer to your direct testimony, Page 25, Lines 6 through 17.

A Okay, I'm there.

Q Okay. That portion of the testimony states that ALEC TAFI is the same maintenance and trouble repair system used by BellSouth's own retail representatives for non-designed services except that it combines functionality for both residential and business services while BellSouth must use separate TAFI interfaces for its residential and business retail units. Could you please

explain why BellSouth must use separate TAFI interfaces, one for business and one for residential?

A Yes, the primary driver there is that would -- It's a long history. That's how we are structured for our retail units. There's a division between serving our consumer retail customers and our business customers. And as a result of that, obviously the systems were developed along that line because that's how we are physically organized in order to serve those customers. So that's why there's a separation between the systems for the BellSouth retail units for consumer versus business.

Q Okay. Do separate interfaces offer a greater functionality?

A No. The functionality is exactly the same for those. The only separation -- the only difference is that it's just designed for a consumer retail unit to access its consumer customers while the business retail units only access their business customers. That's BellSouth's retail I'm referring to.

Q Okay. Why is it that BellSouth offers ALECs one TAFI with combined residential and business service applications?

A Well, our rationale for doing so is our effort to better service our CLEC customers. We know that they

are pursuing markets, for the most part, based on their organizational structures that are both business and consumer customers; so giving them one interface that allows them to access both their consumer and retail customers -- excuse me, consumer and end-user customers, would then just be a more efficient use from their training of their personnel and their overall operational efficiency. But the intent there is just to make it easier for them and nothing more. Once again, it's the same system with the same functionality.

Q Okay. This question is about ECTA. It refers to your direct testimony on Page 26 at Lines 7 through 17.

A Okay, I'm there.

Q Okay. You state that BellSouth has pro -- BellSouth has provided ALECs with ECTA, which is a national standard electronic interface for maintenance and repair. Does BellSouth continue to provide ALECs with ECTA?

A Yes, it certainly does.

Q Okay. Again, in your direct testimony on Page 26 at Lines 19 through 25, and Page 27, Lines 1 through 3.

A Okay.

Q You state that BellSouth provides the repair

information required to enable ITC to keep their customers informed. Specifically, you state, in pertinent part, that BellSouth currently provides nondiscriminatory electronic interfaces such as TAFI and ECTA, and also offers ALECs manual interfaces to its OSS. Are you aware of any problems with ECTA and TAFI?

A No, I'm not aware of any problems with ECTA or TAFI.

Q Are you aware of the Department of Justice's evaluation that was done on August 19th, 1998? It's an evaluation of BellSouth's second attempt at in-region interLATA authority.

A Yes, I have read that material. And, frankly, it's not fresh on my mind. You'll have to reacquaint me with it.

Q Okay.

MS. STEARN: Can we go off the record for a second?

MR. EDENFIELD: Sure.

(DISCUSSION OFF THE RECORD)

MS. STEARN: Okay. Can we go back on the record?

MR. EDENFIELD: Okay. Where are we in the --

MS. STEARN: We're looking at Page 34.

MR. EDENFIELD: That would have Paragraph 44

and 45 on it?

MS. STEARN: It's Page 34 of DOJ's evaluation which, apparently, is incorporated as part of the order, attached to the order. It's not Page 34 of the order itself.

MR. EDENFIELD: Hold on.

MS. STEARN: It deals -- It starts -- It deals with maintenance and repair.

MR. EDENFIELD: My copy does not have the DOJ attachment, sorry.

MS. STEARN: Oh, okay.

MR. EDENFIELD: You would think it would. As thick as it is, you would think it would have that in there, but it doesn't.

BY MS. STEARN (Continuing):

Q Okay. Have you read the FCC order and the DOJ evaluation?

A Yes, I have, but it has been sometime. I haven't read it or reacquainted myself recently, but I am familiar with it.

Q Okay. We're going to move on to another question. This question is about itemized time and material charges.

A Okay.

Q Could you refer to your rebuttal testimony at

Page 12, Lines 23 to 24?

A I'm sorry, you cut out. Could you state the pages again?

Q Lines 23 to 24.

A On Page 12 of the rebuttal?

Q Yes.

A Okay, I'm there.

Q Okay. You state that itemized time and material charges are not available in TAFI for BellSouth's own retail units or for ALECs. Could you identify all of the specific interfaces and systems that BellSouth uses to come up with all itemized time and material charges?

A Yes. Let me walk you through that. The time and material charges obviously, first off, generate from a technician doing something physically at the premise site that's not incorporated into the normal installation. This is additional charge. The technician fills out a form, and I think the form is RF-141, that details what he or she did on that site. This is just basic information. This is the same form they fill out for a retail unit or for serving an ALEC, just some of the fields to identify whether it's a BellSouth retail end user, or the ALEC customer is filled out a little differently. They fill out that information, and that

information goes -- is forwarded -- that actual form itself is forwarded to our billing group, individuals in our local carrier service center for entry into a system called BOCRIS, B-O-C-R-I-S. The form identifies a particular field identifier. I don't have it in front of me, so I can't recall the specific identifier. But what these identifiers do is they drive a particular statement on the bill that describes, you know, in general terms what time and material service was provided. And then they enter the charge for that time and material that was on that form as well.

As a result, for the ALEC customer of putting that in BOCRIS, it drives then to the ALEC's bill. It's an itemized line statement to their bill, and it will identify typically the telephone number, a trouble ticket number, something that you can then, you know, identify, link it back to their end user and their specific trouble ticket.

A similar process goes to the retail side, and it's just driving to our BellSouth end-user -- individual bill; and, once again, that states then the dollar amount. In high-level terms, that's the process flow, and it's done in the same time and manner whether it's an ALEC customer -- ALEC being our customer specifically -- or a BellSouth retail end user.

Q Okay. Does BellSouth provide any subsidiary, affiliate, telecommunications provider or other entities with use of such maintenance and repair interfaces and system functionalities?

A Will you please repeat that question?

Q Sure. Does BellSouth provide any subsidiary, affiliate, telecommunications provider or any other entities with use of such maintenance and repair interfaces and systems functionalities?

A Well, by telecommunication provider, I'm throwing ALECs in that category, so the answer is yes. As we just discussed in some of the other questions, we provide them the TAFI system, the ECTA, Gateway, as well as a manual process for them to submit trouble tickets to us manually. We don't any other range with any other affiliates of BellSouth. Our retail units, of course, use the same time and manner process.

Q Okay. We're going to go back to something -- the provisions that we faxed to you from the agreement. Has anybody there received them?

MR. EDENFIELD: No, I checked on them while I was out, and I had not received them as of yet. Let me go stick my head out the door and see if we got anything.

MS. STEARN: Okay. Thanks.

MR. EDENFIELD: Sure.

BY MS. STEARN (Continuing):

Q Okay. Let's look at the first two pages with "draft" stamped on them.

A Okay.

Q Those are four provisions of the ITC proposed agreement, 5.2, 5.3, 5.31 and 5.32. Okay, with respect to those sections, is the only provision in dispute, in your opinion, the one that pertains to time and material charges? I'm going to read part of it that we believe is in dispute. It's Subsection 6 of 5.2.

> "Retrieve all applicable time and material charges at the time of ticket closure itemized by time spent, price of materials used, procedures employed, amounts incurred in each such category, and total by customer per event."

Is this the only item in dispute?

MR. EDENFIELD: I assume what you're asking him is, do we agree with the rest of the language in here?

MS. STEARN: Yes.

MR. EDENFIELD: Okay. Well, give him a couple of minutes to read it to make sure.

MS. STEARN: Okay.

THE WITNESS: Okay. I've read it. You're referring specifically to Roman Numeral Item VI?

BY MS. STEARN (Continuing):

Q Yes, in 5.2.

A And that is my understanding, that that is the only -- I'm going to use the word functionality, that is in dispute.

Q Okay.

A I cannot answer the question have we agreed in totality to all the exact language here. That would be one better asked of our negotiation team and, specifically, I guess the attorney representing us on that team. I'm not aware of any language issue, but I don't know if there are or not. What my involvement has been in is specific to Item 6, where this functionality does not exist, we cannot provide this. But I know that there have been discussions and we're willing to work out some reasonable language associated with that. We just can't provide that particular functionality.

Q Okay. Are there any other agreements that you have with subsidiaries, affiliates, telecommunications providers, and other entities that have this provision in it, this Subsection 6 of 5.2?

A No, they're not that I'm aware of.

Q Okay. Now you also got the DOJ pages that we faxed?

A Yes.

Q I guess you might want to take a minute to read over those faxed pages before we ask you the question.

A Do I need to read the pages in entirety? Is there a specific area?

MR. EDENFIELD: The copy we have is underlined, Marlene. Do you want him to just focus --

MS. STEARN: Read the underlined parts.

MR. EDENFIELD: Okay.

MS. STEARN: Just of those two pages.

MR. EDENFIELD: Okay.

THE WITNESS: Okay, I've read them.

BY MS. STEARN (Continuing):

Q Okay. Based on that evaluation, would you consider there to be problems with ECTA or TAFI?

A No, I would not consider there to be problems with ECTA or TAFI. Those are the systems. There may be some other challenges based at the point in time when this was done associated with the actual delivery, shall I say, from a repair standpoint; but you can't necessarily link that just to the systems.

Now understand, let me bring the point here clear, that this was done -- the application itself filed

in the summer time frame, I think the July time frame, 1998. As you can see on this document itself, this DOJ opinion, I guess the date -- the time they wrote this document was August of 1998. There's been a substantial time difference since then, a lot of improvements, a lot of enhancements made, and I'm not referring to enhancements in the system, even though there have been some there as well, but I'm talking about in the actual delivery of the service of maintenance and repair which goes into our fill personnel and all those processes associated. I don't think we can talk about today's performance based on 1998 information that was filed in the Louisiana Two Application.

Q Okay. I think we might have a follow-up question to that. Okay, can you identify some specific improvements that have been made since the DOJ evaluation, or all the specific improvements you're aware of?

A I'm thinking here.

Q Okay.

A What I was referring to prior was primarily the emphasis on fill force personnel to understand how to better serve our ALEC community and to ensure that we were providing service on a parity basis. What typically happens now, as a result of more time and experience

there, that it's just -- we've seen improved results; and I don't have the specific results in front of me from these performance measures that was referenced here to state that for you. But what I'm referencing is just a better awareness. We've been working with the ALEC community longer.

You need to understand that from a technician's standpoint, they don't know any difference whether it's coming from an ALEC customer or a BellSouth retail end user. Obviously if they look closely at the trouble ticket, there are some identifiers there. But from our training, and it's our obligation under the Act, everyone is treated the same. Whichever ticket comes in first is going to be treated as expeditiously regardless of its source, so it's a better understanding and working of that that has resulted in the comments that I just made.

I'm talking about -- let me point out to you that this DOJ document that you're reading here, there are a couple of things you need to understand. First of all, it focuses on -- and I'm looking on Page 35. Let me count up, Lines 1, 2, 3, 4, 5, 6. It starts with the word "demonstrated," we're talking about here, because these forms we had not demonstrated at this time of the application. Well, we feel very comfortable with our ability to demonstrate it now and the results will show.

Also, this talks about -- makes a reference to some design versus nondesign services if you read this, and you've got to realize that those are two different things from a maintenance and trouble administration. When you talk about nondesign services, those are the ones that can be entered through TAFI. And those are the majority of the type of tickets we'd be processing. But design service would be entered either through the ECTA -- it can handle that because it goes through a different systems -- or they could submit those on a manual process.

Q Okay. We only have three more questions on repair and maintenance, Mr. Pate.

A Okay.

Q All right. Does BellSouth -- Do you have the Web site address for your repair and maintenance section, division?

A The Web site ad --

Q Or whatever the ALECs use. Is there a Web site that the ALECs access for repair and maintenance?

A For getting into TAFI? For looking at guidelines? I mean there are two different approaches. If you want to have access to TAFI, you have to get a natural log-in code, and that's set up for each individual ALEC. If you're looking for access to the

guides associated with TAFI, that's just on our general guides Web site which is, off the top of my head, www.interconnection.bellsouth.com. That gets you to the home page, and you can get from links to there, but I think the link would be back slash guides, and then maybe another back slash guides, dot html; but don't hold me to that.

Q Okay. It was www.interconnection dot what?

A Dot BellSouth.

Q Dot BellSouth?

A Dot com.

Q Okay. Thanks.

A And that's the main home page, and then you can get links to the guides and other things from there.

Q Okay. Is there -- can we get to the OSS related notifications from that Web page? Is there a link to OSS?

A Yes, there is. Yes, there is.

Q Okay. Thanks.

Does BellSouth post -- I'm sorry, just a second. For business rules and guidelines, is there a link from the main Web page for that?

A Yeah, that's the same guides. When you're -- Now let me be sure I answer your question properly. There are two different things with the business rules

and guidelines. One is actually the guides themselves, and then there's the notices for changes to those guides; and you can get to both of those links through that main page.

Q Okay.

MR. EDENFIELD: Now, Marlene, you know you're supposed to have the BellSouth home page on a bookmark on everybody's computer there.

MS. STEARN: We just don't have our bookmarks in here with us.

BY MS. STEARN (Continuing):

Q Okay. Under what circumstances is BellSouth not able to meet the 30-day time frame that -- the OSS-related notifications 30-day time frame?

A Well, there's a couple of main circumstances that come to mind when that 30-day time frame cannot be met. The primary one is where we have an order from some regulatory authority, typically the Public Service Commission; and if we get that order and we are required to perform and 30 days doesn't give us enough time to provide sufficient notice, that would, obviously, be an issue.

The other would be where something is discovered, you know, it's an unplanned event and something is discovered, you hear people refer to it as a

defect or an error in the system, however it's discovered, we need to get it corrected; and we're going to try to be most expeditiously in that correction for the benefit of everybody concerned. So that could result in a less than 30-day notice.

Q Okay. Does BellSouth post the effective date and time of each business rule and guideline change?

A Yes, from a date standpoint. There's not a specificity for time. You know, that business day it goes into effect. So when you come back in that next business day, then in all of our territory, because we're either Eastern or Central time zone, then that is in place first thing that day.

Q Okay. Does BellSouth post each business rule and guideline change by specific type; that is, for example, this is a business rule change, or this is a guideline change?

A Yes. I mean the posting the notice is very specific as to what is going in place. Now, and let me elaborate a little bit. It may say, for example, release 3.1 will be posted for, say, conversation for EDI, electronic data interchange, on November 15th. Now all the details behind what's in 3.1, really that information that the CLEC, or ALEC in the case of Florida, has needed to do its work has been well informed through the overall

electronic interface change control process. So you won't see all the details associated in that notice. This is just notice that it's going into place that day.

Q Okay. Does BellSouth follow a specific procedure of posting? For example, any new changes always added to the top of the list, something like that?

A I don't quite follow your question. Please -- Try again for me, please.

Q Okay. Are all the postings done in chronological order from top to bottom?

A I'm still not quite with you.

Q Okay. Is there a format for these postings?

A The postings, the notice postings is typically just a letter saying this is what is going into place. And, once again, if it's talking about a release, it's going to just be specific, stating release three dot whatever. If it's something interim in that release because we're changing something, then it would be specific to whatever that particular change is. If it's talking about a field that we've identified that we thought, for sake of conversation, was supposed to have an A in it and supposed to have a B, it may come back and say, no, it's supposed to have a B in it, not A.

Q Okay. I think that's all for repair and maintenance and, actually, that was the bulk of the

questions.

A Okay.

Q Are you -- Do you need to take a break or anything?

A I'm fine at the moment, but if everybody else needs to, we can.

MR. EDENFIELD: We're okay up here.

BY MS. STEARN (Continuing):

Q Okay. I'm going to ask you to go to your direct testimony again, Page 4.

A Okay.

Q Lines 1 through 4.

A I'm there.

Q Okay. Could you please define "substantially the same time and manner?"

A Well, yeah. I'm trying to find some better words because to me this is a rule that's really been defined by the FCC and not me, and it's where -- from a same manner, you've got to have a similar process. A process that defines how you order and provision services, for example, would be similar for the retail unit as it would be for the ALEC community. And from a time standpoint, you're talking about the actual time to provision that service would be about the same approximate time as well.

Q Okay. Is it your opinion that "substantially the same time and manner" equates to parity?

A Yes. That's my understanding what the FCC has said. That's their interpretation of what parity is.

Q Okay. Could you please explain "what constitutes a meaningful opportunity to compete?"

A Yes, certainly. Let's divide this into two categories here for explanation purposes. The same time and manner issue deals specifically with resold services, so here's where you guys develop the same time and manner of process and delivery of that service for a resold service for the ALEC community that would equate back to that utilized for the retail units. When you start to deal with a facility-based provider providing them with unbundled network elements, that's when the next criteria that you use is in place. Here you have to give them access to all the necessary information and data bases in the same time and manner such that an efficient competitor could compete, and that's what that implies.

Q Okay. The next questions refer to your rebuttal testimony, on Page 3, Lines 11 to 14.

A Okay, I'm there.

Q Okay. You refer to BellSouth's local service requests. Could you explain what constitutes manual and electronic submissions of LSR and how the manual and

electronic submissions of LSR differ?

A Certainly. Let's talk about the electronic submissions first. As I have explained in detail in my direct testimony and somewhat in the rebuttal, we have provided our ALECs with three interfaces that they can utilize for submitting electronically local service requests. The first one is the local exchange navigation system, which is an interface that is totally maintained and supported by BellSouth. The second is the electronic data interexchange, which is the one that ITC^DeltaCom has opted to use by choice, where they develop on their side of the gateway the ordering and -- to submit to us electronically using EDI, which is the standard, the transport standard for submitting the local service request electronically to us. And then the final one is the TAG, the telecommunications access gateway, which is based on another national standard called CORBA that they can utilize to submit orders to us.

Those are the electronic means available to them. Based on an individual ALEC's business plan and needs, they would have to decide which one is most appropriate for them. For -- also, let me just add to that, that in that submission of those, that's where it comes into the business rules and all the guidelines that we were talking about earlier that support them and how

to do that as well as we provide a lot of training to assist in that actual process in helping them develop their own operations internally.

Now with respect to manual transmissions, they actually fax into the local carrier service center that serves to them the local service requests in that format. The format for an LSR is defined. It's defined by the Order and Billing Forum, which is a committee under the Alliance Telecommunications Industry Forum -- Industry Solutions, excuse me. That's a, just for elaboration purposes, that's a North American industry standards body that deals with the guidelines and procedures associated with the telecommunications community so that if we use all of our phones out there the inoperability actually works, functions. They talk to each other. That's how that body, its main goal, and there are several subcommittees and forums under it.

Under the Order and Billing Forum, commonly referred to as OBF, they have developed the LSR format which defines the layout for local service requests as well as the content. That's the data content in that request. Those guidelines are developed using -- I'm trying to think of it -- it's the local service order guide that OBF produces. We take that in here and we develop our CLEC ordering guides. That then gives them

the specific rules, how to submit that for us because there are some things you have to specify that are unique just to BellSouth.

Using those guidelines in that standard form, an ALEC will complete that form for whatever product and service they are procuring through us and submit that via facsimile to us, or they can submit it -- we have some, one carrier that actually sends a box via Federal Express to us daily instead of submitting it -- either way, they have to manually get it to us. And then we receive that into our local carrier service center, and we make the data input directly into our systems as opposed to the ALEC doing that themselves through the Electronic systems. Those are the two processes for manual versus electronic.

Q Okay. For the following question could you please refer to your rebuttal testimony, Page 4, Lines 8 and 9?

A Page 4, Lines 8 and 9, I'm there.

Q Okay. You stated that the FCC has not required BellSouth to integrate preordering and ordering interfaces. Are BellSouth's preordering and ordering interfaces integrated?

A Are you asking for the BellSouth retail units are they integrated?

Q Yes.

A Well, this is a yes and no answer. Let me elaborate to explain for you.

Q Okay.

A The process of integration deals with service order generation. That means taking data from an end user and entering it into a system, that then that system would be able to take that, put it into the necessary data format for the BellSouth systems to actually provision that service. So if you look at our retail unit for consumers, it uses a system known as RNS, regional negotiation system. That does have a component associated with it where it does the service order generation, and that has been integrated. However, if you look at the DOE and SONG systems which are used by BellSouth for the business, DOE is used in the State of Florida. That system actually does not have a service order generation component. What takes place is that the data is entered directly in the order format received at a position -- it's called the SOCS, service order control system -- you know, directly into that; so it's put in the format for provisioning. It's not a conversion, or a service order generation is not necessary. A rep enters it, to begin with, in that format. And entering such, sometimes it could be if they're taking it directly over

the phone from a customer, often times though, from a business standpoint, it is not the case. You have to take information and then get that information formatted and look up some other things and then come back and enter the actual order.

Q Okay. This question is just for residential service. Has BellSouth made available to ITC the integrated interfaces for preordering and ordering?

A Which integrated interfaces are you referring to?

Q Well, for -- For residential.

A Let me ask a question of you, so I can better understand your question.

Q Okay.

A Are you asking me has BellSouth provided to ITC^DeltaCom the same interfaces that we use in our retail unit?

Q Yes.

A The answer is, no, we have not provided that to them; and to my knowledge, they haven't expressed an interest in that.

Q Okay. So you've not provided it because they haven't asked for it?

A No, I didn't say that.

Q Oh, okay.

A Thanks for allowing me to clarify. I'm just saying to my knowledge they haven't asked. They may have had some conversations with somebody. But, no, we have not just offered that system to them, nor have we just offered that system to any ALEC or CLEC.

Q What do you offer to ALECs or CLECs?

A Well, that gets back to the ones that I discussed a few minutes prior that are specifically designed for the ALEC community. Those were the three systems, the LENS, the EDI, and the TAG. Those are the electronic interfaces that we have developed.

Q Okay.

A And let me qualify those. When you look at the preordering functionality, LENS and TAG does preordering, EDI does not; but from an ordering and provisioning, they all three do.

Q Okay. All right. Would you -- still on, okay, your rebuttal testimony, Page 4, Lines 14 through 16.

A Okay, I'm there.

Q Okay. You stated that BellSouth provides integratable national standards, machine-to-machine interfaces for preordering and ordering. Are there specifications for the machine-to-machine interface?

A By specifications, you mean are there standards associated with that?

Q Yes.

A Yeah, that's what we're referring to here by what we were saying. You know, these are nationally standard based between EDI and TAG. LENS is not. And LENS, once again, is a system that's maintained totally by BellSouth.

Q Okay.

A EDI is a standard that once again -- if you remember me saying the ATIS, the Alliance Telecommunications Industry Solutions, under that there's another committee called ECIC. I think it stands for Electronic Communications Implementation Committee. That deals with -- you've heard the term "electronic bonding," and it drives standards associated with what I refer to as a transport standard. What I mean by that is the transportation of the data from, you know, Point A to Point B. And they have developed two standards thus far for ordering, and that is the EDI, and that is CORBA. CORBA stands for common object request brokering architecture. The EDI interface we offer, obviously, is based on the EDI standard. The tag we offer is based on the CORBA standard.

Q Okay.

MS. STEARN: We'd like to take a break on this end, if you don't mind. Okay, a ten-minute break,

is that okay with you?

MR. EDENFIELD: Yeah. Do you have 20 after now?

MS. STEARN: Yeah, so we'll come back at 3:30.

(BRIEF RECESS)

MS. STEARN: Okay. I guess we're ready -- Are we ready to go back on the record? Are you all ready?

MR. EDENFIELD: We're ready in Atlanta.

MR. GOGGIN: Ready in Miami.

MS. STEARN: Okay. Then let's go back on the record.

BY MS. STEARN (Continuing):

Q Okay. Mr. Pate, this next question comes from -- is based on Mr. Rozycki's rebuttal testimony, on Page 27, Lines 14 through 16.

A Okay, I'm there.

Q Okay. Mr. Rozycki stated that UNEs are simply pieces of the network that BellSouth, just as ITC^DeltaCom, combines to make a finished service. Do you agree with Mr. Rozycki's characterization of UNEs?

A That's a question that would be better answered by our subject-matter expert for unbundled elements, which is not me when it comes to combinations.

Q Who is that expert?

A Mr. Milner or Mr. Varner may be able to address it as well, but it would be one of those two.

Q Okay. Thank you.

Let's see, the next question also refers to Mr. Rozycki's rebuttal testimony. It's on Page 27, Lines 16 through 20.

A Okay.

Q Mr. Rozycki stated that ALECs should be able to purchase UNEs from BellSouth such that the individual elements are equal to the quality of the same elements that are found in BellSouth's retail service. Do you agree with Mr. Rozycki?

A Again, I would defer that question to Mr. Milner, possibly Mr. Varner.

Q Okay. Back to your direct testimony, Page 3, Line 24 and then on to Page 4, Line 2.

A Page 3, Line 24?

Q Yes.

A My direct testimony?

Q Yes.

A Okay, I'm there.

Q You testify that the interfaces BellSouth provides to the ALECs allow the ALECs to interface with BellSouth's network for the different functions listed in substantially the same time and manner as BellSouth does

for itself. Is this true?

A That is correct. That's true.

Q Okay. Is it your opinion that BellSouth performs preordering or ordering and provisioning functions in the same manner as the ALECs?

A It's my opinion that BellSouth performs those functions in generally the same time and manner for the ALECs as it does for itself.

Q Okay. Does BellSouth use the same interfaces as the ALECs for ordering and ordering?

A No, they use a different interface, the one we discussed earlier. It would be the regional negotiation system, or RNS, for our consumer retail customers, and the direct order entry system, DOE for our business; but those interfaces access the exact same databases to get the necessary information it needs for preordering in order for them to process an order. And then once they submit the order, it uses the exact same processes from a downstream for the provisioning of that service.

Q Okay. In talking about provisioning, are you referring to UNEs or retail service?

A Well, I'm definitely referring to resale services. Really, we don't have UNEs for ourselves.

Q Okay. The next question pertains to Issue 5. Okay. Well, it pertains to what is the original Issue

5. I'll read a summary. ITC^DeltaCom's prehearing statement states that BellSouth has agreed to provide the RSAG down load to ITC in Florida. That's at Page 27 of ITC's prehearing statement. Has BellSouth, in fact, agreed to provide the RSAG down load to ITC?

A Let me make sure I heard you correctly. So would you just read that section again? Because I don't have that in front of me from the, I guess, the prehearing.

Q You want me to read the first sentence that I said?

A Yes, uh-huh.

Q Okay. ITC^DeltaCom's prehearing statement at Page 27 states that BellSouth has agreed to provide the RSAG down load to ITC in Florida.

A I'm not sure that's a correct statement. Let me elaborate from our response. We have made a proposal to ITC^DeltaCom to provide them a down load of the RSAG database. What I want to ensure for clarity purposes is that proposal has some terms and conditions associated with it as well as some rates associated with it, and those have to be agreed to and that language finalized. So with that understanding, we have agreed to provide them that; however, we do not feel that we are required to do so under the Telecommunications Act, and nor have

we agreed to provide them that free of charge.

Q Okay. Where do we stand on the terms, conditions, and rates?

A I don't know what the current status is. That's something that would have to be answered from our negotiation team and the attorney involved with that.

Q Okay. Thanks.

I just have a few more questions. These questions pertain to your direct testimony.

A Okay.

Q Page 3, beginning at Line 12.

A I'm there.

Q Okay. You state BellSouth currently provides the following nondiscriminatory electronic interfaces to its operational support systems for ALECs, and that's the LENS, TAG, and EDI, for ordering and provisioning of simple resale services and seven unbundled network elements. According to your testimony, the TAG system supports all the ordering functions of LENS and EDI combined. Is this correct?

A Let me be sure I heard you correctly. TAG supports all the functions of LENS and EDI combined?

Q All the ordering functions of LENS and EDI combined.

A Yeah. Yes, it does. Is there a specific site

in my testimony where I say that so I can make sure I'm answering your question correctly?

Q Okay. In your description of LENS and your description of EDI, I believe you state that.

A Where you just cited me?

Q Yeah.

A All right, let me go back and read it again.

Q Okay.

A Yeah, when you look at the ordering functionalities -- for clarity purposes, when you look at the ordering functionalities in LENS, you have that same ordering functionality in TAG as well as EDI. When you look at preordering functionality, that only exists in TAG and LENS -- I'm talking about when you make those comparisons -- LENS and TAG. It does not exist in EDI.

Q Okay. I'll ask -- I'm going to -- I just want to get -- I just want to be very clear on this point.

A Sure.

Q Okay. Does the functionality of TAG incorporate all the functionality of LENS and EDI?

A Yes, it does.

Q Okay. Thank you.

Does the design of TAG incorporate features to decrease the manual fallout and error clarification rate?

A Are you asking different from what EDI does or

LENS does?

Q Yes.

A No. There's no differences from a manual fallout. I specifically compared TAG and EDI because there are certain things you can order in those two interfaces you cannot order in LENS, but we have the exact same functionality from an ordering standpoint in TAG and EDI. The only limitation from LENS is there are just a few things additional that you can order in the TAG and EDI that you cannot in LENS.

Q Okay. This next question refers to the FCC's first report and order.

A Okay. I'm pulling it out.

Q Okay. You'll need to turn to Paragraph 690.

A All right. We're there.

Q Okay. Would you consider TAG the most forward-looking electronic interface for BellSouth's OSS?

A All right, help me with that question in reference to 690.

Q Okay.

A All right.

Q The last two sentences of 690 say:

"As we have previously stated, all costs associated with the providing the element shall be

included in the incremental cost."

A Okay.

Q "Only forward-looking incremental costs shall be included in the TELRIC study. Costs must be based on the incumbent LEC's existing wire center locations and most efficient technology available."

Is TAG the most efficient OSS interface available?

A That's a different question than you asked me before, right?

Q Okay. Well, answer that question then.

A Okay.

Q Is TAG the most efficient OSS interface available?

A In terms of today's technology, I don't think you can make any differentiation between TAG or EDI between efficiency. They're both very efficient, and they're both based on an industry standard. It would just be up to that individual ALEC as to which one they would want to choose that's appropriate to their business plan. So based on today's industry standards, both of them are equally efficient and the most efficient we have to provide.

Q Okay. I'm sorry. This is another point we

need more clarification on. We understood you to say that TAG and EDI have the same efficiency; is that correct?

A Well, let me clarify how I'm defining "efficiency" first.

Q Okay.

A That's probably the best way to approach this. From having the same functionality to process the same type of orders for resold services and unbundled network elements, both are equal in their -- The only thing that's different in their design is the transport standard that they use. EDI uses EDI. TAG uses CORBA.

Efficiency, from my viewpoint, is a measure of how well something works internally. They both work internally the same. They both are efficient in transmission of the necessary information for us to take that LSR and change it electronically via a service order generator into a sales service order that we can process by our downstream systems.

Q Okay. What we're a little confused about is in EDI you cannot -- Can you preorder in EDI?

A No, you cannot. That wasn't your question.

Q Right. I know. I know. I was just trying to get some clarification on that point.

A That's right, there's not a preordering

established by BellSouth in EDI.

Q Okay. One last question.

A All right.

Q Does TAG have more capabilities than EDI?

A Let's just separate that so I can answer your question. First, I would answer it yes, and the difference is TAG has a preordering capability. So from that standpoint, you can say it has more. But from an ordering standpoint, it is the same capability as EDI.

Q Okay. Because TAG has more capability, would it be the most forward-looking of the interfaces?

A You're going to have to help me with your term "forward-looking" because I can't relate to that.

MR. EDENFIELD: I think what's confusing him is it looks like you're looking at applying a standard that the FCC has come up with for pricing, and you're trying to apply it to an OSS database or interface; and I'm not sure that the terminology is the same, and I think that's what's confusing him.

MS. STEARN: Okay.

MR. EDENFIELD: Unless there's a price component or a cost component you're asking about.

MS. STEARN: Okay. We're going to move on to another question.

BY MS. STEARN (Continuing):

Q Would you, Mr. Pate, turn to your rebuttal testimony, please?

A Okay.

Q Page 4, beginning at Line 10.

A I'm there.

Q Okay. You say:

> "There is no requirement in the Telecommunications Act of 1996 or in any order by the FCC that makes BellSouth responsible for performing the integration of preordering local exchange navigation systems and telecommunication access gateway, ordering LENS TAG and EDI with the ALEC's own OSS systems."

A Yes, I'm there.

Q Okay. According to your testimony, BellSouth provides an integratable standard by which ALECs may integrate their own OSS; therefore, ITC^DeltaCom must develop a BellSouth-compatible OSS along with their own internal OSS. Is this correct?

A You read that last portion pretty fast.

Q Okay. I'm sorry. According to your testimony, BellSouth provides an integratable standard by which ALECs may integrate their own OSS.

A Correct.

Q Therefore, ITC^DeltaCom must develop a BellSouth-compatible OSS along with their own internal OSS.

A That is correct. That's a requirement on their part to do so if they want such.

Q Okay. Do you agree that ALECs also incur costs associated with the development and implementation of two systems?

A When you say with two systems, clarify what you mean by two systems.

Q Internal and BellSouth compatible.

A Well, of course there's a cost associated with developing those systems, but it's a normal cost of doing business.

Q Okay. Just for clarification then, is your answer yes or no, that ALECs incur costs associated with the development and implementation of two systems, internal and BellSouth compatible?

A My answer is, yes, there's a cost associated with two systems. The cost is a necessary cost. It's a normal course of doing business. The reason for this is because they, only they know what their vision and mission is and can only develop their systems around the support of that vision and mission. The integration of

the system for their own internal OSS to do ordering and provisioning is a cost they'll have to incur, but that's a cost that goes along with the industry development of these systems. It's not just a cost that should be unexpected.

If they don't wish to incur that cost, we have provided other means for them via the LENS systems that they can also order resold services. So we've tried to offset from the standpoint of there being other methodology. Plus, they can, at their own option, manually submit their LSRs to us as well.

Q Okay. Thank you.

What is the interval in which ITC^DeltaCom is required to update their OSS to TAG or newly developed OSS?

A What is the interval with respect to when we make an announcement we're going to have a new lease? Or just clarify your question so I can better answer it for you.

Q Okay. When you update OSS, and that means the previous OSS becomes obsolete, there's a time interval there. What is that time interval?

A Okay. First, let me state that our policy is that we support two versions of the interface. The version referencing back to -- talking about the national

standards body ATIS. When they roll out new versions, we work through our electronic interface change control process to, first off, identify when and what functionality we're going to incorporate into our OSS. When we roll that new version out, then we maintain still the old version. We continue to have two available to them to allow them plenty of time to come up to the new version.

Let me clarify this with an example. Let's say we put out version -- let's say, first off, we have Version A and B out there today. A came first; B came second. And tomorrow we start Version C. As a result of that, Version A drops off; we no longer support that. But now we will support Version B and the one we just rolled out, C. And we will continue to support it until a new version comes out.

New versions don't come out that frequently. There's a lot of -- usually a big lag time in between. But it's not a set interval. We can't say when that next version is going to be. However, what I can say to you is we're talking about months, not days here in between that. So that process will allow them to have plenty of time to get up to the new version before the next one is actually implemented. And if they participate in the electronic interface change control process, they're well

involved with this, and they're actually participating in help to drive the decisions of when those versions come out.

Q Okay. Thank you.

Do you have Exhibit RMP-1 available?

A I can get it available. One second.

Q Okay. This is the last question.

A Okay, I'm there.

Q Do you have it?

A Yes, I do.

Q Okay. The flow process shows 20,758 orders falling out of the system to the LCSC.

A Give me that number again, 20 thousand seven --

Q 20,758.

A Where did you get that number?

Q Okay. Manual fallout plus error clarification fallout.

A Hold on, I'm going to pull out a calculator.

Q Okay. You added the total manual fallout of 8,742 to what, the total system fallout? What's identified with the Variable E, or the Letter E, error, clarification by LCSC, either CLEC error or BellSouth error?

A I got that, okay. I see where you got your number.

Q Add M and E.

A I see where you got your number. Okay.

Q Okay. So there are 20,758 orders falling out of the system to the local call service center.

A Local carrier service center.

Q Okay. Yes. Of the total 20,758 orders, 6,574 were returned to the CLEC showing CLEC errors. The LCSC should have 14,184 orders remaining to process, but only 5,442 appear to move forward showing BellSouth errors. Okay. Did you follow that?

A I'm not sure where you got your last numbers. Give me those last numbers again. I have 14,184.

Q Orders remaining to process, Path 6.

A Okay. And what was your next? Path 6 you're referring to exhibit -- the second page, correct?

Q Right, Page 2 of 2, and that 14 thousand comes from Path 6 minus the total incoming into the LCSC.

A Total coming into the LCSC?

Q Uh-huh.

A I don't see where that total is. Well, what I would suggest here is ask me your question, and then I'll be glad to go over this thing in detail and answer as many questions as you have for clarity purposes.

Q I'm sorry, could you repeat what -- Okay. Well, the first question is what happened to the other

8,742, so --

A Let me explain a couple of things about this without me trying to back into your math.

Q Okay.

A And see if that gives you some clarity, and if not, then let's go back and do the math together here, and I'll be glad to explain how this works.

The first thing I want to explain is this total manual fallout. Understand that's saying by design this particular type of order that was submitted falls out for processing. It has nothing to do with any errors associated with it. It's not an error. It's by design it falls out for processing.

So that 8,742 then goes to a representative in the local carrier service center who submits that system directly into our service order control system that you see on that diagram, the second page. Then if you want to do some math with me to show you where we get that, you can see from -- I'm going to do math as I talk here. You take 74,640, which is the total mechanized LSR submitted. Do you see that?

Q Okay.

A You subtract from that, and now we have 8,742 that has fallen out for manual processing.

Q Okay. Just a second. I'm sorry, go ahead.

A If you follow that on Page 2, under that in the LESOG block -- that stands for local exchange service order generator -- that's where an order is -- You heard me talk about it earlier. It's the service order generator. We format it from an LSR format into what we refer to as sales service order format in order for SOCs and downstream systems to process it. That's where provisioning starts.

We're saying here the LESOG functionality is not programmed to handle this particular type of order. So you can see using that item Identifier Number 4 there, it falls out and goes to the LCSC. And following it all the way around, you can see that it's following an order to indicate -- maybe what's confusing you -- it's really not an error. I'm just trying to indicate that they process that by entering it directly into DOE or SONGS. For the State of Florida it's DOE. If that's what's causing some confusion -- It's not an error. It's a fallout by design because we don't have that functionality for that particular type of order programmed yet.

So with that said, going back to what I was trying to show you from a mathematical standpoint --

Q Can I interrupt you for one second, please?

A Sure. Please do.

Q What you were talking about that you said it's not an error, it's a fallout by design.

A That's correct.

Q Does it fall to LCSC?

A That's correct.

Q Okay.

A Even the errors fall out to the LCSC. That's where all the orders that have -- anyone has to touch them manually, that's where it's done, our local carrier service center.

Q Okay. If you add the errors plus the fallout, what do you get?

A If I add the errors, which you're referring to the total system fallout, the 12,016 --

Q Yes.

A -- to the manual fallout of 8,742, that gets back to the number you started off initially, 20,758.

Q Okay. So that means that 20,758 goes into the LCSC; is that correct?

A Are you still there?

Q Yes.

A Okay, I heard a phone.

Q Yeah, we did too.

A The 20,758 is touched by someone in the LCSC, that's correct.

Q Okay.

A Some of those are processed in the LCSC. Some of those are sent back to the ALEC to correct, and we've got to really make sure you see the distinction here.

Q Can I ask you a question?

A Please do.

Q 6,574 went back to the ALEC; is that correct?

A That is correct. That's where we have -- when it falls out in the local carrier service center, the rep has to look at that order and look at why did it fall out. Was that error a result of something dealing with BellSouth systems? If so, we correct it, and it falls into that category of BST caused fall out. If it's the result of something the ALEC did, then it falls into the category of the ALEC. In the case of my chart here, CLEC calls fall out, and we send that back to them for correction.

Q Okay. What we want to say -- the way we're looking at it is we take that 20,758 total calls that go into the LCSC, we want to subtract the 6,574 that get routed back to the CLEC, and we come up with the number 14,184, and --

A Well, I think by the fact that you took that manual fallout to begin with and combined it with the errors, that that's a flaw in your approach. Take the

approach this way, take the 74,640, take that number. Then from that subtract the 8,742, and that's saying this is now a figure of 65,898 that can be electronically processed.

Q Mr. Pate?

A Yes.

Q Would you mind if we go off the record so maybe we can have a little --

A Sure, if my lawyer says it's okay.

MR. EDENFIELD: That's fine.

(DISCUSSION OFF THE RECORD)

MS. STEARN: Okay. Let's go back on the record.

BY MS. STEARN (Continuing):

Q What happens to the 8,742 when it goes back into the LCSC?

A The 8,742, first off, represents the orders that were submitted electronically but by design fell out because we didn't have the functionality programmed for the systems to handle them electronically. What that means is we have to manually enter those LSRs, those local service requests.

In the process diagram flow that I'm trying to display here on Page 2 of my exhibit, it goes back to the local carrier service center where a representative in

the service center enters that order, utilizing for Florida, the direct order entry, the DOE interface, which then drives that order directly into the service order control system, SOCS. So the LCSC rep actually processes that order and makes that direct entry for itself.

Q Okay. Thank you.

MS. STEARN: All right. Well, that's all the questions we have. Thank you very much for your patience.

THE WITNESS: Thank you.

MS. STEARN: That's all for us.

EXAMINATION

BY MR. ADELMAN:

Q Mr. Pate, this is David Adelman.

A Good afternoon.

Q I'm representing ITC^DeltaCom. Good afternoon.

A Yes, sir.

Q I guess let me start where you finished.

A Okay.

Q And I won't try to reconstruct the mathematics, but I do want to understand the process.

A Certainly.

Q When an order is submitted -- well, first, let me ask you this premise. EDI is the nondiscriminatory access that BellSouth is holding up currently as being --

holding up to the FCC as being compliant with the Act; is that correct?

A Actually, EDI and TAG.

Q Okay. So TAG is the latest that -- latest developed, most recently developed interface that BellSouth has presented to the FCC as being compliant with the Act; is that correct?

A Well, I don't know that TAG has been formally presented to the FCC. I'm sure there's been, you know, ex-parte type discussions on TAG. And I would also add that LENS is a nondiscriminatory access to resold services as well.

Q I understand. But with regard to UNE orders.

A Yes. Yes, you're correct.

Q Okay. You understand that ITC^DeltaCom utilizes EDI; is that correct?

A Yes, I do. I understand that.

Q Okay. And we built out so that we could access your OSS through use of EDI, and you had suggested we do so, correct?

A I think someone from our BellSouth account team suggested that you do so. That's all I know.

Q Okay. Now I understood you to say that when an order is submitted, let's say a UNE order is submitted through EDI, that some orders fall out as a result of

ALEC errors. In this case we'll say ITC^DeltaCom errors; is that correct?

A That's correct.

Q And some orders fall out as a result of BellSouth or BST errors, correct?

A That's correct.

Q But there's also a third group that fall out as a result of design of the system; is that correct?

A That is correct.

Q In other words, the system is coded so that these orders are not intended, through EDI, to be processed on a fully electronic basis?

A No, not intended to on a fully electronic. The intent is to get them in as much as we can, at least by being able to make the transmission electronic, so that can still improve the overall efficiency and effectiveness of the order processing.

Q I understand, and I'm suggesting otherwise.

A Okay.

Q I'm just trying to understand that you have designed the system so that certain orders by design fall out; is that correct?

A Yes. That's correct.

Q Now these are typically what I think you call complex orders, correct?

A That's one of the categories, yes. That's the primary category.

Q Okay. Let me give you a typical, sort of what I call a small business order. The order is seeking to enroll six lines with a hunting feature. Are you with me?

A I'm with you.

Q And I want to make sure I understand what that means. To me hunting means, if you call one line and it is busy, then it rolls over to the next line. Is that your understanding of a hunting feature?

A That's the correct understanding.

Q So in our example, let's say it's a doctor's office that has six lines and if you called and one doctor or maybe the reception area was busy, it would rollover to the next hand set within the office.

A Okay.

Q Would you agree that's a pretty typical complex order?

A I would agree.

Q And that's the type of order that would, by design, fall out; is that correct?

A Today the hunting does fall out, that's correct, and that's what drives it based on the scenario that you just described.

Q Okay. Now when an order, one of these orders, you know, that falls out by design, when it falls out in the system, I think I heard you, in response to staff's -- staff counsel's questions, indicate that it goes to the LCSC, correct?

A That is correct.

Q And from there it is manually entered into DOE; is that correct?

A For Florida it's DOE, that's correct.

Q Okay. And DOE is the system by which BellSouth accesses OSS for its own retail customers; is that correct?

A For its business retail customers, yes.

Q I understand. SONGS is for --

A SONGS is business as well. It's just a geographic --

Q That's right. It's in states other than Georgia, Florida, and is it North Carolina?

A I think you hit them all. It gets back to the old division, the South Central and Southern Bell states if you go back that far with our history.

Q Okay. And just so the record is clear, for residential it's called -- I call it RNS. It's R-N-S, correct?

A RNS, that's correct.

Q So I want to understand this process. You've designed in OSS an interface to be used by ALECs in which, by design, this order has fallen out, has been sent to the LCSC and then someone in the LCSC actually types it into the interface that BellSouth uses for its own retail customer; is that right?

A I missed your last phrase. You said it's own retail customer. Could you just repeat that piece?

Q Okay. The LCSC actually takes the information that has fallen out by design and enters it -- I shouldn't have said types -- enters it into DOE; is that correct?

A That is correct.

Q Okay. Now I also heard you in response to some of staff counsel's questions indicate that you don't know of any ALECs that have requested use of the BellSouth interfaces. Do you remember that discussion?

A No, they even made a formal request for that interface.

Q Okay. I mean just to be clear here, has BellSouth offered to any ALECs the ability to use the BellSouth interface?

A Not formally, no.

Q Okay. I mean do you have any reason to believe that if such a request was made that BellSouth would

allow ALECs to utilize exactly the same interface as that utilized by BellSouth's retail divisions?

A Well, yeah. Yes, I do believe BellSouth would entertain that request.

Q Well, and what is the basis of your opinion that such a request would be entertained?

A Well, the basis of that, first off, is if there is truly an ALEC out there that would like to take a look -- let's use RNS for sake of conversation -- of that interface, there would be -- they'd have to submit their new business request, their proposal for that; and we would have to then get with them and understand exactly what their needs are, and we could entertain that. The issue, I think -- there are several issues, actually, but the one that would come up is the cost associated with converting that so that's something that an ALEC could use because they wouldn't be able to use it, if there's a lot of proprietary information maintained. For our own retail units, we couldn't -- it's not just a simple flip the switch and, you know, give that to the ALEC.

There are several other issues there too associated with it, why I think an ALEC would not want to use that system. One is, we've had several discussions on today, deals with industry standards, and it's not based on any industry standard. Second, is it would only

allow you to enter consumer orders because it doesn't do business. So if you want to do business, now you're talking about you're going to have two interfaces if you want ours.

Q Well, and the business interface would be DOE in Florida, correct?

A In Florida, that's correct.

Q So --

A There's another component here. That system is not programmed to do some of the basic transactions which the ALEC community needs today, such as UNEs, as well as just simple conversions of accounts.

Q Well, let me -- Now I'm confused. If a complex order for services to be provided through UNEs falls out of EDI, then someone at BellSouth takes the information and inputs it into DOE; is that correct?

A That's correct.

Q So DOE can handle a complex order seeking to provide service through UNEs, correct?

A Well, the answer to your question is yes, but let me clarify it. We have an issue here about service order generation that I talked about earlier. When you work with DOE, which is an old architecture, you are entering your order directly utilizing DOE into the service order control system. So you're entering it in a

format that we refer to as the sales service order format that allows the downstream systems to process it.

Q Okay. Now let me ask you: So is it your position that if my client, ITC^DeltaCom, requested the opportunity to enter its orders directly into DOE rather than through EDI or TAG that BellSouth would work with ITC^DeltaCom to try to effectuate that process? Is that what you're telling me?

A What I'm telling you is that ITC^DeltaCom would have to submit a new business request, describe what it is they want, and BellSouth would look at that and discuss it with ITC^DeltaCom. And once it could be defined what you want, price it out what it would cost.

Q Okay. Now let's go back to the way it is today. We've got this six-line order with hunting feature requested. We submit it into EDI. By design it falls out. It goes to the LCSC, and they have to manually input it into DOE. And my question for you is: Could there be mapping developed whereby, rather than the order by design falling out and having to be manually inputted into DOE, the EDI system and the DOE system are developed in such a way so that it does not fall out by design? Is that technically feasible?

A The answer to your question is yes, that is technically feasible; and that is exactly what's

underway.

Q Okay.

A What we're dealing with here is an issue associated with the development of the contents standards that describe how to do that so then you can do the mapping from a programming standpoint.

Q And what types -- tell me the parameters, which complex orders would this development cause to be -- cause to flow through as opposed to fall out?

A Let me try to answer your question this way, and if you remember me talking about the OBF, the ordering and billing forum?

Q I do.

A That is the driving industry committee under that ATIS organization that develops the standards associated with the local service request format that will drive us to eventually be able to do the mapping that you referred to. Hunting is a good example. Let's use your illustration. Those had been recently developed for simple hunting, and that's part of a functionality that will be in place with the release -- that will come out of BellSouth in December.

Q Do you attend the OBF meetings?

A No, I do not.

Q Okay. But does someone that reports to you

attend?

A No, they don't report to me. Someone from BellSouth does, but it's not someone that reports to me.

Q Okay. Is it your understanding that BellSouth at the OBF has been an advocate of the development of a system whereby complex orders will flow through?

A You know, I haven't been to the meetings. I can't speak to that. I can just tell you that from working with what I do with the OSS systems that we are an advocate for developing as many standards as they can. It helps us better serve you if we can get these programs so they'll be electronically submitted and untouched by human hands, so we are advocates from that standpoint. I cannot speak to what anybody on behalf of BellSouth has said in any OBF meetings.

Q Okay. Now tell me the parameters. You know, our simple -- what I call our basic complex order, the six lines with hunting falls out by design. What other -- describe for me other orders that fall out by design.

A Well, we have here in my testimony where we talked about a multi-serve order, that we used that for illustration purposes, if you submitted it, and how it would be processed and shown. I don't have a list, Mr. Adelman, in front of me of all of the various complex

services.

Q Okay. Now let me ask you this. Let's stick with what I call our basic complex order. I know that's somewhat of an oxymoron. How about our standard complex order.

A Okay.

Q Our standard complex order, when submitted by BellSouth in order to provide that same service to that same doctor's office, six lines with hunting, is input directly into DOE; is that correct?

A That's correct.

Q Okay. So there's no fallout when it's BellSouth taking and completing the order on behalf of its own retail customer, correct?

A Well, there is no fallout because they use that system entering it directly into DOE as well.

Q Got you.

MR. ADELMAN: I have no further questions. Thank you, Mr. Pate.

MR. EDENFIELD: Are you all done in Tallahassee?

MS. CALDWELL: We are done in Tallahassee.

MR. EDENFIELD: I have no questions for Mr. Pate.

MS. STEARN: Okay. We'll call the deposition

to an end then. Thank you all.

(WHEREUPON, THE DEPOSITION WAS CONCLUDED)

* * * *

ERRATA SHEET

ERRATA SHEET

Page 38, line 22, change "fill" to "field" to read "emphasis on field force personnel to understand how to".

Page 48, line 15, change "inoperability" to "interoperability" to read "the interoperability actually works, functions. They talk".

Page 66, line 17, change "lease" to "release" to read "make an announcement we're going to have a new release? Or".

STATE OF FLORIDA)
: CERTIFICATE OF OATH
COUNTY OF LEON)

I, the undersigned authority, certify that RONALD PATE personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 14th day of October, 1999.

NANCY S. METZKE
Notary Public - State of Florida

Nancy S. Metzke
MY COMMISSION # CC677518 EXPIRES
September 13, 2001
BONDED THRU TROY FAIN INSURANCE INC

CERTIFICATE OF DEPONENT

This is to certify that I, RONALD PATE, have read the foregoing transcription of my testimony, Pages 1 through 87, given on October 13, 1999, in Docket Number 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the Errata Sheet attached hereto.

_____

RONALD PATE

Sworn to and subscribed before me this
day of , 19

NOTARY PUBLIC
State of
My Commission Expires:

CERTIFICATE OF DEPONENT

This is to certify that I, RONALD PATE, have read the foregoing transcription of my testimony, Pages 1 through 87, given on October 13, 1999, in Docket Number 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the Errata Sheet attached hereto.

RONALD PATE

Sworn to and subscribed before me this 26th day of October, 1999

NOTARY PUBLIC
State of
My Commission Expires:

JUDY M. PAUL
MY COMMISSION # CC 577209
EXPIRES: October 18, 2000
Bonded Thru Notary Public Underwriters

REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA)
COUNTY OF LEON)

I, NANCY S. METZKE, Certified Shorthand Reporter and Registered Professional Reporter, certify that I was authorized to and did stenographically report the deposition of RONALD PATE; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 14th day of October, 1999.

NANCY S. METZKE, RPR, CCR

FLORIDA)
: CERTIFICATE OF OATH
COUNTY OF LEON)

I, the undersigned authority, certify that Ronald Pate personally appeared before me at 675 West Peachtree and was duly sworn by me to tell the truth.

WITNESS my hand and official seal in the city of Atlanta, County of Fulton, State of Georgia, this (DAYMO) 13th October, 1999.

Marina Dodson-Buck
Notary Public
State of Georgia

Personally know ___ OR produced identification ___.

Type of identification produced _____.

Notary Public, DeKalb County, Georgia
My Commission Expires Mar. 2, 2003

FLORIDA PUBLIC SERVICE COMMISSION

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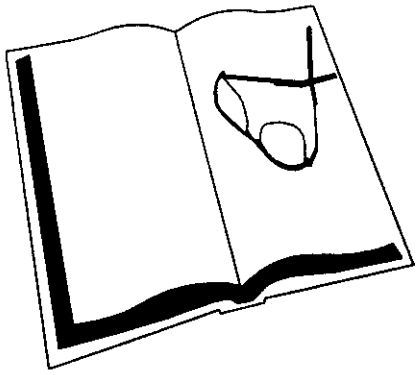
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EXHIBIT NO. _____

DOCKET NO.: 990750-TP

WITNESS: Stip - 9

PARTY: ITC^DeltaCom

DESCRIPTION:

1. **Responses to Staff's 1st Set of Interrogatories**
2. **Responses to Staff's 2nd Set of Interrogatories**
3. **Responses to Staff's 1st Set of PODs**
4. **Responses to Staff's 2nd Set of PODs**

PROFFERING PARTY: STAFF

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 10 I.D. # Stip-9
COMPANY/ WITNESS: Staff
DATE: 10-27-99

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In Re:	)	
	)	
Petition for Arbitration of	)	**Docket No. 990750-TP**
ITC^DeltaCom Communications, Inc.	)	
With BellSouth Telecommunications, Inc.	)	
Pursuant to the Telecommunications	)	
Act of 1996	)	
	)	

ITC^DELTACOM COMMUNICATIONS, INC.'S ANSWERS TO
STAFF'S FIRST SET OF INTERROGATORIES

Petitioner, ITC^DeltaCom Communications, Inc. ("ITC^DeltaCom"), provides its answers to Staff's First Set of Interrogatories attached as Exhibit "A".

Dated this 27 day of September, 1999.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished this 27 day of September , 1999 to the following:

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INTERROGATORIES

1. For purposes of the following question, please refer to Mr. Rozycki's direct testimony, page 13, lines 4 - 8. In this passage, please explain whether you are comparing ITC^DeltaCom's processes from the time a service is ordered to the time the service is turned on to a situation where a BellSouth's retail customer orders a service to the time that service is turned on? If no, please explain your response.

Response:

No. ITC^DeltaCom is comparing the time it takes BellSouth to process ITC^DeltaCom orders versus the time it takes BellSouth to process its own end-user orders. BellSouth often takes more than ten days to process ITC^DeltaCom orders. That is, from the time ITC^DeltaCom submits the initial order to BellSouth to the time the end-user's service is turned on. It is ITC^DeltaCom's understanding that BellSouth typically takes 3-5 days or less to perform the same order processing for its own retail customer.

One significant problem is error correction. When a BellSouth employee enters information for an order, that information is checked by BellSouth systems as the order is entered. When an ITC^DeltaCom employee enters an order the process is very different. ITC^DeltaCom must first complete the order. Then it is electronically submitted. BellSouth then checks the order against its information. If an error is found, the order is returned. This first error check can take as long as 24 hours. ITC^DeltaCom must then correct the error and resubmit the order. The order is then checked again, and if another error is found the order is rejected and returned. This process is repeated until all errors are found. This is a process fault that causes ITC^DeltaCom orders to be completed much more slowly than orders for BellSouth.

Generally, ITC^DeltaCom's position is that, at a minimum, ITC^DeltaCom orders should be completed by BellSouth in the same time frames as those BellSouth completes for its own retail customer. These time frames must include the so-called pre-ordering process. To be truly at parity, ITC^DeltaCom orders should be completed as quickly as the orders placed by BellSouth's largest retail customers. As a wholesale purchaser of BellSouth network and services ITC^DeltaCom should be provided service in a manner equal to that of any other similarly situated business or customer, including BellSouth's own retail sales unit.

2. On page 23, lines 4-7, witness Rozycki states in his direct testimony that "while BellSouth proposes that it be allowed to recover its cost of terminating ITC^DeltaCom originated local calls, it would have ITC^DeltaCom charge less than it's cost of terminating BellSouth originated local calls".

(a) Please identify specific instances which support the above statement.

(b) For each of the examples provided in response to (a), please identify ITC^DeltaCom's call termination cost.

EXHIBIT "A"

Response:

The ITC^DeltaCom network does not exactly mirror the BellSouth network. ITC^DeltaCom's transport and switching architecture vary significantly from BellSouth's. The FCC rules on reciprocal compensation were not developed to allow BellSouth to gain arbitrarily lower prices for the termination of its traffic, when compared to the prices it charges ITC^DeltaCom for the same service. The FCC recognized this in developing its rules for transport (CFR 51.701(c)) and switching (CFR 51.711(a)(3)). One easy way to prevent either party from "gaming" the process is to require both parties to charge the same, single rate for reciprocal compensation for locally delivered traffic. This rate should be developed using BellSouth's FCC approved TELRIC costs for end office switching, tandem switching, and local transport.

(a) Under the BellSouth proposal ITC^DeltaCom would be required to charge transport based on BellSouth mileage, thus if ITC^DeltaCom's actual transport mileage is greater, then ITC^DeltaCom would be disadvantaged. (The same transport would be acceptable if all other rates were the same.) In the case of tandem switching, the BellSouth proposal would deny ITC^DeltaCom tandem switching, even though our switching platform performs the same functions as the BellSouth tandem. The FCC envisioned this move by BellSouth and created rules in the CFR (CFR 51.711(a)(3)) that allow ALECs like ITC^DeltaCom to charge for tandem switching when the ALEC switch covers a similar geographic area as the BellSouth tandem.

(b) ITC^DeltaCom has not performed specific cost studies covering "call termination." As required by the FCC, ITC^DeltaCom must use the FCC approved TELRIC rates of the incumbent until it performs such studies. If ITC^DeltaCom should perform its own cost studies, then the end office switching, tandem switching, and local transport rates charged by ITC^DeltaCom will be derived from an efficient design of its own network.

3. Referring to page 23, lines 21-23, of witness Rozycki's direct testimony, please explain how BellSouth's transport formula "denies ITC^DeltaCom full recovery of its costs".

Response:

The BellSouth transport formula allows BellSouth to fully recover the cost of its transport to terminate ITC^DeltaCom calls. But this formula requires ITC^DeltaCom to charge transport based on BellSouth's transport mileage. If elemental billing is established for reciprocal compensation then ITC^DeltaCom should be allowed to use its own transport mileage when handling BellSouth calls. BellSouth is attempting in every way to take advantage of its substantial market

power to arbitrarily lower the revenue ITC^DeltaCom receives for performing the same service as BellSouth. This form of price gaming should not be allowed.

The local networks of ITC^DeltaCom and BellSouth do not match up identically. In such a situation it is best to negotiate a fair price for both parties based on the equal value of the services provided. Whether, the price is set at $.0045 as proposed by ITC^DeltaCom or at the sum of the local switching, tandem switching, and transport rates; it is important that the rate be equal because the services provided are equal in value.

Under the BellSouth proposal, identical services are assigned different values based on the company providing the service. BellSouth assumes the delivery of calls by ITC^DeltaCom is less valuable to BellSouth customers, than the delivery of calls by BellSouth is to ITC^DeltaCom customers. There is no reason why this would be true. It would be economically irrational for the Florida PSC to approve such disparate and discriminatory rates.

4. On page 22, lines 17-20 of his direct testimony, witness Rozycki states that "BellSouth has proposed elemental billing [for reciprocal compensation] based on the state ordered rates for local transport, end office switching, and tandem switching". On page 25, lines 19-21, witness Rozycki states that the reciprocal compensation rate should be set at $0.0045 for the contract term and then "the rate should be reduced by $0.0005 per year until it reaches BellSouth's TELRIC-based rates for transport and switching".
(a) To what "state-ordered rates" is witness Rozycki referring?
(b) Please explain specifically how the "state ordered rates" for transport and switching differ from BellSouth's "TELRIC-based rates for transport and switching" referred to on p. 25 of witness Rozycki's testimony.

Response:

4 (a) Mr. Rozycki was referring to the "state ordered rates" that were presented to ITC^DeltaCom by BellSouth as an attachment to their Interconnection Agreement Template. The rates provided to ITC^DeltaCom by BellSouth did not provide source information.

If UNE rates are found to be appropriate for reciprocal compensation, then Mr. Rozycki believes the UNE rates for end office switching, common transport, and tandem switching found in Order No. PSC-96-1579-FOF-TP should be the rates used to establish a single reciprocal compensation rate.

(b) If the "state-ordered rates" are based on FCC-approved TELRIC cost studies, then there should be no difference between the "state-ordered rates" and the "TELRIC rates." It is possible, however, that the BellSouth TELRIC cost studies do not comply with the FCC methodology for determining TELRIC rates.

5. Referring to page 24, lines 17-21 of witness Rozycki's direct testimony, please identify the issue number (from the issue list attached to Order No. PSC-99-1589-PCO-TP) that pertains to a rate for the 4 wire SL2.

Response:

Mr. Wood, not Mr. Rozycki, addresses the 4 wire SL2 rate on page 24 of his direct testimony, lines 17-21. The Petition issue 6(b) states two and four wire ADSL/HDSL and was intended to include two and four wire SL2.

6. Please refer to page 25, lines 6-9 of witness Wood's direct testimony, where he states that BellSouth's loop cost model "cannot be used to produce results that comply with the FCC's TELRIC standard", because the "relevant characteristics" are "fixed and cannot be changed by altering inputs". Please identify the "relevant characteristics" to which witness Wood is referring, and explain why they are the relevant characteristics.

Response:

The primary cost drivers of loop costs are loop length and line density of the area being served. In order to accurately calculate the economic (in this case TELRIC) cost of a local loop, it is necessary for a cost model to capture the relevant characteristics which directly impact these cost drivers. If a model, by its design, is limited to the use of embedded information for these characteristics (with or without minor adjustments to the embedded information), it cannot be utilized to develop the relevant costs (i.e. those costs that would comply with the FCC's rules).

The BellSouth loop cost model develops costs by beginning with a survey of embedded loop designs from a BellSouth historical database. This process is fundamentally flawed for two reasons. First, the use of embedded loop characteristics (even if modifications are made to remove bridge tap and add loop carrier is some instances) cannot be used to develop costs consistent with the requirements of FCC Rule 51.505, which requires that the network design used in the cost study be constrained only be existing switching locations and precludes the use of embedded information. Second, the BellSouth methodology fails to take line density into account. Line density is the most important cost driver for local loops. As a result, the cost of any given loop is a direct function of the existence of other loops being utilized to serve the same area (in other words, the cost of a single loop cannot be accurately determined in isolation). Because it relies on the embedded characteristics of a single loop studied in isolation, the BellSouth loop cost model ignores the primary cost driver of loops and produces results in violation of FCC Rule 51.511.

7. For purposes of the following question, please refer to Mr. Thomas's direct testimony, page 3, lines 19 - 21. Please describe what are the necessary criteria and standards for a fully functional and integrated EDI interface.

Response:

In order to have a fully functional and integrated EDI interface, a pre-ordering interface that integrates with EDI must be established. Such a pre-ordering interface would require and support real-time data retrieval from BellSouth's systems. For instance, ITC^DeltaCom must be able to access the Customer Service Record through its pre-ordering interface in real-time, and be able to automatically populate the CSR or pieces of the CSR into ITC^DeltaCom's order. In addition, access to addresses, telephone numbers, products and services, due dates, etc., must be possible in real-time. Without such real-time information exchange, which is what electronic interfaces and systems are for, ITC^DeltaCom is unable to timely meet its customers needs and fairly compete against BellSouth. ITC^DeltaCom would point out that EDI, the interface that BellSouth has relied upon for the past three years as its ALEC nondiscriminatory interface, transports data in batches. This batch process means that by design EDI does not allow real-time data retrieval and exchange. Thus, EDI does not and cannot provide parity with the interfaces BellSouth uses for itself. Nevertheless, ITC^DeltaCom believes that with a fully functional, real-time pre-ordering interface, and with enhancements to the EDI ordering interface, ITC^DeltaCom will be able to compete with BellSouth on a more equal footing. Absent this requested functionality, ITC^DeltaCom's ability to compete and provide its customers with the same experience is severely hampered. Due to the expense ITC^DeltaCom incurs to develop and support OSS interfaces, ITC^DeltaCom is not at this time requesting an ordering interface to replace EDI. By not doing so, ITC^DeltaCom is in no way waiving its rights, but is simply requesting certain increased functionality such that a more level playing field is created today. ITC^DeltaCom believes that BellSouth has a duty and an obligation under the law to provide the requested operations support functionality.

ITC^DeltaCom would note, however, that BellSouth claims its Telecommunications Access Gateway ("TAG") interface is integratable with EDI. While this may be true, ITC^DeltaCom believes that it would take at least twelve months to build the TAG interface. Based on ITC^DeltaCom's experiences with BellSouth's "nondiscriminatory" LENS and EDI interfaces, ITC^DeltaCom is very concerned that the TAG interface may also fail to provide nondiscriminatory access to BellSouth's operations support systems. Further, if TAG fails to provide nondiscriminatory access, where does that leave ITC^DeltaCom? ITC^DeltaCom is a small company and cannot continually develop expensive interfaces in hopes that the next one developed will provide nondiscriminatory access. Finally, BellSouth was required by the FCC at Paragraph 525 in Docket No. 96-98, Order No. 96-325 to develop a nondiscriminatory interface by January 1, 1997. In Paragraph 527 of the same Order, the FCC further stated that each incumbent LEC was to provide access to its support systems through a nationally standardized gateway, which "would eliminate the need for new entrants to develop multiple interface systems, one for each incumbent" LEC. It is now almost three years later and such an interface has yet to be provided to ITC^DeltaCom. Not only does ITC^DeltaCom not have one nationally standardized interface, ITC^DeltaCom will, if TAG is

developed, have developed three interfaces for BellSouth alone. Further, TAG is a BellSouth proprietary interface that cannot be used with any other ILEC. Certainly ITC^DeltaCom, and all ALECs, should not have to develop endless numbers of interfaces – a situation the FCC expressly stated should not occur.

8. For purposes of the following question, please refer to Mr. Thomas' direct testimony, page 3, line 24 - page 4, lines 1 -5.

(a) Does ITC^DeltaCom know which OSS interface BellSouth uses for its own pre-ordering and ordering functions?

Response:

Yes.

i. If yes, what is this OSS interface?

Response:

It is ITC^DeltaCom's understanding that BellSouth uses the Regional Negotiations System (RNS) interface for its retail residential local service requests, and the Direct Order Entry (DOE) and Service Order Negotiations System (SONGS) for its retail business local service requests. Further, ITC^DeltaCom understands that DOE is used by BellSouth in Florida, Georgia, South Carolina and North Carolina, while SONGS is used in Alabama, Tennessee, Mississippi, Louisiana and Kentucky. Each of these systems fully integrate the pre-ordering and ordering functions.

ii. Is this OSS interface available to ALECs for preordering and ordering functions? Please explain.

Response:

No. RNS, DOE and SONGS are BellSouth proprietary systems that BellSouth has not made available to ITC^DeltaCom, or, to ITC^DeltaCom's knowledge, any ALEC.

(b) Can LENS' pre-ordering function be integrated into EDI's ordering function? Please explain.

Response:

No. Unlike BellSouth's systems that are "fully integrated," the LENS pre-ordering functionality is not integratable with EDI. (see FCC Second Louisiana Decision in Docket No. 98-121, Order No. 98-271, at Paragraph 98) The lack of an integrated pre-ordering/ordering system is a major deficiency

in the ALEC systems. The FCC correctly concluded at Paragraph 91 in Docket No. 98-121, Order No. 98-271 that "there are major deficiencies" with BellSouth's OSS. "In particular, we [the FCC] find that BellSouth fails to demonstrate that it is providing nondiscriminatory access to the pre-ordering function of OSS." At paragraph 96 of the same Order, the FCC concluded that "BellSouth 'impeded competing carriers' efforts to connect LENS electronically to their operations support systems and to the EDI ordering interface by not providing competing carriers with the necessary technical specifications and by modifying the types of data provided through the LENS interface. As a result, unlike BellSouth's retail operation which uses an integrated pre-ordering/ordering interface, competing carriers [could not] readily connect electronically the LENS interface to either their operations support systems or to BellSouth's EDI interface for ordering." Finally, the FCC stated, "the additional costs, delays, and human errors likely to result from this lack of parity ha[ve] a significant impact on a new entrant's ability to compete effectively in the local exchange market and to serve its customers in a timely and efficient manner." ITC^DeltaCom concurs.

(c) Please provide a description of BellSouth's and ITC^DeltaCom's respective pre-ordering and ordering interfaces, including diagrams (if available) and an explanation of any key differences that may exist.

Response:

There are numerous differences between the pre-ordering and ordering interfaces that BellSouth and ITC^DeltaCom use. In fact, since ITC^DeltaCom is not privy to BellSouth's interfaces, we do not know the full scope and capability that they possess. Nevertheless, ITC^DeltaCom does know that BellSouth has completely integrated pre-order and order interfaces. ITC^DeltaCom does not. BellSouth has the ability to parse customer service records, such that the CSR information is automatically populated into its orders. The LENS interface does not provide ITC^DeltaCom with such a capability. BellSouth's systems allow it to retrieve data from databases and populate it directly into its orders, ITC^DeltaCom does not have such a capability. In addition, ITC^DeltaCom would point out that BellSouth has created different databases and systems for use by ALECs than those used by BellSouth for its retail operations. For example, the LEO and LESOG databases were created by BellSouth for ALECs to check the accuracy of ALEC orders. BellSouth unilaterally decided not to provide access or apply the edit checks from the BellSouth retail databases FUEL and SOLAR. Thus, ITC^DeltaCom does not know whether it is afforded the same level of edit checking that BellSouth's retail operations enjoy. In addition, the LEO and LESOG edit checks occur after ITC^DeltaCom has submitted an LSR to BellSouth. This differs from BellSouth's process where FUEL and SOLAR apply edit checks to the BellSouth order as the BellSouth customer service representative builds the order with the customer on-line. This means that when an ITC^DeltaCom order, or any electronic order submitted by an ALEC, is rejected by LEO or LESOG, ITC^DeltaCom must wait

for BellSouth to send this order back to ITC^DeltaCom. This builds additional time into the process for ALECs. Further, ITC^DeltaCom has experienced problems with BellSouth clarifying only one error at a time. This means that if an order is rejected, but has more than one error, ITC^DeltaCom and BellSouth will pass this order back and forth multiple times. Therefore, ITC^DeltaCom is not receiving parity with BellSouth. Another example is many of ITC^Deltacom's electronically submitted orders fallout for manual handling. In fact, over 50% of ITC^DeltaCom's orders "fall out" for manual handling by BellSouth. ITC^DeltaCom is very concerned with the manual fallout rate. The OSS systems used by ITC^DeltaCom simply cannot support the small business customers for which ITC^DeltaCom submits most of its orders. BellSouth has designed its OSS to force these electronically submitted orders to be manually handled by BellSouth employees because BellSouth considers these orders to be "complex." The irony is that once ITC^DeltaCom's electronically submitted orders "fall out," BellSouth's LCSC takes ITC^DeltaCom's orders and rekeys them into BellSouth's Direct Order Entry (DOE) system. As stated above, BellSouth's DOE system is BellSouth's Florida business retail ordering interface, which ITC^DeltaCom does not have access to. Thus, it is ITC^DeltaCom's understanding that BellSouth can process ITC^DeltaCom's orders electronically through its retail ordering system, but the same orders submitted electronically by ITC^DeltaCom do not flow through electronically, rather, they are "designed" to "fall out" for manual handling by BellSouth. This means that ITC^DeltaCom is dependent upon the BellSouth representative to timely and accurately rekey ITC^DeltaCom's order into BellSouth's system. Thus, BellSouth controls the process of how quickly and accurately ITC^DeltaCom's orders are processed. To eliminate this manual intervention, which is not efficient for either party, ITC^DeltaCom believes BellSouth should be required to electronically map these orders that currently fall out for manual handling into DOE from the existing EDI ordering system, or correct the deficiencies in the EDI system itself. Further, the FCC determined at Paragraph 110, in Docket No. 98-121, Order No. 98-271, that while there may be limited instances in which manual processing is appropriate, "excessive reliance on manual processing, especially for routine transactions, impedes the BOC's ability to provide equivalent access."

9. For purposes of the following question, please refer to Mr. Hyde's direct testimony, page 4, lines 11 - 12.

(a) Please define an Integrated Digital Loop Carrier (IDLC) equivalent service.

Response:

By definition, an IDLC service is one where the analog signal from the end user is converted to digital in the feeder portion of the loop and then carried digital to the termination point of the call. There will be only one analog to digital conversion occurring in the end to end call.

In order for a service to be equivalent to IDLC there must be only one analog to digital conversion. Therefore, the interface to the ALEC must be digital with only one analog to digital conversion in the loop.

(b) Please identify and describe any IDLC equivalent service(s) provided by BellSouth to ALECS.

Response:

Currently BellSouth is not providing any IDLC equivalent service to ITC^DeltaCom. The only IDLC equivalent service known by ITC^DeltaCom to be offered by BellSouth to ALECs is a GR303 loop concentration service with a digital interface. This requires that a ALEC have knowledge of the serving area interface location (at the end of the feeder route) and which customers subtend that interface in order to efficiently use the 24 voice grade equivalent capacity. ITC^DeltaCom is not aware of any IDLC single loop equivalent.

10. For purposes of the following question, please refer to Mr. Hyde's direct testimony, page 4, lines 12 - 17. Please explain what a UDLC is, and how it differs from an IDLC.

Response:

Universal Digital Loop Carrier (UDLC) is an older technology of digital loop carrier and provides for the use of channel banks (multiplexers) in the BellSouth central office to convert the digital signal back to voice grade.

There are two basic differences between the IDLC and the UDLC loop carriers. First, UDLC requires the use of additional analog to digital conversions in the loop. For example, when a call is made to an internet service provider (ISP) on IDLC facilities there will be only one analog to digital conversion on the call (the ISP will have a digital modem and have no analog to digital conversion on the ISP end of the call). When the call is made to the same ISP on UDLC facilities, there will be three analog to digital conversions. The first conversion is the same as IDLC, the second is at the BellSouth central office where the signal is converted to analog to hand off to the ALEC, the third is in the ALEC's facility since the signal must be digital to send the call to the ISP. The additional analog to digital conversions degrades the quality of the signal. Second, the UDLC channel banks in BellSouth's central offices are often older technology such as the "D4" which may cause problems with other features. For example the IDLC facility will pass forward disconnect but when BellSouth converts the loop to UDLC for the ALEC the end user may not be able to use the feature due to the UDLC not supporting it. Therefore the end user must be willing to give up some features to change to a ALEC's service when that service is provided via UDLC.

11. For purposes of the following question, please refer to Mr. Hyde's direct testimony, page 4, lines 17 - 21. Please explain what a "side door" connectivity is, and how the use of a voice grade DSO degrades the quality of the "side door" IDLC connectivity.

Response:

A "side door" connectivity is provided when the connection goes through the IDLC and is "nailed up" with a permanent connection outside of the switch. When that connectivity is provided with a analog to digital conversion before being handed off to the ALEC, the same problem occurs that occurs with UDLC. In other words, when BellSouth provides a voice grade interface from a digital loop carrier it changes the number of conversions from one to three thus degrading the overall service.

12. For purposes of the following question, please refer to Mr. Hyde's direct testimony, page 5, lines 5 - 11.

(a) When an IDLC customer switches from BellSouth to a ALEC, can this customer continue to receive service using IDLC? Please explain.

Response:

The only way for the customer to continue to receive service via the same IDLC as they had when served by BellSouth is for BellSouth to provide the "side door" connectivity. If that "side door" service is provided with a digital interface to the ALEC the customer will receive the same quality of service. IDLC can also be provided with "loop concentration". However that requires the ALEC to buy a DS1 level of service to the end of the feeder route.

(b) Can UDLC provide forward disconnect? Please explain.

Response:

Forward disconnect will sometimes work on UDLC. However, the ALEC will not know whether or not it will work until the service is converted. This causes problems with provision of service to the customer. The ALEC is placed in the position of not knowing whether a customer's service can continue to be provided with the same features as is provided by BellSouth via IDLC. It appears that the failure to continue the forward disconnect is a function of the analog to digital channel bank or the plug-ins used in those channel banks.

(c) Is forward disconnect a UNE? Please explain.

Response:

Forward disconnect is a signaling function within the loop UNE. Therefore, as with signaling, forward disconnect should be provided as a function of the loop UNE, not as a separate UNE.

13. For purposes of the following question, please refer to page 22, lines 10-18 of Mr. Thomas Hyde's direct testimony.

(a) What percentage of Firm Order Confirmations (FOCs) received by ITC^DeltaCom are modified by BellSouth?

(b) Please identify:

(i) the types of modifications to FOCs made BellSouth;

(ii) the percentage of total modifications that each type identified in (i) represents; and

(iii) the cost incurred by ITC^DeltaCom to accommodate each type of modification

Response:

It is ITC^DeltaCom's understanding that this issue has been closed. However, to be responsive, ITC^DeltaCom responds as follows:

(a) What percentage of Firm Order Confirmations (FOCs) received by ITC^DeltaCom are modified by BellSouth?

Current ITC^DeltaCom estimates at least 10 percent of FOCs are modified by BellSouth.

(b) Please identify:

(I) the type of modifications made by BellSouth;

All of the changes made by BellSouth are changes to the due date of the service, often on the due date itself after ITC^DeltaCom has dispatched to the customer premises.

(II) the percentage of total modifications that each type identified in (I) represents; and

All of the changes are due date changes.

(III) The cost incurred by ITC^DeltaCom to accommodate each type of modification.

ITC^DeltaCom is currently developing the costs incurred as a result of these due date changes and will furnish at a later date, if requested. ITC^DeltaCom would note, however, that it incurs costs of re-issuing the

order, including the technician time, and frequently requires the additional costs of dispatching a technician to the customers premise.

14. (a) Does ITC^DeltaCom currently have any agreements with any ILEC in Florida or in the nine-state BellSouth region that provides for parity in priority guidelines for repair and maintenance and UNE provisioning?

(b) If the response to (a) is affirmative, please identify any and all such agreements.

(c) Does ITC^ currently have an agreements with any ILEC in Florida or in the nine-state BellSouth region that provides for parsing of the ILEC's customer service records?

(d) If the response to (c) is affirmative, please identify any and all such agreements.

Response:

(a). Yes. In the Sprint Interconnection Agreement approved by this Commission, Section 5.2 of page 174 (Order No. PSC -99-0076-FOF-TP) Sprint agrees to provide a repair commitment time that designates "essential lines" versus business and residential lines. This enables ITC^DeltaCom to inform Sprint that a customer is a higher priority level of customer (i.e. a hospital) versus other customer categories. In addition, Sprint states on pages 169- 170, (Sections 5.1; 5.1.4-5.1.6) that it will perform the same standard Sprint repair services at the same response time priority levels for ITC^DeltaCom as Sprint does for itself and Section 5.1 specifies that this applies to unbundled network elements. Further, Sprint shall provide maintenance intervals and procedures for all Telecommunications services and network elements provided to ITC^DeltaCom equal in quality to that currently provided by Sprint in the maintenance of its own network. The ITC^DeltaCom/Sprint interconnection agreement contains the above underlined provisions which BellSouth has refused to provide.

(b). See response to (a) above.

(c). ITC^DeltaCom has not requested the technical standards for parsing the CSR from another ILEC, because ITC^DeltaCom has not set up its OSS to send orders to either Sprint or GTE electronically at this point. As of today, ITC^DeltaCom only has local customers in the BellSouth region. ITC^DeltaCom has concluded interconnection agreements in Florida for both Sprint and GTE (ITC^DeltaCom opted into the GTE/AT&T agreement). This will be an issue in the future as ITC^DeltaCom will want to send orders electronically and is concerned that each LEC may have its own proprietary interface rather than one national standard. In areas outside of Florida, ITC^DeltaCom has an interconnection agreement with SBC but as yet has not entered into implementation meetings.

(d). None at this time.

15. For purposes of the following question, please refer to Mr. Rozycki's direct testimony, page 12, line 6. Please explain what is meant by "unreasonable delays".

Response:

The testimony and Exhibit MT-2 of Mr. Michael Thomas and the proprietary exhibits of Mr. Thomas Hyde address this issue.

Exhibit MT-2 shows that, for those orders submitted electronically by ITC^DeltaCom, a large percentage of ITC^Deltacom's orders are not completed in less than 5 days. More than 5 days is simply too long, i.e. "unreasonable delays." It is noteworthy that all of the orders reported in MT-2 are resale and should require no physical work by BellSouth.

Additionally, ITC^DeltaCom believes that delaying the cutover date multiple times for one customer is an "unreasonable delay." See proprietary exhibits of Mr. Tom Hyde.

It is unreasonable for BellSouth to repeatedly show up for cutovers with the wrong or faulty equipment. A technician should always carry "spares." BellSouth technicians should arrive with adequate/standard ALEC cutover supplies. BellSouth should prepare an inventory of the materials or equipment necessary for the cutover prior to the cutover date. This would eliminate many of the unnecessary delays occurring today.

It is "unreasonable" for BellSouth to delay a cutover multiple times for "lack of facilities." The facilities should be checked or inventoried prior to the cut, not at the time of the cut.

The frequent cancellations and delays caused by BellSouth in the cutover process present clear evidence that BellSouth is experiencing severe quality control problems in serving the needs of its competitor customers like ITC^DeltaCom.

I, Nanette S. Edwards, as authorized representative of ITC^DeltaCom Communications, Inc., do hereby depose and state that the foregoing Answers to the PSC Staff's First Set of Interrogatories are true and correct to the best of my knowledge and belief.

Dated this 27th day of Sept., 1999.

Nanette S. Edwards

Print Name: Nanette S. Edwards

STATE OF Alabama
COUNTY OF Madison

The foregoing instrument was acknowledged before me this 27th day of September, 1999, by Nanette S. Edwards who is personally known to me or who has produced the following Answers as identification and who did take an oath that the foregoing answers set forth to the foregoing interrogatories are true and correct to the best of his/her knowledge and belief.

Rose W. Hall

NOTARY PUBLIC
My Commission Expires: 4/23/00
(SEAL)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:	)	
	)	
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996	)	Docket No.990750-TP

ITC^DELTACOM COMMUNICATIONS, INC.'S RESPONSE TO STAFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Petitioner, ITC^DeltaCom Communications, Inc., pursuant to Rule 28-106.206, Florida Administrative Code, Rule 1.350, Fla. R. Civ. P., and the Order Establishing Procedure entered in this cause, files this response Staff's First Request for Production of Documents attached as Exhibit "A".

Respectfully submitted, this the 27 day of September, 1999.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished this 27 day of September , 1999 to the following:

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a\itc\Docs\RespondBS.wpd

REQUEST FOR PRODUCTION OF DOCUMENTS

1. For purposes of the following request, please refer to witness Rozycki's direct testimony, page 11, lines 23 - 25, and page 12, lines 1 - 2.
(a) Please provide any and all documents that support the claim that the service and support that ITC^DeltaCom receives is significantly less than that provided by BellSouth to its end-users.
(b) Please provide any and all documents that indicate that ITC^DeltaCom's services are delivered by BellSouth at slower intervals and at lower quality than that which BellSouth provides to its end-users.

Response:

Generally, ITC^DeltaCom has provided this information through its testimony of witnesses Thomas and Hyde and through the proprietary exhibits attached to their testimony.

2. For purposes of the following request, please refer to witness Rozycki's direct testimony, page 13, lines 4 – 8.
(a) Please provide any and all documents that establish that BellSouth's OSS does not work.

Response:

This information will provided as soon as possible.

(b) Please provide any and all documents that demonstrate that there is a difference in the installation intervals afforded by BellSouth to ITC^DeltaCom and those intervals afforded by BellSouth to its retail customers.

Response:

See generally, proprietary exhibits of Thomas and Hyde. *Additional information will be provided as soon as possible.*

3. For purposes of the following request, please refer to Mr. Thomas' direct testimony, page 2, lines 14 - 20. Please define and describe each of the function capabilities of EDI (as provided in the Electronic Data Interexchange (EDI) manual) in a table format.

Response:

EDI is used by ITC^DeltaCom to order several types of services. However, there are a number of limitations that are excluded from the capabilities EDI performs for the services which ITC^DeltaCom orders. The following Table summarizes the services and exclusions for ITC^DeltaCom's orders.

EXHIBIT A

Type	Exclusions
Loop	Intercept message on loop conversion requests. Hubbing Areas.
Loop w/NP (LNP and INP)	Hubbing Areas.
Resale (AS-IS)	
Resale (As Specified)	Hunting across numbers on different BTNs*.

***BellSouth has not provided ITC^DeltaCom with the necessary information to electronically order hunting across numbers on different BTNs. ITC^DeltaCom understands that BellSouth made a change to the "Rotary Grouping" page. The "Rotary Grouping" page is a screen on Bellsouth's system which ITC^DeltaCom does not have access to. Therefore, there are no technical documents or instructions provided to ITC^DeltaCom for this page. In order for ITC^DeltaCom to be able to electronically order hunting across numbers on different BTNs, ITC^DeltaCom must be provided with the technical documents or instructions on how to do this.**

Note: The function capabilities for EDI are set forth in BellSouth's Local Exchange Ordering Guidelines. These documents contain hundreds of pages of technical specifications.

4. For purposes of the following request, please refer to Mr. Hyde's direct testimony, page 4, lines 7 - 10. Please provide any and all documents that indicate BellSouth's provisioning of service(s) to ALECs is inferior.

Response:

This information will be provided as soon as possible.

5. For purposes of the following request, please refer to Mr. Hyde's direct testimony, page 4, lines 11 - 17. Please provide any and all documents that indicate that BellSouth's use of either long copper loops or outdated Universal Digital Loop Carrier (UDLC) results in the provision of inferior service.

Response:

This information will be provided as soon as possible.

6. For purposes of the following question, please refer to Mr. Hyde's direct testimony, page 6, lines 4 - 15.

(a) Please provide any and all documents that indicate that Universal Digital Loop Carrier (UDLC) adds extra analog to digital conversions, therefore degrading modem performance.

Response:

Please see ITC^DeltaCom's response to BellSouth Interrogatories numbers 92 and 93.

(b) Please provide any and all documents that show that BellSouth generally fixes such UDLC-related problems for win-back customers.

Response:

The problems defined in 6(a) above are related to those instances where BellSouth provides the end-user IDLC but provides ITC^DeltaCom UDLC when the customer moves to ITC^DeltaCom. In a winback situation, BellSouth returns the end-user to IDLC thereby removing any UDLC problems. These records are internal to BellSouth and should be provided by BellSouth.

7. Please provide any and all documents used in support of ITC^DeltaCom's response to the Public Service Commission's staff's Interrogatory No. 2.

Response:

See attached CFR references (51.701(c); 51.711(a)(3))

8. Please provide any and all documents that support the response to the Public Service Commission's staff's Interrogatory No.3.

Response:

The attached network map illustrates, to some extent, the transport problem ITC^DeltaCom faces. Consider the following example. A BellSouth customer makes a local call to an ITC^DeltaCom customer in Orlando. In this scenario, BellSouth would hand the call off to ITC^DeltaCom at ITC^DeltaCom's collocation space in Orlando. ITC^DeltaCom would then transport the call to the ITC^DeltaCom switch in Ocala, and then transport the call back to Orlando for delivery. As can be seen, the ITC^DeltaCom network is structured very differently from BellSouth's. All of BellSouth's transport would occur within or around the city of Orlando, with much shorter transport mileages than those of ITC^DeltaCom.

Realizing the vast differences in the architecture of the parties' networks, it only makes sense to base the reciprocal compensation price on a single value-of-service-based rate. (See response to Interrogatory No. 3)

9. Please provide any and all documents that support the response to the Public Service Commission's staff's interrogatory No. 4.

Response:

See Florida Order No. PSC-96-1579-FOF-TP.

10. Please provide any and all documents that support the response to the Public Service Commission's staff's Interrogatory No. 6.

Response:

The documents which support this response are the testimony and exhibits of BellSouth witness Daonne Caldwell and the FCC's First Report and Order in CC Docket no. 96-98. It is ITC^DeltaCom's understanding that the Commission Staff is already in possession of these documents.

11. Please provide any and all documents that support the response to the Public Service Commission's staff's Interrogatory No. 13(b).

Response:

This is a closed issue; however, should Staff request this information it will be provided.

12. Please provide any and all documents identified in response to the Public Service Commission's staff's Interrogatories No. 14(b) and (d).

Response:

14(b) Order No. PSC-99-0076-FOF-TP dated January 11, 1999 in Docket No. 981401 is on file with the PSC.
14(d) None exists.

13. For purposes of the following question, please refer to Mr. Rozycki's direct testimony, page 12, line 6 where the term "unreasonable delays" was used. Please provide any and all documents that demonstrate that unreasonable delays have occurred.

Response:

See proprietary exhibits of Hyde and Thomas.

14. For purposes of the following question, please refer to Mr. Thomas's direct testimony, page 3, lines 15 - 16. Please provide specific examples of how and where the absence of a nondiscriminatory access to OSS has had an adverse effect on ITC^DeltaCom's business operations.

Response:
This information will be provided as soon as possible.

§51.701 Scope of transport and termination pricing rules.

(a) The provisions of this subpart apply to reciprocal compensation for transport and termination of local telecommunications traffic between LECs and other telecommunications carriers.

(b) Local telecommunications traffic. For purposes of this subpart, local telecommunications traffic means:

(1) Telecommunications traffic between a LEC and a telecommunications carrier other than a CMRS provider that originates and terminates within a local service area established by the state commission; or

(2) Telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in 24.202(a) of this chapter.

(c) Transport. For purposes of this subpart, transport is the transmission and any necessary tandem switching of local telecommunications traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

(d) Termination. For purposes of this subpart, termination is the switching of local telecommunications traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises

(e) Reciprocal compensation. For purposes of this subpart, a reciprocal compensation arrangement between two carriers is one in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of local telecommunications traffic that originates on the network facilities of the other carrier.

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§51.711 Symmetrical reciprocal compensation.

(a) Rates for transport and termination of local telecommunications traffic shall be symmetrical, except as provided in paragraphs (b) and (c) of this section.

(1) For purposes of this subpart, symmetrical rates are rates that a carrier other than an incumbent LEC assesses upon an incumbent LEC for transport and termination of local telecommunications traffic equal to those that the incumbent LEC assesses upon the other carrier for the same services.

(2) In cases where both parties are incumbent LECs, or neither party is an incumbent LEC, a state commission shall establish the symmetrical rates for transport and termination based on the larger carrier's forward-looking costs.

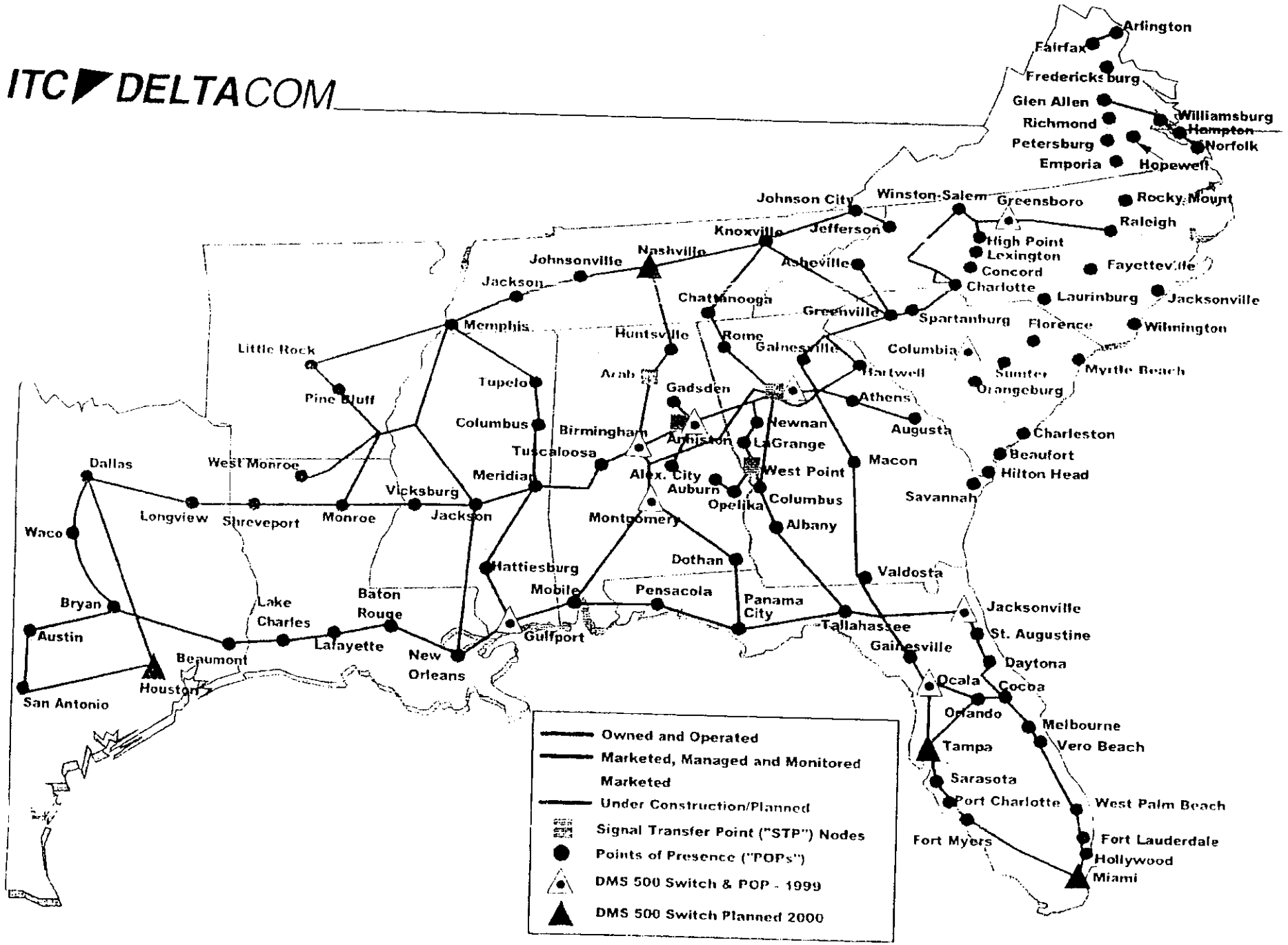
(3) Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection rate.

(b) A state commission may establish asymmetrical rates for transport and termination of local telecommunications traffic only if the carrier other than the incumbent LEC (or the smaller of two incumbent LECs) proves to the state commission on the basis of a cost study using the forward-looking economic cost based pricing methodology described in §§51.505 and 51.511, that the forward-looking costs for a network efficiently configured and operated by the carrier other than the incumbent LEC (or the smaller of two incumbent LECs), exceed the costs incurred by the incumbent LEC (or the larger incumbent LEC), and, consequently, that such that a higher rate is justified.

(c) Pending further proceedings before the Commission, a state commission shall establish the rates that licensees in the Paging and Radiotelephone Service (defined in Part 22, Subpart E of this chapter), Narrowband Personal Communications Services (defined in Part 24, Subpart D of this chapter), and Paging Operations in the Private Land Mobile Radio Services (defined in Part 90, Subpart P of this chapter) may assess upon other carriers for the transport and termination of local telecommunications traffic based on the forward-looking costs that such licensees incur in providing such services, pursuant to §§51.505 and 51.511. Such licensees' rates shall not be set based on the default proxies described in §51.707.

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ITC DELTACOM



BELLSOUTH/CLEC RATES
LOCAL INTERCONNECTION

The rates contained within this Exhibit C were negotiated as a whole within the negotiations of the terms and conditions contained within the attachment and each rate, term and condition is interdependent upon the other rates, terms and conditions within this Attachment.

		RATES BY STATE								
DESCRIPTION	**USOC**	**AL**	**FL**	**GA**	**KY**	**LA**	**MS**	**NC**	**SC**	**TN**
NRC - Disconnect Charge - 1st	UE3	NA	NA	NA	NA	NA	$126.68	NA	NA	NA
NRC - Disconnect Charge - Add'l	UE3	NA	NA	NA	NA	NA	$118.78	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UE3	NA	NA	NA	NA	NA	$84.97	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UE3	NA	NA	NA	NA	NA	$84.97	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UE3	NA	NA	NA	NA	NA	$27.08	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UE3	NA	NA	NA	NA	NA	$27.08	NA	NA	NA
Local Channel - Dedicated										
Local Channel - Dedicated - 2-Wire VG	N/A	$14.81	NA	$13.91	NA	$14.84	$17.83	NA	$16.83	NA
NRC - 1st	N/A	$484.65	NA	$362.85	NA	$347.49	$487.82	NA	$664.09	NA
NRC - Add'l	N/A	$84.44	NA	$82.40	NA	$68.75	$84.35	NA	$88.58	NA
NRC - Disconnect Charge - 1st	N/A	$77.81	NA	NA	NA	$53.88	$77.89	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$7.63	NA	NA	NA	$6.60	$8.86	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	$27.37	NA	$18.04	NA	$18.14	$25.52	NA	$43.75	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	$18.73	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$17.75	NA	NA	NA	$11.40	$16.06	NA	NA	NA
Local Channel - Dedicated - 4-Wire VG	N/A	$16.77	NA	$14.99	NA	$16.21	$19.03	NA	$18.05	NA
NRC - 1st	N/A	$602.43	NA	$388.44	NA	$362.76	$486.26	NA	$682.48	NA
NRC - Add'l	N/A	$86.68	NA	$84.05	NA	$61.33	$86.58	NA	$91.57	NA
NRC - Disconnect Charge - 1st	N/A	$78.71	NA	NA	NA	$54.36	$78.58	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$8.53	NA	NA	NA	$7.28	$8.84	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	$27.37	NA	$18.04	NA	$18.14	$25.52	NA	$43.75	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	$18.73	NA	$8.42	NA	$8.06	$11.34	NA	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$17.75	NA	NA	NA	$11.40	$16.06	NA	NA	NA
Local Channel - Dedicated - DS1	N/A	$36.52	$44.36	$38.36	NA	$43.80	$38.91	NA	$37.20	$133.81
NRC - 1st	N/A	$603.67	$246.50	$356.15	NA	$348.58	$484.83	NA	$534.61	$688.87
NRC - Add'l	N/A	$442.84	$230.40	$312.89	NA	$300.38	$435.28	NA	$482.61	$486.83
NRC - Disconnect Charge - 1st	N/A	$46.26	NA	NA	NA	$24.15	$48.86	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	$32.18	NA	NA	NA	$21.31	$33.02	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	$61.06	NA	$44.22	NA	$42.34	$58.58	NA	$87.89	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	NA	NA	NA	NA	NA	NA	NA	$3.11	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	$29.27	NA	NA	NA	$18.46	$27.41	NA	NA	NA
Local Channel - Dedicated – DS3	N/A	NA	NA	NA	NA	NA	$533.33	NA	NA	NA
NRC - 1st	N/A	NA	NA	NA	NA	NA	$626.67	NA	NA	NA
NRC - Add'l	N/A	NA	NA	NA	NA	NA	$483.71	NA	NA	NA
NRC - Disconnect Charge - 1st	N/A	NA	NA	NA	NA	NA	$42.41	NA	NA	NA
NRC - Disconnect Charge - Add'l	N/A	NA	NA	NA	NA	NA	$40.67	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	N/A	NA	NA	NA	NA	NA	$31.48	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	NA	NA	NA	NA	NA	$31.48	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	N/A	NA	NA	NA	NA	NA	$26.35	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	N/A	NA	NA	NA	NA	NA	$26.35	NA	NA	NA

NOTES:

If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.

NO. 785 P002/002
09/27/99 13:26

Florida Rates

No Explanation of how rates apply

BELLSOUTH/CLEC RATES
LOCAL INTERCONNECTION

Attachment 3
Exhibit A
Rates - Page 1

The rates contained within this Exhibit C were negotiated as a whole within the negotiations of the terms and conditions contained within the Attachment and each rate, term and condition is interdependent upon the other rates, terms and conditions within this Attachment.

DESCRIPTION	MSOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
Direct Local Interconnection, per mux (same as End Office Switching in FL & LA)		NA	$0.002	NA	NA	$0.00899	NA	NA	NA	NA
Tandem Switching, per mou	NIA	$0.00945	$0.00979	$0.0097767	$0.0010668	NA	$0.0097834	$0.0015	$0.0009843	$0.00979
Tandem Switching (assuming 8 miles of transport per mou)	NIA	NA	NA	NA	NA	$0.00430	NA	NA	NA	NA
Tandem Local Interconnection, per mou (includes end office switching element)		NA	$0.00500	NA	NA	$0.00899	NA	NA	NA	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 09/99		NA	$0.00128	NA	NA	$0.00439	NA	NA	NA	NA
Local Interconnection, per mou (applies to transit only)		NA	$0.00125	NA	NA	$0.00430	NA	NA	NA	NA
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC I shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.		BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates
Tandem Interconnect Charge, per mou*	NIA	$0.0015	NA	NA	$0.0010668	NA	NA	NA	NA	NA
(*This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	NIA	$0.00001	$0.0000012	$0.0000008	$0.0000040	$0.0000080	$0.0000091	$0.00001	$0.0000121	$0.00001
Common (Shared) Transport Facilities Termination per mou	NIA	$0.00045	$0.0005	$0.0004152	$0.0004428	$0.00047	$0.0004297	$0.00038	$0.0004872	$0.00038
Interoffice Transport - Dedicated - VG										
Interoffice Transport - Dedicated - 2-Wire VG - per mile	UEA	$0.03368	NA	$0.0222	NA	$0.0384	$0.0323	NA	$0.0373	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	UEA	$18.46	NA	$17.97	NA	$19.10	$21.35	NA	$21.42	NA
NRC - 1st	UEA	$197.11	NA	$79.81	NA	$78.39	$168.72	NA	$138.44	NA
NRC - Add'l	UEA	$48.27	NA	$30.08	NA	$34.54	$48.83	NA	$51.37	NA
NRC - Disconnect Charge - 1st	UEA	$37.16	NA	NA	NA	$28.83	$38.05	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEA	$6.88	NA	NA	NA	$6.37	$7.23	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UEA	$27.37	NA	$18.84	NA	$18.14	$25.52	NA	$38.83	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UEA	$27.37	NA	$18.84	NA	$18.14	$25.52	NA	$38.83	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UEA	$12.97	NA	NA	NA	$8.08	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UEA	$12.97	NA	NA	NA	$8.08	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56Kb KBPS										
Interoffice Transport - Dedicated - DS0 - per mile per month	UDL	$0.0336	NA	$0.0222	NA	$0.0384	$0.0323	$0.05	$0.0373	$0.08
Interoffice Transport - Dedicated - DS0 - facilities termination per month	UDL	$17.81	NA	$18.46	NA	$18.37	$24.64	$36.37	$26.71	$26.37
NRC - 1st	UDL	$197.11	NA	$79.81	NA	$78.39	$168.72	$24.81	$138.44	TBD
NRC - Add'l	UDL	$48.27	NA	$30.08	NA	$34.54	$48.83	$24.81	$51.37	TBD
NRC - Disconnect Charge - 1st	UDL	$37.16	NA	NA	NA	$28.83	$38.05	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL	$6.88	NA	NA	NA	$6.37	$7.23	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UDL	$27.37	NA	$18.84	NA	$18.14	$25.52	NA	$38.83	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UDL	$27.37	NA	$18.84	NA	$18.14	$25.52	NA	$38.83	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UDL	$12.97	NA	NA	NA	$8.08	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UDL	$12.97	NA	NA	NA	$8.08	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
Interoffice Transport - Dedicated - DS1 - per mile per month	UDL	$0.88	$0.8813	$0.4625	$0.46	$0.7851	$0.6648	$23.00	$0.7569	$0.88
Interoffice Transport - Dedicated - DS1 - facilities termination per month	UDL	$79.69	$80.79	$78.47	$88.66	$88.40	$74.46	$80.08	$84.96	$88.88
NRC - 1st	UDL	$168.15	$48.84	$147.07	$288.18	$140.98	$188.28	$108.46	$218.37	$189.48
NRC - Add'l	UDL	$148.18	$44.18	$118.78	$231.23	$108.89	$147.31	$108.46	$182.70	$148.48
NRC - Disconnect Charge - 1st	UDL	$25.44	NA	NA	NA	$20.80	$28.58	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL	$28.42	NA	NA	NA	$14.34	$21.81	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UDL	$27.37	NA	$18.84	NA	$18.14	$25.52	NA	$38.83	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UDL	$27.37	NA	$18.84	NA	$18.14	$25.52	NA	$38.83	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UDL	$12.97	NA	NA	NA	$8.08	$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UDL	$12.97	NA	NA	NA	$8.08	$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
Interoffice Transport - Dedicated - DS3 - per mile per month	UE3	NA	NA	NA	NA	NA	$15.02	$175.09	$40.09	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	UE3	NA	NA	NA	NA	NA	$744.38	$1,200.00	$908.08	NA
NRC - 1st	UE3	NA	NA	NA	NA	NA	$886.74	$87.19	$87.19	NA
NRC - Add'l	UE3	NA	NA	NA	NA	NA	$477.75	$87.19	$87.19	NA

3/1999

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:	)	
	)	
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996	)	Docket No.990750-TP

ITC^DELTACOM COMMUNICATIONS, INC.'S SUPPLEMENTAL RESPONSES TO STAFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Petitioner, ITC^DeltaCom Communications, Inc., pursuant to Rule 28-106.206, Florida Administrative Code, Rule 1.350, Fla. R. Civ. P., and the Order Establishing Procedure entered in this cause, files this supplemental response Staff's First Request for Production of Documents.

REQUEST FOR PRODUCTION OF DOCUMENTS

2. For purposes of the following request, please refer to witness Rozycki's direct testimony, page 13, lines 4 – 8.

(a) Please provide any and all documents that establish that BellSouth's OSS does not work.

Response: Attached is the confidential redacted region wide data by state showing the provisioning/ordering intervals for ITC^DeltaCom resale orders. In addition, this issue is discussed in more detail in the testimony of ITC^DeltaCom witnesses Rozycki, Thomas and Hyde.

(b) Please provide any and all documents that demonstrate that there is a difference in the installation intervals afforded by BellSouth to ITC^DeltaCom and those intervals afforded by BellSouth to its retail customers.

Response: See generally, proprietary exhibits of Thomas and Hyde. Information regarding

BellSouth's intervals for its retail customers are internal to BellSouth and should be provided by BellSouth. ITC^DeltaCom would note, however, that it is highly unlikely that BellSouth fails to meet the same proportion of its retail customer due dates as it fails to meet for ITC^DeltaCom. ITC^DeltaCom is experiencing. It is important to understand the process involved in the installation of service. First, ITC^DeltaCom submits its local service request to BellSouth that contains ITC^DeltaCom's requested due date. BellSouth receives ITC^DeltaCom's LSR and decides whether the due date requested is achievable. Based on BellSouth's internal OSS information, such as workload and facility availability information, BellSouth returns a firm order confirmation to ITC^DeltaCom that provides the due date that BellSouth is willing to commit to. Based on this commitment by BellSouth, ITC^DeltaCom makes its internal preparations and we provide our customer with a firm due date. ITC^DeltaCom must rely upon BellSouth's affirmation on the FOC that the due date will be met. If it is not, which is the case for the majority of ITC^DeltaCom's orders, ITC^DeltaCom must reschedule the cutover with its customer. This increases the installation timeframe which displeases the customer, and it causes the customer to lose confidence in ITC^DeltaCom's ability to meet its commitments. In addition, both ITC^DeltaCom and its customer lose time and money rescheduling the cutover.

4. For purposes of the following request, please refer to Mr. Hyde's direct testimony, page 4, lines 7 - 10. Please provide any and all documents that indicate BellSouth's provisioning of service(s) to ALECs is inferior.

Response: See response to Request No. 5 below.

5. For purposes of the following request, please refer to Mr. Hyde's direct testimony,

page 4, lines 11 - 17. Please provide any and all documents that indicate that BellSouth's use of either long copper loops or outdated Universal Digital Loop Carrier (UDLC) results in the provision of inferior service.

Response: See attached confidential redacted trouble report tickets.

6. For purposes of the following question, please refer to Mr. Hyde's direct testimony, page 6, lines 4 - 15.

(a) Please provide any and all documents that indicate that Universal Digital Loop Carrier (UDLC) adds extra analog to digital conversions, therefore degrading modem performance.

Response: Attached is a diagram depicting the provision of UDLC and IDLC loops. With IDLC the analog signal from the customer is converted to digital at the end of the loop feeder at the serving area interface. That digital signal is transported without change to the digital switch. The digital signal passes through the switch and is transported to its destination on digital facilities. Therefore only one analog to digital conversion occurs with the use of IDLC.

With UDLC the analog signal from the customer is also converted to digital at the end of the loop feeder at the serving area interface. However, the signal is once again converted, this time from digital to analog, at the BellSouth central office and handed off to the CLEC with an analog signal. The CLEC must then convert the signal a third time from analog to digital in order to transport the signal over digital facilities to the CLEC's digital switch.

(b) Please provide any and all documents that show that BellSouth generally fixes such UDLC-related problems for win-back customers.

Response: Referring to the attachment in (a) above, when BellSouth returns a customer to

the BellSouth switch, BellSouth will change the customer back to IDLC. When BellSouth converts the customer from UDLC to IDLC it will fix any problem associated with UDLC since the customer will no longer be served by UDLC.

11. Please provide any and all documents that support the response to the Public Service Commission's staff's Interrogatory No. 13(b).

Response: See enclosed redacted confidential report of BellSouth delays for June and July 1999.

14. For purposes of the following question, please refer to Mr. Thomas's direct testimony, page 3, lines 15 - 16. Please provide specific examples of how and where the absence of a nondiscriminatory access to OSS has had an adverse effect on ITC^DeltaCom's business operations.

Response: See attached redacted confidential response.

Respectfully submitted, this the 1 day of October, 1999.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished this 7 day of October , 1999 to the following:

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Attorney

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ITC^DELTACOM COMMUNICATIONS, INC.

ITC^DeltaCom Customer Trouble Report Tickets
Produced in Response to Staff Document Request No. 5

Before the Florida Public Service Commission
Docket No. 990750-TP
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc.
October 1, 1999

CONFIDENTIAL

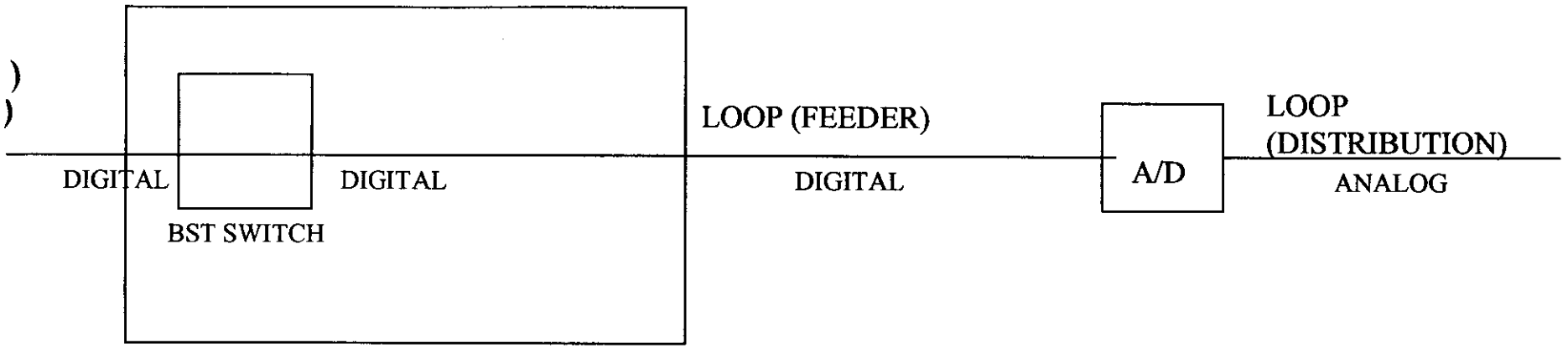
22 Redacted Pages

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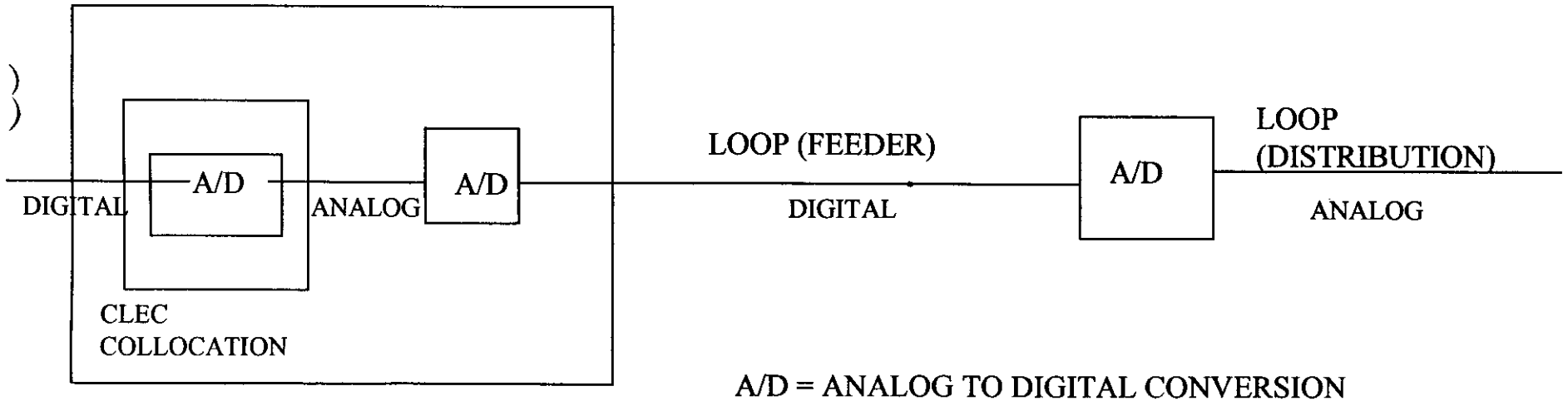
ITC Response to Staff Req No. 6

COMPARISON OF IDLC TO UDLC

IDLC



UDLC



A/D = ANALOG TO DIGITAL CONVERSION

ITC^DELTACOM COMMUNICATIONS, INC.

Region Wide Provisioning/Ordering Intervals for ITC^DeltaCom Resale Orders Produced in Response to Staff Document Request No. 2(a)

Before the Florida Public Service Commission
Docket No. 990750-TP
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc.
October 1, 1999

CONFIDENTIAL

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Alabama (State)
January – June 1999 (Reporting Period)
July 29, 1999 (Date of Report)

CATEGORY	TOTAL	EDI	FACSIMILE

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Florida (State)
January – June 1999 (Reporting Period)
August 5, 1999 (Date of Report)

CATEGORY	TOTAL	EDI	FACSIMILE

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Georgia (State)
January – June 1999 (Reporting Period)
August 5, 1999 (Date of Report)

CATEGORY	TOTAL	EDI	FACSIMILE

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Louisiana (State)
January – June 1999 (Reporting Period)
August 5, 1999 (Date of Report)

CATEGORY	TOTAL	EDI	FACSIMILE

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Mississippi (State)
January – June 1999 (Reporting Period)
August 5, 1999 (Date of Report)

CATEGORY	TOTAL	EDI	FACSIMILE

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North Carolina (State)
January – June 1999 (Reporting Period)
July 23, 1999 (Date of Report)

CATEGORY	TOTAL	EDI	FACSIMILE

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South Carolina (State)
January – June 1999 (Reporting Period)
August 5, 1999 (Date of Report)

CATEGORY	TOTAL	EDI	FACSIMILE

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ITC^DELTACOM COMMUNICATIONS, INC.

BellSouth Delays for June and July 1999
Produced in Response to Staff Document Request No. 11

Before the Florida Public Service Commission
Docket No. 990750-TP
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc.
October 1, 1999

CONFIDENTIAL

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REPORT - JUNE			
Date	Orders Scheduled	BellSouth Delays	Remarks
6/1/99	10	1	
			NO FOC REC'D. FROM BELL/RESCH. 6/7/99
Date	Orders Scheduled	BellSouth Delays	Remarks
6/2/99	9	0	
Date	Orders Scheduled	BellSouth Delays	Remarks
6/3/99	7	2	
			RESCH/NO FOC ON T1 FROM BELL
			RESCH/PF STATUS AT BELL
Date	Orders Scheduled	BellSouth Delays	Remarks
6/4/99	8	1	
			RESCH/ORDER STILL BEING ENGINEERED BY BELL
Date	Orders Scheduled	BellSouth Delays	Remarks
6/7/99	9	1	

	[redacted]	Commercial Plastics and Supply LNP1095	RESCH.6/10//HAS TO BE RE-ENGINEERED.
Date	[redacted]	**BellSouth Delays**	**Remarks**
6/8/99		2	
		[redacted]	RESCH//XCONN NOT WIRED AT BELL
		[redacted]	RESCH/TO 6/11/ORIG PON CNCLED PER BELL.
Date	[redacted]	**BellSouth Delays**	**Remarks**
6/9/99		1	
		[redacted]	RESCH TO 6/15-COULDN'T GET ONE LINE OUT OF PLO.
Date	[redacted]	**BellSouth Delays**	**Remarks**
6/10/99		2	
		[redacted]	RESCH/ENGINEERED WRONG
		[redacted]	RESCH/NO CROSS BOX TECH AVAILABLE TO DO CUT.

Date	Orders Scheduled	BellSouth Delays	Remarks
6/11/99	2	0	
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
6/14/99	3	2	
		[redacted]	RESCH./ IN PF STATUS AT BELL/ WILL LET US KNOW WHEN READY.
		[redacted]	RESCH/ 4TH TIME / STILL NOT ENGINEERED RIGHT AT BELL.
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
6/15/99	1	0	
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
6/16/99	1	0	
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
6/17/99	1	1	
		[redacted]	RESCH//IN PF STATUS AT BELL

Date	Orders Scheduled	BellSouth Delays	Remarks
6/18/99	[redacted]		
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
6/21/99	[redacted]	1	
	[redacted]	[redacted]	RESCH//PF AT BELL
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
6/22/99	[redacted]	0	
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
6/23/99	[redacted]	2	
	[redacted]	[redacted]	RESCH. 6/28//ENGINEERING PROB. AT BELL
	[redacted]	[redacted]	RESCH/LCSC LATE GETTING ORDER TO UNE CENTER AT BELL.
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
6/24/99	[redacted]	1	

	[redacted]	Bell and Company RTF0003U	RESCH/BELL COULDN'T GIVE FOC THIS DAY/ FOC FOR 7/6
Date	Orders Scheduled	**BellSouth Delays**	**Remarks**
6/25/99			
Date	Orders Scheduled	**BellSouth Delays**	**Remarks**
6/28/99		2	
		[redacted]	RESCH/ 3 OUT OF 6 LINES NEED REENGINEERING/ PLACED IN PF
		[redacted]	RESCH/NO FOC FROM BELL
Date	Orders Scheduled	**BellSouth Delays**	**Remarks**
6/29/99		3	
		[redacted]	RESCH/BELL HAVING PROBLEMS WITH EDI ORDER TRACKING
		[redacted]	RESCH/BELL HAVING PROBLEMS WITH EDI ORDER TRACKING
		[redacted]	RESCH/ONE DEAD LINE AT BELL DUE TO ROAD WORK OUTSIDE BUILDING
Date	Orders Scheduled	**BellSouth Delays**	**Remarks**
6/30/99		6	
		[redacted]	RESCH-7/7/99 PER PROV/BEEN IN PF AT BELL

	[redacted]	[redacted]	MA BELL/LCSC SENT ORDER WRNG//CANC/WILL HAVE TO BE REWORKED AS LNP
		[redacted]	RESCH/MA BELL//NO TECHS/WEATHER PROB.
		[redacted]4	RESCH-7/6/99PER PROV./PF AT BELL
		[redacted]	RESCH/WIRING PROB./MA BELL
		[redacted]	RESCH/BELL HAD 2 BAD SLOTS//NO PLACE TO RUN 2 LINES

Date	[redacted] Scheduled	BellSouth Delays	Remarks
7/1/99	[redacted]	3	
		[redacted]	RESCH/NOBELL TECH/BAD WEATHER
		[redacted]	RESCH/NO BELL TECHS/BAD WEATHER
		[redacted]	RESCH/IN PF AT BELL

Date	[redacted] Scheduled	BellSouth Delays	Remarks
7/2/99	[redacted]		

Date	[redacted] Scheduled	BellSouth Delays	Remarks
7/6/99		2	
		[redacted]	MA/ DUE TO BELLSOUTH//4TH LINE HAD TO BE RE-ENGINEERED.
		[redacted]	PF AT BELL

Date	[redacted] Scheduled	BellSouth Delays	Remarks
7/7/99	[redacted]	3	
		[redacted]	RESCH//ONE LINE PLO//BELL ISSUE//GRAYSON YELTSON VFY'D. , IN COMMON ROOM, THAT THEY DID HAVE DIALTONE FROM DELTACOM.

	[redacted]	MONIQUE WALKER AGENT FOR STATE FARM LNP1195	MA BELL//NOT ENGINEERED
		[redacted]	RESCH//BELL COULDN'T GET INTO PHONE CLOSET
Date	[redacted]	**BellSouth Delays**	**Remarks**
7/8/1999		3	
		[redacted]	RECHEDULE/MA BELL//STILL IN ENG.
		[redacted]	RESCHEDULE\MA BELL//STILL IN ENG.
		[redacted]	Order not engineered
Date	[redacted]	**BellSouth Delays**	**Remarks**
7/9/99			
Date	[redacted]	**BellSouth Delays**	**Remarks**
7/12/99		1	

	[redacted]	[redacted]	RESCH/BELL NOT READY TO TEST T1
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
7/13/99	[redacted]	4	
	[redacted]	[redacted]	IN PF at BELL
	[redacted]	[redacted]	RESCH 7/15/99//BELL UPDATING ENGINEERING
	[redacted]	[redacted]	RESCH 7/22/99//PF AT BELL
	[redacted]	[redacted]	RESCH//NO C.O. TECH
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
7/14/99	[redacted]	1	
	[redacted]	[redacted]	PENDING FACILITIES
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**

7/15/99	[redacted]	1	
		[redacted]	In PF Status @ Bell
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
7/16/99	[redacted]		
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
7/19/99	[redacted]	1	
		[redacted]	RESCH/7/20/99/BELL/ NO ACCESS TO BLDG.
			MA DELTACOM/RESCH//CUST. DOESN'T HAVE ALL EQUIP. NEEDED FOR T1
			MA DELTACOM/PROV/////REWORK ORDER TO EXTEND BEYOND DMARK TO PBX
		10%	
Date	**Orders Scheduled**	**BellSouth Delays**	**Remarks**
7/20/99	[redacted]	3	
		[redacted]	RESCH/PF AT BELL

7/15/99	[redacted]	1	
		[redacted]	In PF Status @ Bell
Date	**Circuits Scheduled**	**BellSouth Delays**	**Remarks**
7/16/99			
Date	**Circuits Scheduled**	**BellSouth Delays**	**Remarks**
7/19/99		1	
		[redacted]	RESCH/7/20/99/BELL/ NO ACCESS TO BLDG.
			MA DELTACOM/RESCH//CUST. DOESN'T HAVE ALL EQUIP. NEEDED FOR T1
			///REWORK 'OND DMARK
		10%	
Date	**Circuits Scheduled**	**BellSouth Delays**	
7/20/99		3	
		[redacted]	RESCH/PF AT BELL

		[redacted]	MA BELL/STILL NO ACCESS TO PHONE ROOM
		[redacted]	RESCHEDULE/MA-BELL/NO CROSS BOX TECH
Date		**BellSouth Delays**	**Remarks**
7/21/99		1	
		[redacted]	Cut is in Pf status until Monday
Date		**BellSouth Delays**	**Remarks**
7/22/99		1	
		[redacted]	MA BELL ESCALATING WILL CALL TECH TOMORROW (ERIC)

Date	[redacted] Scheduled	BellSouth Delays	Remarks
7/23/99	[redacted]		
Date	**[redacted] Scheduled**	**BellSouth Delays**	**Remarks**
7/26/99		2	
		[redacted]	MA/BELL /NO C O TECH ASGND.
		[redacted]	RESCH/MA BELL/IN FAO/CONFLICT IN TIME SCHD'LD.
			MA/DELTACOM/ON SITE REC'D ORDER LATE.
		14%	
Date	**[redacted] Scheduled**	**BellSouth Delays**	**Remarks**
7/27/99		1	
		[redacted]	RESCH/8-4/BELL HAD SCH. WRNG TIME/7PM INSTEAD OF AM

Date	[redacted] Scheduled	BellSouth Delays	Remarks
7/28/99	[redacted]	0	
Date	[redacted] Scheduled	BellSouth Delays	Remarks
7/29/99		2	
		[redacted]	MA/BELL TECH HAD A FAMILY EMERGENCY
		[redacted]	RESCH/MA BELL/CIRCUIT DESIGN NOT COMPL
Date	[redacted] Scheduled	BellSouth Delays	Remarks
7/30/99			

ITC^DELTACOM COMMUNICATIONS, INC.

Text Response to Staff Document Request No. 14

Before the Florida Public Service Commission
Docket No. 990750-TP
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc.
October 1, 1999

CONFIDENTIAL

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ITC^DeltaCom Response to Staff Document Request No. 14

Redacted Version

14. For purposes of the following question, please refer to Mr. Thomas's direct testimony, page 3, lines 15 - 16. Please provide specific examples of how and where the absence of a nondiscriminatory access to OSS has had an adverse effect on ITC^DeltaCom's business operations.

Response:

The absence of nondiscriminatory access to operations support systems has had severe effects on ITC^DeltaCom's business operations. For instance, the shear amount of manual intervention alone puts ITC^DeltaCom at a competitive disadvantage. First, as discussed in response to Interrogatory No. 8 above, the lack of an integrated pre-ordering and ordering interface requires additional time for ITC^DeltaCom's orders to be processed. In addition, a high percentage of ITC^DeltaCom's orders fallout for manual handling by BellSouth. The additional time it takes BellSouth to manually handle ITC^DeltaCom's orders, and the potential for errors by BellSouth's employees, puts ITC^DeltaCom at a competitive disadvantage. ITC^DeltaCom is dependent upon BellSouth to manually rekey our orders such that no mistakes are made. If BellSouth were to make a mistake, the customer would blame ITC^DeltaCom for providing it with either the wrong service or services that it did not order. Thus, due to the amount of manual intervention, ITC^DeltaCom cannot provide its customers with the same timely customer experience of switching service providers that BellSouth can. A closer look demonstrates this problem. For example, Confidential Exhibit MT-2 illustrates the performance

ITC^DeltaCom has received during the first six months of 1999 for resale customers only. Resale should be the easiest, fastest market entry strategy for ALECs. ITC^DeltaCom's experience demonstrates that BellSouth's operations support systems simply do not provide nondiscriminatory access. Almost xxxx of ITC^DeltaCom's Florida resale orders took more than five days to be completed. For only xxx of the resale orders did ITC^DeltaCom receive a firm order confirmation (FOC) within 48 hours. This means that for xxx of our resale customers, ITC^DeltaCom could not confirm a due date with the customer within two days. BellSouth, however, can provide its customers with an accurate due date while the customer is on-line. This discrepancy, for even the simplest of customers, makes the process of winning new customers a challenge and explains why ITC^DeltaCom has lost customers that have attempted to switch to ITC^DeltaCom. Further, BellSouth has failed to meet the firm order due date stated on the FOC returned to ITC^DeltaCom for xxx of all ITC^DeltaCom resale orders. With such unreliable, poor performance, ITC^DeltaCom cannot accurately inform its customers of the date when its service will be installed, nor can ITC^DeltaCom meet its due date for the xxxxxxxx of ITC^DeltaCom's customers. By missing the due date, ITC^DeltaCom's customers lose confidence in ITC^DeltaCom even though the problem is attributable to BellSouth. This severely jeopardizes ITC^DeltaCom's ability to compete in the local exchange market. Another example of where BellSouth's OSS has had adverse effects on ITC^DeltaCom's business operations is by not providing advanced notice of business rule changes. Since BellSouth controls the business rules, ITC^DeltaCom is dependent upon BellSouth to notify it of any changes in a timely manner. Without such notification, ITC^DeltaCom does not know that changes need to be made to prevent orders from being rejected or clarified. When business rules change without notification, ITC^DeltaCom's ordering ability is jeopardized. Contained in Mike

Thomas' testimony are examples of where BellSouth's failure to communicate business rule changes have had adverse effects on ITC^DeltaCom's business operations. BellSouth's operations support systems, which, as defined by the FCC, include "the information, systems, and personnel necessary to support the elements and services," simply do not provide ITC^DeltaCom with equivalent service. (See FCC Order No. 98-271, page 9) As a result, ITC^DeltaCom is not able to compete with BellSouth on an equal footing. In order to identify and correct the deficiencies in the operations support systems, ITC^DeltaCom has developed a set of performance measures and guarantees that are critical to ensuring that BellSouth comply with its non-discriminatory obligations required by the Telecommunications Act of 1996.

The following summaries provide a sampling of specific customer examples that are representative of situations which have had an adverse effect on ITC^DeltaCom's business operations. These customer experiences reflect the day-to-day hurdles that ITC^DeltaCom struggles to overcome to provide quality service to its customers.

In June of 1998, xxxxxxxxxxxxxx had dual service with ITC^DeltaCom, but decided to drop its service at its new location until it was closer to time to move in. Therefore, ITC^DeltaCom submitted an order to BellSouth to discontinue service at xxxxxxxxxxxxxx new location, but to continue service at its old location. Instead, BellSouth discontinued service at both locations. In fact, BellSouth discontinued this customer's service four times. This situation was not resolved until direct involvement from the President's office at BellSouth's Headquarters, who later contacted the customer to inform him that this problem was BellSouth's fault. Situations such as this one where customers experience service outages have a significant impact on their business and cannot be tolerated.

On January 25, 1999, ITC^DeltaCom received a call from xxxxxxxxx, a customer that

was scheduled to be cutover to ITC^DeltaCom on February 3, 1999. However, on January 25, 1999, BellSouth disconnected the customer's service. The customer contacted BellSouth and reported that their service was "dead." BellSouth informed the customer that a "D" (i.e. a disconnect order) order was worked on their service. The customer informed BellSouth that he was changing providers, but not until February 3, 1999. Per the customer, the BellSouth customer service representative laughed at the customer and wished him luck getting dialtone. At this point, xxxxxxxxx contacted ITC^DeltaCom for help. ITC^DeltaCom worked through the UNE Center and the LCSC to find out what was happening. ITC^DeltaCom received different stories from each center. The LCSC stated that an order was processed, but the UNE Center indicated that the orders were pending. Further, the UNE Center requested that ITC^DeltaCom refer the customer back to BellSouth, since the customer was still a BellSouth customer. ITC^DeltaCom referred the customer back to BellSouth, and the customer's service was returned around 10:00a.m. the next day. Nevertheless, the customer was out of service for 24 hours due to BellSouth disconnecting the customer's service prematurely. This customer is still a BellSouth customer.

On May 3, 1999, ITC^DeltaCom submitted a resale order to BellSouth for xxxxxxx. On May 5, 1999, ITC^DeltaCom received a firm order confirmation from BellSouth with a due date of May 28, 1999. ITC^DeltaCom immediately requested an expedite on this order, and was given a new due date of May 24, 1999. Neither the customer nor ITC^DeltaCom were pleased that it would take BellSouth 19 days to convert xxxxxxx service to ITC^DeltaCom. In fact, the customer was so upset the customer filed a complaint with the Florida Public Service Commission. In no circumstance should a resale customer of ITC^DeltaCom be denied having its service switched for such a long period of time. ITC^DeltaCom, in this case, was reselling

BellSouth's service and other than requesting an expedite could do little more. By not being able to immediately provide a firm due date to a customer, ITC^DeltaCom is severely disadvantaged in competing with BellSouth. In addition, it certainly does not foster positive customer relations or give a new customer switching to ITC^DeltaCom much confidence in ITC^DeltaCom's ability to provide quality telecommunications service when such a damaging situation is the first experience the customer has with its new provider. This problem is documented with the Florida Public Service Commission, Division of Consumer Affairs under xxxxxxxxxxxxxxx.

On May 5, 1999, ITC^DeltaCom had a cutover scheduled with BellSouth at 4pm for xxxxxxx. At 4:00pm, the time of the cutover, ITC^DeltaCom was contacted by a BellSouth UNE technician and he said there was something wrong with the programming of the lines. He was not sure whose end it was on. At 4:15pm ITC^DeltaCom contacted BellSouth and explained that these lines go across a T-1 to BellSouth and that any problems would be on BellSouth's end due to the fact that there are other lines going across this T-1 and all lines are programmed the same. At 4:20pm, the BellSouth UNE technician admitted that BellSouth had engineered the lines wrong. The lines skipped the D-4, which converts FX into POTS (types of signaling), and went straight to the DACS. The BellSouth technician stated that it would take a full day for BellSouth to reengineer these lines. At this point, ITC^DeltaCom's technician escalated this situation to the 2nd level supervisor and ITC^DeltaCom had BellSouth pull all the orders so that this customer would not be disconnected. At 3:49pm on May 6, 1999, ITC^DeltaCom's technician received information from the BellSouth UNE technician that this circuit was completely reengineered. However, the UNE technician did not know if there were cards for the circuits in the C.O. The technician informed ITC^DeltaCom that if there were no circuits in the C.O. he was going to have some shipped overnight. The technician, however, did not give

ITC^DeltaCom any type of time frame. At 3:57 pm on May 6, 1999, ITC^DeltaCom placed a call to the Operation Director at BellSouth, and left a voice mail message for him to contact ITC^DeltaCom as soon as possible. At 5:16pm on May 6, 1999, ITC^DeltaCom was contacted by the BellSouth UNE technician and was informed that the cards were being shipped overnight. He also said that the CO technician was going to wire in the lines there tonight so they would be ready to go the next day. The only drawback according to the BellSouth UNE technician was that he had to have the cards put in the switch and then he had to test each circuit. He also stated that an outside ("OS") technician was needed to test the lines again. The BellSouth UNE technician stated there would be a problem getting an OS technician due to the time it takes for the request to process. In fact, the BellSouth UNE technician informed ITC^DeltaCom that he could not do anything that night to get an OS technician scheduled for the next day, but would attempt to first thing on May 7, 1999. Nevertheless, he was not positive and could not guarantee an OS technician for the next day. At 10am on May 7, 1999, ITC^DeltaCom tried to contact the BellSouth UNE technician and got his voice mail. ITC^DeltaCom contacted the customer to see if he wanted the cutover to happen today. The customer stated that he was not going to be there tonight and said any day next week would be good. ITC^DeltaCom contacted the BellSouth UNE technician and scheduled the cutover for May 11, 1999 at 5pm EST. At 10:50am on May 11, 1999, ITC^DeltaCom contacted the BellSouth UNE tech to inform him that 2 of the 4 lines that were to be cut today were in Permanent Lock Out ("PLO"). He said he has 4 trouble tickets in on them and stated he had spent 6 hours working on them the day before. He also said he could not guarantee that this cut would take place as scheduled. At 12:20pm on May 11, 1999, the BellSouth UNE technician contacted ITC^DeltaCom and said he had the problem with the 2 lines in PLO fixed. As ITC^DeltaCom checked the lines, the ITC^DeltaCom technician noticed

that both were working but another line had gone into PLO. ITC^DeltaCom informed the BellSouth UNE technician and he put in a ticket for an OS technician to go check the SLC to make sure there was a card in it. The BellSouth technician said the problem should be fixed by the time of the cut. On May 11, 1999, this cut started at 4:00pm and was completed at 6:00pm. Due to the numerous BellSouth engineering problems, this cut had to be rescheduled several times. This inconveniences the customer, and adds significant time and costs to ITC^DeltaCom's business operations. In addition, many customers will not tolerate the inconvenience of rescheduling cutovers, as they correctly believe that the transition between service providers should be smooth and timely.

As shown above, ITC^DeltaCom has experienced business losses due to BellSouth's failure to provide nondiscriminatory access to its operations support systems.

BEFORE THE

FLORIDA PUBLIC SERVICE COMMISSION

In Re:	)	
Petition for Arbitration of	)	
ITC^DeltaCom Communications, Inc.	)	**Docket No. 990750-TP**
With BellSouth Telecommunications, Inc.)		
Pursuant to the Telecommunications	)	
Act of 1996	)	

ITC^DELTACOM COMMUNICATIONS, INC. d/b/a ITC^DELTACOM'S RESPONSES AND OBJECTIONS TO STAFF'S SECOND SET OF INTERROGATORIES (NOS. 15--30)

COMES NOW, ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom ("ITC^DeltaCom"), pursuant to the Rules of the Florida Public Service Commission and hereby files its Responses to Staff's Second Set of Interrogatories (Nos. 15-30) as follows:

Interrogatory No. 15: In ITC^DeltaCom's prior agreement with BellSouth, did ITC^DeltaCom pay reciprocal compensation to BellSouth for all calls routed over local trunks, including calls to Internet Service Providers (ISPs)? If your response is affirmative, what was the rate? If your response is negative, what was the agreement for compensation for all calls routed over local trunks?

Response: ITC^DeltaCom has paid the bills presented by BellSouth for reciprocal compensation. ITC^DeltaCom has not investigated whether those bills did or did not include ISP minutes. There have been instances where BellSouth has billed local at switched access rates and ITC^DeltaCom has brought that to BellSouth's attention and disputed those charges. It wasn't until the end of 1998 that ITC^DeltaCom received bills from BellSouth that appears to zero-rate calls to ISPs.

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FPSC-RECORDS/REPORTING

Interrogatory No. 16: In ITC^DeltaCom's prior agreement with BellSouth, did BellSouth pay reciprocal compensation to ITC^DeltaCom for all calls routed over local trunks, including calls to Internet Service Providers (ISPs)? If your response is affirmative, what was the rate? If your response is negative, what was the agreement for compensation for all calls routed over local trunks?

Response: No. BellSouth has disputed reciprocal compensation payments for ISP calls. BellSouth appears to have arbitrarily assigned 90% of the traffic to ISP and only pays 10% of the bill.

Interrogatory No. 17: With regard to reciprocal compensation, are ITC^DeltaCom and BellSouth currently operating under the terms of their prior agreement? If your response is negative, please explain how reciprocal compensation is currently being handled by ITC^DeltaCom and BellSouth.

Response: The terms of reciprocal compensation in the parties' current interconnection agreement are in dispute. Thus far, ITC^DeltaCom has filed complaints in Alabama and South Carolina.

Interrogatory No. 18: For the purpose of responding to these requests, please refer to the issues listed in Appendix "A" attached to Order No. PSC-99-1589-PCO-TP.

(a) What is the definition of the term "extended loop", as used in Issue 8(a)?

Response: The extended loop that ITC^DeltaCom obtains from BellSouth consists of a UNE loop combined with a UNE cross-connect and then connected to a multiplexer and dedicated transport obtained from the BellSouth FCC Tariff # 1. Although ITC^DeltaCom opted to use the access dedicated transport, and BellSouth initially concurred by providing more than 2500 loops in this manner, ITC^DeltaCom believes that the transport could also be provided using UNE transport if the CLEC does not require the higher grade of service provided by access.

(b) Does ITC^DeltaCom propose rates for extended loops or the loop/port combination? If your response is affirmative, what are ITC^DeltaCom's proposed rates? If your response is negative, please explain why.

Response: ITC^DeltaCom is not proposing permanent rates for extended loops in this arbitration, but is asking that the Commission adopt interim rates subject to true-up. The interim rates should reflect the adjustments described in the rebuttal testimony of Mr. Hyde (for nonrecurring rates) and Mr. Wood (for recurring rates). Until BellSouth produces a cost study for a loop/port combination or a loop/transport combination (i.e. extended loop) that (1) applies the FCC's reinstated pricing rules and (2) properly reflects the cost savings of providing these elements without physically separating them, the sum of the existing rates (subject to the adjustments described by Mr. Hyde and Mr. Wood) should be applied on an interim basis.

Interrogatory No. 19: For the purpose of responding to this request, please refer to witness Wood's direct testimony, page 25, lines 7-9. If "BellSouth's cost model used to develop recurring loop rates cannot be used to produce results that comply with the FCC's TELRIC standard", then what are ITC^DeltaCom's proposed recurring loop rates?

Response: ITC^DeltaCom is not proposing permanent rates for loops in this arbitration, but is asking that the Commission adopt interim rates subject to true-up. The interim rates should reflect the adjustments described in the rebuttal testimony of Mr. Wood for recurring rates.

Interrogatory No. 20: For the purpose of responding to this request, please refer to witness Wood's direct testimony, page 25, lines 9-13. Is witness Wood referring to his Rebuttal Testimony (filed on September 13, 1999) when he states that he "will supplement my testimony when I have had the opportunity to complete my analysis"? If your response is negative, please explain when and how will he supplement his testimony?

Response: Yes.

Interrogatory No. 21: For the purpose of responding to this request, please refer to witness Wood's Rebuttal Testimony, (e.g., page 12, lines 10-11; page 13, lines 21-23; page 16, lines 11-19; and page 21, line 5) where witness Wood refers to "Dr. Taylor's testimony".
There was no direct testimony filed by "Dr. Taylor" in this docket. Is witness Wood referring to the Rebuttal Testimony filed on September 13, 1999 by William E. Taylor, Ph.D., on behalf of BellSouth? Please explain.

Response: Yes. The arguments attributed to Dr. Taylor in Mr. Wood's rebuttal testimony have been presented by BellSouth as a part of its direct case in other arbitrations with ITC^DeltaCom.

Interrogatory No. 22: For the purpose of this request, please refer to witness Wood's Rebuttal Testimony, page 4, lines 9-20. Please identify, by issue number (as numbered in Order Establishing Procedure No. PSC-99-1589-PCO-TP, Attachment "A"), each FPSC decision in Dockets Nos. 960757-TP, 960833-TP, and 960846-TP, that witness Wood believes "must be updated to reflect the resolution of the outstanding disputes by the federal courts", and each issue "for which the Commission elected not to reach a decision pending the resolution of the outstanding disputes by the federal courts...".

Response: It is Mr. Wood's belief that the Commission must update its findings regarding the rates to be charged by BellSouth for UNEs (including OSS) and for combinations of those UNEs.

Interrogatory No. 23: For the purpose of this request, please refer to witness Wood's Rebuttal Testimony, page 8, lines 12-14. Please identify each input, assumption, or methodology in BellSouth's cost studies "that must be updated in order to comply with the FCC

[pricing] rules now in effect", and explain how each does not currently comply with the FCC's pricing rules.

Response: Mr. Wood and ITC^DeltaCom have not identified each input and assumption in BellSouth's cost study that must be updated in order to generate results that comply with the FCC's pricing rules. It is Mr. Wood's belief that changes to inputs and assumptions will be insufficient to develop compliant results, because the BellSouth model is based on -- as fundamental and unalterable assumptions -- characteristics of BellSouth's embedded network. By doing so, it violates §51.505 (b)(1) and (d)(1). Because the BellSouth loop cost model can only develop costs as a simple statewide average, it also violates §51.507 (f).

Interrogatory No. 24: For the purpose of this request, please refer to witness Wood's Rebuttal Testimony, page 9, lines 7-9, where he states that "certain inputs and assumptions" can be changed so that UNE prices "will more closely approximate what the law requires". Witness Wood then provides two examples.

a) Why do BellSouth's fill factors, which are "based . . . on historic experience", not "approximate what the law requires"? (See page 9, lines 9-11)

Response: BellSouth's fill factors violate §51.505 (b)(1) and (d)(1).

b) Why does the use of UDLC instead of IDLC not "approximate what the law requires?" (See page 9, lines 11-19, and page 10, lines 1-4)

Response:BellSouth's use of UDLC violates §51.505 (b)(1).

Interrogatory No. 25: For the purpose of this request, please refer to witness Wood's Rebuttal Testimony, page 10, lines 14-16. Please identify each "adjustment to inputs" that must be made, other than fill factors and UDLC/IDLC, in order for costs to "comply with the FCC pricing rules".

Response: Mr. Wood and ITC^DeltaCom have not identified each input and assumption in BellSouth's cost studies that must be updated in order to generate results that comply with the FCC's pricing rules. It is Mr. Wood's belief that changes to inputs and assumptions will be insufficient to develop compliant results. In the interest of developing interim rates that will more closely approximate compliant rates while they are in effect, Mr. Wood has proposed adjustments to BellSouth's assumptions regarding fill factors and the use of UDLC/IDLC.

Interrogatory No. 26: For the purpose of this request, please refer to witness Wood's Rebuttal Testimony, page 24, lines 9-16. Please identify, by name, an example of "an efficient carrier on a forward looking basis, if such a carrier were unconstrained by BellSouth's past and current operations".

Response: By definition, it is impossible to identify the costs of a carrier serving BellSouth's existing operating territory yet "unconstrained by BellSouth's past and current operations", because BellSouth's embedded costs are so constrained. The objective when developing UNE rates (both recurring and nonrecurring) is to estimate the costs that would be incurred if BellSouth had operated subject to the constraints of a competitive marketplace rather than the constraints imposed by a regulator.

Interrogatory No. 27: In the Rebuttal Testimony of witness Hyde (p.27, lines 1-4) he states: "ITC^DeltaCom has agreed to delete sections 9.10 and 9.17 in recent negotiations with BellSouth. With certain modifications as discussed by the parties on July 14, 1999, ITC^DeltaCom believes section 9.9 may be closed". Please explain this statement.

Response: During negotiations, on July 1999, ITC^DeltaCom reiterated that it was not a member of NECA and was not required by MECAB/MECOB to join. The parties discussed modifying section 9.9 to state that "The billing percentages shall be calculated by the Parties

according to one of the methodologies specified for such purposes in the MECAB document and, if applicable, filed by the Parties in the National Exchange Association ("NECA") FCC Tariff No. 4." During the August negotiations, BellSouth came back and stated that if ITC^DeltaCom does not file, BellSouth would impose a default of 95% BellSouth, 5% ITC^DeltaCom in NECA.

Interrogatory No. 28: For the purposes of the following requests, please refer to the Rebuttal Testimony of witness Hyde, page 27, lines 7-11.

(a) Explain what an "assumed percentage" or "default percentage" is as it pertains to Meet Point Billing procedures.

(b) Why does ITC^DeltaCom believe that this percentage should be 100% for ITC^DeltaCom and 0% for BellSouth?

Response: It is not justifiable to change the methods/procedures that are in place. ITC^DeltaCom doesn't currently have Meet Point Billing with BellSouth, as 100% of facilities are leased or owned by ITC^DeltaCom. ITC^DeltaCom has operated for the past two (2) years without Meet Point Billing.

Interrogatory No. 29: Please provide a list of all unbundled network element (UNE) combinations that BellSouth provided to ITC^DeltaCom under their existing agreement. For each UNE combination listed, indicate whether the UNEs were already combined in the network (preexisting combinations) or if BellSouth had to combine these UNEs.

Response: All UNE loops obtained from BellSouth are provided by BellSouth in a combined format. BellSouth refuses to allow CLECs to connect to loop UNEs on BellSouth's Main Distribution Frame (MDF) and therefore anytime a CLEC uses a BellSouth loop UNE, it **MUST** be combined by BellSouth with at least a cross-connect UNE. This is true whether ITC^DeltaCom uses the cross-connect to connect to a collocation space or to connect to BellSouth's access dedicated

transport. Since all existing cross-connects are used to connect the MDF to the BellSouth switch (IDLC does not have voice grade cross-connects), all cross-connects to collocation space or dedicated transport must be provided new. Therefore, BellSouth has to combine ALL loop UNEs provided.

Interrogatory No. 30: For the purpose of this response, please refer to witness Rozycki's Rebuttal Testimony, page 26, line 8, where he stated that ITC^DeltaCom simply wants specific contract language in the parties' Interconnection Agreement. Please provide the specific contract language that should be included in the agreement that meets the concerns of witness Rozycki's concern.

Response: This statement made by witness Rozycki was intended to be a generic statement, albeit an important one. ITC^DeltaCom believes that the parties' interconnection agreement should have specific language that clearly sets forth the parties obligations. ITC^DeltaCom's proposed language is fully set forth in Exhibit A to ITC^DeltaCom's Petition for Arbitration.

Respectfully submitted, this 19 day of October, 1999.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished this 19 day of October , 1999 to the following:

Diana Caldwell
Staff Counsel
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(hand delivery)

R. Douglas Lackey
Thomas B. Alexander
E. Earl Edenfield, Jr.
BellSouth Telecommunications, Inc.
Suite 4300, BellSouth Center
675 W. Peachtree Street, N.E.
Atlanta, Georgia 30375
(overnight delivery)

Nancy B. White
Michael P. Goggin
BellSouth Telecommunications, Inc.
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301
(hand delivery)

Attorney

\\Nt1\wp\andy berton\ITC\Rogs\respto2ndrogs

I, Brian Musselwhite, as authorized representative of ITC^DeltaCom Communications, Inc., do hereby depose and state that the answers set forth to the foregoing interrogatories are true and correct to the best of my knowledge and belief.

Dated this 19 day of October, 1999.

Print Name: Brian Musselwhite

STATE OF Alabama
COUNTY OF Madison

The foregoing instrument was acknowledged before me this 19th day of October, 1999, by Brian Musselwhite who is personally known to me or who has produced the following — as identification and who did take an oath that the foregoing answers set forth to the foregoing interrogatories are true and correct to the best of his/her knowledge and belief.

NOTARY PUBLIC
My Commission Expires: 04-23-00

(SEAL)

BEFORE THE

FLORIDA PUBLIC SERVICE COMMISSION

In Re:	)	
Petition for Arbitration of	)	
ITC^DeltaCom Communications, Inc.	)	**Docket No. 990750-TP**
With BellSouth Telecommunications, Inc.)		
Pursuant to the Telecommunications	)	
Act of 1996	)	

ITC^DELTACOM COMMUNICATIONS, INC. d/b/a ITC^DELTACOM'S RESPONSES AND OBJECTIONS TO STAFF'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS (NOS. 15--27)

COMES NOW, ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom ("ITC^DeltaCom"), pursuant to the Rules of the Florida Public Service Commission and hereby files its Responses to Staff's Second Request for Production of Documents (Nos. 15-27) as follows:

15. Please provide any and all documents that support the response to Staff's Second Set of Interrogatories Request No. 18.

Response: ITC^DeltaCom has no documents other than its existing interconnection agreement on file with this Commission.

16. Please provide any and all documents that support the response to Staff's Second Set of Interrogatories Request No. 19.

Response: See testimony and exhibits of Don Wood.

17. Please provide any and all documents that support the response to Staff's Second Set of Interrogatories Request No. 20.

Response: See testimony of Don Wood.

DOCUMENT NUMBER-DATE
12155 OCT 19 00
FPSC-RECORDS/REPORTING

18. Please provide any and all documents that support the response to Staff's Second Set of Interrogatories Request No. 23.

Response: See testimony of Don Wood.

19. Please provide any and all documents that support the response to Staff's Second Set of Interrogatories Request No. 24.

Response: See testimony of Don Wood.

20. Please provide any and all documents that support the response to Staff's Second Set of Interrogatories Request No. 25(a).

Response: There is no part (a) to Staff's Second Set of Interrogatories Request No. 25

21. Please provide any and all documents that support the response to Staff's Second Set of Interrogatories Request No. 25(b).

Response: There is no part (b) to Staff's Second Set of Interrogatories Request No. 25

22. Please provide any and all documents that support the response to Staff's Second Set of Interrogatories Request No. 26.

Response: Please see testimony of Don Wood.

23. Please provide any and all documents that support the response to Staff's Second Set of Interrogatories Request No. 27.

Response: Attached is the confidential draft exchanged during negotiations that revolve around this section.

24. Refer to page 4 of the Rebuttal Testimony of witness Thomas Hyde. Please provide any and all documents exchanged with BellSouth regarding the extended loop arrangement that ITC^DeltaCom refers to.

Response: BellSouth provided a Professional Services Agreement for which BellSouth required ITC^DeltaCom to sign a nondisclosure confidentiality agreement. This question is better directed to BellSouth. However, under the parties existing interconnection agreement there are provisions that require BellSouth to provide extended loops under that agreement.

25. On page 27, lines 3-5, of Mr. Rozycki's Rebuttal Testimony, he stated that he believed that BellSouth often takes apart the customer's existing bundled elements and reassembles them in a substandard manner. Please provide any and all documents that substantiate this claim.

Response: Please see testimony and exhibits of Tom Hyde.

26. On page 3, lines 5-8, of witness Thomas' Rebuttal Testimony, he stated that ITC^DeltaCom is extremely concerned that BellSouth is now indicating that it may not be technically feasible for ITC^DeltaCom to obtain ordering and provisioning services equal to that which BellSouth provides to itself or others. Please provide documents that substantiate witness Thomas' statement.

Response: As stated in witness Thomas' Rebuttal Testimony, the FCC has concluded that it is technically feasible for incumbent local exchange carriers, including BellSouth, to provide nondiscriminatory access to OSS for resale services and unbundled network elements. Based on

ITC^DeltaCom's experience with BellSouth's OSS, ITC^DeltaCom does not believe that it has received nondiscriminatory access. For example, this is evidenced by Confidential Exhibit MT-2, which is on file with the Commission. In addition, BellSouth would not agree in writing in the agreement to provide pre-ordering, ordering, provisioning and maintenance and repair equal to that which it provides to itself. BellSouth witness Pate confirms this unwillingness to provide nondiscriminatory access to OSS in his Direct Testimony when he states, "BellSouth is not obligated to provide ALECs with any additional OSS." These actions and statements cause ITC^DeltaCom great concern to its ability to compete on an equal footing in the Florida local exchange market.

27. For the following request, please refer to witness Hyde's Direct Testimony, at page 5, lines 1-9. Please provide any and all documents to support the allegation that when BellSouth loses a customer served through an IDLC arrangement, a conversion from IDLC to UDLC occurs.

Response: Please see testimony and exhibits of Tom Hyde.

Respectfully submitted, this 19 day of October, 1999.

J. Michael Huey (Fla. Bar # 0130971)
J. Andrew Bertron, Jr. (Fla. Bar # 982849)
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Atlanta, Georgia 30375
(overnight delivery)

Attorney

\\Nt1\wp\andy berton\ITC\Docs\respto2ndreqforprod

Ticket # : 000000010047807
Account # : 10632768
Customer Name : COLONIAL BANK - FRAME RELAY NETWORK
Problem Description : turn up assist , dlci 739 is up dlci 100 is showing deleted and dlci 111 is showing active, need dlci 100 not 111
Trouble Code : INS
Ticket History :
Monday, September 13, 1999 2:44:48 PM Chris Fuller
pvc is intralata will refer out to bs
Monday, September 13, 1999 2:58:21 PM Chris Fuller
spoke with dawn kelly, they are trying to turn up this pvc and showing that dlci 100 as deleted and 111 active going to
circuit 30qeda503959, dlci 100 also need to be active

calling bs putting in as mainteance issue could not get a hold of any one in provisioning, spoke with cynthia

updated customer left voicemail, asked for a call back to verify dlci mismatch
Monday, September 13, 1999 3:41:00 PM Thomas Josuweit
Brad advised made DLCI change... He see's PVC active with 2-way...

Phoned Dawn, RNA....

Requested Brad hold his TT untill 12 noon tomorrow and close if he does not hear back from us....
Monday, September 13, 1999 3:48:33 PM Bob Jefferson
Called Colonial, no one in Communications, left Dawn a vms w status.
Monday, September 13, 1999 3:54:34 PM Bob Jefferson
Dawn called, is working, closing. Called Brad at Bell, left vms to close tkt.
Referral Ticket # : nd020075
Repaired Remarks :
Monday, September 13, 1999 3:54:34 PM Bob Jefferson
Bell corrected PVC

Ticket # : 000000010046300
Account # : 10747970
Customer Name : PAT SPRINGER INSURANCE AGENCY INC
Problem Description : Per Jo Beth when customers call in on line 7709959000 and it is tied up calls are supposed to forward to vm. She said customers are hearing a busy signal. And she said they haven't had messages in about a week and a half.
Trouble Code : 105
Ticket History :
Wednesday, September 01, 1999 10:36:31 AM Amy Mann
checking
Wednesday, September 01, 1999 11:25:33 AM Amy Mann
opened ticket in tafi & advised customer of commit 9/1 2pm
Wednesday, September 01, 1999 3:48:58 PM Amy Mann
Per tafi trouble is still pending
Thursday, September 02, 1999 10:19:51 AM Amy Mann
customer still having trouble/ i have reentered this in tafi with new commit 9/2 1pm
Thursday, September 02, 1999 11:17:45 AM Amy Mann

To: Dena Hyatt/DeltaCom@DeltaCom, Telia King/DeltaCom@DeltaCom
cc: Donna King/DeltaCom@DeltaCom
Subject: Pat Springer Insurance Agency

BTN 770 995 9000

Please check the forward to number on the call forward busy for line 770 995 1588. It is on the SOPS order correctly as 770 339 3577 but per repair it is forwarding to 770 399 3577. Can you have

the LCSC check their records. It is probably a keying error. THANKS

I am callign customer to advise that we have found the problem
Thursday, September 02, 1999 11:33:03 AM Amy Mann
Bell has found & corrected problem. I have done test calls with customer & was able to get the vm instead of a busy
Referral Ticket # :
Repaired Remarks :
Thursday, September 02, 1999 11:33:04 AM Amy Mann
BELL HAD A KEYING ERROR IN THE SWITCH

Ticket # : 000000010036729
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : 1914 HTBGMSMADS0 Glpt
2220 HTBGMSMA06T Bham originating traffic
1915 HTBGMSMA06T Glpt no originating traffic

Trouble Code : 706
Ticket History :
Tuesday, June 22, 1999 4:31:20 PM Violet Withey
changeing group
Wednesday, June 23, 1999 1:58:27 PM Violet Withey
assigned
Thursday, June 24, 1999 2:03:57 PM Violet Withey
Did an omshow in both trunks
BHM
857 HTBGMSMA06TD2220
2W 120 120

3988	51	31	4270
5	0	2	0
0	0	19377	15120
0	0	4064	3867
0	0	34497	3292
1	0	3621	5348
0	0	0	0

GPT

1915 HTBGMSMA06TD1915
2W 120 120

0	0	0	725
8	0	0	0
0	0	863	236

0	0	667	0
0	0	1099	582
0	0	325	3
0	0	0	0

Thursday, June 24, 1999 2:09:09 PM Violet Withey
Cic only had info on BHM TGN 2220. It shows that this trk grp is in two different TSC's.
AF146242 SIF 26272.
Af152208 SIF's 44495, 76455-76457
Thursday, June 24, 1999 4:21:10 PM Violet Withey
Feature Groups
Customer Name DeltaCom/FGD (Brhm) Level 1 SIF ID 44495
Tandem CILLI HTBGMSMA06T PON NumberDLT98SW015
Type DS1 City Hattiesburg, MS IXC PON # DLT98IX130
Coordinator Nikki Mosley Carrier PON#98011510
Bell Order # C61KJWM5
SA Report No

CRITICAL DATES	DEPARTMENT	START	COMPLETE	
SRV COORD	01/14/98	01/14/98		
PRE DESIGN	01/15/98	01/15/98		
IXC ORD ST	01/15/98	ENGINEERING	01/15/98	01/15/98
IXC DD 02/04/98		IXC PROVISIONING	01/15/98	01/16/98
ASR ST	01/21/98	BELL ORDERING	01/21/98	
ASR ACK RC	01/21/98	NTWK DESIGN	01/29/98	01/29/98
FOC PROJ 01/26/98		NTWK PROVISIONING	01/29/98	
FOC CONF	01/28/98			
DLR PROJ 01/28/98		PIU % 60		
DLR RECEIVED	01/28/98C YesM	Yes TRUNKS	24	
PTD PROJ 02/04/98		IXC ID 1001-T3/2/EDWDMSIFDDAX-HTBGMSIFSBT		
BELL ID	101/T1ZF/HTBGMSMADC0/HTBGMSMA2MD	IXCBELL		
BELL DD 02/06/98		IXCID2		

COMPLETED 02/25/98
Status: STANDARD TYPE: New
Framing/LineCode B8ZS/ESF

DLR Required	Yes	TCIC Codes	1025-1048
IXC Required	Yes	Delta Point Codes	005-001-029
NPA/NXX 601-582		Customer Point Code	252-146-005

This shows that the last time this was ordered it was ordered as PH. Going to send Nanette e mail on this in the morning.
Thursday, June 24, 1999 4:38:09 PM Violet Withey
This is what I found of these. The following is a copy of the last order worked for the BHM tgn 2220. notice on the third
line down where it says type. it was changed back to Primary High. I think this will need to be reordered. Give ma a call at
ext. 4295.I will be in by 8:30 your time.

Wednesday, September 22, 1999 12:20:41 PM Violet Withey
according to routing issue sent on 9/16/99 This was corrected on 8/13/99.closing
Referral Ticket # :
Repaired Remarks :
Wednesday, September 22, 1999 12:20:41 PM Violet Withey
Bell, corrected

Ticket # : 000000010036734
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : 2254 CHTGTNBRDS0 Bham no originating traffic
2253 CHTGTNNSDS0 Bham recv'g all originating traffic

2224 CHTGTNNS84T Bham no originating, ordered more trks

Trouble Code : 706
Ticket History :
Tuesday, June 22, 1999 4:31:58 PM Amanda Bright
DBA
Tuesday, June 22, 1999 4:32:25 PM Violet Withey
changing group
Wednesday, June 23, 1999 1:58:58 PM Violet Withey
assigned
Friday, June 25, 1999 8:25:55 AM Violet Withey
I did an omshow monthly on all 3 trk grps
899 CHTGTNNS84TD2224
2W 48 24

0 0 0 104668
2705 0 6 0
0 0 100422 144
0 0 96978 0
0 0 100566 74858
0 0 13460 2
0 0 0 0

882 CHTGTNBRDS0D2254
2W 48 48
0 0 4 26906
0 0 4 0
0 0 27213 0
0 0 25671 0
0 0 27213 21508
0 0 4751 4
0 0 0 0

883 CHTGTNNSDS0D2253
2W 72 72
115329 469 908 236
0 0 0 0
0 0 160342 25
0 0 226 113197
0 0 160367 202
69 0 19802 160008

0 0 0 0

Friday, June 25, 1999 8:35:01 AM Violet Withey
Cic datbase says.

TGN	TSC	SIF
2224	AF152257	44568
2254	AF152768	69193
	69194	
2253	AF152767	69196
	69197	
	92214	

Friday, June 25, 1999 9:39:47 AM Violet Withey
Could you find these two ASR numbers
Feature Groups
Customer Name DeltaCom/FGD (Brhm) Level 1 SIF ID 69193
Tandem CILLI CHTGTNBRDS0 1of2 PON NumberDLT98SW130
Type DS1 City Chattanooga, TN IXC PON # DLT98IX591
Coordinator Nikki Mosley Carrier PON#IH100725
Bell Order # C91QR166
SA Report No

Feature Groups
Customer Name DeltaCom/FGD (Brhm) Level 1 SIF ID 44568
Tandem CILLI CHTGTNNS84T PON NumberDLT98SW421
Type DS1 CHANGE PH TO IH City Chattanooga, TN IXC PON #
Coordinator Nikki Mosley Carrier PON#
Bell Order # C9BPJXQ3
SA Report No
Friday, June 25, 1999 9:40:16 AM Violet Withey
waiting asr from provisioning
Tuesday, July 13, 1999 8:36:50 AM Violet Withey
Got email with ASR numbers.
sif 69193 is 9809600222
SIF 44568 is 98293000162
Thursday, July 15, 1999 1:06:00 PM Violet Withey
Calling out to bell

Thursday, July 15, 1999 1:45:02 PM Violet Withey
opened two tickets with Jeri at bell.
zzv022250/zzv022251
Friday, July 16, 1999 9:01:58 AM Violet Withey
jeri at bell called to say traffic has been added to the BRDS0 end office.
Friday, July 16, 1999 9:05:32 AM Violet Withey
Looked at the traffic and see originating calls on the brds0 end
office..closing...
Referral Ticket # : zzv022250/zzv022251
Repaired Remarks :
Friday, July 16, 1999 9:05:32 AM Violet Withey
bell corrected routing.

Ticket # : 000000010039222
Account # : 10677425

Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : No originating traffic on this trunk group.
Trouble Code : RTF
Ticket History :
Friday, July 16, 1999 8:19:37 AM Violet Withey
e mail from Provisioning says asr is 990700463
Sif 113005.
Friday, July 16, 1999 8:22:44 AM Violet Withey

415 BILXMSED06TD2162
2W 168 168

66094	497	144	110428
0	0	51	0
0	0	191922	636
0	0	102438	64661
0	0	192558	82555
41	0	16234	82496
0	0	0	0

1901 BILXMSED06TD1901
2W 144 144

0	0	1	19488
0	0	0	0
0	0	21136	0
48	0	18461	0
0	0	21184	14703
0	0	2402	0
0	0	0	0

Friday, July 16, 1999 8:23:10 AM Violet Withey
need to call this out to bell.
Friday, July 16, 1999 10:17:56 AM Violet Withey
called trouble out to Mark at Bell.
Friday, July 16, 1999 3:41:01 PM Violet Withey
Mark at bell acac called in and said routing has been fixed. I did an omshow and now see traffic.

1901 BILXMSED06TD1901
2W 144 144

1836	16	9	22298
0	0	0	0
0	0	26669	4
48	0	21227	1705
0	0	26721	16906
0	0	2840	2365
0	0	0	0

closing ticket
Referral Ticket # : zm024604
Repaired Remarks :
Friday, July 16, 1999 3:41:01 PM Violet Withey

Bell corrected routing.

Ticket # : 000000010039225
Account # : 10677425

Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : This trk grp in the GPT SW is recieving no traffic.
Trouble Code : RTF
Ticket History :
Wednesday, August 11, 1999 4:20:06 PM Violet Withey
1939 SHPTLAMA0GTD1939
2W 72 2
0 0 0 17004
17004 0 0 0
0 0 52 0
28 0 0 0
0 0 80 0
0 0 5 0
0 0 0 0

All terminating calls to hit this trunk group is overflowing.
Wednesday, August 11, 1999 4:21:12 PM Violet Withey
posted this int the switch and all 72 members are in INB.
I sent out an Email to see if anyone knows why.
Waiting for a response.
Thursday, August 12, 1999 7:17:04 AM Tim Richey

Thursday, August 12, 1999 9:31:21 AM Violet Withey
The 2-6 Code on this is AF156333 the CIC's are 601-672. The Point Code that were sending it to is 252-152-1 which is Bells Shreveport location.
The Point Code and and the CIC's match up with bell. It looks like there might be an SS7 trouble with this.
Olen Dennis - SS7 group is going to call atrouble out on this.
Thursday, August 12, 1999 9:32:03 AM Violet Withey
putting this on hold until we can get the trunk back up.
Wednesday, September 22, 1999 12:13:08 PM Violet Withey
from routing issues dated 8-19 This was corrected 8/13/99....closing ticket
Referral Ticket # :
Repaired Remarks :
Wednesday, September 22, 1999 12:13:08 PM Violet Withey
bell corrected translations

Ticket # : 000000010039228
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : IN SERVICE SINCE 5/21, NO TRAFFIC
Trouble Code : RTF
Ticket History :
Wednesday, August 11, 1999 10:23:13 AM Violet Withey
1918 GNBONCEU33GD1918
2W 48 48
0 0 0 0
0 0 0 0
0 0 0 0
0 0 0 0
0 0 0 0
0 0 0 0
0 0 0 0

shows no traffic.
2W S7 S7 DTC 26 14 1 GNBONCEU33GD191 1 IDL
trunks are idle just not processing calls.
will Email Planning to add this to pricing.

thistrunk group will then get terminating traffic.
Wednesday, August 11, 1999 10:25:54 AM Violet Withey
CIC database shows
TSN AC212845
Sif's 106982 and 106985
Wednesday, August 11, 1999 10:44:26 AM Violet Withey
08/11/99 10:31 AM
To: Nikki Mosley/DeltaCom@DeltaCom, Leslie Watson/DeltaCom@DeltaCom
cc:
Subject: asr number

could you look this up for me?
Feature Groups
Customer Name DeltaCom/FGD (Gnbo) Level 1 SIF ID 106982
Tandem CILLI GNBONCEU33G 1-2 PON NumberDLT99SWD0126N1
Type DS1 TGN 1918 City Greensboro, NC IXC PON #
Coordinator Leslie Watson Carrier PON#
Bell Order # CX7M0WG3
SA Report No
Wednesday, August 11, 1999 10:57:53 AM Violet Withey
To: Violet Withey/DeltaCom@DeltaCom
cc: Nikki Mosley/DeltaCom@DeltaCom
Subject: Re: asr number

ASR # 9909600209
Wednesday, August 11, 1999 11:04:17 AM Violet Withey
Called and spole to David at acac. He is going to lookat this and call me
back with a ticket number.
Wednesday, August 11, 1999 12:55:30 PM Violet Withey
david called and left me a voicemail.
He gave me the bell ticket number.
Wednesday, August 11, 1999 1:14:21 PM Violet Withey
changing status
Wednesday, August 11, 1999 3:11:54 PM Violet Withey
david called in to say this is fixed. I did an omshow but see no traffic.
Told him to hold his ticket for a while to make
sure traffic hits this.
Wednesday, August 11, 1999 4:13:36 PM Violet Withey
did another omshow. seeing traffic now.
1918 GNBONCEU33GD1918
2W 48 48

129	1	0	84
0	0	0	0
0	0	260	0
0	0	79	126
0	0	260	59
0	0	29	152
0	0	0	0

closing

Referral Ticket # : ZC034786
Repaired Remarks :
Wednesday, August 11, 1999 4:13:36 PM Violet Withey
bell corrected routing.

Ticket # : 000000010039229
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : In service since 4/23, no traffic.
Trouble Code : RTF
Ticket History :
Thursday, July 15, 1999 9:44:06 AM Violet Withey
Cic database says: TGN 1902 AC212501 Sif 106960
TGN 2403 AC199051 Sif's 37882-3 and 43856-7

Thursday, July 15, 1999 9:47:02 AM Violet Withey
did omshows for the month on bothe trk grps.
1902 CHRLNCCA05TD1902
2W 168 168

82716	392	61	11138
2842	0	1	0
0	0	95425	82
0	0	7776	81169
0	0	95507	7312
18	0	7626	82849
0	0	0	0

154 CHRLNCCA05TD2403
2W 96 96

36088	139	25	63489
0	0	1	0
0	0	107471	776
0	0	62292	35529
0	0	108247	49537
4	0	10434	36746
0	0	0	0

Thursday, July 15, 1999 9:49:50 AM Violet Withey
I did a daily omshow

154 CHRLNCCA05TD2403
2W 96 96

0	0	0	1301
0	0	0	0
0	0	1762	0
0	0	1244	0
0	0	1762	1000
0	0	155	0
0	0	0	0

This shows traffic has been reroute to Greensboro I am closing this ticket.
Referral Ticket # :
Repaired Remarks :
Thursday, July 15, 1999 9:49:51 AM Violet Withey
Bell corrected this.

Ticket # : 000000010039234

Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : No originating traffic in the GLP switch
Trouble Code : RTF
Ticket History :
Tuesday, July 13, 1999 9:30:37 AM Johnny Flynn
Screened
SMC
Tuesday, July 13, 1999 9:35:45 AM Violet Withey
changing group
Thursday, July 15, 1999 9:54:40 AM Violet Withey
assigning to myself.
Thursday, July 15, 1999 9:58:46 AM Violet Withey
did omshow
1918 JCSNMSMBDS0D1918
2W 48 48
0 0 0 6254
0 0 1 0
0 0 9306 0
0 0 4805 0
0 0 9306 4264
0 0 1127 0
0 0 0 0
this needs to be called to bell.

Thursday, July 15, 1999 10:06:21 AM Violet Withey
TGN 1918 In service since 5/18.
Since this is an end office it is always PH>
Asking Provisioning for ASR number.
Thursday, July 15, 1999 10:09:55 AM Violet Withey
Violet Withey

07/15/99 10:08 AM
To: Nikki Mosley/DeltaCom@DeltaCom
cc: Leslie Watson/DeltaCom@DeltaCom
Subject: ASR number lookup

Could you look this one up.
Feature Groups
Customer Name DeltaCom/FGD (Glpt) Level 1 SIF ID 120466
Tandem CILLI JCSNMSMBDS0 1-2 PON NumberDLT99SWD0237N
Type DS1 TGN 1918 City Jackson, Ms IXC PON #
Coordinator Nikki Mosley Carrier PON#
Bell Order # C641GNR0 FORD C630DT14
SA Report No
Putting on hold until I recieve answer.
Monday, August 09, 1999 1:17:32 PM Violet Withey
asr number is 9909600173
Monday, August 09, 1999 1:24:29 PM Violet Withey

1918 JCSNMSMBDS0D1918
2W 48 48
0 0 48 737
0 0 0 0

0 0 1787 0
0 0 731 0
0 0 1787 628
0 0 172 0
0 0 0 0

calling bell
Monday, August 09, 1999 1:35:14 PM Violet Withey
opened ticket with david
Monday, August 09, 1999 1:36:32 PM Violet Withey
put in referred
Tuesday, August 10, 1999 7:45:03 AM Violet Withey
David at bell called and left a voice mail saying this had been corrected.
I did an omshow and see originating traffic
closing ticket.

1918 JCSNMSMBDS0D1918
2W 48 48
150 4 48 1487
0 0 0 0
0 0 3151 0
0 0 1463 145
0 0 3151 1228
0 0 316 360
0 0 0 0

Referral Ticket # : ZM025023
Repaired Remarks :
Tuesday, August 10, 1999 7:45:03 AM Violet Withey
Bel corrected translations.

Ticket # : 000000010039237
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : In service since 5/24, no traffic
Trouble Code : RTF
Ticket History :

Thursday, July 15, 1999 10:17:03 AM Violet Withey
did omshow.
1910 GLPTMSLYDS0D1910
2W 24 24
0 0 0 0
0 0 0 0
0 0 0 0
0 0 0 0
0 0 0 0
0 0 0 0
0 0 0 0

Need to get planning to get traffic sent to this.
Thursday, July 15, 1999 10:20:41 AM Violet Withey
Cic Dat base says: AF156667 SIF 113044
Thursday, July 15, 1999 10:25:32 AM Violet Withey
Since this is an End Office it is PH> Emailing Provisioning for ASR number.
Thursday, July 15, 1999 10:28:15 AM Violet Withey
Violet Withey

07/15/99 10:26 AM
To: Nikki Mosley/DeltaCom@DeltaCom, Leslie Watson/DeltaCom@DeltaCom
cc:
Subject: Asr number lookup

Could you look up this one?

Feature Groups
Customer Name DeltaCom/FGD (Glpt) Level 1 SIF ID 113044
Tandem CILLI GLPTMSLYDS0 1-1 PON NumberDLT99SWD0222N
Type DS1 TG 1910 City Gulf Port, MS IXC PON #
Coordinator Nikki Mosley Carrier PON#
Bell Order # C6CTCPR8 FORD C6B2YG39
SA Report No
Monday, August 09, 1999 1:40:52 PM Violet Withey
did another omshow still no originating traffic. 1910 GLPTMSLYDS0D1910
2W 24 24

0	0	24	872
0	0	0	0
0	0	1274	0
0	0	852	0
0	0	1274	710
0	0	159	0
0	0	0	0

Monday, August 09, 1999 1:43:38 PM Violet Withey
Asr number is 9907000462
Tuesday, August 10, 1999 7:52:10 AM Violet Withey
called in and spoke to rachel she gave me the ticket number she had opened up.
Wednesday, August 11, 1999 9:45:51 AM Violet Withey
1910 GLPTMSLYDS0D1910
2W 24 21

1564	280	26	3023
101	1	3	0
0	0	4490	650
133	0	2867	1552
0	0	5273	2293
0	0	596	1147
0	0	0	0

called and closed ticket with Rachel.
Referral Ticket # : ZM025024
Repaired Remarks :
Wednesday, August 11, 1999 9:45:51 AM Violet Withey

bell corrected translations.

Ticket # : 000000010039244
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : stopped recieving originating traffic on 6/14
ALT switch
Trouble Code : RTF
Ticket History :

Tuesday, July 13, 1999 9:52:27 AM Johnny Flynn
Screened
SMC
Tuesday, July 13, 1999 9:55:38 AM Ed Hussey
what is this? why is it at the SMC? if Wayne Moon complained he should at least provide us with the
trkgrp info...sending to DBA to provide required info
Thursday, July 15, 1999 10:59:51 AM Violet Withey
assigning to myself.
Thursday, July 15, 1999 11:03:39 AM Violet Withey
Did a monthly omshow on this
2003 RSWLGAMADS1D2003
2W 48 45
0 0 0 23295
0 0 0 0
12528 0 32572 0
0 0 23147 0
0 0 32572 19601
0 0 3373 0
0 0 0 0
This is an end office. It is PH Will call out to bell as soon as get ASR number from Provisioning.
Thursday, July 15, 1999 11:04:25 AM Violet Withey
AC208653 Sif's 90294 and 90295
Thursday, July 15, 1999 11:09:26 AM Violet Withey
Here is another one
Feature Groups
Customer Name DeltaCom/FGD (Attn) Level 1 SIF ID 90294
Tandem CILLI RSWLGAMADS1 1-3 PON NumberDLT98SW352
Type DS1 City Roswell, GA IXC PON #
Coordinator Nikki Mosley Carrier PON#
Bell Order # CO85T227
SA Report No
Monday, August 09, 1999 11:35:41 AM Violet Withey
The Asr number is 9828200152
calling this out to bell. I Spoke to jeri at bell
Monday, August 09, 1999 4:10:18 PM Violet Withey
Jeri called back to say the asr number is for a ds3. Emailed provisioning to double check the asr number. putting in hold.
Wednesday, August 11, 1999 9:39:32 AM Violet Withey
Violet, the number for the ASR DLT98SW248, is 9815300072. I don't know where you got the number below.

Violet Withey

08/09/99 04:08 PM
To: Nikki Mosley/DeltaCom@DeltaCom, Leslie Watson/DeltaCom@DeltaCom
cc:
Subject: asr number

could you look up Sif 90294 and send me the asr number again?
Bell is telling me that the number you sent [9828200152] Is for a ds3.
Sorry to ask again!

Wednesday, August 11, 1999 9:41:22 AM Violet Withey
I called and spoke to Jeri. Had to open a new ticket.
I also sent an e mailt maintenance so they would be aware that this is turned out to bell.
Wednesday, August 11, 1999 2:49:36 PM Violet Withey
jeri called in and said this should be working she also gave me the correct asr number 9827200152

2003 RSWLGAMADS1D2003
2W 48 45
26 0 6 19703
0 0 1 4
9198 0 28957 0
0 0 19510 22
0 0 28957 15991
0 0 2757 19
0 0 0 0
closing
Referral Ticket # : ZG037844
Repaired Remarks :
Wednesday, August 11, 1999 2:49:36 PM Violet Withey
bell corrected routing.

Ticket # : 000000010039260
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : In service since 6/18, no traffic.
Trouble Code : RTF
Ticket History :
Thursday, July 15, 1999 12:37:56 PM Violet Withey
assign self
Thursday, July 15, 1999 12:39:31 PM Violet Withey
did a monthly omsow.
1935 NWORLASWCG0D1935
2W 48 0
0 0 0 8787
8787 0 0 0
0 0 0 0
0 0 0 0
0 0 0 0
0 0 0 0
0 0 0 0
Thursday, July 15, 1999 12:40:08 PM Violet Withey
The omshow shows teminating but no originating traffic.
Thursday, July 15, 1999 12:41:45 PM Violet Withey
This tnk grp is to an end office so it is PH.
Thursday, July 15, 1999 12:50:24 PM Violet Withey
Af156437 SIF's 117852 and 853
Thursday, July 15, 1999 12:54:46 PM Violet Withey
Please look this one up.
Feature Groups
Customer Name DeltaCom/FGD (Glpt) Level 1 SIF ID 117852
Tandem CILLI NWORLASWCG0 1-2 PON NumberDLT99SWD0212N1

Type DS1 TGN 1935 City New Orleans, LA IXC PON #
Coordinator Leslie Watson Carrier PON#
Bell Order # C5DR91F5
SA Report No
Monday, July 19, 1999 2:09:00 PM Violet Withey
To: Outage
cc:
Subject: callers from Louisiana

Callers from Louisiana are getting trmt code 85 , all calls are coming over trkgrp 1935 from GLPT switch
NWORLASWCG0D1935, TSC AF156437 , I have called this to BS
Track other tickets to ticket number 10039914

Because of this I will hold off calling to bell. I will monitor after it is repaired.
Monday, July 19, 1999 2:09:49 PM Violet Withey
To: Violet Withey/DeltaCom@DeltaCom
cc:
Subject: Re: ASR lookup

Just incase you haven't got this yet (I was on vacation last week Sorry) the ASR # is 9911900227
Thanks Leslie

Violet Withey

07/15/99 12:52 PM
To: Nikki Mosley/DeltaCom@DeltaCom, Leslie Watson/DeltaCom@DeltaCom
cc:
Subject: ASR lookup

Please look this one up.
Feature Groups
Customer Name DeltaCom/FGD (Glpt) Level 1 SIF ID 117852
Tandem CILLI NWORLASWCG0 1-2 PON NumberDLT99SWD0212N1
Type DS1 TGN 1935 City New Orleans, LA IXC PON #
Coordinator Leslie Watson Carrier PON#
Bell Order # C5DR91F5
SA Report No

Monday, August 09, 1999 11:00:53 AM Violet Withey
39260 1935 NWORLASWCG0 Glpt in service since 6/18. no traffic (corrected on 07/19)
closing ticket
Referral Ticket # :
Repaired Remarks :
Monday, August 09, 1999 11:00:54 AM Violet Withey
bell corrected routing.

Ticket # : 000000010043883
Account # : 10677425

Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : When calling from test modem line get fast busy.
When calling from phone line get tone.
Trouble Code :
Ticket History :
Monday, August 16, 1999 7:36:52 AM Justin Smith
Per CDR's, reorder is being returned from GDSDALMT01TD2103.
Monday, August 16, 1999 2:00:16 PM Violet Withey
Call records show this call goin out trunk group 2103 in BHM sw.
this is the FGD to Gadsden Main and toll tandem.
This is the correct routing.
Monday, August 16, 1999 3:03:28 PM Violet Withey
Traver tr GDSDALMT01TN1067 2562790992 b

DIGIT TRANSLATION ROUTES

1 TERM102T 2790992 ST
2 T60

A traver from GDSDALMT01TN1057
goes to the same route.
Bell therefore has a routing problem, because these are the only local trunks this call is supposed to take.
Monday, August 16, 1999 3:21:00 PM Violet Withey
I Spoke to Flo at Bell.
She says this needs to be turned out to bell UNE.
Monday, August 16, 1999 4:38:55 PM Violet Withey
I called and spoke to Gigi. She opened at ticket for 2562414226 cannot call 2562410992.
Monday, August 16, 1999 7:19:56 PM Nancy Joyner
Clyde called from Bell and said that when you send 10 digits from Gadsden it goes over trk grp AF 150868 then goes to
Anniston AF155069 and has an overflow of AF 150652.He said to tell you it will not work local, but will complete through
these trunk grps.
Tuesday, August 17, 1999 3:27:28 PM Violet Withey
Clive at bell called to close this ticket he found he had the wrong information. I explained the problem again.so were are
closing their ticket KI003778 and opening KI003797
Tuesday, August 17, 1999 5:59:21 PM Violet Withey
Brad the tech assigned this ticket called my modem line. aHe says we will Have to open another ticket. He sent me to Sherri
and we opened ticket KI003803.
Wednesday, August 18, 1999 2:34:33 PM Violet Withey
Brad called and left me a vioce mail I returned it . He says fixed and I made test call. It works.....closing this
ticket.
Referral Ticket # : KI003803
Repaired Remarks :
Wednesday, August 18, 1999 2:34:33 PM Violet Withey
Brad said that the nisc says it was open on the L-DIT.
Nisc corrected routing problem.

Ticket # : 000000010044157

Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : modem line gets recording .....we're sorry the number your dialing cannto be completed as dialed....DLT 02.
From regular line milliwatt.
Trouble Code : RTF
Ticket History :
Monday, August 16, 1999 5:05:11 PM Violet Withey
call records show this call is going out TGN 2104 in BHM. That is to the Anniston main and toll tandem. Antnalmt)gtd2104 This is a FGD.
The call should come back on either the 1-way IC or the Clec 2way.TGN 's 1051 or 1056in BHM.

I did a traver from the local trunk to the 2990992.
the call completes
traver tr antnalmt0gtn10512562990992 b
DIGIT TRANSLATION ROUTES

1 TERM102T 2990992 ST
2 T60
Tuesday, August 17, 1999 8:34:41 AM Violet Withey
Spoke to Donna at Bell and opened ticket.
She only asked for the 2-6 code for the trunk we are sending the call to them on. If she needs more infor she will call back.

1051 sif 39787 AF150553
1056 sif 39994 AF150652
2104 sif 19819 AF144079

Tuesday, August 17, 1999 1:45:28 PM Violet Withey
Schameika at bell called in and said that this was a translations problem that had been corrected.
I did atest call and it passed.
Tuesday, August 17, 1999 1:45:45 PM Violet Withey
closing
Referral Ticket # : KI003784
Repaired Remarks :
Tuesday, August 17, 1999 1:45:28 PM Violet Withey
Bell was adding the areacode to the number they were sending us so they were sending to many digits.

Ticket # : 000000010044198
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : Test line can not call 256 745 0992
Regular line can reach it.
Trouble Code : RTF
Ticket History :
Tuesday, August 17, 1999 8:47:53 AM Violet Withey
Call records this is going to TGN 2104 Antnalmt0gt. This is the correct trunk group.
If you call it on the modem line you get a Deltacom recording ....your number can not be completed as dialed DLT02.
I did atraver from the local trunks this is supposed to return from bell

on. The traver shows that it goes to the miliwatt
number.so our routing is good callin this out to bell along with the 256
299 0992 number failure.
Friday, August 20, 1999 2:06:13 PM Violet Withey
Closing this ticket . Ref tt# 43883.
Bell corrected this when the corrected 256 279 0992.
Referral Ticket # : KI003784
Repaired Remarks :
Friday, August 20, 1999 2:06:13 PM Violet Withey
Bell corrcted translations.

Ticket # : 000000010044296
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : test call failed from modem line but works from phone line.
Trouble Code : RTF
Ticket History :
Tuesday, August 17, 1999 1:40:43 PM Violet Withey
When calling from the modem line you get a recording .....the number you have reached is not in service this is a
recording
Tuesday, August 17, 1999 1:50:08 PM Violet Withey
did a traver from the local trunk this should return to deltacom on.
traver tr brhmalhw0gtn1064 2563970992 b
+++ TRAVER: SUCCESSFUL CALL TRACE +++

DIGIT TRANSLATION ROUTES

1 TERM102T 3970992 ST
2 T60

this number is in our switch will turn this out to bell.
Tuesday, August 17, 1999 5:35:25 PM Violet Withey
I called and spoke to Greg. He opened ticket for me.
Wednesday, August 18, 1999 7:17:30 PM Shane Young
brad called he said it the trans trble is repaired.
he said he would dm 24hrs told him that was ok.

Friday, August 20, 1999 1:57:24 PM Violet Withey
Spoke to Brad and he says fixed, placed test call, works closing ticket.
Referral Ticket # : KI003798
Repaired Remarks :
Friday, August 20, 1999 1:57:25 PM Violet Withey
Bell translations corrected.

Ticket # : 000000010044298
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : Teat call fails from modem line but passes from phone line.
Trouble Code : RTF
Ticket History :
Tuesday, August 17, 1999 1:53:43 PM Violet Withey

The failed call goes to recording .....the number you have reached is not in service this is a recording.
I did atraver from the local trunk this call shoul come into the switch on. The test number is set up in the switch.
traver tr brhmalhw0gtn1064 2564010992 b
+ TRAVER: SUCCESSFUL CALL TRACE +++

DIGIT TRANSLATION ROUTES

1 TERM102T 4010992 ST
2 T60

Will call this out to bell.
Tuesday, August 17, 1999 2:10:40 PM Violet Withey
traver tr brhmalhw0gtn1064 2565980992 b
++ TRAVER: SUCCESSFUL CALL TRACE +++

DIGIT TRANSLATION ROUTES

1 TERM102T 5980992 ST
2 T60
Tuesday, August 17, 1999 5:39:10 PM Violet Withey
I called and spoke to Greg. He opened ticket for me.
Thursday, August 19, 1999 8:40:39 AM Violet Withey
Ray called in from Bellto say the nisc had corrected their translations.
I placed test call and called UNE. I spoke to Bessie to say bell could close their ticket.
Referral Ticket # : KI003799
Repaired Remarks :
Thursday, August 19, 1999 8:40:40 AM Violet Withey
bell corrected their routing.

Ticket # : 000000010044302
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : Test call fails from modem line but passes from phone line.
Trouble Code : RTF
Ticket History :
Tuesday, August 17, 1999 2:11:39 PM Violet Withey
The failed call goes to recording .....the number you have reached is not in service this is a recording.
I did atraver from the local trunk this call shoul come into the switch on. The test number is set up in the switch.
traver tr brhmalhw0gtn1064 2564010992 b
+ TRAVER: SUCCESSFUL CALL TRACE +++

DIGIT TRANSLATION ROUTES

1 TERM102T 4010992 ST
2 T60

Will call this out to bell.
Tuesday, August 17, 1999 5:33:52 PM Violet Withey
I called and spoke to Greg. He opened ticket for me.
Tuesday, August 17, 1999 6:54:21 PM Ed Hussey
Bell called in and they want "26" codes for all of these. Told them to DM the tkt until Violet calls them with the info...
Thursday, August 19, 1999 8:47:45 AM Violet Withey
Ray called in from Bellto say the nisc had corrected their translations.
I placed test call and called UNE. I spoke to Bessie to say bell could close their ticke
Referral Ticket # : KI003800
Repaired Remarks :
Thursday, August 19, 1999 8:47:45 AM Violet Withey
bell corrected their translations.

Ticket # : 000000010044305
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : Modem call fails.....get recording the number you have reached is not in service this is a recording.
If call from phone line get milliwatt.
Trouble Code : RTF
Ticket History :
Tuesday, August 17, 1999 4:45:25 PM Violet Withey
>traver tr brhmalhw0gtn1064 2568270992 b
++ TRAVER: SUCCESSFUL CALL TRACE +++

DIGIT TRANSLATION ROUTES

1 TERM102T 8270992 ST
2 T60
Tuesday, August 17, 1999 5:32:44 PM Violet Withey
I called and spoke to Greg. He opened ticket for me.
Thursday, August 19, 1999 8:48:40 AM Violet Withey
Ray called in from Bellto say the nisc had corrected their translations.
I placed test call and called UNE. I spoke to Bessie to say bell could close their ticke
Referral Ticket # : KI003801
Repaired Remarks :
Thursday, August 19, 1999 8:48:40 AM Violet Withey
bell corrected their translations.

Ticket # : 000000010044308
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : the call from modem line goes to recording.....the number you have reached is not in service this is a recording.
the call from a phone line goes to the milliwatt.
Trouble Code : RTF
Ticket History :
Tuesday, August 17, 1999 4:47:25 PM Violet Withey
traver tr brhmalhw0gtn1064 2568340992 b
+++ TRAVER: SUCCESSFUL CALL TRACE +++

DIGIT TRANSLATION ROUTES

1 TERM102T 8340992 ST
2 T60
Tuesday, August 17, 1999 5:31:42 PM Violet Withey
I called and spoke to Greg. He opened ticket for me.
Thursday, August 19, 1999 8:50:07 AM Violet Withey
Ray called in from Bellto say the nisc had corrected their translations.
I placed test call and called UNE. I spoke to Bessie to say bell could close their ticke
Referral Ticket # : KI00302
Repaired Remarks :
Thursday, August 19, 1999 8:50:07 AM Violet Withey
Bell corrected their translations.

Ticket # : 000000010045262
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : BTRGLAGW0GT tandem not completing test call to 225 906 0992.
test call goes Fast Busy.
Call from phone line goes through.
Trouble Code : RTF
Ticket History :
Tuesday, August 24, 1999 5:01:57 PM Violet Withey
did a traver from the 2way local line to the test number. If bell sends us the call we will complete it correctly.
traver tr BTRGLAGW0GTN1163 2259060992 b
+++ TRAVER: SUCCESSFUL CALL TRACE +++

DIGIT TRANSLATION ROUTES

1 TERM102T 2259060992 ST

The calls are going out to bell on the FGD to Baton rouge TGN 1904.
Tuesday, August 24, 1999 5:25:14 PM Violet Withey
The cic database had the following on the two trunks.

TGN	TSC	SIF	Type of Trunk
1904	AF156800	112726	FGD
	112727		
	112728		
	112729		
	112730		
	112731		
	131920		
	132128		
1163		102526	local 2W-FG/IXC
	102527		

I ahve sent off an Email to Rick Lopez asking for the TSC number for the local 2 way trunk. I need this information before I can open a ticket with bell.

Wednesday, August 25, 1999 8:34:44 AM Violet Withey
rick Lopez emailed me with the TSC number it is AF154561.
I called this outto Bell. spoke with Bessie. Opened ticket SI002239.
Wednesday, August 25, 1999 1:28:21 PM Violet Withey
Steve at Bell call and left me a voice mail.
He said the problem was corrected. I tested the number and it is now working. closing ticket
Referral Ticket # : SI002239
Repaired Remarks :
Wednesday, August 25, 1999 1:28:21 PM Violet Withey
bell corrected translations.

Ticket # : 000000010045517
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : sending these calls to the LFYTLAMA0GT tandems and the calls go fast busy.
Trouble Code : RTF
Ticket History :
Thursday, August 26, 1999 7:59:01 AM Violet Withey
assign self
Thursday, August 26, 1999 12:10:07 PM Violet Withey
spoke to Mary at bell andopened ticket
Thursday, August 26, 1999 2:04:27 PM David Cecil
Needs originating 26 code for tracing trouble,please call this back to Katie A.S.A.P.
callback 6084
Thursday, August 26, 1999 4:19:26 PM Violet Withey
dennis at the nisc called in to say this is corrected.made test calls and both worked.
Referral Ticket # : KI003919
Repaired Remarks :
Thursday, August 26, 1999 4:19:26 PM Violet Withey
bell corrected translations on both.
They were sending 7 digits instead of 10 digits.

Ticket # : 000000010046124
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : Test calls to both 407 212 0992 and 407 368 0992 both go to recording.
These two NPA NXX go to the same tandem ORLDFLCL01T.
Trouble Code : RTF
Ticket History :
Tuesday, August 31, 1999 10:45:26 AM Violet Withey
I have verified routing of the test call and did a traver from the local trunk group 1068 to both test numbers and both go to
term number.Both calls went out the correct LD trk grp 1914.
calling this out to bell.
Tuesday, August 31, 1999 12:12:50 PM Violet Withey
!
Tuesday, August 31, 1999 12:24:01 PM Violet Withey
I called this in to Bell and spoke to Donna she opened a ticket for me.

Wednesday, September 01, 1999 12:44:15 PM Violet Withey
Kevin at Une called in to say fixed. placed test call and it completed.
Referral Ticket # : VI003422
Repaired Remarks :
Wednesday, September 01, 1999 12:44:15 PM Violet Withey
bell translations said they needed to add this NXX to their routing.

Ticket # : 000000010046179
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : Test call to 706 314 0992 goes Fast busy.
Trouble Code : RTF
Ticket History :
Tuesday, August 31, 1999 2:29:18 PM Violet Withey
Verified that it goes out correct trk grp D1901.
Did a traver from the local 2way N1056 to the test number.
The routing for the test number was correct. calling this out to bell.
Tuesday, August 31, 1999 2:46:02 PM Violet Withey
called this out to bell ,I spoke to Mary.
Wednesday, September 01, 1999 12:39:12 PM Violet Withey
Joey at UNE and Dockery at the NISC called in to say that this was fixed.
I made a test call and it went thru.
Referral Ticket # : GI014196

Repaired Remarks :
Wednesday, September 01, 1999 12:39:12 PM Violet Withey
The local trunks were not set up in bell to accept IXC traffic.

Ticket # : 000000010048495
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : Test call fails to the GDSDALMT01T tandem.
Trouble Code :
Ticket History :
Friday, September 17, 1999 8:26:02 PM Aaron Burton
Bell called in to confirm what was going on with this and there were no
notes in the ticket so I couldent confirm anything
they put the ticket on hoild till mnonday and there going to call back
Monday, September 20, 1999 3:08:49 PM Violet Withey
called this out to bell friday at 5:20pm bell ticket ki004239
Traver and trunks verified.
D2103 BHM Af144080
N1067 BHM AF150651
Monday, September 20, 1999 3:10:42 PM Violet Withey
Called in this morning and spoke to Bessie she read notes but did not know
what they meant. She transferred me to Eric and He
said that this was sent to NISC (bell translations) at 8:11 am this
morning.
Monday, September 20, 1999 3:12:17 PM Violet Withey
Kevin called in to say this is fixed. I did test call and It
works....closing!
Referral Ticket # : KI004239
Repaired Remarks :
Monday, September 20, 1999 3:12:17 PM Violet Withey
Bell corrected translations.

Ticket # : 000000010048500
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL
Problem Description : Test call to ANTNALMT0GT tandem failed. Went to a recording.
Trouble Code :
Ticket History :
Monday, September 20, 1999 5:06:08 PM Violet Withey
called this out to bell friday at 5:20pm bell ticket ki004240
Traver and trunks verified.
D2104 bhm AF144079
N1051 bhm AF150553
Monday, September 20, 1999 5:09:00 PM Violet Withey
Called in this morning and spoke to Bessie she read notes but did not know what they meant. She transferred me to Eric and He said that this was sent to NISC (bell translations) at 8:11 am this morning
Monday, September 20, 1999 5:10:46 PM Violet Withey
Kevin called in and said they could not find the NPA NXX, they had wrong one it is 644.
Monday, September 20, 1999 5:13:13 PM Violet Withey
Kevin called and says this fixed. tested and it works....closing
Monday, September 20, 1999 5:13:30 PM Violet Withey
closing
Referral Ticket # : Ki004240
Repaired Remarks :
Monday, September 20, 1999 5:13:13 PM Violet Withey
bell corrected translations

Ticket # : 000000010048505
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL

Problem Description : Test call to the ATHNGAMA02T tandem failed. The call went to arecording.
Trouble Code :
Ticket History :
Friday, September 17, 1999 5:37:54 PM Aaron Burton
Both 26 codes are from Atlanta to Athens. Bell needs 26 codes for Alabama
Tuesday, September 21, 1999 3:35:30 PM Dean Smith
Gladys with BS called in to adv they have made some changes in translation changes , and wants this tested, she adv she is going to DM the ticket fro 24 hours ,
Tuesday, September 21, 1999 3:54:41 PM Violet Withey
bell called in and said translations are fixed clsoing ticket I have verified that this now works.
Referral Ticket # :
Repaired Remarks :
Tuesday, September 21, 1999 3:54:41 PM Violet Withey
Bell corrected translations.

Ticket # : 000000010039362
Account # : 10677425
Customer Name : ITC DELTACOM - ANNISTON AL

Problem Description : david Hill is calling from his Cellular phone(Powertel)
256 225 3799 to 256 241 4291 getting all circuits busy
Trouble Code : ROC
Ticket History :
Tuesday, July 13, 1999 4:38:25 PM Johnny Flynn
Screened
SRC
Tuesday, July 13, 1999 5:51:01 PM Aaron Burton
Using this ticket at the REF ticket for all the dialing problems in the
256 241 NPA NXX. The 26 Code is AF150652. Opened
ticket KI003318 with the Une Center
Tuesday, July 13, 1999 6:45:22 PM Aaron Burton
Made first level escaltaion To Eric Johnson. This has been handed off to
the Bell South Translations group and they are
currently working on it
Tuesday, July 13, 1999 7:09:34 PM Aaron Burton
Some how the 192 member trunkgroup got taken out of the local routing with
Bell. The Bell tech added it back in plus 24 more
for a total of 216 members. He wanted to know if that would be enough I
called Mickey to see how many trks we should have and
she didnt know. I told the bell tech that if 216 was enough we would call
them in the AM. I called Jerry Blue and Danny
Spillers at home to let them know that the trouble has been corrected.
Tuesday, July 13, 1999 7:10:41 PM Aaron Burton
Wendle was the Bellsouth Technition that got this straighten out
Wednesday, July 14, 1999 8:11:54 AM Ed Hussey
closing to Bell South translations prblm
Referral Ticket # : KI003318
Repaired Remarks :
Wednesday, July 14, 1999 8:11:55 AM Ed Hussey
c rmks

Ticket # : 000000010039909
Account # : 10935989
Customer Name : PROPERTY PLUS INC - MASTER
Problem Description : Deborah has reported that when calling LD from fax ani
5048899710, she is receiving recording that says "Your service has been
temporarily interrupted, call 8002393000." Called to number is 2014135268 at
8:57 a.m. today. I checked ani 5048899710 in switch inquiry and it is
allowed for all dialing. I did test call to called to number and received a
ring, no answer. Deborah can be contacted back at 5048881777. Please check.
Trouble Code : ROC
Ticket History :

Monday, July 19, 1999 9:06:44 AM Lori Whisenant
screened
Monday, July 19, 1999 10:45:25 AM Aaron Burton
Holding REF TT 39914
Monday, July 19, 1999 10:50:09 AM Aaron Burton
Called Customer and updated them with Status
Monday, July 19, 1999 3:48:55 PM Aaron Burton
Closing REF TT 39914
Referral Ticket # :
Repaired Remarks :
Monday, July 19, 1999 3:48:55 PM Aaron Burton

Bell translations

Ticket # : 000000010039925
Account # : 10747814
Customer Name : PIZITZ MANAGEMENT GROUP DBA LYNNS
Problem Description : Getting our blockage recording when trying to dial out LD.
Call Exs. 3189939972 and 5048981498
Trouble Code : CCO
Ticket History :
Monday, July 19, 1999 9:37:05 AM Lori Whisenant
screened
Monday, July 19, 1999 11:01:26 AM Aaron Burton
REF TT 39914

Called Customer and updated them with Status
Tuesday, July 20, 1999 10:13:40 AM Dennis Bunch
Customer is now able to make LD calls, closing out ticket.
Referral Ticket # :
Repaired Remarks :
Tuesday, July 20, 1999 10:13:40 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 to New Orleans.

Ticket # : 000000010039926
Account # : 10827376
Customer Name : STATEWIDE RECOVERY SERVICE INC
Problem Description : Melanie called in and stated that when calling LD outside of their area code they receive our blockage rec. An example of a number they have called in 2252658451. Please check and contact melanie at 5048896693. thanks!!
Trouble Code : ROC
Ticket History :
Monday, July 19, 1999 9:37:27 AM Lori Whisenant
screened
Monday, July 19, 1999 10:44:02 AM Aaron Burton
Holding REF TT 39914
Monday, July 19, 1999 10:50:58 AM Aaron Burton
Called Customer and updated them with Status
Tuesday, July 20, 1999 11:06:37 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 to New Orleans and problem was resolved around 7pm last night.
Referral Ticket # :
Repaired Remarks :
Tuesday, July 20, 1999 11:06:37 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 to New Orleans and problem was resolved around 7pm last night.

Ticket # : 000000010039929
Account # : 10747392
Customer Name : APARICIO WALKER & SEELING INC
Problem Description : Customer called in and stated when dialing out ld on fax line 5048834100 getting our blockage recording, got customer to do 700 test on that line and it came back Deltacom, could you please check and contact Jeanne Hebert at 5048834111. thanks...

Trouble Code : CCO

Ticket History :
Monday, July 19, 1999 10:18:05 AM Lori Whisenant
SMC
Monday, July 19, 1999 10:45:01 AM Aaron Burton
Holding REF TT 39914
Monday, July 19, 1999 10:50:18 AM Aaron Burton
Called Customer and updated them with Status
Tuesday, July 20, 1999 9:24:33 AM Dean Smith
called and spoke to Ginger , I adv her this trbl has been corrected and they should be able to make LD calls now . Sha says she will test and if needed , call me back . I adv If I did not hear back from her by 12 noon I would go ahead and clsoe this ticket.
Tuesday, July 20, 1999 10:08:44 AM Dennis Bunch
I spoke with customer and they are able to make LD calls ok now.
Referral Ticket # :
Repaired Remarks :
Tuesday, July 20, 1999 10:08:44 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 to New Orleans.

Ticket # : 000000010039930
Account # : 10826667
Customer Name : BERGERON PLYMOUTH CHRYSLER INC
Problem Description : Lauanna reported getting our int recording when dialing to 318-628-4631. She does not know what line she is dialing out from because they have so many. I pulled it in ani rejection and it is showing from # as 7233011 with no area code to the above number. I have check all the numbers in the switch. Please check and call her @ 504-888-2131
Trouble Code : ROC
Ticket History :
Monday, July 19, 1999 10:18:58 AM Lori Whisenant
SMC
Monday, July 19, 1999 10:43:30 AM Aaron Burton
Holding REF TT 39914
Monday, July 19, 1999 10:51:07 AM Aaron Burton
Called Customer and updated them with Status
Tuesday, July 20, 1999 11:07:55 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 to New Orleans and problem was resolved around 7pm last night.
Referral Ticket # :
Repaired Remarks :
Tuesday, July 20, 1999 11:07:55 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 to New Orleans and problem was resolved around 7pm last night.

Ticket # : 000000010039931
Account # : 10969152
Customer Name : CRESCENT BANK & TRUST - LOC 2
Problem Description : Doug Autin/New Orleans received a call from Robert Andras his Metarie,LA

I called Joann Bourgeois/Brenda Guicket

All number rec our Blockage recording.

Please check.

Trouble Code : CCO
Ticket History :
Monday, July 19, 1999 10:18:24 AM Lori Whisenant
SMC
Monday, July 19, 1999 10:44:38 AM Aaron Burton
Holding REF TT 39914
Monday, July 19, 1999 10:50:27 AM Aaron Burton

Called Customer and updated them with Status
Tuesday, July 20, 1999 9:43:31 AM Dennis Bunch
I spoke with Brenda and she said that their LD is working now and I can close out ticket.
Referral Ticket # :
Repaired Remarks :
Tuesday, July 20, 1999 9:43:31 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunks out of New Orleans.

Ticket # : 000000010039936
Account # : 10747392
Customer Name : APARICIO WALKER & SEELING INC
Problem Description : Getting blockage recording when dialing LD. Exs. 7702480640
Trouble Code : CCO
Ticket History :
Monday, July 19, 1999 10:18:41 AM Lori Whisenant
SMC
Monday, July 19, 1999 10:44:21 AM Aaron Burton
Holding REF TT 39914
Monday, July 19, 1999 10:50:46 AM Aaron Burton
Called Customer and updated them with Status
Tuesday, July 20, 1999 10:10:57 AM Dennis Bunch
I called customer and they are able to make LD calls ok now.
Referral Ticket # :
Repaired Remarks :
Tuesday, July 20, 1999 10:10:57 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 to New Orleans.

Ticket # : 000000010039942
Account # : 10639300
Customer Name : CAPITAL PC WAREHOUSE INC
Problem Description : Maria reported that when dialing LD, she is getting recording that says, "Your service has been temporarily interrupted, to call 8002393000." Called to number is 2252912983 at 9:45 a.m. and called from ani is 5044555565. This ani is loaded in switch to allow all dialing. Maria can be contacted at 5044554699. Please check.
Trouble Code : ROC
Ticket History :
Monday, July 19, 1999 10:17:47 AM Lori Whisenant
SMC
Monday, July 19, 1999 10:45:45 AM Aaron Burton
Holding REF TT 39914
Monday, July 19, 1999 10:49:58 AM Aaron Burton
Called Customer and updated them with Status
Tuesday, July 20, 1999 10:18:52 AM Dennis Bunch
I called customer and they said that they are able make LD calls ok now.

Referral Ticket # :
Repaired Remarks :
Tuesday, July 20, 1999 10:18:52 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 in New Orleans.

Ticket # : 000000010039947
Account # : 10918118
Customer Name : XPRESS RAY INC - MASTER
Problem Description : Customer reported that they are getting our blockage rec when dialing Id. All of thier #'s are in our switch. Here is a list of their ani's...
504-455-5951
504-455-5933
504-455-5992
504-455-5998

Please check, Tks!

Trouble Code : CCO
Ticket History :
Monday, July 19, 1999 10:50:05 AM Lori Whisenant
SMC
Monday, July 19, 1999 10:56:24 AM Aaron Burton
Holding REF TT 39914
Monday, July 19, 1999 10:58:08 AM Aaron Burton
Called Customer and updated them with Status
Monday, July 19, 1999 3:31:04 PM Aaron Burton
Closing REF TT 39914
Referral Ticket # :
Repaired Remarks :
Monday, July 19, 1999 3:31:04 PM Aaron Burton
bell trans

Ticket # : 000000010039949
Account # : 10919132
Customer Name : ELMWOOD MRI LTD DBA METAIRIE IMAGING
Problem Description : Customer reported getting our blockage rec on ani's 504-454-3600 and 504-454-3604. Both of these ani's are in the switch. Please check, Tks!
Trouble Code : CCO
Ticket History :
Monday, July 19, 1999 10:52:13 AM Lori Whisenant
SMC
Monday, July 19, 1999 10:57:19 AM Aaron Burton
REF TT 39914
Monday, July 19, 1999 10:59:25 AM Aaron Burton
Called Customer and updated them with Status
Monday, July 19, 1999 3:43:30 PM Aaron Burton
REF TT 39914
Referral Ticket # :
Repaired Remarks :
Monday, July 19, 1999 3:43:30 PM Aaron Burton
Bell Translations

Ticket # : 000000010039961

Account # : 10830461
Customer Name : MORRIS & MCDANIEL INC - LA
Problem Description : Lana stated when calling LD she receives our blockage rec. She was calling to 6013530604, 7038363613. Please check and contact Lana at 5048881002. thanks!!
Trouble Code : ROC
Ticket History :
Monday, July 19, 1999 10:51:19 AM Lori Whisenant
SMC
Monday, July 19, 1999 10:56:44 AM Aaron Burton
REF TT 39914
Monday, July 19, 1999 10:58:37 AM Aaron Burton
Called Customer and updated them with Status
Monday, July 19, 1999 2:07:17 PM Lorrie Latham
Connie Cordella calling from the St Charles Parrish Sheriff's Dept (5047836237,5047836984) calling to 5048881002 at about 1:30-2:30 getting ITCD Blockage recording. I tested over AT&T to 5048881002-got ITCD blockage recording at @2pm. Pls check & Advise.
Tuesday, July 20, 1999 11:02:28 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 to New Orleans and problem was resolved around 7pm last night.
Referral Ticket # :
Repaired Remarks :
Tuesday, July 20, 1999 11:02:28 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 to New Orleans and problem was resolved around 7pm last night.

Ticket # : 000000010039977
Account # : 10876878
Customer Name : AFTERMARKET MARINE
Problem Description : Customer reported blockage recording when dialing ld from all lines. Please check, tks!

5044541983
5044542800
5048882798
5048882799
5048882873
5048882881
5048887339
Trouble Code : CCO
Ticket History :
Monday, July 19, 1999 11:35:28 AM Lori Whisenant
SMC
Monday, July 19, 1999 11:47:49 AM Aaron Burton
REF TT 39914

Called Customer gave him update
Monday, July 19, 1999 3:29:18 PM Aaron Burton
Closing REF TT 39914
Referral Ticket # :
Repaired Remarks :
Monday, July 19, 1999 3:29:18 PM Aaron Burton

Bell Translations

Ticket # : 000000010040003
Account # : 10510121
Customer Name : RICHARDS CLEARVIEW LLC DBA CLEARVIEW MAL
Problem Description : Blaine called to report that he is getting a blockage recording when dialing to 757-321-5017 at 1:20pm calling from

5044562282
5048850202
5048850203
5048850334
5048854100

Trouble Code : ROC
Ticket History :
Monday, July 19, 1999 1:33:39 PM Lori Whisenant
SMC
Monday, July 19, 1999 1:51:00 PM Aaron Burton
REF TT 39914
Tuesday, July 20, 1999 11:08:58 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 to New Orleans and problem was resolved around 7pm last night.
Referral Ticket # :
Repaired Remarks :
Tuesday, July 20, 1999 11:08:58 AM Dennis Bunch
Bellsouth had a CIC mismatch on our trunk group 1935 to New Orleans and problem was resolved around 7pm last night.

Ticket # : 000000010042791
Account # : 10271021
Customer Name : COCA COLA TUSCALOOSA
Problem Description : This is the same trouble that they had back in June refer to ticket 36499..... This is the 4th trouble ticket I have sent in the 205 area code can't dial ld get dead air and t/f's get fast busy. please check and advise. thanks called to 8004582690 and 4233394523.
Trouble Code : CCO

Ticket History :
Friday, August 06, 1999 1:39:41 PM Pam Duncan
smc
Friday, August 06, 1999 2:44:10 PM Dennis Bunch
Assigned to Aaron
Friday, August 06, 1999 3:26:28 PM Aaron Burton
This is down due to the following

To: Service Repair Center, Service Maintenance Center, Customer Support, Tara Pack/DeltaCom@DeltaCom
cc:
Subject: Bell trouble in Tuscaloosa

Per Bell, their 800 facilities are down and Etask is working on it at this time, NTR
Monday, August 09, 1999 8:08:07 AM Aaron Burton
Called and Spoke to Carla and she made a test call to the 800 number and

it went through fine..Closing
Referral Ticket # :
Repaired Remarks :
Monday, August 09, 1999 8:08:07 AM Aaron Burton
BS translations

Ticket # : 000000010043146
Account # : 10971893
Customer Name : SUN COAST CARRIERS INC
Problem Description : Earl called in and reported that when dialing from 2288312832 to 5047374573 he recevied a recording stating his service had been temp. interupted. Please check and contact Earl at 2288312832
Trouble Code : ROC
Ticket History :
Tuesday, August 10, 1999 9:37:19 AM Barbara Riggs
checking...
Tuesday, August 10, 1999 9:57:43 AM Barbara Riggs
entered this with Bell and they called me back to let me know that the customers lines are working fine that it is the numbers they are calling. I called Earl back to let him know this and he was on the phone I left the info with Becky and told her that as soon as we know the trouble is corrected we will give them a call back.
Tuesday, August 10, 1999 11:45:54 AM Rebekah Brothers
reassigned ticket to ld switched per Sales Rep. This problem is due to the Fiber Cut in LA
Tuesday, August 10, 1999 11:49:00 AM Aaron Burton
Looks like Bellsouth is not sending ANI on trunk group 1910 in Gulfport Switch, I currently have a ticket out to Switched ACAC ZM025085. If you have any tickets from this area, please call the customer and let them know that we are working on the problem with Bellsouth. Called Customer to let them know whats going on
Tuesday, August 10, 1999 4:47:58 PM Aaron Burton
Closing Customer said he switched to AT&t
Referral Ticket # :
Repaired Remarks :
Tuesday, August 10, 1999 4:47:58 PM Aaron Burton
bELL tRANSLATIONS

Ticket # : 000000010043157
Account # : 10722080
Customer Name : ALLEN BEVERAGES INC
Problem Description : Grey called in reporting when calling out ld they are getting "Your Service has bee Temporarily Interrupted." He was trying to call 5123288090 from 2288314343. THanks.
Trouble Code : ROC
Ticket History :

Tuesday, August 10, 1999 11:07:24 AM Pam Duncan
smc
Tuesday, August 10, 1999 11:13:42 AM Aaron Burton
checking
Tuesday, August 10, 1999 11:15:55 AM Aaron Burton
Looks like Bellsouth is not sending ANI on trunk group 1910 in Gulfport Switch, I currently have a ticket out to Switched

ACAC ZM025085. If you have any tickets from this area, please call the customer and let them know that we are working on the
problem with Bellsouth. Called Customer to let them know whats going on
Tuesday, August 10, 1999 4:46:42 PM Aaron Burton
Called Customer he can make Ld CALLS now..Clsoing
Referral Ticket # :
Repaired Remarks :
Tuesday, August 10, 1999 4:46:42 PM Aaron Burton
Bell translations

Ticket # : 000000010043160
Account # : 10859262
Customer Name : SMITH OLIVER L
Problem Description : Mary reported that when dialing LD, they are receiving our interruption recording, "Your service has been temporarily interrupted, call 8002393000." Called from ani is 2282553018 and called to ani 9182513818 at 10:00 a.m. I checked called from ani in switch inquiry and it is allowed for all dialing. Mary can be contacted back at 2282553018. Please check.
Trouble Code : ROC
Ticket History :
Tuesday, August 10, 1999 11:07:01 AM Pam Duncan
smc
Tuesday, August 10, 1999 11:13:22 AM Aaron Burton
checking
Tuesday, August 10, 1999 11:14:58 AM Aaron Burton
Looks like Bellsouth is not sending ANI on trunk group 1910 in Gulfport
Switch, I currently have a ticket out to Switched
ACAC ZM025085. If you have any tickets from this area, please call the customer and let them know that we are working on the
problem with Bellsouth. Called Customer to let them know whats going on
Tuesday, August 10, 1999 4:43:44 PM Aaron Burton
Tried Calling Customer got RNA this should be fixed Bell South
Translations
Wednesday, August 11, 1999 8:12:39 AM Aaron Burton
Customer can make LD Calls..Closing
Referral Ticket # :
Repaired Remarks :
Wednesday, August 11, 1999 8:12:39 AM Aaron Burton
BS Translations

Ticket # : 000000010043166
Account # : 10715696
Customer Name : COOPER CHARLES - AGENT FOR ALLSTATE INS
Problem Description : Charles called in reporting that when calling ld they are getting blockage recording. He has tried to call 6019812918. Thanks..
Trouble Code : ROC
Ticket History :
Tuesday, August 10, 1999 11:09:02 AM Pam Duncan
smc
Tuesday, August 10, 1999 11:13:59 AM Aaron Burton
checking
Tuesday, August 10, 1999 11:19:38 AM Aaron Burton
Looks like Bellsouth is not sending ANI on trunk group 1910 in Gulfport
Switch, I currently have a ticket out to Switched
ACAC ZM025085. If you have any tickets from this area, please call the customer and let them know that we are working on the

problem with Bellsouth. Called Customer to let them know whats going on

Tuesday, August 10, 1999 4:52:33 PM Aaron Burton
Called Cusotmer he made test call closing
Referral Ticket # :
Repaired Remarks :
Tuesday, August 10, 1999 4:52:33 PM Aaron Burton
BS translatiosn

Ticket # : 000000010043168
Account # : 10706026
Customer Name : COHEN DR EDWARD R - BUSINESS ACCOUNT
Problem Description : Customer reported that they are unable to dial ld fram any of their lines. They are getting our interruption recording.Below is a few call examples. Please check and call customer, Tks!

to 601-649-6866 from 228-832-1512
to 843-665-7822 from 228-832-4475
Trouble Code : CCO
Ticket History :
Tuesday, August 10, 1999 11:12:27 AM Aaron Burton
checking
Tuesday, August 10, 1999 11:18:35 AM Aaron Burton
Looks like Bellsouth is not sending ANI on trunk group 1910 in Gulfport Switch, I currently have a ticket out to Switched
ACAC ZM025085. If you have any tickets from this area, please call the customer and let them know that we are working on the
problem with Bellsouth. Called Customer to let them know whats going on
Tuesday, August 10, 1999 4:51:43 PM Aaron Burton
Customre made test call completed closing
Referral Ticket # :
Repaired Remarks :
Tuesday, August 10, 1999 4:51:43 PM Aaron Burton
BS translations

Ticket # : 000000010043176
Account # : 10814689
Customer Name : GULF COAST BUSINESS SUPPLY COMPANY
Problem Description : Renee called in and stated that when calling LD she receives our blockage recording. She was calling to 4198417597 from 2288311046. Please check and contact Renee at 2288311019. thanks!!
Trouble Code : ROC
Ticket History :
Tuesday, August 10, 1999 11:12:43 AM Aaron Burton
checking
Tuesday, August 10, 1999 11:17:05 AM Aaron Burton
Looks like Bellsouth is not sending ANI on trunk group 1910 in Gulfport Switch, I currently have a ticket out to Switched
ACAC ZM025085. If you have any tickets from this area, please call the customer and let them know that we are working on the
problem with Bellsouth. Called Customer to let them know whats going on
Tuesday, August 10, 1999 4:48:49 PM Aaron Burton
Called customer she made test call..Closing
Referral Ticket # :
Repaired Remarks :

Tuesday, August 10, 1999 4:48:49 PM Aaron Burton
BS translations

Ticket # : 000000010037752
Account # : 10433142
Customer Name : AUTO AUCTION OF MONTGOMERY INC
Problem Description : Jerri called in and stated that they are not able to dial out Id in the Selma area. She tried a call to Dothan and it did complete for her.
she states that when she tries to call in the Selma area she recieves a recording that states that it is not necessary to dial a one so she tried to

dial without the one and she recieves a recording telling her she must dial a one. She did convey that they had some kind of explosion in her area and was not sure if this had anything to do with the trouble but needs someone to check and contact her back at 3342883399. She was calling 3348722808 from 3342883399. Thanks!!
Trouble Code : ROC
Ticket History :
Wednesday, June 30, 1999 7:24:19 AM Jo Cole
Screened tkt.- Assigned to SMC
Wednesday, June 30, 1999 8:31:33 AM Dennis Bunch
Reassigned to Alan
Friday, July 02, 1999 12:52:05 PM Alan Hall
Reviewing ticket...
Friday, July 02, 1999 1:12:17 PM Alan Hall
Called cust, Jerri.....she said working OK now....will check back Tuesday.....
Wednesday, July 07, 1999 3:01:46 PM Alan Hall
Called customer, Jerri....she was in a meeting....will return my call!....
Wednesday, July 07, 1999 3:02:28 PM Alan Hall
*
Thursday, July 08, 1999 11:34:05 AM Alan Hall
Called customer, Jerri....she said all calls completing OK....OK to close this ticket....
Referral Ticket # :
Repaired Remarks :
Thursday, July 08, 1999 11:34:05 AM Alan Hall
SEE HISTORY

Ticket # : 000000010038732
Account # : 10659639
Customer Name : MACHEN MCCHESNEY AND CHASTAIN LLP
Problem Description : Unable ot fax to Germany getting fast busy. She tried to have operator dial number and she got the same thing. I made test call from 2562646934 and got thru fine.
Trouble Code : BSY
Ticket History :
Thursday, July 08, 1999 11:33:49 AM John Sanders
Screened tkt.
Thursday, July 08, 1999 1:12:59 PM Ed Hussey
Robert
Friday, July 09, 1999 7:35:11 AM Robert Reynolds
pulled call records and see 1 call that looks like it went through. There are 3 calls that are getting treatment code 168

Protocol error. there is no dialed number on those calls so don't know if those are to germany or not
Friday, July 09, 1999 7:50:39 AM Robert Reynolds

Friday, July 09, 1999 8:11:53 AM Robert Reynolds

Friday, July 09, 1999 10:10:27 AM Robert Reynolds
keep going to a Residence in germany looks like when i make my test calls it's cutting off the last 2 digits and sending to
the residence. When customer made test calls it's giong to the business and going to recording that the number has change.
When she tries to dial new number it goes fast busy. I made several calls over different carriers and they all go to the
residence.
Friday, July 09, 1999 12:51:30 PM Robert Reynolds
Looked up previous tkt and they number dialed there had a extra 8 in it 4988612103302. made a test callt o that number and i
completed
Monday, July 12, 1999 9:16:05 AM Ed Hussey
reassigned to Alan
Tuesday, July 13, 1999 8:20:43 AM Robert Reynolds

got Melissa to make anoth call and she still is getting the recording. Got with justin and what we have decides is that bell
isn't sending us all the digits. we need to get with bell and get there translations to correct this
Tuesday, July 13, 1999 9:52:38 AM Alan Hall
Requested dispatch to customer site to verify PBX is outpulsing all digits.....if it is, will contact BellSouth....
Tuesday, July 13, 1999 9:59:32 AM Jamie Hulin
Per Alan in Service Maintenace, paged Ronnie Bradford. Customer is unable to call Germany (0114988612103302) We maintain
their CPE and should be outpulsing 13 digits and its only outpulsing 12.
Tuesday, July 13, 1999 10:06:23 AM Jamie Hulin
Talked to Ronnie and he is going to get someone by there.
Wednesday, July 14, 1999 12:33:15 PM Jamie Hulin
Keivan went to customer site and NTF. Customer said that bell had fixed trouble.
Thursday, July 15, 1999 11:42:13 AM Alan Hall
Called customer, Melissa....she said BellSouth fixed their problem and calls complete OK now....OK to close ticket....
Referral Ticket # :
Repaired Remarks :
Thursday, July 15, 1999 11:42:13 AM Alan Hall
SEE HISTORY

get's recording call can't be completed as dialed.... She is calling to 9134551571, when she calls across 233 she gets the same thing, Her rep said she is confirmed for intra. Please check and advise. Trouble phones 9319621741 and 4313
Trouble Code : ROC
Ticket History :
Friday, July 23, 1999 1:21:51 PM Pam Duncan
SMC
Friday, July 23, 1999 5:38:38 PM Shane Young
checking.
Friday, July 23, 1999 7:22:01 PM Shane Young
pulled cdrs form the 9319621741 and found 1 call to 9319384398 with no dur and 1 call to
9314732795 with .25 call dur.
Monday, July 26, 1999 7:47:35 AM Ed Hussey
assigned to Chuck
Monday, July 26, 1999 9:53:15 AM Chuck Jones
Called Cindy who says intercept message has tra-la-la tones. As Shane observed, there is an INTRA-Lata call with duration.
Cindy says she had same trouble on Saturday (7/24). I ONLY see a couple of calls to 800 #'s for that date.
Monday, July 26, 1999 9:53:50 AM Chuck Jones
Called ACAC / Rachel who confirms PIC Inter & Intra.
Monday, July 26, 1999 10:52:09 AM Chuck Jones
Called back to ACAC / Marla who advises that it does appear that there is an Intra-Lata problem. Her TT #ZW-030266.
Monday, July 26, 1999 11:50:24 AM Chuck Jones
ACAC / Mark called saying the serving office open up 233 for INTRA Lata. His report is closed.
Monday, July 26, 1999 11:53:07 AM Chuck Jones
Called customer & advised the person who answered (not Cindy) to try their Intra-Lata & advise me.
Wednesday, July 28, 1999 6:00:43 PM Chuck Jones
Call records look good. Closing report.
Referral Ticket # :
Repaired Remarks :
Wednesday, July 28, 1999 6:00:43 PM Chuck Jones

Ticket # : 000000010043132
Account # : 10858454
Customer Name : DIAMONDHEAD FIRE PROTECTION
Problem Description : Geting ITC's blockage recording when dialing LD from 2282555560 and 2282555568. I have checked and these numbers are in the switch.
Trouble Code : ROC
Ticket History :
Tuesday, August 10, 1999 9:15:53 AM Jeanene Fleming
screened ticket
Tuesday, August 10, 1999 10:05:46 AM Dennis Bunch
Assigned to Chuck
Tuesday, August 10, 1999 10:42:04 AM Ed Hussey
This is related to a trbl Dennis is working and has ref'd to ACAC; see tkt 43072. Bell is not sending ANI delivery on this
TG (1910 out of Gulfport).

tag, no tones.
Gave report to Bell Resale / Janea Their ticket will be 704-861-0080 - 7/9/99.
Friday, July 09, 1999 2:05:25 PM Chuck Jones
I had Linda conferance me to 704-309-3941 & thus heard the intercept & fail to ID it.
Monday, July 12, 1999 8:23:52 AM Chuck Jones
Bell left VM on Friday @ 6:38 PM CDT saying that XLTN's problem was corrected to 704-309 & that 336-407 was NTF.
Monday, July 12, 1999 8:48:35 AM Chuck Jones
Had Linda test & both numbers work for her. I'm not sure that 336-407-9280 is fixed, or @ least concerned that Bell reported NTF.

Closing report.
Referral Ticket # :
Repaired Remarks :
Monday, July 12, 1999 8:48:35 AM Chuck Jones

Ticket # : 000000010039419
Account # : 10711901
Customer Name : PAULDING COUNTY CHAMBER OF COMMERCE
Problem Description : Jerry called in and stated that when calling LD she receives a recording stating please dial 1 area code and the number, and then when dialing 1 area code and the number it tells you it is not neccesary. Please check, she stated she tried calling 7704438873 from 7704456016 and received the recording/
Trouble Code : ROC
Ticket History :
Wednesday, July 14, 1999 9:35:54 AM Johnny Flynn
Screened
SMC
Wednesday, July 14, 1999 10:19:38 AM Ed Hussey
Chuck
Thursday, July 15, 1999 10:04:51 AM Chuck Jones
Gave report to Resale / Beverly. Committment is today, 19:00 Hrs.
Thursday, July 15, 1999 5:48:03 PM Chuck Jones
Left VM for Jerri Carruth.
Friday, July 16, 1999 3:12:57 PM Chuck Jones
Young man who answered made test call and reports that it is OK.

Closing report.
Referral Ticket # :
Repaired Remarks :
Friday, July 16, 1999 3:12:57 PM Chuck Jones

Ticket # : 000000010040698
Account # : 10463370
Customer Name : HIBBETT SPORTING GOODS INC
Problem Description : Cindy stated that when she makes intra lata calls she

Referral Ticket # :
Repaired Remarks :
Tuesday, July 27, 1999 3:06:39 PM Alan Hall
SEE HISTORY

Ticket # : 000000010038685
Account # : 10913390
Customer Name : MULTIMETCO INC - MASTER
Problem Description : Still unable to call new NPA (New Jersey) 856-384--7000.
Goes to DLT-02. Old (permissive) NPA is 609.
Trouble Code : CCO
Ticket History :
Thursday, July 08, 1999 9:30:22 AM John Sanders
Changed to SMC bucket.
Thursday, July 08, 1999 9:44:40 AM Chuck Jones
Gave report to Resale. Call records show calls coming to BHM (TG-2104) as 256-856-3847.
Thursday, July 08, 1999 5:09:58 PM Chuck Jones
Bell / Melton called saying they have no validation of this new NPA. I asked him to refer it to their validating authority.
Friday, July 09, 1999 5:05:24 PM Chuck Jones
Larisa P. says that our new NPA assignments come from Bridget Alexander, West Point. (706-385-8590 / 8090)...
Tuesday, July 13, 1999 11:04:47 AM Chuck Jones
See scads of call records on 7/9/99 from Bell & from Cindy.
Cindy says Bell left her a VM after fixing this.

Closing report.
Referral Ticket # :
Repaired Remarks :
Tuesday, July 13, 1999 11:04:47 AM Chuck Jones

Ticket # : 000000010038858
Account # : 10873305
Customer Name : LEDBETTER PAVEMENT MARKING INC - GASTONI
Problem Description : Linda reports that when calling 704-309-3941 she goes to intercept "hang up & try again."
Calling 336-407-9280 her call goes high & dry.
Trouble Code : CCO
Ticket History :

Friday, July 09, 1999 9:57:37 AM Chuck Jones
Checking.
Friday, July 09, 1999 10:09:19 AM Chuck Jones
Seeing records of calls to 336-407-9280 with no duration. Calls to 704-309-3941 do not show in records.
Friday, July 09, 1999 10:09:43 AM John Sanders
Changed to SMC bucket.
Friday, July 09, 1999 2:03:57 PM Chuck Jones
Calls to 336-407-9280 are handed to Bell / Greensboro on TG-1908 (AC-212852) This is GTE-Mobilnet, Winston-Salem.
Calls to 704-309-3941 (Charlotte / Nextel) go to "If you want to place a call, hang up & try again" with female voice, no

Thursday, August 12, 1999 7:30:45 AM Ed Hussey
This trouble was fixed on Tues...Bell xltns...closing
Referral Ticket # :
Repaired Remarks :
Thursday, August 12, 1999 7:30:45 AM Ed Hussey
c rmks

Ticket # : 000000010044520
Account # : 10930204

Ticket # : 000000010046195
Account # : 10463750
Customer Name : THE BARCLAY AGENCY
Problem Description : Clara Spivey 334-279-0918 reports unable to dial

320-837-2000

"Your call cannot be completed....check the number...."

I tried received the same thing.

The old area code is 612. I tried this number my call completed fine.

Please check.Thanks!!!!
Trouble Code : CCO
Ticket History :
Tuesday, August 31, 1999 8:28:45 PM Lamar Alverson
CHKG !!!
Tuesday, August 31, 1999 9:29:32 PM Lamar Alverson
I pulled call records from 8/31/99 on 3208372000 & see 3 calls with no call duration on them .
They orig Bham trk grp 2143 & term Bham trk grp 7208 .
These calls were not treated & the originating end terminated the calls .

You can call this # using 612 (6128372000) & it completes .
The trbl is within the area code change .
Wednesday, September 01, 1999 1:41:35 PM Dennis Bunch
Reassigned to Chuck
Wednesday, September 01, 1999 4:01:35 PM Chuck Jones
This appears to be a far-end problem.
Spoke with Clara & suggested that she continue to use the old NPA & suggest to her contact in MN that they report it to thier
LEC. The intercept announcement is from Bell System.

Closing report.
Wednesday, September 01, 1999 4:02:25 PM Chuck Jones

Referral Ticket # :
Repaired Remarks :
Wednesday, September 01, 1999 4:01:35 PM Chuck Jones
New NPA within permissive dialing period.

Ticket # : 000000010038955
Account # : 10637049
Customer Name : T A PROVENCE & COMPANY INC
Problem Description : Dan Cleveland called reporting problems with local service. He has facilities.
When he calls from 3346614212 to 3344335424 or any other # at his office he gets a fast busy. When I dial it I am able to get through to it ringing (there is no one at the office today).
Dan is calling from his home, he made a testcall from 3346614212 to 3344335424 at 8:30a.m.

Please check this and call Dan back at 3346614212.

3344326305
3344333132
3344335424
3344335425
3344338483
Trouble Code : BSY
Ticket History :
Saturday, July 10, 1999 10:02:51 AM David Cecil
Checking
Saturday, July 10, 1999 11:32:11 AM David Cecil
Referred the following five lines as LYFU circuits to BS UNE - RENNA
334-433-3132 - A2-lyfu-456759 sc Ki003259
334-433-5424- A2-lyfu-456757 sc Ki003260
334-433-5425- A2-lyfu-456758 sc Ki003261
334-433-8483- A2-lyfu-456761 sc Ki003262
334-432-6305- A2-lyfu-456760 sc Ki003263

All NDT when tried from business and when called from 334-661-4212 which

is a bell number
they get fast busy,Reena called from her number and gets regular busy.
When I call from 2562414162 I get RNA.
Sunday, July 11, 1999 8:47:29 AM Christi Fulenwider
Dan Cleveland called into to get update on this trouble ticket. I called switchroom & they asked that I get a number that he
was calling from & they would call him back with update on this ticket.
Sunday, July 11, 1999 8:51:06 AM Christi Fulenwider
Emailed Lamar to call Dan back @ 334-661-4212.
Sunday, July 11, 1999 9:11:53 AM Lamar Alverson
Calling customer now .
Sunday, July 11, 1999 9:17:12 AM Lamar Alverson
Mr Cleveland said the tech he had talked to yesterday said that he would refer this to Bell & one of the Bell techs would be

contacting him : He has not heard anything from anybody so I told him I will call the UNE center to get a status on this trbl
& see when they will need to contact Mr Cleveland because he needs to know so he can make plans around that time .
Sunday, July 11, 1999 9:38:45 AM Lamar Alverson
I am talking to Dennis with the Bell UNE Center & he said he will try to get someone out there to the site to work on this .
I conferenced in Mr. Cleveland & he said he could be reached by Cell Phone # 3342320250 & he would be within 30 minutes of
his office all day . Dennis will try to get someone out there & call Mr. Cleveland on his Cell Phone when he has someone
dispatched .
Monday, July 12, 1999 7:26:37 AM David Cecil
Called BS UNE -Reena says all lines good in CO and it was dispatched to outside and tested good at the ini. But when she
began to read each ticket she found that

Ki003259 inside good, outside good,all tickets good except 3260
Ki003260 handed off to central office,the says that 3262 is in trouble,
pending right now to be dispatched this morning
Ki003261 inside good,outside good,
this says is pending for dispatch this morning
ki003262 inside good,dispatching this morning.
ki003263 inside good,dispatching this morning
Glyds is escuating to get them out there first thing this morning.
Monday, July 12, 1999 9:23:09 AM Lamar Alverson
Randle with UNE said the outside tech has went out there & said they they do have dial tone . They cann call out & receive
calls in . The trbl is just from certain NXX's 661 that cannot call in .
Monday, July 12, 1999 9:37:28 AM David Cecil
Talked to Dan,he says all lines are ok now at site and the only problem left is that 661 exchange can not call his numbers at
work,Bell South is working on it now and he gives permission to close this ticket and thanks for our checking his lines.
Referral Ticket # : see history 5 tickets on one ticket
Repaired Remarks :
Monday, July 12, 1999 9:37:28 AM David Cecil
Cant dial from exchange 661 to these lines.

Ticket # : 000000010041330
Account # : 10666055
Customer Name : SOCOMM
Problem Description : Danny states that 2052883825 cannot reach 7706002241 getting dead air.
Trouble Code : HAD
Ticket History :
Wednesday, July 28, 1999 11:37:59 AM Amanda Bright
Screened Tckt. SMC.
Wednesday, July 28, 1999 12:43:07 PM David Cecil
Checking

Wednesday, July 28, 1999 1:48:29 PM David Cecil
Referred trkgrp 1920 atl 26 code is ac208133 dialing out to 7006002241 getting 120 ipm when dialed from call example
2562414162 .

Thursday, July 29, 1999 4:06:48 PM Dean Smith
Mark, BellSouth ACAC called and requested that we allow them to dial test call via our Network....912-366-0629 and
912-262-0784 were added by Jennifer Hayes for temporary test use by BellSouth translator to troubleshoot this issue....
Friday, July 30, 1999 2:24:14 PM David Cecil
Called customer at Mark's request to check this trouble.
Referral Ticket # : zg035134
Repaired Remarks :
Friday, July 30, 1999 2:24:15 PM David Cecil
MArk with Bell cured the trouble.

Ticket # : 000000010043777
Account # : 10008076
Customer Name : JOE MONEY MACHINERY
Problem Description : Mandy called in and reported that when dilaing from 2058495680 to 9318372863 and any other Ld calls she either gets communication error of a fast busy. Please check and contact Many
Trouble Code : BSY
Ticket History :
Friday, August 13, 1999 11:24:28 AM Jeanene Fleming
screened ticket
Friday, August 13, 1999 11:26:10 AM John Sanders
Screened tkt to SMC bucket. Customer is LD/Local resale/Data svcs.
Friday, August 13, 1999 11:56:01 AM David Cecil
Checking
Dennis and I are working on this now.
Saturday, August 14, 1999 3:30:04 PM Ed Hussey
cdrs show good calls; d/grading and placing on hold
Saturday, August 14, 1999 6:58:59 PM Ed Hussey
closing since I see good calls; the rfo is Bell translations problem
Referral Ticket # :
Repaired Remarks :
Friday, August 13, 1999 11:56:01 AM David Cecil
Checking
Dennis and I are working on this now.
Saturday, August 14, 1999 6:58:59 PM Ed Hussey
c rmks

Ticket # : 000000010043817
Account # : 10655777
Customer Name : DIRECT CABLE TV
Problem Description : customer can not make any 1 + dialing. Please check and call him back.
He can not even dial 1-800 and get through.
Trouble Code : CCO
Ticket History :
Friday, August 13, 1999 1:57:59 PM Jo Cole
Screened tkt- assigned to SMC
Friday, August 13, 1999 1:58:05 PM Jo Cole
..
Friday, August 13, 1999 3:31:51 PM Jerry Blue
assigned
Saturday, August 14, 1999 12:57:39 PM Ed Hussey
This was a bell trans problem...see good cdr's from orig nr call came in on GPT TG 1939..

Referral Ticket # :
Repaired Remarks :
Saturday, August 14, 1999 12:57:39 PM Ed Hussey
c rmks

Ticket # : 000000010044407
Account # : 10973238
Customer Name : FENNELL HOLDINGS INC/MASTER
Problem Description : When they are dialing to a particular number - 843-336-4333 calling from 843-723-0009 the customer is getting a recording that you must first dial a 1+area code. They did dial this number as a LD call- The call would not go through. They called to 520.434-4406 and the call complete without problems.

Had customer test call to 10102331-843-336-4333 and the call went to a error tones.

Pls chek and advise
Trouble Code : ROC
Ticket History :
Wednesday, August 18, 1999 8:41:46 AM John Sanders
Screened tkt to SRC bucket. Customer making LD call from Facilities line.
Wednesday, August 18, 1999 8:57:01 AM Johnny Flynn
Checking
X1735
Wednesday, August 18, 1999 9:55:13 AM Johnny Flynn
Checked and lines have not cut over to us so customers has only LD with us @ this time.

DIRECTORY NUMBER:
>8437230009

DN: 8437230009
TYPE: UNASSIGNED

DIRECTORY NUMBER:
>8437230111

DN: 8437230111
TYPE: UNASSIGNED

Reassigning to SMC.
Wednesday, August 18, 1999 9:55:42 AM Johnny Flynn

Wednesday, August 18, 1999 10:20:16 AM Dennis Bunch
Assigned to David
Wednesday, August 18, 1999 10:49:50 AM David Cecil
Requesting cable pair test on this line for LATA call failure.ETR 5:30pm

today
Wednesday, August 18, 1999 2:55:38 PM Teri Willis
Please e-mail Wade Lescord when problem is corrected.
Friday, August 20, 1999 1:27:03 PM David Cecil
Dawn says working since 2pm yesterday.Closing ticket.
Referral Ticket # : ttn0361531
Repaired Remarks :
Friday, August 20, 1999 1:27:04 PM David Cecil
trouble cleared.

Ticket # : 000000010045831
Account # : 10635670
Customer Name : ITC DELTACOM - BIRMINGHAM AL SWITCH
Problem Description : In the BRHM

5500..."0247-13,T1:MJ,RED,SA,08-27,10-36-16,NEND:\"Red alarm\":,ISLTD"
Trouble Code : 706
Ticket History :
Friday, August 27, 1999 11:11:08 PM Aaron Burton
Cant loop Smartjack CAlling ACAC
Saturday, August 28, 1999 1:03:38 AM David Cecil
Checking sif 146197 at Delta-bhm 268-27
Saturday, August 28, 1999 1:17:12 AM David Cecil
looks good,checked with AAron and he says to check with scc ,they show it
still in alarm,checked with AAron,he says call it
out to BS as T1 trouble,giving id as T4/HCGN/691311/SC RED ALARM TO Alex
Saturday, August 28, 1999 8:14:36 AM David Cecil
Was not built in their broadband switch.
Referral Ticket # : ov025465- steve-lynn
Repaired Remarks :
Saturday, August 28, 1999 8:14:36 AM David Cecil
Cleared alarm per Wayne

Ticket # : 000000010043044
Account # : 10974277
Customer Name : KENNEDY HOMES INC
Problem Description : Jim called in and reported that when dialing 843-275-0000
from 7047340849 you recevie number has been d/c. please check and contact Jim
Trouble Code : ROC
Ticket History :
Monday, August 09, 1999 3:43:13 PM Jeanene Fleming
screened ticket
Monday, August 09, 1999 5:40:40 PM Lamar Alverson
I tried calling 843-275-0000 & got the same recording & also tried it
over AT&T & SPRINT & get the same thing .
It appears the trbl is in the calling to party's local telco .
Monday, August 09, 1999 5:41:42 PM Lamar Alverson
Placing tkt on hold as the customer hours are 8 till 5 .
Tuesday, August 10, 1999 8:03:36 AM Dennis Bunch
Reassigned to Dean
Tuesday, August 10, 1999 1:20:16 PM Dean Smith
i have checked routing on this we are sending the call to TSC AC200440 in
Florence SC . I have tested the call to number with
BS local repair and it is a good working number , I have called BS UNE and
opened ticket on sending call to theis trkgrp in

Florence AC200440 . BS ticket # CI005260
Tuesday, August 10, 1999 1:39:45 PM Dean Smith
I have just spoke to BS UNE about this trbl report I have given them the wrong TSC code It should have been AC199113. they
are checking again.
Tuesday, August 10, 1999 2:00:03 PM Dean Smith
John with BS called in to adv they found a problem in the screening table, for this call , I have tested the call from my line
. and have called customer Jim and adv this has been corrected ,Jim made antest call and it went through, Closing ticket.
Called BS UNE and closed there ticket
Referral Ticket # : CI005260
Repaired Remarks :
Tuesday, August 10, 1999 2:00:03 PM Dean Smith
Screenig table trbl

Ticket # : 000000010037320
Account # : 10011971
Customer Name : MARTIN SUPPLY INC
Problem Description : Paul Sturdivant called and said that they can't dial out to toll free numbers. They can reach some toll free but most give a fast busy. Please contact Paul or Ken Hoots at 2057520421
Trouble Code : CCO
Ticket History :

Saturday, June 26, 1999 11:41:49 AM Cindy Collins
These are the ani's in the account

2053451940
2057508605
2057520421
2057520422
2057526996
2057587027
2057594562
2057594605
2057594622
2057595175
2562303339
2562306064
2562306308
2563502584
2563509968
2563518286
2563518512
2563550704

ANI A
2563551740
2563551751
2563551781
2563552279
2563553349
2563553755

2563553867
2563556311
2563557810
2563558353
2563810503
2563812220
2563813677

2563814545
2563815382
2563818202
2563832008
2563833131
2563833132
2563833133
2563833134
2563833136
2563833885
2563836463
2563837128
2563838823
2563899447
2565840227
2565867203
2565867262
6018691121
6018691141
6018691161
6018691181
6018691800
6628691121
6628691141
6628691161
6628691181

6628691800
9312700992
9312700997
9312701096
9316800413
9316844484
9316844491
9316849145
9316849370
9316849514
9316851246
ANI
9316851246

Saturday, June 26, 1999 1:07:55 PM Aaron Burton
Customer called 4 800 number friday and compoleted on all 4. See NO calls from the called from number today nor any to the
800 number he is trying to call, Called 800 number connected

Monday, June 28, 1999 8:13:08 AM Dennis Bunch
Reassigned to Dennis
Monday, June 28, 1999 3:33:16 PM Dennis Bunch
I checked to RESP ORG on 800-366-3600 and it is Litel so I checked and this customer is a local resale customer as well. I
called Bellsouth Resale and spoke with Shawn and she gave me a commitment time of no later than 12pm tomorrow.
Wednesday, June 30, 1999 8:42:14 AM Dennis Bunch
I called Bellsouth Resale and they said that they are still working on the trouble.
Thursday, July 01, 1999 9:48:21 AM Dennis Bunch
I called Bellsouth Resale and spoke with Kimberly and she said that she is showing that trouble was cleared at 5:01 this
morning. I called Paul and he said that they are still unable to get thru to the toll free number.
Friday, July 02, 1999 8:52:12 AM Dennis Bunch
I called Paul and he said that they are still having the trouble so I called the Resale Service Center and reopened trouble.
I got a commitment time of 3pm today.
Friday, July 02, 1999 1:17:44 PM Dennis Bunch
Mary with Bellsouth called in and said that trouble should be fixed, I put her on hold and called Paul and he tried a test
call and it completed. I told Mary to close out their ticket and told Paul if they have anymore problems to call us back.
Referral Ticket # : 12pm 6/29/99
Repaired Remarks :
Friday, July 02, 1999 1:17:44 PM Dennis Bunch
Bellsouth had a translations problem in their Tuscaloosa Switch.

Ticket # : 000000010039903
Account # : 10689164
Customer Name : DRUG RESEARCH SERVICES INC
Problem Description : Lee called in and stated when calling LD from ani 5044561433 he receives our blockage recording. He was calling to 2155400700.
Please check and contact Lee at 5044561433. Thanks
Trouble Code : ROC
Ticket History :
Monday, July 19, 1999 9:06:11 AM Lori Whisenant
screened
Monday, July 19, 1999 9:31:00 AM Dennis Bunch
Assigned to Alan
Monday, July 19, 1999 10:05:14 AM Debbie Tidwell
Update:Please contact Lee ASAP. He wants to know when the trouble is correted.

Monday, July 26, 1999 8:20:07 AM Dennis Bunch
Reassigned to Dennis
Monday, July 26, 1999 10:08:55 AM Dennis Bunch
This trouble was due the problems we had with trunk group 1935 in the Gulfport Switch, Bellsouth had a CIC mismatch on their
trunk group.
Referral Ticket # :
Repaired Remarks :
Monday, July 26, 1999 10:08:55 AM Dennis Bunch
This trouble was due the problems we had with trunk group 1935 in the

Gulfport Switch, Bellsouth had a CIC mismatch on their
trunk group.

Ticket # : 000000010043117
Account # : 10888493
Customer Name : BILLY HEWES REAL ESTATE
Problem Description : Customer reported that they are unable to dial ld from 228-832-6294 (fax) they get our interruption recording. I'm showing that ani in the switch for service. One of the #'s they tried to call and got that recording was 614-854-2322. I made a test call and got through fine. Please check, Tks!
Trouble Code : CCO
Ticket History :
Tuesday, August 10, 1999 9:16:55 AM Jeanene Fleming
screened ticket
Tuesday, August 10, 1999 10:05:11 AM Dennis Bunch
Assigned to Dennis
Tuesday, August 10, 1999 10:30:31 AM Ed Hussey
Dennis found out that all calls coming in on GPT TG 1910 don't have any called from numbers which is why they're
failing...he's currently on the phone w/BellSouth. I busied out all the trunks and called Karen to see if maybe Bell has set
up another path where they're .
delivering the ani correctly, but Karen's test calls failed. Per Dennis, he has opened a tkt with switch ACAC on this...
Tuesday, August 10, 1999 10:46:07 AM Dennis Bunch
Opened ticket ZM025085 with Mark at Switched ACAC he is sending trouble out to the NISC.
Tuesday, August 10, 1999 12:52:39 PM Aaron Burton
Called Bell for Status..Got first Level escalation to Barry Ragsdale @ 205988737.
Tuesday, August 10, 1999 12:55:41 PM Aaron Burton
Barry's number is 2059887237
Tuesday, August 10, 1999 12:56:43 PM Aaron Burton
Left VM for Barry to call back.
Tuesday, August 10, 1999 1:53:33 PM Dennis Bunch
I called Bellsouth for status and spoke with Rachel and she said that the NISC did some changes and asked to have our
customer's try another call. Shane called a customer and they are still getting the blockage recording so I called Rachel
back. Rachel had already gotten word from Ed that the problem still exists and she was referring problem back to the NISC. I
asked for second level escalation and Rachel said it wouldn't matter but she would ask for second level escalation but she
gave me no name.
Tuesday, August 10, 1999 2:53:59 PM Dennis Bunch
Rachel called back and said that the NISC made some more changes and wanted us to have some test calls made. She also said
that second level escalation was to Lamar Ballard, I called customer and spoke with Billy Hewes and he is still getting
blockage recording. Aaron and Jerry were on line with Barry Ragsdale at ACAC so I had them tell Barry that problem still
exists.
Tuesday, August 10, 1999 5:03:06 PM Dennis Bunch

I worked on this for a couple of hours with Barry Ragsdale at ACAC and finally Barry had the NISC remove the ANIDELV field in their switch and put it back in. When they did this calls started completing over trunk group 1910, I told Barry to hold his ticket and we would watch this for 24 hours. I called Karen and she said that calls are completing now, and it appears that all other dialing troubles out this area are clear.
Wednesday, August 11, 1999 8:50:10 AM Dennis Bunch
I checked trunk group 1910 and everything is ok, closing out ticket.
Referral Ticket # : ZM025085
Repaired Remarks :
Wednesday, August 11, 1999 8:50:11 AM Dennis Bunch
Bellsouth had to delete and readd the ANI delivery field out of their switch to get trouble to clear.

Ticket # : 000000010044580
Account # : 10676732
Customer Name : FARMERS CELLULAR TELEPHONE INC
Problem Description : Can't call 7703582374
Trouble Code : CCO
Ticket History :
Thursday, August 19, 1999 9:38:01 AM Alan Hall
Reviewing ticket.....
Thursday, August 19, 1999 10:19:01 AM Alan Hall
Found calls in CDR's.....770358 calls are being routed to ATLNGABU01TD2171 (FGD's) and fail.....test calls to 770708 and 770751 #'s are routed to ATLNGAPK02TC1215 (IMT's).....these are the route first choices....770358 has a second choice of ATLNGAPK02TC1215 and a call completed on this try....sending to DBA for resolution.....
Thursday, August 19, 1999 10:53:53 AM Wayne Moon
Routing has been changed to alternative route (Index 6 this was index 7. This will need to be changed when Bell correct problem). A trouble needs to be called out to Bell for trunk group 2171. The LERG indicates that should terminate to this group sending 10 digits. According to the call record this is what we are doing. After Bell Corrects the problem we will reroute back to this group.
Thursday, August 19, 1999 11:03:27 AM Dennis Bunch
Assigned back to Alan
Thursday, August 19, 1999 11:40:24 AM Alan Hall
I called BellSouth ACAC to open a ticket on this TRKGRP, TSC AC193744....Per Jerry with BellSouth, the LERG says 770358 calls should tandem through Norcross, GA; not Buckhead, GA....ticket not opened....assigning back to DBA...
Thursday, August 19, 1999 11:41:23 AM Alan Hall
*
Thursday, August 19, 1999 11:59:55 AM Jo Cole
LG104DF Local Exchange Routing Guide
8/19/99 NPA NXX Retrieval 11:5

For NPA NXX... : 770 358 NPA/NXX Effect Date :

Lata : 438
Lata Location : ATLANTA GEORGIA

Tandem CLLI : ATLNGABU01T End Office CLLI : BRVIGAMA35A
Status : Status :
Eq Type : 4E Eq Type : 5BR
Effect Date : Effect Date :

Orig Function : Term Function : D

Vertical Horizontal Rate Center Abbrev : BARNESVL

Rate Center 07370 01972
End Office 07372 01973 Locality Name : BARNESVL
Locality County :
OCN : 9417 State : GA
OCN Name : BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL
Portable Indicator: Y

F3=Exit
Thursday, August 19, 1999 12:02:44 PM Wayne Moon
Please trun out to Bell again and refer to infomation above per the August 1999 LERG the Atlngabu01t is the tandem, not Norcross. Assigning back to SMC
Thursday, August 19, 1999 3:23:38 PM Alan Hall
*
Thursday, August 19, 1999 4:49:38 PM Dennis Bunch
Alan has this referred out to Bellsouth Switched ACAC ticket number ZG038146.
Friday, August 20, 1999 7:12:49 AM David Cecil
Lerg should go to norcross tandem not the buckhead tandem. Per Rachael .
Friday, August 20, 1999 11:44:03 AM Dennis Bunch
I got Jerry Blue involved in this and he got with Wayne Moon in Database, per Wayne he is going to get everything straightened out with Bellsouth on this. In the meantime customer is able to complete calls due to the reroute so I am closing out ticket.
Referral Ticket # : ZG038146
Repaired Remarks :
Friday, August 20, 1999 11:44:04 AM Dennis Bunch
There is a discrepancy on how the LERG should route on this but it looks like Bellsouth is routing call wrong.

Ticket # : 000000010039914
Account # : 10807212
Customer Name : NICOLL'S LIMOUSINE SERVICE INC
Problem Description : Mike is getting blkg rec. your services have been temp.
interrupted please call our customer support center at 8002393000, when he
calls 8474390980 from 5044547722 and 5044547242, I sent p1 switch an e-mail
to verify that they are in all switches and they said the anis are. I made a
test call to the ani from 2562646931 at about 915am and call completed.
Please check and advise. Thanks
Trouble Code : ROC
Ticket History :
Monday, July 19, 1999 9:27:37 AM Lori Whisenant
SMC

Monday, July 19, 1999 10:29:20 AM Dean Smith
checking
Monday, July 19, 1999 10:59:38 AM Dean Smith
I have pulled call records on the called to number and have found multiple calls with trmt code 85 , all of these calls
origionate on trk 1935 NWORLASWCG0D1935 all have the origionating Ani replaced with 7233011. I have called Donna Dietz with
BS Translations , She has adv me to cantact Switched ACAC to open a ticket on this ,the TSC is AF156437.
Monday, July 19, 1999 11:29:02 AM Dean Smith
David with ACAC has called back with ticket ZM024637 NO ETR at this time
Monday, July 19, 1999 1:32:24 PM Aaron Burton
Dean 1st level was too Wes Wilcox
Monday, July 19, 1999 3:02:17 PM Ed Hussey
This was escalated to Radford/Switched ACAC 2nd level...he called me to ask exactly what we were seeing on the failed calls.
I told him from Dean's remarks above that they were delivering 7 digits only: 7233011 when we need to have 10 from our
switch. David ACAC called in to discuss this with me.
I pulled up call records from 504 and don't see the failed calls Dean is talking about. Pulled up OMSHOWS for today for TG
1935 in Gulfport and they're not bad at all: 817 incoming with 5 preroute abandons and 7 infails. Told David to put his
ticket on hold and I'll get back with him...
Monday, July 19, 1999 3:25:23 PM Ed Hussey
Pulled call records for all calls from 504 454 7722 and seeing what Dean was talking about now:
it seems like each call from that number today comes in with a good dialed

number but our outpulsed digits in the CDR are
7002000000 and in the ANISP field we're getting 7233011. The calls fail due to trtcode 85. That's a new one on me! I
busied out TG 1935 and calls are completing...
Monday, July 19, 1999 6:18:32 PM Shane Young
daivd called in and and that trns found some things that were wrong and they corrected.
he wanted to know if we could rls it and get test calls made. i rls chnl 1 and 2 and getting a res on them i did an rts idl
and they went id and now both channels have calls on them
david asked me to check and see if 5048850827. me made test calls and i pulled cdrs and the calls orig on trk 1935.
wess(trans) said that he got a call to fail. he blved this one his this trkgrp. i asked if ok to bsy trks on his end and rts
when they need a test call. i told him to go ahead and i leave alone on mine so he can just turn his up to make a call.
Monday, July 19, 1999 7:47:37 PM Aaron Burton
Wes called up and made a test call to Alabama I saw his call hit and stay up and while he was on the line, I had Shane pull a
call records from the switch to the called number and we saw the call as well as we saw him zending 10 digits. Asked Wes what
they found wrong and he said they found the trunk class code wrong on the trunkgroup. I asked him to hold his ticket till the
AM to see if calls are completing like they should
Tuesday, July 20, 1999 7:42:27 AM Ed Hussey
I put all the ckts in SWG 1935 back in-svc; monitoring to see if they are

taking calls...
Tuesday, July 20, 1999 7:44:06 AM Ed Hussey
See the trunks taking calls; will call Mike/cus to have him make test calls from all of his lines. Yesterday
when the TG was busied out he was still failing from the first line...they're not in yet. Will try again later...
Tuesday, July 20, 1999 2:48:22 PM Ed Hussey
Customer is still not in; left message with their answering service to call if they experience more troubles..
closing to BellSouth xltns trbl..
Referral Ticket # : ZM024637
Repaired Remarks :
Tuesday, July 20, 1999 2:48:22 PM Ed Hussey
c rmks

Ticket # : 000000010040071
Account # : 10825545
Customer Name : EARLS PLUMBING HEATING & REPAIR SVC LLC
Problem Description : Kerry called in to report thqt he is unable to dial out LD. When he tries to dial out from 5048875314 and 5048875318 he is getting our blockage recording stating that his service has been interupted. I did explain to him that we were aware of trouble in the 504 area code but that I would send a ticket on this. Please check and contact Kerry at 5048875312. THANKS!!
Trouble Code : ROC
Ticket History :
Monday, July 19, 1999 4:58:07 PM Rena Clark
screened
Monday, July 19, 1999 4:59:05 PM John Sanders
Screened tkt.
Tuesday, July 20, 1999 4:52:34 AM Chris Bellamy
Checked and this is a part of the problem in Louisiana. I checked calls and the called from # 5048875314 it was calling
7002000000, and it got a treatment code of 58 (Generalized No CKT). I pulled records from Called to # 4088472221 and seen
calls failing to it also, I was seeing the calls made from 7233011, and when I looked at it, I was seeing 7002000000
outpulsed.

Tuesday, July 20, 1999 8:45:31 AM Ed Hussey
This is now fixed; it was BellSouth xltns prob
Referral Ticket # :
Repaired Remarks :
Tuesday, July 20, 1999 8:45:31 AM Ed Hussey
BellSouth xltns

Ticket # : 000000010043192
Account # : 10695401
Customer Name : E J ROBERTS STATE FARM INSURANCE
Problem Description : Customer is getting "your service has been temp. interrupted" They are in the 228 area having problems but wanted tkt turned in.
Trouble Code : ROC
Ticket History :
Tuesday, August 10, 1999 11:57:33 AM John Sanders

Screened tkt to SMC bucket. Customer is LD only.
Tuesday, August 10, 1999 1:38:22 PM Ed Hussey
see tkt 43117
Wednesday, August 11, 1999 10:39:18 AM Ed Hussey
Bell South corrected the trouble by delivering called number; cus says they are working ok now
Referral Ticket # :
Repaired Remarks :
Wednesday, August 11, 1999 10:39:18 AM Ed Hussey
c rmks

Ticket # : 000000010043209
Account # : 10573210
Customer Name : BARBERS MILK AND ICE CREAM
Problem Description : Phillip Holder called in to report that he is dialing from 2288326939 to 6013547018 and is getting our blockage recording when he is in my switch inquiry. Please call PHillip at 2288326939 with update per Phillip. Thanks..
Trouble Code : ROC
Ticket History :
Tuesday, August 10, 1999 1:27:26 PM Pam Duncan
smc
Tuesday, August 10, 1999 1:37:44 PM Ed Hussey
see tkt43117
Wednesday, August 11, 1999 10:40:10 AM Ed Hussey
BellSouth corrected their xltns problem; cus can connect ok now
Referral Ticket # :
Repaired Remarks :
Wednesday, August 11, 1999 10:40:10 AM Ed Hussey
c rmks

Ticket # : 000000010043218
Account # : 10934792
Customer Name : HARRISON COUNTY FARM BUREAU
Problem Description : When calling LD customer is receiving our blockage rec. Calling to 2284634017 from 2288323881.
Trouble Code : ROC
Ticket History :
Tuesday, August 10, 1999 1:23:36 PM Pam Duncan
smc - MS. trbl.
Tuesday, August 10, 1999 1:37:11 PM Ed Hussey
this is appended to 43117
Wednesday, August 11, 1999 10:41:08 AM Ed Hussey
BellSouth corrected their translations problem; cus can connect ok now
Referral Ticket # :
Repaired Remarks :
Wednesday, August 11, 1999 10:41:08 AM Ed Hussev

Ticket # : 000000010043875
Account # : 10709467
Customer Name : HARPER MOTORS INC
Problem Description : Customer is unable to dial ld, they get all circuits busy. I told him that there was trouble in the area but that I would make sure someone checks it out for them. This is on all their lines. Their main # is 318-377-0395. Please check, tks!
Trouble Code : CCO
Ticket History :
Friday, August 13, 1999 5:18:04 PM Pam Duncan
smc
Friday, August 13, 1999 6:51:04 PM Lamar Alverson
Dave with Bell called back in to say they have fixed the trbl that was causing this customers problem . They had to build another routeset to change one point code over to another point code . I have tested the trnk group GLPT 1939 (DTC's 32 x 2 , 24 x 18 , & 26 x 10) with CVTEST , TRKQRY , QRYSIG , & ICOT & all passed . Will contact the customer to see if they are working now .
Friday, August 13, 1999 6:58:16 PM Lamar Alverson
I called for Mike Harper & talked to Billy in Finance Dept . He said he would leave a note to the others that this trbl should be corrected now . He also said Mike would not be in till Monday but someone may be in the office tomorrow (Whittney Harper) . Will hold tkt open till we can get them to verify that they can call LD now from the 318 NPA .
Saturday, August 14, 1999 6:39:02 PM Ed Hussey
See good calls from the above numbers in CDRs...
Referral Ticket # :
Repaired Remarks :
Saturday, August 14, 1999 6:39:02 PM Ed Hussey
c rmks

Ticket # : 000000010047493
Account # : 10953024
Customer Name : BILL STANFORD PONTIAC CADILLAC OLDS GMC
Problem Description : customer can not dial out ld from any line there. She said that she also can not dial to a toll free, but all local calls complete fine.
Trouble Code : CCO
Ticket History :
Friday, September 10, 1999 9:15:22 AM Dennis Bunch
Assigned to Lamar
Friday, September 10, 1999 10:11:00 AM Lamar Alverson
CHKG !!!
Friday, September 10, 1999 10:13:41 AM Lamar Alverson
This is due to the anniston trk grp 1901 that Bell cut over traffic on & we did not have the database loaded yet . The trk grp was busied out & now calls should be completing over different trks .
Friday, September 10, 1999 10:25:44 AM Lamar Alverson
I called the customer & they are able to complete calls now . Closing tkt

Referral Ticket # :
Repaired Remarks :
Friday, September 10, 1999 10:25:44 AM Lamar Alverson

This is due to the anniston trk grp 1901 that Bell cut over traffic on & we did not have the database loaded yet . The trk grp was busied out & now calls should be completing over different trks .

I called the customer & they are able to complete calls now . Closing tkt

Ticket # : 000000010043141
Account # : 10635399
Customer Name : EINHORN LISA & ANTHONY G
Problem Description : Lisa called in to report that when dialing from 2288310294 to 7329203644 she is getting our blockage recording. Please call Lisa at 2288310294 with update asap. THanks..
Trouble Code : ROC
Ticket History :
Tuesday, August 10, 1999 9:33:54 AM Jeanene Fleming
screened ticket
Tuesday, August 10, 1999 10:06:11 AM Dennis Bunch
Assigned to Nancy
Tuesday, August 10, 1999 10:33:43 AM Nancy Joyner
wkg
Tuesday, August 10, 1999 10:54:50 AM Nancy Joyner
referred to tkt 43117-Dennis has trouble tkt out to bell on this same thing.Leaving tkt on hold until he hears back from bell.
Tuesday, August 10, 1999 5:10:38 PM Lamar Alverson
tkt was referred out to bell and Dennis says it is fixed. I called customer and she can make ld calls now.I am closing ticket.
Referral Ticket # :
Repaired Remarks :
Tuesday, August 10, 1999 5:10:38 PM Lamar Alverson

bellsouth made changes in their translations

Ticket # : 000000010039646
Account # : 10000321
Customer Name : INTERSTATE FIBERNET ADMINISTRATION
Problem Description : Bobby Roberts called in and states when dialing 3342900505 getting fast busy, I tried # from my ext and received fast busy also, please contact Bobby Roberts ASAP 7066458500. thanks.

Bobby wants to be called before anything is done on this....
Trouble Code : CCO
Ticket History :
Thursday, July 15, 1999 3:04:28 PM Lori Whisenant
screened
Thursday, July 15, 1999 5:12:12 PM Dean Smith
pulled calle records on the called to number , I found 4 calls all failed with partial trmt codes.all of the records had
complete called to nmbers , with orig trkgrp 7003 7004 and term trkgrp 2105 , It appears that the term trkgrp
MTGMALMT0GTD2105 is rejecting call for some reason
Thursday, July 15, 1999 5:17:27 PM Rebecca Yarbrough
Mr. Roberts called to check status on this ticket. He would like for someone to call him as soon as possible with an update.
7066458500
Thursday, July 15, 1999 7:51:50 PM Rebecca Yarbrough
Mr. Roberts called in again to check on this ticket. I called Shane in switchto get him to check this ticket. he said that
Dean was working on this , I called Mr. Roberts back to let him know. He said that he would just call back in the morning.
Friday, July 16, 1999 2:10:31 AM Robert Reynolds
Pulled call for the full day on trunk group 2105 and it seems to be just the call going to that number are failing

Friday, July 16, 1999 4:23:19 AM David Cecil
Checking
Friday, July 16, 1999 9:00:35 AM David Cecil
Checking
Friday, July 16, 1999 1:28:28 PM Jerry Blue
After further research, Found that when using AT&T, call completes as dialed. Tried call myself through our network and
recieved fast busy. pulled CDR, call is recieving "treatment code 2 partial dial" however all digits are present. Refered
to Justin, and will E-Mail Wayne Moon.
Friday, July 16, 1999 1:29:06 PM Jerry Blue

Friday, July 16, 1999 2:13:00 PM Wayne Moon
I called other numbers in the exchange and the calls completed. It appears that this one telephone number is having a
problem. Completed call and call in question terminate via the same trunk group (2105) in Birmingham switch. It appears
that Bell is releasing back to ITCD in error. This needs to be called out to Bell. Due to the length of time trouble ticket
has been opened I have rerouted this one NXX to an alternate carrier. After trouble is resolved with Bell let translation
know so we can reroute correctly. (We need to change back to index 9).

Friday, July 16, 1999 3:58:28 PM Ed Hussey
reassigned to Shane
Friday, July 16, 1999 4:56:31 PM Shane Young
called acac switched to report trble on AF144073. david checked and 3343616446 and 7579.
3342900505 was ported also. abd david said that these were ported in.
david opened ticket
ZW030145
Friday, July 16, 1999 5:59:47 PM Shane Young
DAVID CALLED IN AND SAID THAT THEY CORRECTED A TRANS TRBLE WHERE WERE SENDIN 334334 AND THE # TO THE CLEC. I TRIED THE 3343614464,7579 AND 3343652739.3725 AND CALLS ARE GOING THROUGH. TRIED
THE 5578 AND STILL GETTING FST BSY. IS A CLEC TRBLE.
Monday, July 19, 1999 7:48:15 AM Ed Hussey
Closing; Bell translations
Referral Ticket # : ZW030145
Repaired Remarks :
Friday, July 16, 1999 1:28:28 PM Jerry Blue

Friday, July 16, 1999 1:29:06 PM Jerry Blue

Monday, July 19, 1999 7:48:15 AM Ed Hussey
c rmks

Ticket # : 000000010039687
Account # : 10492452
Customer Name : AAA COOPER 800-240-9898-CHATTANOOGA
Problem Description : Andy reported getting interuption recording when dialing out from 423-899-2481. Call example below. He said he was getting the recording on all calls out from this line. I tried to pull it in ani rejection and found no call to 334-793-2284 which is a number he said he dialed to. Please call Andy @ 334-793-2284.
Thanks
Trouble Code : ROC
Ticket History :
Friday, July 16, 1999 8:27:42 AM Amanda Bright
Screened
SMC
Friday, July 16, 1999 8:27:56 AM Amanda Bright

Friday, July 16, 1999 8:55:16 AM Ed Hussey
David, please look at this

Friday, July 16, 1999 8:59:49 AM David Cecil
Checking
Friday, July 16, 1999 9:17:14 AM David Cecil
Trunk group 2253 first 48 trunks are not taking calls,the last 24 are.
1-24 are on DTC 54-12
25-48 are on DTC 54-14
49-72 are on DTC 68-19
Friday, July 16, 1999 9:18:26 AM David Cecil
Ed has called this out to Marla at Bell,no ticket,she will call back.
Friday, July 16, 1999 10:23:22 AM Melissa Yates
This is Julie Vaughn

Andy called in and wanted anupdate ASAP!! Thanks!!!
Friday, July 16, 1999 11:35:22 AM Ed Hussey
Customer is getting rva: your service has been temp disco'd. call our cus svc dept 800239300.
pic ck test gets same. 400 is down so I can't get the full range of numbers at this AAA Cooper locale.
(Should be in tkt as well as the actual recording the cus is getting, but we don't always - seldom -
get the real story). I talked to Darryl in CTG and he says he can get out ld on their OPX line but his
equal access svc is not working...he dupes recording when cross-picking...??? this may be an issue
of him getting slammed...calling ACAC switched..
Friday, July 16, 1999 11:37:50 AM Ed Hussey
picked this up from David as he hasn't even begun to look into it
Friday, July 16, 1999 1:56:32 PM Ed Hussey
BellSouth ACAC says they're sending these to us on 26 code 152768; that's out TG 2254 in SWB.
Pulled callrecords and see they're failing to send us ani and the calls failed due to trt code 85.
They finally opened tkt ZV022252 on this issue and are looking into it...
Friday, July 16, 1999 3:09:20 PM Ed Hussey
Mark/ACAC called in to say he sent this to the xltns folks...when he calls in to say they fixed their translations problem,
we need to idle up the trunks in BIR switch DTC 54 6 & 54 8 (TG 2254)...
Friday, July 16, 1999 5:12:07 PM Dean Smith
Mark with ACAC called in to adv he thinks they have this corrected , I have RTS one trk and have seen calls completed over
this trunk , I have tried to pull call records but the BHAM switch is about 2 hours behind ,It will be around 7 pm before we
can pull records to see if ani is being delivered. then all trunks acn be rts.

Reassigned to Shane Young
Friday, July 16, 1999 8:33:21 PM Shane Young
looks calls are working rts trkgrp 2254
Monday, July 19, 1999 7:42:14 AM Ed Hussey
Bell wasn't sending the ANI; it's corrected and calls are working ok
Referral Ticket # : ZV022252
Repaired Remarks :
Monday, July 19, 1999 7:42:14 AM Ed Hussey
c rmks

Ticket # : 000000010039380
Account # : 10610434
Customer Name : MINDSPRING ENTERPRISES, INC.
Problem Description : Users in Anniston, AL dialing 256-241-6774 & 6775 reaching Bell intercept messages.
Trouble Code : CBC
Ticket History :
Tuesday, July 13, 1999 7:54:10 PM Chuck Jones
Assigning to Aaron.....

Tuesday, July 13, 1999 8:06:18 PM Aaron Burton
REF 39362.. Had my wife make a test call into Mindspring's Anniston number

and the call Connected. Shawn was going to get
with his techs to see if anymore problems are happening
Wednesday, July 14, 1999 8:11:05 AM Ed Hussey
See tkt 39362; this was a Bell translations problem
Referral Ticket # :
Repaired Remarks :
Wednesday, July 14, 1999 8:11:05 AM Ed Hussey
c rmks

Ticket # : 000000010039256
Account # : 10637049
Customer Name : T A PROVENCE & COMPANY INC
Problem Description : Terry Ryder called in for customer explaining that they cut over from resale to lnp recently and ever since when anyone calls in from 334338,334660, or 334661 into to customer they are receiving fast busy. Some numbers that have tried to call into customer 3344335425 from 3343388708, 3346613917, 3346614212. Please check. THanks..
Trouble Code : CBC
Ticket History :
Tuesday, July 13, 1999 10:23:47 AM Johnny Flynn
Screened
SRC
Tuesday, July 13, 1999 11:06:41 AM Bill Pate
checking
Tuesday, July 13, 1999 11:45:39 AM Bill Pate
0=334-433-5424, 1=334-433-5425, 2=334-433-3132;posted line and made test call, i saw call
hit but when we posted all three and made 334-433-5424 bsy did not see call roll over to other
lines.
Tuesday, July 13, 1999 3:16:04 PM Bill Pate
spoke with Daniel and he told me that he could call from his cell phone and get through but
anyone calling from a 661 nxx couldn't., while i was monitoring he had a neighbor call and
i never saw it hit. His neighbor called him back on his cell phone and told him that all he got
was a fast bsy.
referred tckt.,ki003314
to: 334-433-5424
from: 334-661-4212 or 334-661-3917
Tuesday, July 13, 1999 5:38:45 PM Shane Young
eric called in and said that this was ntf. i asked him to hold for 24 hrs. told him local tech would call them tomorrow.
Wednesday, July 14, 1999 8:28:02 AM Bill Pate
spoke with Daniel and he said that he didn't try to call before he left this morning so he doesn't
know if it is working or not but he will be back around 2:30 for me to call him and he will
know by then.
Wednesday, July 14, 1999 2:48:43 PM Bill Pate
talked again with Daniel and he said that he still could not catch anyone at home to test
the call ,he would do so tonite and again in the morning , for me to call him at 9:00 a.m..
Wednesday, July 14, 1999 2:53:47 PM Bill Pate

Daniel just called me and said that his nephew had just tried calling from a 661 and could
not get through.
Wednesday, July 14, 1999 3:05:00 PM Bill Pate
checking
Wednesday, July 14, 1999 3:56:17 PM Bill Pate

Jo opened tkt. Ki003323 for same trbl.
Thursday, July 15, 1999 8:34:41 AM Bill Pate
Robby Williams/trans removed port option.
Thursday, July 15, 1999 8:46:32 AM Bill Pate
spoke with Bell tech and he said that he thought they had a translations problem that should be
corrected now.
Thursday, July 15, 1999 9:12:06 AM Bill Pate
Called Daniel at 9:00 a.m. and he said that he tried it late last-nite and again this morning
and it was working both times.
closing tckt.
Referral Ticket # :
Repaired Remarks :
Thursday, July 15, 1999 9:12:07 AM Bill Pate
LRN AIN table had to be added.

Ticket # : 000000010043500
Account # : 10809762
Customer Name : ITC DELTACOM - MONTGOMERY
Problem Description : Ronnie called in saying that fom their office number 3343874700, they are not able to dial any 262 numbers.
Trouble Code : 105
Ticket History :
Thursday, August 12, 1999 8:53:16 AM Amanda Werremeyer
Entered ticket.
Thursday, August 12, 1999 8:53:52 AM Jeanene Fleming
screened ticket
Thursday, August 12, 1999 9:42:02 AM Bill Pate
checking
Thursday, August 12, 1999 9:53:43 AM Bill Pate
called and spoke to Steve Collins and he said that whenever they call a 262# they get a rec.
that says the # cannot be completed as dialed whether they are calling from a landline or a
cell phone. I got a called to ex. of 3342621600.
Thursday, August 12, 1999 9:54:42 AM Bill Pate
made a test call to 3342621600 and got through fine.
Thursday, August 12, 1999 11:07:41 AM Bill Pate
opened tckt#ki003741 with Rena at UNE for Delta # cant call a Bell # gets rec. cant be
completed as dialed.
26code AF150174.
from#3343874700
to#3342621600
Thursday, August 12, 1999 11:57:51 AM Bill Pate
Bell translations problem is corrected now, closing tckt.
Referral Ticket # :

Repaired Remarks :
Thursday, August 12, 1999 11:57:51 AM Bill Pate
Bell trans.

Ticket # : 000000010043517
Account # : 10256253
Customer Name : BALL BALL MATTHEWS AND NOVAK PA
Problem Description : PER CUSTOMER WHEN TRYING TO MAKE 334 262 EXCHANGE 3342623331 (EXAMPLE#) AFTER THE NUMBER IS DIALED THE LINE RINGS THEN A RECORDING COMES ON SAYING WERE SORRY YOUR NUMBER CANNOT BE COMPLETED AS DIALED, PLEASE TYR YOU NUMBER AGAIN. CUSTOMER TRIED AGAIN AND GOT THE SAME RECORDING.NUMBER WAS BEING CALLED FROM 3343877680
Trouble Code : 706
Ticket History :
Thursday, August 12, 1999 9:45:23 AM Jeanene Fleming
screened ticket

Thursday, August 12, 1999 11:16:34 AM Bill Pate
checking
Thursday, August 12, 1999 11:46:34 AM Bill Pate
see tckt#43500.
Thursday, August 12, 1999 11:48:45 AM Bill Pate
called customer and they did a test call and is completing fine now, closing tckt.
Referral Ticket # :
Repaired Remarks :
Thursday, August 12, 1999 11:48:45 AM Bill Pate
Bell trans.

Ticket # : 000000010043524
Account # : 10511319
Customer Name : MONTGOMERY AIR FREIGHT INC
Problem Description : PER CUSTOMER WHEN TRYING TO CALL A 334 262 EXCHANGE FROM ;LINE#3342819157 THE CALL WILL RING AND THEN GET RECORDING SAYING NUMBER CANNOT BE COMPLETED AS DIALED. THIS IS FROM ALL LINES AT LOCATION. THE CUSTOMER CAN CALL THIS NUMBER FROM A CELL PHONE.ALSO THE CUSTOMER SAYS THE VOLUME ONTHE LINE IS VERY LOW. PLEASE CHECK INTO THIS.
Trouble Code : 105
Ticket History :
Thursday, August 12, 1999 10:23:36 AM Jeanene Fleming
screened ticket
Thursday, August 12, 1999 11:17:27 AM Bill Pate
checking
Thursday, August 12, 1999 11:41:52 AM Bill Pate
see tckt#43500
Thursday, August 12, 1999 11:44:30 AM Bill Pate
called and had cstomer do a test call and is working now, closing tckt.
Referral Ticket # :
Repaired Remarks :
Thursday, August 12, 1999 11:44:30 AM Bill Pate
Bell trans.

Ticket # : 000000010043650
Account # : 10960763
Customer Name : ATLANTIC.NET

Problem Description : cust 904 7407746-dialing 9044692110 they are getting a recording saying that the number is being checked for trouble try your call again later.
Trouble Code : 706
Ticket History :
Thursday, August 12, 1999 4:37:56 PM Jeanene Fleming
screened ticket
Thursday, August 12, 1999 4:54:23 PM Bill Pate
checking
Thursday, August 12, 1999 5:04:04 PM Bill Pate
made test call to 904-469-2110 and completed fine.
Thursday, August 12, 1999 5:11:19 PM Bill Pate
tried to call John Lewis and let him know that this was a rec. that Bell puts up when they are
working on the lines and to see if he could do a test call because I got through fine and that
might mean Bell is done with their repairs.
Thursday, August 12, 1999 5:12:21 PM Bill Pate
When I called John there was no answer, will try back tommorrow.
Friday, August 13, 1999 1:59:02 PM Bill Pate
spoke with John and he said that he would call customer and have them do a test call and
he would give me a call back.
Friday, August 13, 1999 3:17:12 PM Bill Pate
opened tckt#VI003272 with Bessie at UNE for Bell# can't call Delta#.
from#9047407746

to#9044692110
26code=AC213931
Friday, August 13, 1999 9:12:21 PM Jerry Smith
kATIE WITH une CALLED AND ADV THEY FOUND PROBLEM WITH TRANSLATION AND HAVE CORRECTED SO HOULD BE OK, HOLDING THEIR TICKET
UNTIL MOONDAY.
Monday, August 16, 1999 8:59:46 AM Bill Pate
Left a VM with John Lewis letting him know that this problem should be corrected to see if
he could do a test call and give me a call back.
Monday, August 16, 1999 9:21:03 AM Bill Pate
src
Monday, August 16, 1999 4:24:06 PM Bill Pate
called and spoke to John and he said that he has been trying to contact customer to get them
to do a test call but they have not returned his calls yet.
Tuesday, August 17, 1999 10:16:54 AM Bill Pate
called John and he said that everything was working fine now.closing tckt.
Referral Ticket # :
Repaired Remarks :
Tuesday, August 17, 1999 10:16:55 AM Bill Pate
Bell translations.

Ticket # : 000000010043992
Account # : 10810182
Customer Name : ITC DELTACOM - JACKSONVILLE FL ADMIN
Problem Description : Per Steve, they are unable to dial to 904221 area getting recording "you don't have to enter a 1 before dialing no." and this is a LD

call for them. When dialing 9048941721 they are getting a recording "call can't be placed as dialed"
Trouble Code : ROC
Ticket History :
Monday, August 16, 1999 8:39:32 AM John Sanders
Screened to SRC bucket.
Monday, August 16, 1999 9:13:22 AM Bill Pate
checking
Monday, August 16, 1999 9:51:34 AM Bill Pate
made test call and got through fine.
Monday, August 16, 1999 9:59:13 AM Bill Pate
Ran traver and came back successful.
Monday, August 16, 1999 11:01:32 AM Bill Pate
Sent e-mail to switching trunking translations to see if there is anything they can do with this.
Monday, August 16, 1999 12:18:17 PM Bill Pate
recieved e-mail from Robby Williams that I could call this out to Bell.
Monday, August 16, 1999 1:47:30 PM Bill Pate
per Rebecca am reassigning tickt to Brian Poole.
Monday, August 16, 1999 1:53:16 PM Bill Pate
src
Monday, August 16, 1999 1:57:13 PM Bill Pate
disregard note on reassigning to Brian Poole,diff. tckt.
Monday, August 16, 1999 2:14:09 PM Bill Pate
opened tckt#VI003281 with Rena at UNE for Delta# can't call Bell#.
from#904-861-6735
to#904-221-5353
26code=AC206573
Monday, August 16, 1999 4:37:57 PM Bill Pate
called Bell to check status and spoke to Greg and he said that right now it is in translations
and that was all he knew.
Monday, August 16, 1999 5:29:33 PM Bill Pate
tech with UNE called and said that was the wrong 26code and gave me these 26codes that
he said would work;AC214509, and AC214546.

Tuesday, August 17, 1999 9:07:36 AM Bill Pate
Sent e-mail to Eric Holman to see if he can verify this 26code; AC206573.
Tuesday, August 17, 1999 5:10:58 PM Bill Pate
tried again to contact Eric Holman and could not but I did speak with Tracy Payne in
provisioning to see if maybe she could verify 26code, she said she would need PON# but
when I looked up the PON# that was with this 26code she said that wasn't right because
it started with 94 instead of 99.
Wednesday, August 18, 1999 9:04:32 AM Bill Pate
spoke to Eric Holman and he said that AC206573 is a valid 26code but it is assigned to two
different trunk groups and it's kind of flakey.
Wednesday, August 18, 1999 10:22:36 AM Bill Pate
opened tckt#VI003297 with Rena at UNE for Delta# can't call Bell#; getting call cannot be
completed as dialed rec.

from#9048616735
to#9042215353
26code=AC206573
Wednesday, August 18, 1999 12:48:51 PM Michael Leak
Per Joey from Bell AC206573 is a one way from Bell to Delta, but if sending 10 digits the call will route over AC214546. He has put the ticket on DM and will close it in 24 hours if he dose not hear from us.
Wednesday, August 18, 1999 1:56:25 PM Bill Pate
After seeing in traver that the 90 to term.# was being dropped I sent e-mail to translations to see if they can do something with this.
Wednesday, August 18, 1999 3:24:14 PM Bill Pate
opened tckt#VI003305 with Mary at UNE for can't be completed as dialed rec.
from#9048616735
to#9042215353
26code=AC206999
Thursday, August 19, 1999 10:48:04 AM Bill Pate
src
Thursday, August 19, 1999 11:42:09 AM Rena Clark
Bill & I called Daryl/UNE he is routing ticket to the NISH with AC214509
Thursday, August 19, 1999 12:22:01 PM Bill Pate
Daryl called andsaid that he sent this back to nisk but he had to open it under another tckt#
he gave me tckt# VI003312.
Thursday, August 19, 1999 3:02:50 PM Bill Pate
src
Thursday, August 19, 1999 3:20:12 PM Bill Pate
Clay with UNE called and said that the translations on this had never been completed but
it is now and everything should work.
Thursday, August 19, 1999 3:23:07 PM Bill Pate
Called Steve to have him make a test call and spoke to Fred and he made the test call for
me and he said that it was working finr now to go ahead and close the tckt. and he would
let Steve know. closing tckt.
Referral Ticket # :
Repaired Remarks :
Thursday, August 19, 1999 3:23:07 PM Bill Pate
Bell translations.

Ticket # : 000000010044438
Account # : 10873156
Customer Name : COLEMAN GROUP

Problem Description : Per Sylvester line 803-217-3295 customers hear RNA, he doesn't hear the phone ringing. He is the only person in the office so if you can't reach him keep trying, because he is in and out.
Trouble Code : 105
Ticket History :
Wednesday, August 18, 1999 10:46:49 AM John Sanders
Screened tkt to SRC bucket.
Wednesday, August 18, 1999 10:56:38 AM Bill Pate

checking
Wednesday, August 18, 1999 11:24:47 AM Bill Pate
pulled call records and found 2 calls on the 16th that had a treatment code of 19.
Wednesday, August 18, 1999 11:26:27 AM Bill Pate
made test call and got RNA, after test call pulled call rec. again and saw where I had called
with no treatment codes.
Wednesday, August 18, 1999 11:46:27 AM Bill Pate
posted line and it was in SB state, made test call but did not see it hit, put line in MB state
and made another test call and saw it roll over to the next member in the hunt group.When I
called while it was in SB state i got call can't be completed as dialed rec,after I put it in MB
state I got RNA.
Wednesday, August 18, 1999 12:15:36 PM Bill Pate
called to open tckt with Bell but got RNA.
Wednesday, August 18, 1999 12:27:06 PM Bill Pate
opened tcktCI005475 with Clay at UNE for RNA
trble#8032173295
I.D.=34lyfu400186
Wednesday, August 18, 1999 3:26:11 PM Bill Pate
called UNE to check status and spoke with Mary and she said that it was in the central office
and they were checking the levels.
Wednesday, August 18, 1999 5:13:38 PM Bill Pate
recieved call from Bell tech for me to unbusy line
Wednesday, August 18, 1999 6:15:29 PM Jo Cole
Bell called in and they are going to dispatch in the a.m..
Thursday, August 19, 1999 8:47:50 AM Jeanene Fleming
Bell called & said the tech went out there & could not find anything wrong. Need to dispatch our tech out there.

Need to check with the cusotmer to make sure the ringer is on the phone
Thursday, August 19, 1999 11:17:58 AM Bill Pate
Bell tech called and said that he thinks is fixed now but he is getting RNA could I make a test
call. Made test call and got RNA so I called Sylvester and he said that he wasn't there right
now to answer the phone and that was why we were getting RNA but he would be there
in an hour for me to call him back then.
Thursday, August 19, 1999 4:55:28 PM Bill Pate
Have tried to call Sylvester several times and could not reach him,putting tckt on hold until
I get in touch with him.
Friday, August 20, 1999 9:20:40 AM Bill Pate
called and spoke to Sylvester and let him know that problem was corrected now and he said
he could tell, he said that he also wanted me to have someone contact him about ordering
VM.closing tckt.
Referral Ticket # :
Repaired Remarks :
Friday, August 20, 1999 9:20:40 AM Bill Pate

Bell translations.

Ticket # : 000000010044471
Account # : 10965044
Customer Name : DUESOUTH
Problem Description : cant call locally from 7068698799 to 8034893784 & 7068549865

another CALL TO 7067331632

Trouble Code : 105
Ticket History :
Wednesday, August 18, 1999 12:54:29 PM Jeanene Fleming

Wednesday, August 18, 1999 1:01:19 PM John Sanders
Screened tkt to SRC bucket.
Wednesday, August 18, 1999 3:30:14 PM Bill Pate
checking
Wednesday, August 18, 1999 4:11:35 PM Bill Pate
pulled call rec. and found 3 calls from 7068698799 to 8034893784 with good duration.
Wednesday, August 18, 1999 4:20:46 PM Bill Pate
called and left VM with Doug at Duesouth for him to give me a call back.
Thursday, August 19, 1999 9:58:28 AM Bill Pate
called and spoke to Doug and he said that the other call examples were not to #s they were
from #s.
Thursday, August 19, 1999 10:46:43 AM Bill Pate
opened tckt# gi013635 with Mary at UNE for must dial 1 rec.
from#7068549865
to#8034893784
26code=ac206149
Thursday, August 19, 1999 2:38:07 PM Bill Pate
called UNE to check status and spoke to Carolyn and she said that it was in translations.
Friday, August 20, 1999 9:00:45 AM Bill Pate
Bell tech called and said that translations looked good now and that they had 7068549865
do a test call with 10 digits and it completed fine.
Friday, August 20, 1999 9:04:00 AM Bill Pate
left VM with Doug at Duesouth that problem should be corrected now for him to give me
a call when he can.
Friday, August 20, 1999 2:24:12 PM Bill Pate
Called Doug and he said that he would call his customer and verify and call me back.
Friday, August 20, 1999 5:21:07 PM Bill Pate
Left VM with Doug to see if he had done a test call.
Monday, August 23, 1999 9:04:26 AM Bill Pate
Called Duesouth and spoke to Doug and he said that he knows one of them works but he
hasn't had a chance to call and check with the other one. He said that he would call them
as soon as he gets a chance and give me a call back.

Monday, August 23, 1999 2:09:24 PM Bill Pate
called Doug and he said that he hasn't had a chance to call the other # but one of their ops
has made the call from the same area so go ahead and close the tckt and if they have any
problems later he will give me a call.closing tckt.
Referral Ticket # :
Repaired Remarks :
Monday, August 23, 1999 2:09:24 PM Bill Pate
Bellsouth translations.

Ticket # : 000000010044764
Account # : 10051787
Customer Name : REGIONS INTERSTATE BILLING SERVICES INC
Problem Description : Customer is reporting that surrounding areas such as Hartselle and Decatur cannot make local calls to their business. Their customers are getting a recording stating number cannot be completed as dialed when trying to call into any of their lines. They would like their lines checked out to see if it is a problem on their end. Their main number is 2562001750
Trouble Code : 105
Ticket History :
Friday, August 20, 1999 9:16:26 AM John Sanders
Screened tkt to SRC bucket.
Friday, August 20, 1999 9:22:26 AM Bill Pate
checking
Friday, August 20, 1999 9:55:24 AM Bill Pate
made test call and got fast busy.
Friday, August 20, 1999 10:23:48 AM Bill Pate
correct to# is 2562601750, made test call to correct # and got through fine.Also got from#
of 2567730964.Ran traver and came back successful.
Friday, August 20, 1999 10:40:21 AM Bill Pate
opened tckt#KI003838 with Bessie at UNE for can't be completed as dialed rec.
from#2567730964
to#2562601750
26code=af150548
Friday, August 20, 1999 2:34:53 PM Bill Pate
Called UNE to check status and Greg said that it was a translations problem that should be
corrected now.
Friday, August 20, 1999 2:36:45 PM Bill Pate
called orig# and asked them to do a test call and she said that she got through fine.
Friday, August 20, 1999 2:39:08 PM Bill Pate
called customer back and let them know that orig.# could call now and they said thank you
go ahead and close tckt. closing tckt.
Referral Ticket # :
Repaired Remarks :
Friday, August 20, 1999 2:39:08 PM Bill Pate
Bell translations.

Ticket # : 000000010046985
Account # : 10966471
Customer Name : ATC LOGISTICS INC
Problem Description : When calling to 9042981240 from 9047668500 you get cannot be completed as dialed rec.
Trouble Code : 706
Ticket History :
Tuesday, September 07, 1999 3:06:09 PM Bill Pate
This is trouble that Justin had rerouted and corrected last week so I looked everything up to
see if maybe it had been mistakenly routed back the wrong way but it is still routed the way
he had it.
Tuesday, September 07, 1999 3:07:45 PM Bill Pate
opened tckt#VI003493 with Gregg at UNE for cannot be completed as dialed rec.
26code=AC206999.
Tuesday, September 07, 1999 3:26:29 PM Bill Pate
Bell tech called and said that he could not use the 26code because it was disconnected,this is

starting to happen with alot of 26codes. Gave him AC214509.
Tuesday, September 07, 1999 4:36:16 PM Bill Pate
Called UNE to check status and spoke to Mary and she said that it was in translations.
Tuesday, September 07, 1999 4:54:46 PM Bill Pate
Schemeika with UNE called and said that they had found a routing problem and corrected and
it should be working now.
Tuesday, September 07, 1999 4:57:56 PM Bill Pate
Left VM with Kevin that this problem should be fixed now for him to do a test call and give me a call back.
Wednesday, September 08, 1999 9:35:23 AM Bill Pate
Called customer and spoke to Kevin and he did a test and said that it was working fine now to go ahead and close the tckt.
Referral Ticket # :
Repaired Remarks :
Wednesday, September 08, 1999 9:35:23 AM Bill Pate
Bellsouth translations.

Ticket # : 000000010048136
Account # : 10965937
Customer Name : SAWYER REAL ESTATE INC
Problem Description : Rita called and stated that when calls coming into main line 2288630232 from Dallas TX and Hancock county,MS callers receive an intercept message stating that the lines have been disonnected. All other calls complete fine.
Trouble Code : CBC
Ticket History :
Wednesday, September 15, 1999 11:31:35 AM Pam Duncan
2288630232
MEMBER INFO:
1 8630343
2 8630491
3 8630511

4 8630623
5 8631166
Wednesday, September 15, 1999 11:34:27 AM Pam Duncan
src
Wednesday, September 15, 1999 1:53:53 PM Bill Pate
checking
Wednesday, September 15, 1999 2:03:02 PM Bill Pate
called customer and spoke to Rita and got a from# of 8175883016 from Dallas she didn't know the other from #.
Wednesday, September 15, 1999 4:00:46 PM Bill Pate
opened tckt#si002445 with Donna at UNE for lines have been disconnected rec.
Wednesday, September 15, 1999 4:01:51 PM Bill Pate
originating #s LD carrier is MCI world com.
Wednesday, September 15, 1999 4:24:49 PM Bill Pate
had MCI operator call 2288630232 and completed fine.
Wednesday, September 15, 1999 4:55:27 PM Bill Pate
Mike with UNE called and said that they need the 26code where MCI hands off to Bell.
Wednesday, September 15, 1999 4:59:56 PM Bill Pate
Spoke to Rena and she said that the originating caller on the far end is going to have to call
their LD carrier and report the trouble.
Thursday, September 16, 1999 11:10:21 AM Rena Clark
Brad/UNE phoned they are closing their ticket

Thursday, September 16, 1999 11:47:18 AM Bill Pate
called customer and got Rita's VM, it said that she would be out for the rest of the day so I left
message for her to call me back when she gets in.

Thursday, September 16, 1999 12:39:57 PM Bill Pate
spoke to Rita and she said that she had a local # that also got the same rec.2284674111.
Thursday, September 16, 1999 12:41:31 PM Bill Pate
opened tckt#SI002452 with Mary at UNE for line disconnect rec.
Thursday, September 16, 1999 3:37:28 PM Bill Pate
recieved call from Brad saying that they added 863 LNP trigger for Bay ST. Louis and this should work now.
Thursday, September 16, 1999 3:49:47 PM Bill Pate
called orig#2288630232 and had them do a test call and completed fine, called orig#8175883016 and he said that he had an
appointment and didn't heve time to make a test call.
Thursday, September 16, 1999 3:54:38 PM Bill Pate
Left VM with Rita letting her know that this was working now from 2284674111 but couldn't
get test call from 8175883016 or 2146164218.
Friday, September 17, 1999 9:10:12 AM Bill Pate
Left another VM with Rita.
Friday, September 17, 1999 9:46:32 AM Bill Pate
Rita called and and I told her that the local # could get through now and the LD caller did not have time to make a test call
but I had seen another call on their call recs. from the same area code and she said ok if they had any more problems she
would give us a call.closing tckt.

Referral Ticket # :
Repaired Remarks :
Friday, September 17, 1999 9:46:33 AM Bill Pate
Bellsouth translations.

Ticket # : 000000010039281
Account # : 10913390
Customer Name : MULTIMETCO INC - MASTER
Problem Description : Cindi is @ Ext. 17..
Reports calling MetroCall # 205-906-9410 she gets Bell intercept which says not necessary to dial 1, or 0 & NPA.
When dialing 7 digits the get Bell intercept which says one MUST dial 1, or 0.

This is ambiguous code screening problem.
Trouble Code : CCO
Ticket History :
Tuesday, July 13, 1999 11:24:44 AM Chuck Jones
Gave report to Bell Resale / Kimberly.
Tuesday, July 13, 1999 11:32:25 AM Chuck Jones
Kimberly put me on hold several times, presumably trying to verify the details of me report and the last time, she dropped
me. She rang me back from 770-936-0112.
Tuesday, July 13, 1999 7:17:48 PM Chuck Jones
Called resale for follow-up. Erick advises that XLTN's error was corrected @ 14:58 PM and verified with Cindi.

I left VM for Cindi Beck and am closing report.
Referral Ticket # :
Repaired Remarks :
Tuesday, July 13, 1999 7:17:48 PM Chuck Jones

Ticket # : 000000010047500
Account # : 10586873
Customer Name : SOUTHEASTERN CARDIOLOGY
Problem Description : Mildred reported trbl dialing in on her 888 230 5254(fax).
Can call ring to and get thru fine.
Trouble Code : 103
Ticket History :

Friday, September 10, 1999 9:10:10 AM Amanda Bright
SRC
Friday, September 10, 1999 11:19:45 AM Jeanene Fleming
checking
Friday, September 10, 1999 11:26:20 AM Jeanene Fleming
I pulled call records to see what was going & the trouble was with the trunk group 1901. I called Milred to let her know her
calls were completing now & if she had anymore trouble to let her know.
closing ticket
Referral Ticket # :
Repaired Remarks :
Friday, September 10, 1999 11:26:21 AM Jeanene Fleming
BellSouth trouble

Ticket # : 000000010037516
Account # : 10888048
Customer Name : RIGHT WAY RESTAURANT/OFFICE
Problem Description : PER CUSTOMER LINE# 2563822754 HAS BAD STATIC ON LINE.
Trouble Code : 105
Ticket History :
Monday, June 28, 1999 1:03:15 PM Rena Clark
screened
Monday, June 28, 1999 1:03:32 PM Rena Clark

Monday, June 28, 1999 2:06:14 PM Jerry Smith
Checking 1638. Have another ticket out to UNE with no dial tone and Mike with UNE says that
they have a wet cable in the area and they are trying to dry it out and this will go away as sson
as get the cable dried out. Will ga and iopen ticket with UNE on this soon as get off line with
Bell testing on this customers other line..
Monday, June 28, 1999 3:39:17 PM Jerry Smith
Called out to UNE Delta 256-382-2754 RCF Bell 256-880-7725 Bell id A4LYFU657018
Bell ticket Ki003152
Tuesday, June 29, 1999 9:52:41 AM Jerry Smith
Called UNE for update and spoke to Gege and she says they do not have a ETR for this as they are
having to oders a new cable as unable to dry this cable out says maybe 2 to 3 days before have this
back up. I called customer Sherry and gave her an update
Thursday, July 01, 1999 1:11:27 PM Jerry Smith
Spoke to Sherry and she says still has static on most of her lines. She also says that she report that her
fax line 256-880-0404 did not have a dial tone but do not see a ticket and she says that Customer Service was going to add
this on to th present tickets but do not see any entry about the number. Checking..
Thursday, July 01, 1999 1:21:20 PM Jerry Smith
Checked and the 256-880-0404 is Local resale so called Customer Service and spoke to Carry on Local and she opening a ticket
and calling trouble out to BRSC..
Tuesday, July 06, 1999 1:16:20 PM Amanda Bright
Darrel/UNE called to check if our tckt was still open. Told him I would check with cust and call him back. Called for
Sherry but she was not in (she lost her husband over the wkend) so am not sure when she'll be back in. Left our # to call
regarding static on line.
Tuesday, July 06, 1999 1:51:57 PM Amanda Bright
calling cust and spoke with Debbie. She sd that they have not had any trbl as of today. I told her that a cable had been
replaced due to being wet from the rain. told her to call us back if trbl occurred again and we'd re-open trbl.

closing.
Referral Ticket # : Ki003152
Repaired Remarks :

Tuesday, July 06, 1999 1:51:57 PM Amanda Bright
Damaged cable due rain.

Ticket # : 000000010040944
Account # : 10945764
Customer Name : MULLINS SERVICES LLC
Problem Description : Please reference TT#10040656/ Customer having problems with incoming calls. I called & spoke to Heather at customer site & she states that callers are at times getting a fast busy. Please check
Trouble Code : CBC
Ticket History :
Monday, July 26, 1999 11:36:14 AM Amanda Bright
Screened Tckt. SRC.
Billing # 334-279-6444
Monday, July 26, 1999 1:31:05 PM Jerry Smith
checking 1638
Monday, July 26, 1999 1:46:43 PM Jerry Smith
Called customer Heather and she says that someone called her and sais that it was a Bell problem and
that they were turning this over to have a Bell tech come out to correct.
Do not see anything in the ticket ref to this.
Tried to get called from numbers from Heather but she says that did not always happen and that the same customer that got
fast busy could call again later and able to complete
call. She says Bell supposed to be coming out and di not want to give me anymore info so will hold
ticket and call her tomorrow to see if anything is done..

Tuesday, July 27, 1999 11:25:00 AM Jerry Smith
Called and spoke to Heather and she gave me three numbers calling to her number. they are
334-285-7946, 334-567-4806, 334-834-6500 Checking to make sure all are local calls.
Tuesday, July 27, 1999 11:49:25 AM Jerry Smith
called out to Bell spoke to Mary ticket Ki003522
QLRN for this is 334-386-0900
Tuesday, July 27, 1999 7:06:43 PM Aaron Burton
Bell had a translations problem which they have fixed should be working now
Wednesday, July 28, 1999 4:28:51 PM Pam Duncan
called Heather and she said they have not had any reports of problems today. Going to close ticket. Bell transl. trbl.
Referral Ticket # : Ki003522
Repaired Remarks :
Wednesday, July 28, 1999 4:28:51 PM Pam Duncan
Bell transl. trbl.

Ticket # : 000000010041076
Account # : 10638856
Customer Name : A G BOONE SALES AND SERVICE COMPANY
Problem Description : Glenn Boone was told by several callers yesterday that for awhile they were receiving a recording stating that the line had been d/c'd. He can't tell me any info such as what line or exactly what time or from what #'s these calls came from. He said he could probably get more info and call back in. He just wants to be sure that it was only a temp problem. He can be reached at 704-596-6748 and thinks that is the line that gave the

recording and that they were local calls.
704/596-3628 704/597-0253 N NON-LISTED N FACILITIES T1
Interlata: DELTACOM NON REST PIC
Intralata: DELTACOM NON REST PIC INFINITY LATA NC

704/596-6748 704/597-0253 N NON-LISTED N FACILITIES T1
Interlata: DELTACOM NON REST PIC
Intralata: DELTACOM NON REST PIC INFINITY LATA NC
704/597-0253 704/597-0253 N LISTED - L N FACILITIES T1
Interlata: DELTACOM NON REST PIC
Intralata: DELTACOM NON REST PIC INFINITY LATA NC
704/597-2142 704/597-0253 N NON-LISTED N FACILITIES T1
Interlata: DELTACOM NON REST PIC
Intralata: DELTACOM NON REST PIC INFINITY LATA NC
704/597-9661 704/597-0253 N NON-LISTED N FACILITIES T1
Interlata: DELTACOM NON REST PIC
Intralata: DELTACOM NON REST PIC INFINITY LATA NC
Trouble Code : 105
Ticket History :
Tuesday, July 27, 1999 7:25:00 AM Jerry Smith
checking 1638
Tuesday, July 27, 1999 7:42:50 AM Amanda Bright
changed to SRC bucket.
Tuesday, July 27, 1999 8:44:03 AM Jerry Smith
Customer Jim Edwards at 704-597-9611 called and adv still havaing same problem this AM says customers calling 704-596-6748
but was not sure what number. Adv him that will need a number that was calling him. he going to get number and call me back..
Tuesday, July 27, 1999 8:47:57 AM Jerry Smith
Checked and could not find QLRN number. Checked with Rana and she called justin and he says that number has not been ported.
Called Bell and they adv number has been proted. Double checked with Justin and he says it has not. Called Dorothy Reed and she checked and was ported on 5/10/99
and the QLRN number is 704-405-0900. Called out to UNE spoke to Gege ticket Ci004910
Tuesday, July 27, 1999 11:51:38 AM Jerry Smith
Called UNE for update and per Sherry Tech still working on this..
Tuesday, July 27, 1999 1:56:21 PM Jerry Smith
Called UNE for update and per Donna translation did a rehome and think this has been corrected but she could not get the
tester on the line to confirm. I called customer Jim and gave him update..
Tuesday, July 27, 1999 2:07:16 PM Jerry Smith
Randall with UNE called and adv they did have a translation problem and has it corrected.
Called customer Jim and adv him and going to hold ticket until AM to make dure does not have anymore customers calling with
problem..
Wednesday, July 28, 1999 1:29:35 PM Pam Duncan
left message for Glenn.
Wednesday, July 28, 1999 4:26:13 PM Jerry Smith
Called customer Jim Edwards and he adv everything fine and ok to close ticket..
Referral Ticket # : Ci004910

Repaired Remarks :
Wednesday, July 28, 1999 4:26:13 PM Jerry Smith
Bell translations trouble.

Ticket # : 000000010041102
Account # : 10895332
Customer Name : JAKES RED BALL AT SUNSET INC
Problem Description : Ralph called in and stated that when customers are calling in to 7045975070 they are receiving a recording stating that line has been d/c. He stated it is not every call but every few calls they receive. Please check and contact Ralph at 7045975070. thanks!
Trouble Code : CBC
Ticket History :
Tuesday, July 27, 1999 9:35:20 AM Amanda Bright
Screened Tckt. SRC.

Tuesday, July 27, 1999 1:24:35 PM Jerry Smith
checking 1638
Tuesday, July 27, 1999 1:28:39 PM Jerry Smith
Need call example. Called Chantz and she going to call customer and get call example..
Tuesday, July 27, 1999 1:30:35 PM Chantz Blocker
I called customer for call example and he stated that several people have reported receiving the recording but he did not have a specific number.. sorry
Tuesday, July 27, 1999 1:52:04 PM Jerry Smith
Already have several tickets out on this same problem with customers on the 704-597. i called UNE for update on Ci004910 and per Donna looks like translation did a rehome on the 586,597 & 598 but she could not fonfirm anything as she could not gget the tester on the line. Called out customer Ralph and gave him update..
Tuesday, July 27, 1999 2:10:08 PM Jerry Smith
Bell confirmed that they had a translation trouble and has it corrected. Called customer Ralph and gave him update and adv him would hold ticket until am and check back to make sure all ok..
Wednesday, July 28, 1999 8:06:51 AM Lori Whisenant
Called and Ralph won't be in until around 11:00. Spoke with Donna's receptionist and she will have Donna call me back. She wasn't sure if they were still having trbl or not.
Wednesday, July 28, 1999 8:51:19 AM Lori Whisenant
Donna called and said she spoke with Ralph and they haven't had any reports of trbl since yesterday. Closing ticket.
Referral Ticket # :
Repaired Remarks :
Wednesday, July 28, 1999 8:51:19 AM Lori Whisenant
Bellsouth trbl

Ticket # : 000000010041399
Account # : 10579100
Customer Name : MINDSPRING INC
Problem Description : Stanley called in to report to David/switchroom that they are dialing from 4072250872 to 4073696774 and from 4077791718 to 4073696775 and received a fast busy when dialing to this local number per David. Please

call Stanley back at 4042870916 with update asap from 24x7 per David/switchroom. THanks..Mindspring ticket 5867002
Trouble Code : BSY
Ticket History :
Wednesday, July 28, 1999 3:19:53 PM Amanda Bright
Screened Tckt. SRC.
Wednesday, July 28, 1999 6:58:18 PM Jerry Smith
checking 1638
Wednesday, July 28, 1999 7:10:46 PM Jerry Smith
Called the 407-779-1718 to 407-369-6775 out to UNE spoke tp Sherry ticket Vi003111
Had a question about the 407-225-0872 and the NPA-NXX shows to All Florida Paging so I called
Mindspring and spoke to John and he checked the ticket and neither of the number shown in
this ticket as called from were in his ticket. i adv John that had turned ticket out to Bell on the
407-779-1718 . he says he will have Stanley call on this in the AM..
Wednesday, July 28, 1999 10:12:44 PM Jerry Smith
Katie with Une called adv Translations corrected routing and should be ok now.. Called Mindspring and gave Bryan update
holding ticket until tomorrow to make sure not still a problem.
Thursday, July 29, 1999 3:20:28 PM Jo Cole
I updated Stanley/MSPG- They will check and call back
Friday, July 30, 1999 5:18:09 PM Jerry Smith

Called Stanley but he was not in. Will try calling him later..
Monday, August 02, 1999 8:38:03 AM Amanda Bright
called Stanley but will be out of offc all wk. The man that answered updated their tckt and sd Stanley did have access to
that. So just waiting on Stanley to test and get back with us.
Thursday, August 05, 1999 11:49:43 AM John Sanders
Called Stanley & spoke w/Chris. He will check on tkt with Stanley & call me back.
Monday, August 09, 1999 7:38:39 AM Jerry Smith
Called Mindsprong but Stanley was not in..
Thursday, August 12, 1999 5:07:06 PM Jerry Smith
Called Mindspring but Stanley was not in..
Friday, August 13, 1999 11:41:13 AM John Sanders
Called Mindspring & spoke w/Shawn. He said Stanley was not in. Asked him when he would be in & Shawn said Stanley would be
in @ 1800 EDT on Monday, 8/16/99. Shawn said they would check with some of their customers in the 407-225 & 407-779
NPA-NXXs. He said they should get back to us by Monday. Told him we would call them back on Monday if we had not heard
back.
Tuesday, August 17, 1999 7:11:16 PM Jerry Smith
Called Mindspring and Stanley is not in but says he will be in all day tomorrow..
Wednesday, August 18, 1999 8:26:37 AM John Sanders
Called Stanley & spoke w/Frederick. He said Stanley was not in & to try back in a couple hours.
Wednesday, August 18, 1999 11:18:09 AM John Sanders
Called Stanley & spoke w/Sven. Sven spoke w/his supervisor & said Stanley was be in after 1800 EDT today. This tkt is

waiting on Stanley to say we can close it or to give us another call example to check. We have been waiting on Stanley for almost 3 weeks.
Thursday, August 19, 1999 9:53:27 AM Rena Clark
closing ticket - Bell translation trouble corrected no responce back from Customer ticket open since 7/28
Referral Ticket # : Vi003111
Repaired Remarks :
Thursday, August 19, 1999 9:53:27 AM Rena Clark
bell translation trouble

Ticket # : 000000010041597
Account # : 10937571
Customer Name : SMART WORLD TECHNOLOGIES
Problem Description : Customer is unable to dial to 305-455-0800 from 305-932-3087 or 305-785-1114. They get a rec that says " You must dial a 1 or 0 " the when they dial the 1 or 0 it tell them that the 1 or 0 is not nescessary. This customer had a new T-1 installed two weeks ago Sif 132929. Please check and call Gilles at 212-812-4100 ext 4151. Tks!
Trouble Code : CCO
Ticket History :
Thursday, July 29, 1999 8:26:20 PM Jerry Smith
Called the calling from 305-932-3087 to delta 305-455-0800 out to UNE spoke to Greg ticket Hi002379
Thursday, July 29, 1999 8:49:03 PM Jerry Smith
On the call from 305-785-1114 to Delta 305-455-0800 tried calling this out to Sprint 800-743-6223 but
get ring no answr..
Friday, July 30, 1999 8:36:04 AM Jeanene Fleming
Joel with Bell called & he said the trouble should be corrected. Translations trouble. I call Gilles & he is going to call
customer to see if they are able to complete calls. Holding til end of day.
Monday, August 02, 1999 8:43:23 AM Lori Whisenant

Spoke with Gilles and he will check with cust and call me back.
Monday, August 02, 1999 9:20:14 AM Jeanene Fleming
changed buckets
Monday, August 02, 1999 9:35:46 AM Lori Whisenant
Gilles called back in to say that all calls can be completed now. Closing ticket.
Referral Ticket # : Hi002379
Repaired Remarks :
Monday, August 02, 1999 9:35:46 AM Lori Whisenant
bs translations

Ticket # : 000000010042759
Account # : 10948321
Customer Name : HARTSFIELD CAPITAL GROUP INC
Problem Description : Per Pam she is unable to call to 7702612989 from 7704086391. she is getting cannot be completed as dial recording.
Trouble Code : 105
Ticket History :
Friday, August 06, 1999 11:59:20 AM Pam Duncan

src
Friday, August 06, 1999 4:53:30 PM Michael Leak
checking
Friday, August 06, 1999 5:48:44 PM Michael Leak
Sif 80430 ..... AC206577 called out to bell
Friday, August 06, 1999 10:00:27 PM Shane Young
clive called in and said that 7704086391 as lnp it is dlt. 770261 is not dlt i checked and it belongs to INTERMEDIA
COMMUNICATIONS INC.
Friday, August 06, 1999 10:03:53 PM Shane Young
TOLD HIM I WOULD CALL HIM BACK.
Friday, August 06, 1999 10:05:47 PM Shane Young
clive said that they would need tie 26 code.
pulled cdrs from 7704086391 and to 7702612989 and did not find any.
Saturday, August 07, 1999 8:24:15 AM David Cecil
David with BS says he needs 26 code on this trunk group that we are sending this call over.
Saturday, August 07, 1999 8:25:38 AM David Cecil
Friday, August 06, 1999 5:48:44 PM Michael Leak
Sif 80430 ..... AC206577 called out to bell
Monday, August 09, 1999 10:54:17 AM Jerry Smith
Worked with Keven and Dockery with Bell and also with Olend dennis and Richard O and looks like
this is a SS7 link problem. Richard made test call and showing this going to 001-176-060 to Intermedia
but call is dropping. Keven going to try to get SS7 group to check this nd will call us back..
Monday, August 09, 1999 1:36:05 PM Jerry Smith
Worked with Kenen with Bell and with Richard O and finally Bell found that they had to open up the LRM on the MCI code to
make this work. called customer Pam and she made test call and completes not . Ok to close ticket..
Referral Ticket # : Gi012902
Repaired Remarks :
Monday, August 09, 1999 1:36:05 PM Jerry Smith
Bell translation trouble had to opene LRM code on the MCI side..

Ticket # : 000000010043046
Account # : 10248748
Customer Name : DELTACOM-TESTING
Problem Description : test plan **********

dialed to nubmer.... 553 -0992....local call

---------- Forwarded by Bridget Alexander/DeltaCom on 08/09/99

08:45 AM ----------
To: Bridget Alexander/DeltaCom@DeltaCom
cc: Barry Whitesell/DeltaCom@DeltaCom
Subject: Re: greensboro local

Tested number from 336-273-1767 *and got a number* disconnected message.
Trouble Code : 105
Ticket History :
Monday, August 09, 1999 3:42:00 PM Jeanene Fleming

screened ticket
Tuesday, August 10, 1999 7:25:49 AM Jerry Smith
Checking 1638
Tuesday, August 10, 1999 9:32:07 AM Jerry Smith
Tried to turn this out to UNE but per mary they will not take trouble withour LRN or AC code. There is
no LRN on this since this is a Deltacom number. Called this out to Small Bussiness Repair spoke to Trinnie..
Tuesday, August 10, 1999 2:32:28 PM John Sanders
Lady w/Bell BRC called. Tried to explain tbl to her. She gets disconnect recording calling from cable pair. She did not
know if there was tag on recording or if she got tones. She will try again & call back.
Tuesday, August 10, 1999 4:06:38 PM Jerry Smith
Tried calling this out to UNE again and this time got a different person. Spoke to Greg and got ticket
Ci005282
Wednesday, August 11, 1999 8:21:06 AM Lori Whisenant
John/UNE called and they handed this off to translations, with NTF. They made test calls which completed. Dm for 24.
Wednesday, August 11, 1999 10:30:59 AM Jimmy Harper
Elsie with bell small business repair called referring to this tkt. She said test calls to the line # complete and that
they are not showing 336-273-1767 as a working # in their system. I let her know that if we need anything else we would call
them back.
Thursday, August 12, 1999 3:59:23 PM Jerry Smith
Called Bridgett and left her a V/M to call me back..
Friday, August 13, 1999 7:45:22 AM Amanda Bright
Bridget called and sd this trbl is fixed and to close tckt.
Will hold so Jerry can close tckt with correct resolution.
Friday, August 13, 1999 4:02:30 PM Jerry Smith
Bell corrected problem..
Referral Ticket # : Ci005282
Repaired Remarks :
Friday, August 13, 1999 4:02:30 PM Jerry Smith
Bell corrected translations.

Ticket # : 000000010043109
Account # : 10937290
Customer Name : SOCAR INCORPORATED
Problem Description : PER CUSTOMER WHEN CALLERS CALL IN ON 843 669 NUMBERS WHICH IS LOCAL CALLS CALL CANNOT GO THROUGH. CALLERS GET RECORDING SAYING LINES ARE NOT IN SERVICE.CUSTOMER CAN MAKE OUTGOING CALLS. CUSTOMER IS HAVING INBOUND CALLS ON BOTH LOCAL AND LONG DISTANCE.
Trouble Code : 706
Ticket History :
Tuesday, August 10, 1999 9:16:23 AM Jeanene Fleming
screened ticket
Tuesday, August 10, 1999 10:01:37 AM Dennis Bunch
This is an incoming LNP issue, reassigning to SRC.
Tuesday, August 10, 1999 10:13:55 AM Jerry Smith
checking 1638
Tuesday, August 10, 1999 10:38:11 AM Jerry Smith
Called out to UNE spoke to Greg ticket Ci005255

Tuesday, August 10, 1999 2:44:30 PM Jerry Smith
Braa with UNE called and adv they corrected translation on the 843-669 and should be ok now. Ask
him to dm ticket for 24hrs. called customer Ken and he says seems to be working fine now and
ok to close ticket.
Referral Ticket # : Ci005255
Repaired Remarks :
Tuesday, August 10, 1999 2:44:30 PM Jerry Smith
UNE corrected translation on 843-669

Ticket # : 000000010046889
Account # : 10248748
Customer Name : DELTACOM-TESTING
Problem Description : we need to put in a trouble ticket with bell because they are not accepting equal access, IXC, calls to the ATHNGAMA02TN1054 tandem. (This is our trunk group from Atlanta switch.)
ATHNGAMA02TN1054 D017 ST

Originating number is 7064339999
Terminating Number 101033312562419988.

NONE OF THE OTHER CARRIERS WORK FROM THIS OFFICE WHEN DIALING 101XXXX.

Trouble Code : INF
Ticket History :
Tuesday, September 07, 1999 6:18:35 PM Jerry Smith
Calling out to UNE..
Tuesday, September 07, 1999 6:39:20 PM Jerry Smith
The AC code is AC211746 called out to UNE spoke to Ray ticket Gi014410
Tuesday, September 07, 1999 7:28:26 PM Jerry Smith
Gladis with UNE called and adv they need the OZZ code for this. I did not know what it was
and she says it would be a 3 digit number.Adv her we would have to call her back with this info.
Wednesday, September 08, 1999 5:31:33 PM Jerry Smith
Darl with UNE called and adv he going to get the CO in Athens Ga to check the translations on
this trnk grp.
Thursday, September 09, 1999 8:15:35 AM Tina Morrow
Clay with Bell Une called and said that they changed translations on this and that it should be fixed now. He said his test
call is fine but that we might want to get someone to do a test call for us also. He is putting it in delayed maintenance
for 24 hr.
Thursday, September 09, 1999 9:55:16 AM Tina Morrow
I called and spoke with
Thursday, September 09, 1999 9:57:28 AM Tina Morrow
I called and spoke with Larisa and told her that the problem should be fixed. I asked her to make some test calls to verify.
She said she would and would call back and let me know if it was fixed.
Thursday, September 09, 1999 11:55:10 AM Tina Morrow
Larisa E-mailed me this message.

I made test calls again from 7064339999 to this tandem and could not get

through.

Example (to: 101033312562414304)

I am sending them 10 digits, the tandem is
1 ATHNGAMA02TN1054 D017 ST
2 EAPEG

Please ask them to check again.

Thursday, September 09, 1999 4:22:22 PM Jerry Smith
Opend a new tickcet and closed th old ticket as I had opened the old one with calling from the 256 number to the 706 number
but that is not correct. It is calling from the 706 to the 256. Called out to UNE spoke to Gege ticket Gi014522
Friday, September 10, 1999 10:00:59 AM Pam Duncan
UNE called and said to have test call made now and see if completing. I was busy and ask him to DM ticket. Sending Jerry email - he will be in @ 11.
Friday, September 10, 1999 11:53:37 AM Jerry Smith
Called Lisa nd she made test call again and still does not work. Caled UNE back and spoke to Betsey and adv her still ddoes not work..
Friday, September 10, 1999 1:57:29 PM Jerry Smith
Worked with lisa and withSteve with Bell and they got the NISC ion the line and determined the CIC code was not set up correctly. Tehy corrected and calls complete now. lisa making test call on all of the numbers to fonfirm and will call me backk.
Friday, September 10, 1999 5:00:34 PM Jerry Smith
Lisa called back and adv everyhing fine now and ok to close ticket..
Bell translations trouble..
Referral Ticket # : Gi014522
Repaired Remarks :
Friday, September 10, 1999 5:00:34 PM Jerry Smith
Bell did not have the CIC code set correctlt. bell translations troublem..

Ticket # : 000000010047435
Account # : 10960763
Customer Name : ATLANTIC.NET
Problem Description : Calls from 352-542-8446 to 352-471-2110 can not connect.
Trouble Code : CSD
Ticket History :
Thursday, September 09, 1999 5:49:23 PM Jerry Smith
Checking 1638
Thursday, September 09, 1999 5:51:23 PM Jerry Smith
Called out to UNE spoke to Sherry ticket Vi003546
Thursday, September 09, 1999 10:05:32 PM Jerry Smith
Mike with UNE called and adv they have sent this to trnslations twice and each time they found no trouble. UNE holding ticket until tomorrow. Sending John an E-mail as think this maybe that they can not connect at 64 K..
Tuesday, September 14, 1999 8:49:07 AM John Sanders
Per e-mail from Karen Furtick, Delta tech tested from NPA-NXX & test was good. Closing tkt as Bell Translations Tbl.

Referral Ticket # : Vi003546
Repaired Remarks :
Tuesday, September 14, 1999 8:49:07 AM John Sanders
Per e-mail from Karen Furtick, Delta tech tested from NPA-NXX & test was good. Closing tkt as Bell Translations Tbl.

Ticket # : 000000010036900
Account # : 10935872
Customer Name : LINCOLN FINANCIAL GROUP INC
Problem Description : Ref. old ticket ***33590*** per Ty - still getting recording when dialing about half of 800 nos they call. He said he was told to call in if he had any more trbl. He had a new call example to 256 830 6210 from 6-22 - got recording on also.
Trouble Code : CCO
Ticket History :
Wednesday, June 23, 1999 3:10:57 PM Amanda Bright
Screened
Wednesday, June 23, 1999 11:06:18 PM Aaron Burton
pulled CDR from 2568306210 and see calls out of state pulled CDR from

2563823264 and see several calls with trment code 85
ANI databases failure
Wednesday, June 30, 1999 9:05:56 AM Jo Cole
checking/1974

Calling Ty to monitor. I was not able to find cdrs (AMA) for customer call example.
Wednesday, June 30, 1999 9:14:41 AM Jo Cole
I called Ty and he sd. he had trbl this a.m. making a LD call to 2052780205 from 2563823268. He sd. he made two calls. One went to "if you would like to make a call please try your call again", The 2nd call completed. I found cdrs for the call that completed
Wednesday, June 30, 1999 9:34:18 AM Jo Cole
I called Justin and he thinks that maybe Ty misdialed on the first Ld call. Waiting for Ty to call in with call examples for more 800 calls today. He has not had any other trbl with local calls. There was just the trbl with the 8306210, which is a bell time & temp #. He sd. it is now working.
Wednesday, June 30, 1999 4:16:55 PM Jo Cole
No response from Ty today. Will hold tkt.
Thursday, July 01, 1999 2:05:00 PM Jo Cole
Ty called with call examples:

To: 8002554219 10:10 a.m.
Thursday, July 01, 1999 2:14:22 PM Jo Cole
8003316581 12:40p.m.
Thursday, July 01, 1999 4:29:43 PM Jo Cole
Calling out to UNE

From: 2563823264
To: 8002554219 & 8003316581
We are handing calls off to the HNVIALUN0GTN tandem and they are getting completed. AF150450.

Openening tkt. with UNE/Sherry
Thursday, July 01, 1999 4:42:04 PM Jo Cole
Sherry/UNE opened two tickets

8002554219- Ki003192
8003316581- Ki003193

I called Ty and advised that we handed this off to Bell. I asked him to give this a couple of days and see if the situation
gets better. Holding tkt.
Thursday, July 01, 1999 7:49:22 PM Jerry Smith
Katie with UNE called adv Translations made a change for Bell to do the qry on this and thinks that will
correct the problem. need to call customer in the AM and see works now..
Friday, July 02, 1999 7:22:24 AM Pam Duncan
will follow up with Ty. This trbl. has been reported several times.
Friday, July 02, 1999 9:21:50 AM Pam Duncan
called Ty and advised of above notes..... Ty said he is still having problems. It has already started this morning.
Friday, July 02, 1999 10:49:47 AM Johnny Flynn
Ray UNE Bell called in stating that they made some changes and wanted customer to make test call.

I called Ty to make test call, but got VM. Left VM for Ty to try call and call 8002405000 w/results.

Ray is to DM tkt till 1700 today.
Friday, July 02, 1999 10:57:55 AM Pam Duncan
..

Friday, July 02, 1999 6:20:24 PM Jerry Smith
Eric called adv translation did not find any trouble..
Wednesday, July 07, 1999 1:17:36 PM Johnny Flynn
Ty called in stating that he had another 800 trbl and gave me the example of 8002546265 07/07/99 @ 1310.
Wednesday, July 07, 1999 1:54:24 PM Pam Duncan
...
Wednesday, July 07, 1999 2:39:22 PM Pam Duncan
Ty just called back with new call ex. - 800 331 6581 (getting if you'd like to make a call please hang up and try again.)
Call made about 2 today. Ty ask that I forward this info. to Justin Smith. He is really frustrated.
Wednesday, July 07, 1999 4:37:39 PM Pam Duncan
Justin said this needs to be called back out to Bell. i looked and every call ex. ATT is resporg. on. Also looks like call
examples are all to modems or other divisions of same Co. Sending info. to Rena.
Monday, July 12, 1999 8:58:43 AM Jo Cole
Per Pam Rena has been working on this trbl. Emailed Rena for status.
Tuesday, July 13, 1999 9:00:25 AM Jo Cole
Rena has been working with Danny & TAC grp on this trbl. She has paged Danny to check and see what they found on this.
Tuesday, July 13, 1999 2:13:30 PM Jo Cole
Justin working on trbl
Tuesday, July 13, 1999 3:30:59 PM Jo Cole

We were going to try and dedicate on member on a trunkgrp to bell and duplicate trbl. Justin set this up, but it will not
work. I called Ty and asked him to call me as soon as he has another trbl. Need to pull AMA record and call trbl out to
Bell for member. This is very sporadic. Very hard to duplicate
Thursday, July 15, 1999 11:43:58 AM Jo Cole
Richard changed this to route to BHM instead of Hvl access tandem. I called Ty and he has not had any trbl this a.m. Ty is
going to monitor calls today and call me back. Richard says this will identify trbl being with GC @ At&T releasing the worng
access tandem back to us.
Monday, July 19, 1999 4:33:25 PM Jo Cole
I spoke with Ty and they have not had any trbls since this has been changed to route to BHM. I emailed Justin and he replied
as follows:

I would open another ticket with Bell. Tell them they don't have enough trunks out of the Huntsville tandem to ATT. Tell
them when you send it from Huntsville to the Birmingham office it completes every time. Escalate. If none of this works,
contact Steve Brownworth with your info. Tell him Bell needs more trunks to ATT or else they need to fixe their
translations.
Monday, July 19, 1999 4:36:15 PM Jo Cole
Calling another trbl out to Bell
Monday, July 19, 1999 4:47:06 PM Jo Cole
I called trbl bk. out to UNE/GiGi Ki003364
From: 2563823264
To: 8002554219
AF150450
"if you would like to make a call please hang up and try again"

DO NOT CLOSE THIS TICKET OUT WITH UNE AS NTF— ESCALATE TRBL.

Wednesday, July 21, 1999 6:23:53 PM Jo Cole
Caly/UNE called and they have added 96 trunks into HVL tandem to carry AT&T traffic. This is supposed to be completed by
Friday. I am emailing Richard to change this back to HVL access tandem at 12 noon on Friday. Bell is holding tkt. open

until they call me Friday afternoon.
Friday, July 23, 1999 3:51:59 PM Jo Cole
John/UNE is checking to see if the Bell-AT&T trunks were turned up. He will call me back.
Friday, July 23, 1999 4:08:26 PM Jo Cole
Per Clay/UNE all trunks have been added to HVL. Called Ty- Per himt hey have not had any trbls in a good while. I advised
that Bell had added more trunks and we were going to cut traffic back to HVL access tandem. Emailed Richard.
Monday, July 26, 1999 6:14:00 PM Jo Cole
Richard made changes at 0800 this a.m.. I will call ty in the a.m. to see how things are going.
Tuesday, July 27, 1999 5:49:40 PM Jo Cole
I called and left a vm for Ty to rtn my call
Wednesday, July 28, 1999 1:14:07 PM Jo Cole

I called Ty and trbl seems to be corrected. Closing tkt.as Bell trbl
Referral Ticket # :
Repaired Remarks :
Wednesday, July 28, 1999 1:14:07 PM Jo Cole
Bell had to add 96 new trunks into AT&T.

Ticket # : 000000010042434
Account # : 10627065
Customer Name : PEOPLE'S BANK AND TRUST COMPANY
Problem Description : Dawn called in very very upset about that once we restricted her toll free 8002788725 from 99/08/04 STACEY/CSC SENT P1 TO BLOCK THE FOLLOWING 334 AREA CODE EXCHANGES FROM 99/08/04 CALLING 8002788725:872,874,875,876,418 PER DAWN, that they are getting a recording on the tollfree from 3344188285 to 8002788725 that the call cannot be completed as dialed and this customer wants this fixed in a hr to say the number you have reached is not allowed from your calling area. She doesn't want her customer's thinking that they have dialed a wrong #. Dawn is at 3344188285 wanting you to call her with update asap. Thanks.
Trouble Code : ROC
Ticket History :
Wednesday, August 04, 1999 1:56:22 PM Jeanene Fleming
screened ticket
Wednesday, August 04, 1999 2:17:34 PM Amanda Bright
Checking - ext 1333.
Wednesday, August 04, 1999 2:45:19 PM Amanda Bright
Emailed Kirk Townsend about. Waiting on Reply.
Thursday, August 05, 1999 7:41:55 AM Amanda Bright
below reply from Kirk Townsend:
I do not put the recordings on the toll free numbers. I just block and unblock in the sms. I have no control over what it is saying.
Thursday, August 05, 1999 10:20:53 AM Kim Carey
Please call Dawn back with status as soon as possible. THanks!
Thursday, August 05, 1999 11:34:16 AM Amanda Bright
We are sending out of bound rec to the called from #'s local, and the from #'s local co is responisble for the rec from that point.
Called Dawn and left her a VM to rtrn my call.
Thursday, August 05, 1999 5:00:05 PM Jo Cole
I worked with customer and she conferenced her bell contact on with us. I advised that Bell was querying the SMS and getting blkg information, but they were giving out the incorrect intercept msg. Her contact is going to get in otuch with John ward/Bell in the a.m. and they will call me back.
Friday, August 06, 1999 2:37:31 PM Jo Cole
Customer/Dawn and Bell sales rep/Tom Ward called and was very ugly about this situation and advised us that we have a problem and we need to correct it. I conferenced Wayne on the line and he spoke with this Bell employee. He was also very rude to Wayne. Wayne asked to escalate to John's super and the super above him, and John would not let him speak with anyone. I called the Switched ACAC/David and he opened a tkt. ZW030315. wayne is contacting our Bell account rep.
Monday, August 09, 1999 11:30:37 AM Jeanene Fleming
changed assigned to per Jo
Monday, August 09, 1999 11:47:19 AM Jo Cole

David/UNE called and per the Bell Nisc- They are sending out the correct intercept
Monday, August 09, 1999 5:37:31 PM Jo Cole

I advised Wayne Moona nd he is working on this.
Tuesday, August 10, 1999 12:46:11 PM Amanda Bright
David /UNE called wanting status on this. I called Wayne Moon but got VM. Asked David to hold until we can get back with him.
Tuesday, August 10, 1999 12:50:57 PM Amanda Bright
Emailed Wayne Moon.
Wednesday, August 11, 1999 11:23:49 AM Jo Cole
Per Wayne's email-
Can we have someone tell us what intercept the database sent back. When we do the e800verify command for this area we receive OBA (out of band) treatment. What do they see?

I called the Switched ACAC/Joe and per him they are getting "Disco" intercept message from STP, which gets the information from SMS. I emailed Wayne. Bell is holding tkt. open.
Thursday, August 12, 1999 11:05:08 AM Jo Cole
Justin emailed me to obtain the 800#. Justin is working on this.
Friday, August 13, 1999 11:44:01 AM Jo Cole
I emailed Justin to find out status on this trbl
Friday, August 13, 1999 2:41:19 PM Jo Cole
Per Justin- This is a Bell toruble, but we have corrected it in SMS. We removed SMS blkg in Alabama and put the blkg in our switch. All blockage is being done by our switch and not SMS. I have Emailed Wayne to see what I need to tell customer. I don't think the customer is going to believe me when I tell them that Bell has a problem, but we can fix it. I am sure she is going to question why this wasn't done in the first place.
Friday, August 13, 1999 6:34:25 PM Jo Cole
Per Wayne need to advise customer the following:
"Tell her since Bell has not been able to correct, that we have placed her number(s) through various translations that are not ITC^D standard to correct her problem until Bell can correct." I am going to call csutomer on Monday and have her check this.
Monday, August 16, 1999 11:27:45 AM Jo Cole
I called and left a vm for Dawn to rtn my call.
Tuesday, August 17, 1999 11:49:38 AM Jo Cole
Customer is still out of the office. I left a Vm that the intercept recording had been corrected. I advised to call us back if she had any other trbls. Clsoing tkt.
Referral Ticket # :
Repaired Remarks :
Tuesday, August 17, 1999 11:49:38 AM Jo Cole
Bell trans- Wrong intercept recording. Wayne chenged our routing to block in our switch instead of the SMS.

Ticket # : 000000010044723
Account # : 10956860
Customer Name : MUM-LLC DBA GCO CARPET OUTLET
Problem Description : Per Mike line 2563558134 you can not call in but you can

call out on it.
Trouble Code : 105
Ticket History :
Thursday, August 19, 1999 5:31:37 PM Jo Cole
Screened tkt- Assigned to SRC-

Checking/1974
Thursday, August 19, 1999 6:05:30 PM Jo Cole
There seems to be a trbl in the Decatur area with RCF #'s.

2563558134 RCF 2562602164

The Bell number 2563558134 is getting "your call cannot be completed as

dialed"

The Delta # 2562602164 works fine.

I opened a tkt. with UNE/Mary Ki003827

I called and advised customer Lee.
Thursday, August 19, 1999 9:29:55 PM Shane Young
CLIVE CALLED IN AND SAID THAT TRANS CHANGED FROM 10 DIG TO 7 DIG AND SHOULD BE WORKING.
Friday, August 20, 1999 11:29:19 AM Jo Cole
Bell corrected trans trbl- They were sending 7-digs instead of 10. Trbl now corrected. I made a test call to Mike and he
advised trbl clr.
Referral Ticket # : Ki003827
Repaired Remarks :
Friday, August 20, 1999 11:29:19 AM Jo Cole
bell trans trbl

Ticket # : 000000010045184
Account # : 10972537
Customer Name : HUNTINGDON COLLEGE
Problem Description : Customer is totally unable to receive calls. I made a test call to them from 2562646943 and slo rec'd a fast busy.
Trouble Code : CBC
Ticket History :
Tuesday, August 24, 1999 12:56:44 PM Jo Cole
checking/1974
Tuesday, August 24, 1999 1:54:30 PM Jo Cole
Not enough info in ticket. There is no line numbers in the ticket.
Calling customer to obtain information to make sure this
is lines on the local T1. The T1 PRAHTCL138212 is up and I do see calls on it. Need specific line numbers.

I called and spoke with Ken and he thinks the trbl is clr now, but he will check and call me back. He sd. the number in
trouble is 3348334425. I am getting Fast bsy when trying to call this number. Checking traver.
Tuesday, August 24, 1999 2:03:55 PM Jo Cole
Calls complete over traver out to Loop-around trunks. I called the Montgomery sales ofc and Amy was able to complete as a

local call.

I tried over MCI (222) and getting fast bsy, Sprint (333) completes.
Emailing Switching Trunking translations.
Tuesday, August 24, 1999 5:39:06 PM Jo Cole
I found my calls that were term to trkgrp 2144 SWB (AF144184). I called this out to UNe/Sherrie. She opened tkt.Ki003905.
Customer/Ken Garrett needs to be updated at home @ 3342775822. emailed Mike Greene
Tuesday, August 24, 1999 6:04:56 PM Pam Duncan
David / UNE called back to verify AF code was from 256-264.... Also ask if no. calling was Dlt. no. (it is LNP) He has
ref. it out.
Tuesday, August 24, 1999 6:59:21 PM Pam Duncan
Bell/ David called and said translation trbl - has been corrected. I made test call and got the school - recording. Called
for Ken and he was not in. Left message with his wife that call was completing now.
Wednesday, August 25, 1999 11:38:51 AM Jo Cole
I called and left a vm for Ken to rtn my call.
Wednesday, August 25, 1999 1:04:46 PM Jo Cole
I spoke with Ken Garrett and trbl is clr. CLosing tkt.
Referral Ticket # : Ki003905

Repaired Remarks :
Wednesday, August 25, 1999 1:04:46 PM Jo Cole
Bell trans corrected

Ticket # : 000000010046155
Account # : 10810182
Customer Name : ITC DELTACOM - JACKSONVILLE FL ADMIN
Problem Description : PER CUSTOMER WHEN TRYING TO DIAL NUMBERS CONSISTING OF 904-261 AND 904-277 WHICH ARE LOCAL CALLING AREAS . CALLS CANNOT GO THROUGH.
Trouble Code : 706
Ticket History :
Tuesday, August 31, 1999 1:18:03 PM Lori Whisenant
SRC
Tuesday, August 31, 1999 2:11:16 PM Jo Cole
checking/1974
Tuesday, August 31, 1999 2:11:58 PM Jo Cole
checking/1974
Tuesday, August 31, 1999 2:44:27 PM Jo Cole
Need complete numbers. I called and left a vm for John to rtn my call.
Jessica is not aware of any trbls on these exchnges
Thursday, September 02, 1999 1:23:34 PM Jo Cole
John called back and the numbers he is having trbl with is:

From: 9048616700
To: 9042614687

The traver is giving a 3523872614 as the route information. What number is this?

From: 9048616700

Response from Robbie Williams:
From: 9048616700
To: 9042614687

The Jacksonville sales office is in CENTREX and the number must be dialed with a prefix of 9 and then the number to be dialed
and your traver must be done the same. When you do the traver with the prefix of 9 it will give you a vert group. Redo your
traver with the prefix of 9 and after the "B" put "RTEVFG ALL". Thanks.

I need a 26-code for JCVLFLCL05T. I emailed Mark Valentine on Tuesday. No response. I am emailing Eric Holman
Thursday, September 02, 1999 2:38:26 PM Jo Cole
Eric called and advised that we do not have trunks into the Jacksonville 05T tandem at this time. We send all calls to the
San Marco Tandem AC214509. I called trbl out to Donna/UNE. She opened trouble ticket # VI003453
Thursday, September 02, 1999 6:33:33 PM Jo Cole
Kevin/UNE called and advised that they had a trans trbla nd should be corrected. I have emailed John
Tuesday, September 07, 1999 11:27:56 AM Jo Cole
Per John these exchanges are now working. CLosing tkt.
Referral Ticket # : VI003453
Repaired Remarks :
Tuesday, September 07, 1999 11:27:56 AM Jo Cole
Bell corrected trans trbl

Ticket # : 000000010047011
Account # : 10370252
Customer Name : DATA SUPPLIES INC-110 ATLANTA GA
Problem Description : From: PBXDSI2W
To: 8642716666

"Memcall recording"
Trouble Code : 105
Ticket History :
Tuesday, September 07, 1999 3:08:35 PM Jo Cole
checking/1974
Tuesday, September 07, 1999 5:01:23 PM Jo Cole
Calls are term to CLM2440. I called trbl out to UNE/Mary CI006037.

From: 7704496300
To: 8642716666
"Generic Memcall message"
AC204245
Tuesday, September 07, 1999 8:35:36 PM Jerry Smith
Mike with UNE called adv they sent to translations and was checked and they did not find any problem.
Says they made test call and completed. Holding ticket until 6pm tomorrow..
Wednesday, September 08, 1999 4:26:12 PM Jo Cole
Nancy has already gone for the day. I called the UNE and had the ticket DM for another 24 hrs. I made a call and I am
getting RNA at this time, but I want to make sure it is working for Nancy.

Thursday, September 09, 1999 11:29:57 AM Jo Cole
I called and left a vm for Nancy to rtn my call.
Thursday, September 09, 1999 12:38:41 PM Jo Cole
Per Nancy calls are now completing. Closing tkt.
Referral Ticket # : CI006037
Repaired Remarks :
Thursday, September 09, 1999 12:38:41 PM Jo Cole
Bell trans trbl

Ticket # : 000000010034974
Account # : 10757680
Customer Name : TURNER PADGET GRAHAM AND LANEY PA
Problem Description : Per Dolly Rodgers all customers use at&t suncom mobile phones. When they dial into the office to DID #'s (when they are on these mobile phones) they can not get through, instead thy get sent back to the receptionist. One mobile phone number is 8432292142.
Trouble Code : 105
Ticket History :
Wednesday, June 09, 1999 4:13:37 AM Lamar Alverson
CHKG !!!
Wednesday, June 09, 1999 4:17:01 AM Lamar Alverson
I tried to pull call records on 8432292142 & did not see any calls .
Need to get the #'s they are dialing & the time these calls were placed .
Wednesday, June 09, 1999 8:55:09 AM John Sanders
Changed to SRC bucket.
Wednesday, June 09, 1999 10:33:06 AM John Sanders
Called Miriam @ 843-662-9008 & asked her for phone # for AT&T/SunCom. She gave me 843-229-7301. Called SunCom & spoke
w/Peggy. Gave her info & she said she would get with tech to check & call me back. Waiting on SunCom to call back.
Wednesday, June 09, 1999 11:43:28 AM John Sanders
Worked w/Jerry Blue & Richard Oravetz. Jerry thought it might have been a translations tbl. Richard made some translations
changes & then made local tst calls that completed ok. Called Miriam @ 843-662-9008 to have her make tst calls & she said
she would get back with me. E-mailed Dolly Rodgers with info & to have her make tst calls or have Terry Myers make tst
calls. Waiting on call backs.
Thursday, June 10, 1999 9:04:00 AM John Sanders
Called Miriam & had her try tst calls. She called to 656-4421 from the console & call completed ok. She tried calling from
(843)-229-9065 to (843)-656-4421 and call rang into her console instead of correct extention. Told her I would call SunCom

again.
Thursday, June 10, 1999 9:56:30 AM John Sanders
Called Peggy & she gave # 843-229-9902 for Dana, tech. Called Dana & refreshed his memory of situation. He is calling Chris
Broom about tbl. Asked him how many digits they send us. Waiting on callback from Dana and/or Chris.
Thursday, June 10, 1999 10:44:41 AM John Sanders
Dana called back. He said they send 10 digits. He said they send to Palmetto Net & they send call out. Will need to check
w/translations.
Monday, June 14, 1999 2:53:05 PM John Sanders

John Wilkerson called. He said he is still unable to call his ofc number from his SunCom cell phone, (843)- 229-2142. He made tst call between 1445 & 1450 CDT today, 6/14/99. Told him we were still working on tbl. Pulling call records.

Monday, June 14, 1999 4:45:06 PM John Sanders

Checked call records & see some (843)-229-xxxx calls coming to us on trkgrp FLRNSCMA60TM1056 in SWC. Looked for 2-6 codes on trkgrp. There are 5 T1s in this trkgrp. Checked CICs on trkgrp FLRNSCMA60TM1056.

FLRNSCMA60TM1056 1-24 DTC 7-13 CIC 73-96 the 2-6 code is NONE SIF 39993.

FLRNSCMA60TM1056 25-48 DTC 27-16 CIC 625-648 the 2-6 code is AC200608 SIF 118844.

FLRNSCMA60TM1056 49-72 DTC 46-12 CIC 701-724 No 2-6 code SIF 126060.

FLRNSCMA60TM1056 73-96 DTC 46-5 CIC 725-748 No 2-6 code SIF 127233.

FLRNSCMA60TM1056 97-120 DTC 44-14 CIC 749-772 No 2-6 code SIF 126062.

Can not find the following T1s in CICQUERY: SIF 126060, SIF 127233, or SIF 126062.

Could some of the calls I am NOT seeing be on these 3 T1s?

Pulled call records for calls from John Wilkerson's cell phone, (843)-229-2142. Found 3 calls. 1 on 5/24/99, 1 on 5/27/99, & 1 on 6/11/99. All 3 calls went to (843)-656-4400. Still checking.

Tuesday, June 15, 1999 8:11:53 AM John Sanders

Called Miriam & had her make tst calls. She made 2 calls to (843)-656-4421 & both calls went to her desk instead of correct extension. Looked like 2nd call hit slot 2 of T1. Checking.

Tuesday, June 15, 1999 1:44:43 PM John Sanders

Miriam made some more tst calls between 1025 & 1045 to (843)-656-4421/4428/4431/4438 from her cell phone (843)-229-9065. Had trkgrp up in switch & thought I saw calls hit trkgrp. E-mailed Richard Oravetz to see if he can pull AMA records from Columbia switch on these calls. Called Dana w/SunCom @ 843-229- 9902 & asked him if he could trace calls made by a customer. He said I would need to call tech support @ 843-579-8000. Still checking.

Tuesday, June 15, 1999 2:09:47 PM John Sanders

Called SunCom tech support @ 843-579-8000 & lft msg for them to call me. Asked if they can trace a call or pull call records. Also asked if they do dip on numbers or if they have Bell dip numbers.

Wednesday, June 16, 1999 11:08:37 AM John Sanders

Called SunCom @ 843-229-7302 & spoke w/Shay. She gave me # for Chris Broom @ 843-602-6205. Called Chris & lft msg for him to call me. Asked how many digits they sent out, who they sent them to, & who did dip on LNP #s. Waiting on call back.

Thursday, June 17, 1999 2:41:31 PM John Sanders

Paged Chris Broom w/SunCom.

Thursday, June 17, 1999 3:18:40 PM John Sanders

Chris Blanton returned my call. He gave me # for Chris Broom, 843-455-6630. Called Chris Broom & lft msg for him to call me. He called me back @ my ext. Gave him info & he said he would have it

fixed in 10 min & call me back. Gave him 229-9065
& 229-2142 as called from #s to 656-44xx numbers. Waiting on Chris to
call me back.
Thursday, June 17, 1999 3:51:56 PM John Sanders
Miriam Sirmon called & said John Wilkerson had spoken w/her about tbl.
John told her that when cell phone was in digital
mode he could not call his ofc # 656-4420, but when the cell phone was in
the analog mode he could call his ofc #. I called
Chris Broom @ 843-455-6630 & lft msg with info.
Friday, June 18, 1999 9:54:28 AM John Sanders
Ken w/SunCom called & said all they did was pass digits to Bell, it had to
be a Bell tbl or DeltaCom tbl. Called Chris Broom
w/SunCom @ 843-455-6630 & gave him info that John Wilkerson had given me.
He will check into it & call me back. Called John
Wilkerson & verified DIGITAL calls went to front desk & ANALOG calls when
to correct number. Told him I had given info to
SunCom & they were checking on it.
Tuesday, June 22, 1999 9:00:22 AM John Sanders
Checked call records & do not see any calls from (843)-229-9065/2142 to
any # other than (843)-656-4400. Called Chris & he
asked if customer was still having tbl. Told him I would check w/customer
& find out. He said Ken was working on PBX?????
Called Miriam & spoke w/Cindy. She said to call back in approx 10 min as
Miriam was on a break. Will call Miriam later.
Tuesday, June 22, 1999 9:37:55 AM John Sanders
Called Miriam & she has let her son use her cell phone. She said Donna
could not get John Wilkerson's cell phone right now.
Miriam will bring her cell phone in tomorrow & work w/me then. Called
Chris Broom & told him I would call him tomorrow after
customer makes tst calls.
Wednesday, June 23, 1999 2:14:49 PM John Sanders
Called Miriam & she does not have her cell phone with her. She said John
Wilkerson is in a meeting & can not make tst calls
either. Will call them back tomorrow.
Thursday, June 24, 1999 11:28:42 AM John Sanders
Called Miriam & she is not able to make tst calls again today, her other
son has her cell phone. John Wilkerson is not
available today either.
Monday, June 28, 1999 3:45:23 PM John Sanders
Called Miriam & she can not make tst calls today. She asked if we can
work on this tomorrow & told her I would not be here.
We will work on this wednesday.
Thursday, July 01, 1999 11:23:11 AM John Sanders
Called Miriam & she made tst call @ 1150-1154 EDT. She got fst bsy
calling (843)-656-4421. Pulling call record. Did not
find call record. Still checking.
Thursday, July 01, 1999 1:44:55 PM John Sanders
Called Chris Broom @ 843-455-6630 & lft msg for him to call me.
Tuesday, July 13, 1999 9:28:04 AM John Sanders
Called Miriam & she said they were snowed under at this time & she could
not make any tst calls. She asked that I call her
back after 1400 EDT & she would be glad to help then. Pulling call
records to see if any calls were made from her cell phone
in the last 2 weeks or so.
Wednesday, July 14, 1999 9:15:34 AM John Sanders
I did not find any call records of calls made from Miriam's cell phone in

the last two weeks.

Miriam called. She said John Wilkerson told her he could call his ofc # (843) 656-4420 ok from his cell phone while he was in Texas. She said he went to SunCom yesterday & talked with a lady in the back. He told her what was going on & when she tried making tst call from her 229 # call went to her instead of where she dialed. Miriam said I could call SunCom & ask for the lady in the back, she did not know who the lady was. I called SunCom @ 843-229-7301 & was transferred to Charlie. He will try to find out who spoke w/John Wilkerson yesterday. He said Chris Broom is coming in today & he will have Chris call me. Told him I wanted to set up conference on Friday with Chris & Miriam then Miriam can make tst calls & Chris can check to see if he sees them.

Friday, July 16, 1999 8:27:07 AM John Sanders
Called Miriam & she made tst call to 656-4421 & call went to Miriam's desk instead of correct #. Told her I would call SunCom & get us all on line.

Friday, July 16, 1999 8:41:12 AM John Sanders
Called Chris w/SunCom @ 843-455-6630 & lft msg for him to call me. Said I wanted to work on customer's tbl. Waiting on Chris to call back.

Friday, July 16, 1999 2:51:34 PM John Sanders
Chris w/SunCom has not called back. Called Miriam & she had gone to lunch. Called Miriam again & she had let her son have her cell phone. When she gets her cell phone back, I asked her to call 800-330-9517 & see what # she is calling from. She is going to use her husband's cell phone & call (843) 656-4421 & see if it goes thru ok. She will give me info on monday.

Monday, July 19, 1999 12:55:16 PM John Sanders
Called Miriam & she did not make tst calls this weekend. She also does not have her cell phone with her & will not have it until Friday.

Tuesday, July 20, 1999 2:47:06 PM John Sanders
Called Chris w/SunComm & he is home watching his kid/s. He said I could contact Stewart Osbornne w/SunComm @ 843-579-8255.
Called Stewart & lft msg for him to call me.

Wednesday, July 21, 1999 8:13:35 AM John Sanders
Dolly Rodgers called & wants tkt escalated with SunCom. Chris Broom w/SunCom is out the rest of the week so called SunCom @ 843-229-7301 & they gave me Mack @ 803-261-9888 to call about tbl. Called Mack Frost & spoke w/him about tbl. Told him I had called Stewart Osbornne & lft msg for him to call me. Told him I was escalating tkt to Stewart. Mack said Stewart would be the one to figure out the tbl.

Wednesday, July 21, 1999 11:54:50 AM John Sanders
Called Mack w/SunCom & he has spoken w/Stewart. They seem to think tbl is in PBX. Explained to him that other NXXs could call thru ok to ext without going to Receptionist. He will re-iterate that to Stewart. Mack will have someone in Florence ofc make tst calls from 229 #s. He said he would call me back in 10-15 min.

Wednesday, July 21, 1999 4:47:03 PM John Sanders

Worked w/Mack Frost. His tst calls go to receptionist also. He said Terry Head @ 843-579-8236 might be able to help me. I e-mailed him some background on the trouble they are having. I will call Terry in the morning. I am not able to pull AMA records of tst calls made by Mack or lady in SunCom Florence ofc.
Thursday, July 22, 1999 9:51:00 AM John Sanders
I e-mailed Terry Head w/SunCom last night & he e-mailed me the following info:

I have spoken with Ken Ramirez, who is our Switch Operations Manager. He has informed me that we are sending the numbers exactly as they are dialed to Bell South's Type II's in Florence, and from there we do not know what happens. Ken said that he can prove that we are doing this, and that is where our obligation ends when routing to a land line number. You may have spoken with him in the past, as he says that he remembers speaking with someone in your company regarding this. His e-mail address is kramirez@tritonpcs. com <mailto:kramirez@tritonpcs.com> . I

hope this helps.

Checking routes calls would be sent to us on.
Thursday, July 22, 1999 11:48:42 AM John Sanders
Talked w/Danny Bolding about tbl. He suggested I get with David Horton & have him monitor local SS7s in Columbia. Called David & he is setting up equip & will call me when set up. I called SunCom & they can make tst calls whenever we call them.
Thursday, July 22, 1999 2:17:09 PM John Sanders
David called & said he was set up. Called David & gave him called to number, (843) 656-4421 & called from NPA-NXX, 843-229.
Called SunCom @ 843-229-7301 & spoke w/Keisha. Asked her to make 4 or 5 tst calls to 656-4421. She said they were very busy & it may be awhile before they can do it. Asked her to call me when she had finished making tst calls.
Thursday, July 22, 1999 3:19:44 PM John Sanders
Keisha called & said she had gotten the wrong # that it went to Turner Padget Graham & Laney. I told her that was were it was supposed to go. Explained to her that calls were going to receptionist & not to correct ofc. She will make some more calls & call me back when finished. Called David & lft msg with info.
Thursday, July 22, 1999 5:26:57 PM John Sanders
David Horton called & said Bell is sending 7 digits to us. He said they are sending calls to us on FLRNSCMA60TN1067 & FLRNSCMA60TM1056. I checked 2-6 codes & FLRNSCMA60TN1067 is 2-6 code AC200444. FLRNSCMA60TM1056 is AC200608. Called Bell Switched ACAC & spoke w/Mark. Mark said to call tbl into Bell UNE & have them send it to the NISC. Called Bell UNE @ 800-811-9079 opt 1 & spoke w/Gray. Gave him info & he gave tkt # CI 004856.
Thursday, July 22, 1999 7:48:34 PM Aaron Burton
Both of the 2-6 codes belomg to the customer Bell needs and originating 2-6 code from the customer
Friday, July 23, 1999 8:13:44 AM John Sanders
Do not know what Aaron means so called Bell UNE. Called Bell UNE @ 800-811-9079 opt 1. Spoke w/Joey. He said they need 2-6 code of trkgrp SunCom sends call to Bell on. Called Terry Head & got his

vmb. Told Joey I would find something out & call
him back.
Friday, July 23, 1999 8:24:40 AM John Sanders
E-mailed Ken Ramirez w/SunCom/Triton PCS asking for 2-6 code ot trkgrp
they send call to Bell on.
Friday, July 23, 1999 10:02:22 AM John Sanders
Have swapped e-mails with Ken Ramirez & spoken w/Gigi w/Bell UNE. Gigi
sent me to Bell Wireless ACAC Switched @
800-517-3427. Called Wireless ACAC & spoke w/Gordon in Switched. He said
Triton PCS was only sending 7 digits. He knows
Ken Ramirez & said Ken needs to be sending 10 digits to the Bell Tandem.
I e-mailed Ken & asked him to send 10 digits to the
Bell tandem. Gordon opened tkt YC005490 on tbl to have his translations
set up to pass 10 digits & if Triton PCS-SunCom only
sends 7 digits for translations to insert NPA 843 to call. Waiting on
confirmation from Ken w/Triton PCS-SunCom.
Friday, July 23, 1999 10:39:41 AM John Sanders
Ken Ramirez e-mailed me back & said they have been sending & receiving 10
digits on these trkgrps for the past 10 months.
Called Bell Wireless ACAC Switched @ 800-517-3427 opt 3 & spoke w/Randy.
He is giving msg to Gordon to call me. Said to
tell Gordon, Ken said he is sending 10 digits.
Friday, July 23, 1999 2:20:39 PM John Sanders
Called Gordon in Bell Wireless ACAC Switched @ 800-517-3427 opt 3 & lft
msg for him to call me.
Friday, July 23, 1999 2:48:40 PM John Sanders
Gordon w/Bell Wireless ACAC Switched called me back. He said he had

spoken w/Ken Ramirez & Triton PCS-SunCom was sending 10
digits. Gordon said they have tbl corrected. He will hold tkt until we
call him back & let him know one way or the other.
Called Triton PCS-SunCom & spoke w/Keisha. She said their system was down
& they could not make any calls at this time,
maybe in a couple hours. I called Miriam & she does not have cell phone
with her, it is in her car. Told her Bell said tbl
was fixed. She will try when she gets a chance. Holding tkt.
Friday, July 23, 1999 3:35:05 PM John Sanders
Joe w/Bell called me about tkt YC005490 & said the corrected tbl. He said
they were sending us 7 digits instead of 10. Told
him I would call Gordon when I had good tst call & close out tkt w/him.
Monday, July 26, 1999 7:37:27 AM Johnny Flynn
Joe w/BS ACAC called in closing tkt YC005490.
Wednesday, July 28, 1999 9:03:29 AM John Sanders
Called Miriam & told her tbl should be fixed. She made 3 tst calls & all
3 completed ok. She was very happy. Ok to close
tkt. I am pulling call records to make sure.
Wednesday, July 28, 1999 10:23:21 AM John Sanders
Did not find Miriam's tst calls. She did not make them from cell phone.
Called SunCom @ 843-229-7301 & spoke w/Shay. She
made 2 tst calls from 229-7634 & both completed ok. Pulling call records.
Thursday, July 29, 1999 8:27:27 AM John Sanders
Have not been able to find AMA call records. Customer said it works now
so am closing tkt as BellSouth Translations Tbl.
Referral Ticket # : CI 004856
Repaired Remarks :

Thursday, July 29, 1999 8:27:27 AM John Sanders
Closing tkt as BellSouth Translations Tbl.

Ticket # : 000000010044740
Account # : 10650521
Customer Name : SOUTHERN RURAL HEALTH CARE CONSORTIUM IN
Problem Description : Dee Snider called in and is reporting that they cannot receive calls on 256 340-1251. The callers receive a rec. that says call cannot be compl as dialed or a fast busy. I made a test call and received same thing. Also there have been other customer's calling in with the exact same trouble. Please check and contact Janet back at 256 219-0736 (pager) Janet is requesting that 256 340-1251 be call forwarded to 256 864-4962. Thanks!
Trouble Code : CBC
Ticket History :
Thursday, August 19, 1999 9:28:05 PM Shane Young
PAGED JO ABOUT THE CFW.
Thursday, August 19, 1999 9:37:01 PM Shane Young
GOT A CALL FROM CLIVE UNE ABOUT ANOTHER TICKET WITH SAME TRBLE THAT THEIR TRANS WERE WENDING US 10 DIGS INSTEAD OF 7 PAGED
CUSTOMER AND JANET CALLED IN AND SAIDTHAT BELL HAD THE LINES CFW AND SHE WOULD NOT BE ABLE TO CHECK TILL IN THE MORNING.
ANOTHER # TO REACH HER AT 08:00 IN THE MORNING IS 2563401293 INCASE THE CFW HAS NOT BEEN TAKEN OFF BYT THEN. TOLD HER WE
WOULD HOILD TICKET TILL SHE CAN VERIFY.
Friday, August 20, 1999 8:52:51 AM Dennis Bunch
Reassigned to SRC
Friday, August 20, 1999 9:15:13 AM Christi Fulenwider
Rena with BellSouth called into let us know that 256-340-1251 has been remote call forwarded to 256-260-2026.
Friday, August 20, 1999 9:27:52 AM John Sanders
Checking. John, ext 1722.
Friday, August 20, 1999 10:57:23 AM John Sanders
Made tst call to 256-340-1251 & call completed ok. Paged Janet Beal.
Friday, August 20, 1999 11:27:56 AM John Sanders
Paged Janet Beal again.
Friday, August 20, 1999 12:19:00 PM John Sanders

Janet Beal retumed my page. She said they discovered the tbl approx 1900 CDT last night when they closed. She said tbl
cleared last night at approx 2100 to 2130 CDT. According to Shane's notes, Bell was sending us 10 digits instead of 7.
Janet made tst calls this morning & everything was working ok. Janet wants something in writing stating tkt#/s stating that
phones went down & what was done to correct it. Told her I would get with my supervisor & see what I could do. She wants it
faxed to her @ 256-353-0179.
Friday, August 20, 1999 12:48:34 PM John Sanders
E-mailed Linda Green & Julia Bedford about tkts and that Janet wanted something faxed to her about the tbl. Will let them
decide what to send to Janet. Closing tkt as BellSouth Translations Tbl.
Referral Ticket # :
Repaired Remarks :
Friday, August 20, 1999 12:48:34 PM John Sanders
Closing tkt as BellSouth Translations Tbl.

Ticket # : 000000010044741
Account # : 10954949
Customer Name : SOUTHERN RURAL HEALTH CARE CON - FP
Problem Description : Dee Snider called in and reported that callers are unable to dial their 256 353-0178. They are receiving a rec. that the call cannot be completed as dialed or fast busys. There are other customer's reporting the same exact trouble. Please check and contact Janet Beal at 256 219-0736 (pager). Janet requested that 256 353-0178 be call forwarded to 256 552-9156. This is for a medical facility and patients call into this number. Thanks!GOT
Trouble Code : CBC
Ticket History :
Thursday, August 19, 1999 9:27:40 PM Shane Young
PAGED JO ABOUT THE CFW.
Thursday, August 19, 1999 9:36:24 PM Shane Young
GOT A CALL FROM CLIVE UNE ABOUT ANOTHER TICKET WITH SAME TRBLE THAT THEIR TRANS WERE WENDING US 10 DIGS INSTEAD OF 7 PAGED
CUSTOMER AND JANET CALLED IN AND SAIDTHAT BELL HAD THE LINES CFW AND SHE WOULD NOT BE ABLE TO CHECK TILL IN THE MORNING.
ANOTHER # TO REACH HER AT 08:00 IN THE MORNING IS 2563401293 INCASE THE CFW HAS NOT BEEN TAKEN OFF BYT THEN. TOLD HER WE
WOULD HOILD TICKET TILL SHE CAN VERIFY.
Friday, August 20, 1999 8:52:19 AM Dennis Bunch
Reassigned to SRC
Friday, August 20, 1999 9:28:19 AM John Sanders
Checking. John, ext 1722.
Friday, August 20, 1999 10:58:15 AM John Sanders
Made tst call to 256-353-0178 & call completed ok. Paged Janet Beal.
Friday, August 20, 1999 11:28:11 AM John Sanders
Paged Janet Beal again.
Friday, August 20, 1999 12:19:18 PM John Sanders
Janet Beal returned my page. She said they discovered the tbl approx 1900 CDT last night when they closed. She said tbl
cleared last night at approx 2100 to 2130 CDT. According to Shane's notes, Bell was sending us 10 digits instead of 7.
Janet made tst calls this morning & everything was working ok. Janet wants something in writing stating tkt#/s stating that
phones went down & what was done to correct it. Told her I would get with my supervisor & see what I could do. She wants it
faxed to her @ 256-353-0179.
Friday, August 20, 1999 12:49:19 PM John Sanders
E-mailed Linda Green & Julia Bedford about tkts and that Janet wanted something faxed to her about the tbl. Will let them
decide what to send to Janet. Closing tkt as BellSouth Translations Tbl.
Referral Ticket # :
Repaired Remarks :

Friday, August 20, 1999 12:49:19 PM John Sanders
Closing tkt as BellSouth Translations Tbl.

Ticket # : 000000010044823
Account # : 10691210
Customer Name : MINDSPRING TEST AND LOCAL NUMBERS
Problem Description : Stanley called in to adv customers in Decatur, AL are

getting intercept messages , either you must dial 0 or 1 to make this call or your call can not be completed as dialed .
calling to 256-260-6774 or 6775 from 256-341-0791 and 256-355-0586
Trouble Code : 105
Ticket History :
Friday, August 20, 1999 12:43:06 PM Dean Smith
calle Stanley to give her ticket number , she gave me theirs Mindspring ticket 6343607
Friday, August 20, 1999 12:58:04 PM John Sanders
Screened tkt to SRC bucket.
Friday, August 20, 1999 2:49:56 PM Jimmy Harper
checking, ext 1770.
Friday, August 20, 1999 4:56:42 PM Jimmy Harper
Called trouble into bell une center. Greg gave tkt # ki003857 for the bell #'s getting the recording dialing the deltacom #'s.
Friday, August 20, 1999 8:56:42 PM Alan Hall
BellSouth UNE center called....they found a translations problem....trouble is cleared....
Monday, August 23, 1999 1:25:36 AM Jimmy Harper
Called and gave Christian at mindspring status and he asked that I hold the tkt while Stanley checks for verification the trouble has cleared. Holding tkt.
Tuesday, August 24, 1999 7:35:30 AM Jimmy Harper
Called mindspring for status. Frederick says Stanley is monitoring situation til today and will have Stanley call us with status.
Tuesday, August 24, 1999 10:11:20 AM John Sanders
Stanley called & said they are still having tbl.
Tuesday, August 24, 1999 11:27:33 AM John Sanders
Called Stanley & he gave me 5 called from numbers. They are (256) 306-0094/0354, 351-8412, along with the original 2 anis of (256) 341-0791 & 355-0586. He said they are still having tbl. Called Bell UNE @ 800-811-9079 opt 1 & spoke w/Donna. She said tkt KI003857 had been closed. Gave her info & she gave new tkt # KI 003879.
Tuesday, August 24, 1999 11:29:57 AM John Sanders
Referred back out to Bell.
Tuesday, August 24, 1999 12:52:29 PM Pam Duncan
David / Bell called and said they made test calls and complete. Should be working. Said there was a trbl. Friday - but should be worknig now. (It was from C.O.) Ask him to DM.
Wednesday, August 25, 1999 8:16:05 AM John Sanders
Called Stanley & spoke w/Sven. Stanley will be in Friday. Told him Bell said it should be working now & we need them to check it out. Will call back later if I do not hear anything this morning.
Wednesday, August 25, 1999 2:13:44 PM John Sanders
Called customer & spoke w/John. Sven was not in & John's tkt system was down. He said he would have Sven call me.
Wednesday, August 25, 1999 2:18:55 PM John Sanders
Closed Bell's tkt. Holding for customer call back.
Thursday, August 26, 1999 3:01:05 PM John Sanders
Called Frederick & he made tst calls from Atlanta. Some went thru & some got recording 'Your call can not be completed as dialed. 007T' Told him that sounded like an AT&T recording. This is a

local tbl. Told him to call & open a new tkt if they

have anymore tbl from Decatur. Told him I was closing this tkt. Closing tkt as Bell Translations Tbl.
Referral Ticket # : KI 003879
Repaired Remarks :
Thursday, August 26, 1999 3:01:05 PM John Sanders
Closing tkt as Bell Translations Tbl.

Ticket # : 000000010046741
Account # : 10960763
Customer Name : ATLANTIC.NET
Problem Description : Calls from 352-447-1362 to 352-417-2110 get Ring No Answer.
Trouble Code : RNA
Ticket History :
Friday, September 03, 1999 4:17:14 PM John Sanders
Checking.
Friday, September 03, 1999 5:21:38 PM John Sanders
Mickey made some routing/translations changes in the Ocala switch on DTCIs 24, 25, & 26. I think she also checked DTCIs 22 & 23. E-mailed Mike, Ethan, & Jon to have customers try calls again.
Wednesday, September 08, 1999 5:45:19 PM John Sanders
Called Bell UNE reported similar tbl from same called from NPA-NXX, called to #, & 2-6 code(AC214236). Mary gave tkt VI 003534 on tkt 47137. Holding pending call back from Bell UNE.
Thursday, September 09, 1999 11:34:02 AM John Sanders
Mike e-mailed me & said customer is getting recording "We're sorry your call did not go through, please hang up & try again."
Called Bell UNE @ 800-811-9079 opt 1 & spoke w/Sherry. Gave her called from # & called to #. She gave tkt VI003540.
Thursday, September 09, 1999 3:53:27 PM John Sanders
John w/Bell called back & said their translations found NXX not opened up. John said they opened it up & it should work now.
E-mailed Mike info.
Monday, September 13, 1999 10:27:43 AM John Sanders
Added anis 352-447-3614 & 352-447-5291 as they are same NPA-NXX. Closed tkts 46756 & 47140.
Tuesday, September 14, 1999 8:26:01 AM John Sanders
Per e-mail from Karen Furtick, Delta tech tested from NPA-NXX & test was good. Closing tkt as Bell Translations Tbl.
Referral Ticket # : VI 003540
Repaired Remarks :
Tuesday, September 14, 1999 8:26:01 AM John Sanders
Per e-mail from Karen Furtick, Delta tech tested from NPA-NXX & test was good. Closing tkt as Bell Translations Tbl.

Ticket # : 000000010046956
Account # : 10960763
Customer Name : ATLANTIC.NET
Problem Description : Calls from (352) 848-0856 to (352) 417-2110 connects to modem. Computers handshake but do not conect or connect at very low speeds.
Trouble Code : NSY
Ticket History :
Tuesday, September 07, 1999 2:44:50 PM John Sanders

Checking. John S, ext 1722.
Wednesday, September 08, 1999 5:21:15 PM John Sanders
Calls come to us on trkgrp BKVLFLJFDS0M1128, 2-6 code is AC214236.
E-mailed Mike to see if customer still having tbl.
Thursday, September 09, 1999 12:04:08 PM John Sanders
Mike e-mailed me & said this may customers phone line. Customer has another line & is testing his connection on it now.
Holding until Mike knows for sure.
Tuesday, September 14, 1999 8:33:49 AM John Sanders
Per e-mail from Karen Furtick, Delta tech tested from NPA-NXX & test was good. Closing tkt as Bell Translations Tbl.

Referral Ticket # :
Repaired Remarks :
Tuesday, September 14, 1999 8:33:49 AM John Sanders
Per e-mail from Karen Furtick, Delta tech tested from NPA-NXX & test was good. Closing tkt as Bell Translations Tbl.

Ticket # : 000000010046961
Account # : 10960763
Customer Name : ATLANTIC.NET
Problem Description : Calls from)352) 542-9792 to (352) 471-2110 gets Ring No Answer(RNA) or modem handshakes but computers fail to connect.
Trouble Code : RNA
Ticket History :
Tuesday, September 07, 1999 2:45:38 PM John Sanders
Checking. John S, ext 1722.
Wednesday, September 08, 1999 2:49:17 PM John Sanders
Called out to Bell UNE & spoke w/Greg. Gave him called from & called to numbers. Gave him 2-6 code of AC214238. Greg gave
tkt VI003510.
Wednesday, September 08, 1999 5:52:43 PM Michael Leak
Per Shaniqua, translations problem, fixed , DM for 24 hours
Wednesday, September 08, 1999 5:57:40 PM John Sanders
E-mailed Mike to have his customers make tst calls to 352-471-2110.
Thursday, September 09, 1999 11:36:35 AM John Sanders
Mike e-mailed me & said he was trying to get intouch with his customer but did not think they were able to connect, still.
Holding until he contacts customer & finds out for sure.
Tuesday, September 14, 1999 8:40:35 AM John Sanders
Per e-mail from Karen Furtick, Delta tech tested from NPA-NXX & test was good. Closing tkt as Bell Translations Tbl.
Referral Ticket # : VI003510
Repaired Remarks :
Tuesday, September 14, 1999 8:40:35 AM John Sanders
Per e-mail from Karen Furtick, Delta tech tested from NPA-NXX & test was good. Closing tkt as Bell Translations Tbl.

Ticket # : 000000010047137
Account # : 10960763
Customer Name : ATLANTIC.NET
Problem Description : Calls from (352) 447-1223 to (352) 417-2110 get recording 'We're sorry, your call did not go through. Will you please try your call again.'
Trouble Code : ROC

Ticket History :
Wednesday, September 08, 1999 10:52:44 AM John Sanders
Checking. John S, ext 1722.
Wednesday, September 08, 1999 5:40:46 PM John Sanders
Called Bell UNE @ 800-811-9079 & spoke w/Mary. Gave her called from #, called to #, & 2-6 code(AC214236). Mary gave tkt VI 003534.
Wednesday, September 08, 1999 8:11:53 PM Jerry Smith
Mike with UNE called and adv Translations found error and has corrected problem..
Thursday, September 09, 1999 5:48:02 PM John Sanders
E-mailed Mike to have customer make tst call. Holding until I hear from Mike.
Friday, September 10, 1999 3:17:26 PM John Sanders
Mike e-mailed me & said user can connect now. Closing tkt as Bell translations Tbl.
Referral Ticket # : VI 003534
Repaired Remarks :
Friday, September 10, 1999 3:17:26 PM John Sanders
Closing tkt as Bell translations Tbl.

Ticket # : 000000010043354
Account # : 10722478
Customer Name : HOLZ-HER US INC
Problem Description : Per sales Rep Scott Smith in Charlotte, customer is getting customers calling in to 8002169567 rings with no answer, Scott and I tried from our lines and got ring with no answer this is ringing to trunk 4017. If any questions please contact Scott at 7044054802 or Brenda at 7045873408. thanks...
Trouble Code : 103
Ticket History :
Wednesday, August 11, 1999 11:03:10 AM Jeanene Fleming
screened ticket
Wednesday, August 11, 1999 11:06:19 AM Shane Young
sending to the src. this is a toll free issue.
Wednesday, August 11, 1999 11:30:28 AM Michael Leak
checking
Wednesday, August 11, 1999 11:33:01 AM Michael Leak
called 800# got RNA. Called R/T 704 587 3413 got RNA also.
Wednesday, August 11, 1999 3:48:25 PM Cristee Startley
Patti/local cs just called me back and let me know that the r/t on the toll free above and in sops the r/t is a UNE number
that was posted on ld but not in local but should have been by the sops order being correct. Patti said that the r/t number
has a due date of 08/10/99 but with no in service date on sops order at this time. Thanks..
Wednesday, August 11, 1999 5:13:01 PM Michael Leak
The cut date was today but there has a problem with Bell.

Talked with Todd Ledbetter at UNE, he is going to have a CO look at the problem and call in the morning.
Thursday, August 12, 1999 7:35:35 AM Amanda Bright
Jason/Bhm UNE and sd fax line is back up and working.
Thursday, August 12, 1999 9:52:18 AM Michael Leak

Made test call they go to RNA. added port option RNA. I do not see the calls htting the switch.
Thursday, August 12, 1999 10:28:07 AM Michael Leak
Talked with Jason, @ UNE, he said call Todd, I gave him the troubled lines. He is going to look at it and call me back.
Customer, is still with Bell
Thursday, August 12, 1999 10:35:24 AM Michael Leak
Customer reports trouble cleared.
Thursday, August 12, 1999 1:21:30 PM remerson
reopen ticket
Thursday, August 12, 1999 3:11:34 PM Michael Leak
Made a test fax to the Brenda, this morning, she said everything has been working fine all day.
Thursday, August 12, 1999 3:15:04 PM Michael Leak

Referral Ticket # :
Repaired Remarks :
Thursday, August 12, 1999 10:35:24 AM Michael Leak
Bell Translations made changes call goes through.

Ticket # : 000000010043417
Account # : 10966596
Customer Name : JENKINS MANUFACTURING CO INC
Problem Description : Per Brad on line 256 831 1007 when people with a Bell # call this line they get a recording saying this number is not in service but when people dial into this line with a Delta number it goes through. An example when 2562360731 calls 2568311007 they get this recording. This has been going on since they converted on 7/28.
Trouble Code : 105
Ticket History :
Wednesday, August 11, 1999 3:13:01 PM Jeanene Fleming

screened ticket
Wednesday, August 11, 1999 3:37:14 PM Deborah Bowling
Diana(Anniston) this cust will not show up in caller id box. Error message show up in the boxes. Not there number. This is a LNP customer.
Wednesday, August 11, 1999 5:23:24 PM Michael Leak
checking x1649
Wednesday, August 11, 1999 6:00:21 PM Michael Leak
Spoke w/Mary @ UNE opened ticket Ki003735
Wednesday, August 11, 1999 8:22:20 PM Jerry Smith
Mike with UNE called adv they had a translation trouble and has been corrrected and they made test calls and complete..
Thursday, August 12, 1999 10:47:09 AM Michael Leak
Customer reports calls will complete.
Thursday, August 12, 1999 10:47:25 AM Michael Leak

Referral Ticket # : Ki003735
Repaired Remarks :
Thursday, August 12, 1999 10:47:10 AM Michael Leak
Bell made changes to routing

Ticket # : 000000010043519
Account # : 10433142

Customer Name : AUTO AUCTION OF MONTGOMERY INC
Problem Description : Monica Johnson 3342883399

unable to dial locally 2625588 (334)

"Call cannot be completed as dialed...."

***I made a test call my call completed. Dialing l/d.

Please check.Thanks!!!
Trouble Code : CCO
Ticket History :
Thursday, August 12, 1999 9:44:37 AM Debbie Tidwell
Updated...to add test call example.
Thursday, August 12, 1999 9:44:59 AM Jeanene Fleming
screene dticket
Thursday, August 12, 1999 11:00:07 AM Michael Leak
checking
Thursday, August 12, 1999 11:21:41 AM Michael Leak
ref ticket 43500/Bil
l
called out to Bell. 3 other tickets having problem dialing same NXX.
Thursday, August 12, 1999 11:45:30 AM Michael Leak
Bell translations problem. cleared.
Asked customer to make test calls, calls completed .
Referral Ticket # :
Repaired Remarks :
Thursday, August 12, 1999 11:45:30 AM Michael Leak
Bell South Translations

Ticket # : 000000010043523
Account # : 10958593
Customer Name : DIAMOND ROLLER TAUNTON & CARMICHAEL
Problem Description : Per Joe he is trying to make a local call and he get a recording telling him that they can not complete the call (MHM). He is try to make the call from 334-834-7720 and is try ing to call 334-262-8611.
Trouble Code : 105
Ticket History :
Thursday, August 12, 1999 10:15:38 AM Jeanene Fleming
screened ticket
Thursday, August 12, 1999 11:32:56 AM Michael Leak

checking
Thursday, August 12, 1999 11:44:39 AM Michael Leak
ref ticket 43500/Bill . Bell translations problem. cleared.
Asked customer to make test calls, calls completed .
Referral Ticket # :
Repaired Remarks :
Thursday, August 12, 1999 11:44:39 AM Michael Leak
BellSouth Translations

Ticket # : 000000010044026
Account # : 10890036
Customer Name : MAULDIN BROTHERS EQUIPMENT INC
Problem Description : Customer is reporting that when trying to call ani

3363731761 and 3363780913 from any of their lines they are getting a fast busy. Main line is 864 244 4800
Trouble Code : 105
Ticket History :
Monday, August 16, 1999 10:03:34 AM John Sanders
Screened to SRC bucket.
Monday, August 16, 1999 10:06:38 AM Michael Leak
checking
Monday, August 16, 1999 10:44:49 AM Michael Leak
travered calls got ANN5, copied travers E mailed them to STT . Waiting for STT to advise.
Monday, August 16, 1999 12:56:21 PM Michael Leak
Per Robby, called ticket out to Bell
Spoke with Rena

AC212845
Monday, August 16, 1999 12:56:42 PM Michael Leak

Monday, August 16, 1999 3:39:37 PM Michael Leak
called customer he said calls complete. closing ticket
Referral Ticket # : Ci005400
Repaired Remarks :
Monday, August 16, 1999 3:39:37 PM Michael Leak
BellSouth Translations

Ticket # : 000000010046221
Account # : 10711521
Customer Name : PORTER CAPITAL CORPORATION
Problem Description : Wendy Filler called in saying that people were getting fast busy when calling the 8007377344. If they call the ring to it goes thru. That is 2053225442 which is Wendy's call back number. I called the 8007377344 and got fast busy.
Trouble Code : ROR
Ticket History :
Tuesday, August 31, 1999 4:27:20 PM Lori Whisenant
SRC
>table inwtrans;pos 8007377344
TABLE: INWTRANS
8007377344 0 001 2053225442
0

$
Tuesday, August 31, 1999 4:28:07 PM Shane Young
sending to src
Tuesday, August 31, 1999 4:58:11 PM Michael Leak
checking
Tuesday, August 31, 1999 5:13:35 PM Michael Leak
Made test call from here and AZ got fast busy.
Tuesday, August 31, 1999 5:55:00 PM Michael Leak
called R/T got fast busy called out to Bell.

Spoke w/ Carolyn @ UNE gave her AF151658 and Af144143.

ticket #

Ki004005
Wednesday, September 01, 1999 8:37:08 AM Amanda Bright
Steve called and sd Translations made a change and all should be ok now.
DM'd for 24.
Wednesday, September 01, 1999 8:39:33 AM Amanda Bright
called 800# and got thru.
Wednesday, September 01, 1999 11:22:18 AM Michael Leak
called customer the 800# is working I will call back to make sure she is getting all of her calls.
Wednesday, September 01, 1999 1:18:19 PM Michael Leak
Per wendy there has been no futher problems

Closing ticket.
Referral Ticket # : Ki004005
Repaired Remarks :
Wednesday, September 01, 1999 1:18:20 PM Michael Leak
Bell Translation change.

Ticket # : 000000010041087
Account # : 10926087
Customer Name : UTILITY PRECAST INC.
Problem Description : Customer reported that last night they had a few people report that when they tried dialing their 704-596-6283 they received recordings "this # has been d/c" and " Your call cannot be completed as dialed". I made a test call this morning and my call went through fine. Please check. Thanks!
Trouble Code : CBC
Ticket History :
Tuesday, July 27, 1999 8:32:44 AM Amanda Bright
Screened Tckt. SRC
called Larinda for call ex.
From Rockwell area 279 (she did not have rest of #) & from Charlotte 596 3753 & 716 7641.
Tuesday, July 27, 1999 11:30:16 AM Lya Anderson
Customer Larinda called back in wanting ticket updated, states can not make any calls and could someone please give her a
call back ASAP. She states not receiving call. thanks....
Tuesday, July 27, 1999 12:00:52 PM Jerry Smith
checking 1638
Tuesday, July 27, 1999 12:21:09 PM Jerry Smith
called out to UNE spoke to Mary ticket Ci004917
Tuesday, July 27, 1999 2:13:31 PM Jerry Smith
Randall with UNE says translation corrected trouble. Called customer and spoke to Laranda and she says she getting a lot of
calls not. Adv her we would hold ticket until AM and call her to make sure all ok..
Tuesday, July 27, 1999 6:47:18 PM Pam Duncan
UNE Gladys called and said ticket opened incorrectly. Said it was opened on 7045963753 - and they were going to close it. I
told her no - we needed ticket opened and told her notes from Randall. Gladys said no notes from Randall were in their
ticket. She needed LRN so I gave her
$
KEY ERROR
TUPLE ALREADY EXISTS
ERROR DMO UNSUCCESSFUL

Query sent: 1999/07/27 19:38:18.340 TUE.
Valid QLRN response received.
Routing number: 7044050900.
CALLING DN: 8032170900. Office: CLMASCEADS0.
Elapsed Time (mm:ss:mS): 0:0:287.

>qlrn 7045966283
Query sent: 1999/07/27 19:38:37.682 TUE.
Valid QLRN response received.
Routing number: 7044050900.
CALLING DN: 8032170900. Office: CLMASCEADS0.
Elaps

new ticket no. is CI004932. Will follow up on.
Tuesday, July 27, 1999 6:47:37 PM Pam Duncan
.
Tuesday, July 27, 1999 8:40:37 PM Aaron Burton
Bell mad an FX call anmd it completed fine.
Wednesday, July 28, 1999 12:56:57 PM Pam Duncan
called and spoke with Larinda and she said everything is working fine now.
Wednesday, July 28, 1999 1:48:55 PM Pam Duncan
PEr Jerry - Bell translation problem in Charolette, NC.
Referral Ticket # : CI004917
Repaired Remarks :
Wednesday, July 28, 1999 1:48:56 PM Pam Duncan
Bell transl. trbl.

Ticket # : 000000010045059
Account # : 10947646
Customer Name : CAPITAL INSURANCE AGENCY OF S CAROLINA
Problem Description : Customer Dudley Sanford called in and can not dial out to a local # 8037489300, getting can not be connected, check the # and dial again, he states normally can get through fine to this #, I checked the # from my line and got through fine, could you please check and call Dudley Sanford at 8037580053. thanks....
Trouble Code : 105
Ticket History :
Monday, August 23, 1999 4:20:56 PM John Sanders
Screened to SRC bucket.
Monday, August 23, 1999 4:23:09 PM Pam Duncan
checking
Monday, August 23, 1999 4:29:18 PM Pam Duncan
DID TRAVER AND IT COMPLETED AS GOOD.Pulling call records.
Monday, August 23, 1999 5:45:29 PM Pam Duncan
Tried to call customer and guess they had gone. Will follow up tomorrow.
Tuesday, August 24, 1999 3:19:39 PM Pam Duncan
+++ TRAVER: SUCCESSFUL CALL TRACE +++

DIGIT TRANSLATION ROUTES

1 CLMASCSN60TO1050 8037489300 ST

TREATMENT ROUTES. TREATMENT IS: GNCT

1 ANN5

+++ TRAVER: SUCCESSFUL CALL TRACE +++
customer still can't complete call. Getting recording call can't be completed as dialed. Going to call out to Bell.
Tuesday, August 24, 1999 3:36:35 PM Pam Duncan
CLMASCSN60T - AC199603 - (1wt)
Tuesday, August 24, 1999 5:43:33 PM Pam Duncan
Called out to UNE / Carolyn - ticket no. is - CI005654.
Tuesday, August 24, 1999 8:52:17 PM Shane Young
mike called in and said that they found atranslations trble and should be working
ok now. i asked him to hold for 24 hrs and we will get with our customer and call them back.

Thursday, August 26, 1999 12:23:11 PM Pam Duncan
called and left another message for customer to call me back.
Thursday, August 26, 1999 5:00:47 PM Pam Duncan
Dudley called back and I ask him to make test call. It completes now.
Closing ticket - Bell translation trbl.
Referral Ticket # :
Repaired Remarks :
Thursday, August 26, 1999 5:00:47 PM Pam Duncan
Bell tranls. trbl.

Ticket # : 000000010046327
Account # : 10960763
Customer Name : ATLANTIC.NET
Problem Description : Per John- calls getting recording call can't be completed as dialed - dialing to 352 387 2110 from 352 465 4728 and from 352 465 1135. Should be local per John.
Trouble Code : CCO
Ticket History :
Wednesday, September 01, 1999 1:39:45 PM Lori Whisenant
SRC
Wednesday, September 01, 1999 3:31:58 PM Pam Duncan
checking
Wednesday, September 01, 1999 3:34:42 PM Pam Duncan
callingt out to UNE -
Wednesday, September 01, 1999 3:43:22 PM Pam Duncan
called out to UNE - Bessie -and opened ticket VI003441
Wednesday, September 01, 1999 3:48:14 PM Pam Duncan
...
Wednesday, September 01, 1999 4:15:53 PM Pam Duncan
I ask Jo about these and per her - on most of these - they are dialing 7 digits - we are sending 10. I am showing this to be a l.d. call when I look in lerg.
Thursday, September 02, 1999 7:07:39 AM Jeanene Fleming
Bell called & said they had to build a route for this call. DM for 24 hrs.
Thursday, September 02, 1999 12:43:25 PM Pam Duncan
called and left message for John to call me back on these.
Tuesday, September 07, 1999 6:16:12 PM Pam Duncan
sent email to John and Ethan and got following responce from John -

To: Pam Duncan/DeltaCom@DeltaCom
cc: ethan@atlantic.net
Subject: Re: Atlantic.net trbls.

On Tue, 7 Sep 1999 pduncan@itcdeltacom.com wrote:

> Per John- calls getting recording call can't be completed as dialed - dialing
> to 352 387 2110
> from 352 465 4728 and from 352 465 1135. Should be local per John.
> (this one should be working now -- please check and let me know!)

I just talked to the customer at 352 465 4728 and this is working now.

Go ahead and close ticket.
Tuesday, September 07, 1999 6:17:16 PM Pam Duncan
Per note from John - closing ticket. This was Bell trbl. - had to build route.
Referral Ticket # : VI003441

Repaired Remarks :
Tuesday, September 07, 1999 6:17:16 PM Pam Duncan
Bell trbl.

Ticket # : 000000010047094
Account # : 10579100
Customer Name : MINDSPRING INC
Problem Description : getting dead air or bad modem tone(static) called from 9127439227,7433543.
also tesrt calls from their test modem 9127411081
Trouble Code : HAD
Ticket History :
Wednesday, September 08, 1999 9:25:42 AM Shane Young
mindspring ticket # is 6712737
Wednesday, September 08, 1999 10:29:44 AM Ted Campbell
checking....x1143
Wednesday, September 08, 1999 5:03:26 PM Ted Campbell

>qdn 9123146774

--
DN: 3146774
TYPE: VIRTUAL DIRECTORY NUMBER

OPTIONS: NONE

>table dnroute
TABLE: DNROUTE
>912 314 6774
NO COMMAND IN LINE
>pos 912 314 6774
912 314 6774 T OFR3
1
Looked up lines in AS400....found that the local line belong to Bell.....
Calling Mary @BellUNE.....to open tkt.....
9127439227(Bell).... 9127433543(Bell).....can't call 9123146774(Deltacom)
"26 code" = AC207071
tkt. # GI014466
Called Shawn....to update him on opening a T.T. w/BellUNE.....he said he would call back Thursday for an update.....
Wednesday, September 08, 1999 5:04:20 PM Ted Campbell
Will call Bell sometime before lunch tomorrow to ck status of the tkt.
Wednesday, September 08, 1999 7:38:15 PM Jerry Smith
John with Mindspring called for update. I called UNE spoke to carolyn and she says they have it out to Translations now.
Called John back and gave him update..
Thursday, September 09, 1999 10:58:57 AM Jeanene Fleming
Steve called & said they have it fixed. I called Shawn & got him to test modem to see if it worked & it is going ok for now
but wants to monitor it today. Told steve to DM ticket til tomorrow.
Thursday, September 09, 1999 3:52:13 PM John Green
Allen at Mindspring NOC called, says that everything is OK, they are closing their ticket.
Friday, September 10, 1999 8:05:54 AM Ted Campbell
Called Shawn...things are going great. Monitored all day yesterday and this morning....everything was fine....
Closing tkt.
Referral Ticket # :

Repaired Remarks :
Friday, September 10, 1999 8:05:55 AM Ted Campbell
BellUNE reported problem was a translations issue.

Ticket # : 000000010039650
Account # : 10645042
Customer Name : CITY PLUMBING & ELECTRIC SUPPLY COMPANY
Problem Description : PER CUSTOMER LINE# 770 532 1705 770 534 8007 (FAX LINES) ARE HAVING PROBLEMS RECIEVING FAXES. THEY ARE SENDING FAXES FINE. WHEN TRYING TO RECIEVE FAXES THEY GET RECORDINGS SAYING TROUBLE ON LINE. THEY ALSO GET A BUSY SIGNALS.THE CUSTOMER HAD A T-1 CUTTOVER LAST NIGHT.
Trouble Code : 706
Ticket History :
Thursday, July 15, 1999 4:34:38 PM Lori Whisenant
Since this was just cut over last night, sending to Installs to check.
AB
Friday, July 16, 1999 9:04:08 AM Chad Reeves
this is a translatiuon issue ... we have richard oravetz working with bell

translation
.... both bell and delta see it as the other parties problem .... bobby lee has control of this issue.
Friday, July 16, 1999 9:17:57 AM Chad Reeves
RICHARD AND WAYNE MOON ARE WORKING ON IT
Friday, July 16, 1999 12:52:27 PM Patti Thompson
UPDATE
Mr. David McClure called in for status on this ticket. I told him that it was being worked on. He said now customers are saying that fax line 7705348007 has recording on it that it has been disconnected. He would like for someone to call him at 7705324123 ext. 238. He will be in until 3 pm. He is not mad or anything, but is just wondering what is going on.
Wednesday, July 21, 1999 2:06:38 PM Bobby Lee
This trouble cleared up w/o any intervention on the part of DeltaCom over the weekend of 7/17-7/18. Bell denied that they nor none of their systems were involved in the clearing of the trouble but it was most likely related to Bell completing the disconnect orders on the 80 DID number that we were not able to call LD late Friday and mysteriously the problem no longer existed the 1st thisn on Monday morning.
Referral Ticket # :
Repaired Remarks :
Wednesday, July 21, 1999 2:06:38 PM Bobby Lee
Came clear - see remarks in trouble history

Ticket # : 000000010039975
Account # : 10968782
Customer Name : CRESCENT ENTERPRISES INC DBA COLORQUICK
Problem Description : Per SandraThey are getting a d/c recording on lines 7706401920/6452415.This is a new customer.
Trouble Code : FSD
Ticket History :
Monday, July 19, 1999 11:44:10 AM Lori Whisenant
Just turned up today. Sending to installs.
Monday, July 19, 1999 2:08:06 PM Patti Thompson
UPDATE
Sandra called in and wants to know what is going on. She is very frustrated!!!!
Monday, July 19, 1999 9:02:17 PM Bobby Lee
assigned to Chad Oliver; Trouble was cleared on 7/19 - -Chad will close ticket on 7/20.
Wednesday, July 21, 1999 9:27:18 AM Chad Oliver
completed
Thursday, July 29, 1999 11:56:42 AM Chad Oliver
complete

Wednesday, August 04, 1999 2:13:14 PM Chad Oliver
completed , and closed
Referral Ticket # :
Repaired Remarks :
Wednesday, July 21, 1999 9:27:18 AM Chad Oliver
Bell had to reprogram switch , so that it would release these numbers

Ticket # : 000000010041745

Account # : 10975159
Customer Name : COMPANION SERVICES INC - DEVINE ST
Problem Description : Lisa Funderburk called in for customer stating that this was suppose to be a UNE cut and it should have been cut over last night and now the customer is completely without service and they need their lines up and running ASAP. She stated that if the customer tries to call Bell they will just tell them they are now a Deltacom customer. She states that their voicemail is down as well on line 803 771 6454.
Trouble Code : 105
Ticket History :
Friday, July 30, 1999 1:33:47 PM Amanda Bright
Screened Tckt. Installs.
New cut 7/29.
Friday, July 30, 1999 2:34:07 PM David Webb
Called bellSouth and got this problem resolved.
Referral Ticket # :
Repaired Remarks :
Friday, July 30, 1999 2:34:07 PM David Webb
The customer lines are not down. It is just there voice mail. I have talked with BellSouth technician TJ and he is rebuilding the voice mail boxes. His contact # is 8008119079 ext 62651.

Ticket # : 000000010046065
Account # : 10966471
Customer Name : ATC LOGISTICS INC
Problem Description : Per Kevin one of their off site locations is trying to call them on 9047668500, and they receive a fast busy the NPA/NXX of the area trying to call them is 904924.
Trouble Code : ROR
Ticket History :
Tuesday, August 31, 1999 8:31:14 AM Angela Lawrence
Per Maria Dixon, customer can't call any T1's by using 904/924 . Also there is an Echo in the T1.
Tuesday, August 31, 1999 9:04:45 AM Jeanene Fleming
assigned to Installs. Customer cut yesterday
Tuesday, August 31, 1999 10:03:24 AM Eric Morrison
recieved ticket notification ---researching trouble
Tuesday, August 31, 1999 10:31:04 AM Bobby Lee
assigned ticket to Eric Morrison.
Wednesday, September 01, 1999 11:25:42 AM Eric Morrison
contacted Bell at 10:25 8/31 we found that only about half of the disconnects had run.
at 1:00 pm Bell called and reported that they had completed the disco's. the Customer was up and working at 1:00pm 8/31
Referral Ticket # :
Repaired Remarks :
Wednesday, September 01, 1999 11:25:42 AM Eric Morrison
Bell completed the Disco's at 1:00 pm 8/31 problem resolved

Ticket # : 000000010047284
Account # : 10965556
Customer Name : ATLANTIC SERVICES GROUP INC/UNE
Problem Description : Brian thaxton called in and stated customer was having a T1 cut yesterday and now they cannot receive any calls. Brian is the contact and can be reached at 8435763433.
Trouble Code : 706

Ticket History :
Thursday, September 09, 1999 9:30:45 AM Jeanene Fleming
cut yesterday unity T1
Thursday, September 09, 1999 1:48:43 PM Bobby Lee
Assigned Tbl Tkt to Eric Morrison.
Wednesday, September 15, 1999 2:54:11 PM Eric Morrison
the original cut was rescheduled till a later date, found that bell had ran the disco's during the night.
Thursday, September 16, 1999 12:13:01 PM Eric Morrison
problem cleared
Referral Ticket # :
Repaired Remarks :
Thursday, September 16, 1999 12:13:01 PM Eric Morrison
The numbers were ported the next day. It was decided that it would be faster to go ahead and port the number that to try and have the numbers reinstated at bell. problem resolved

Ticket # : 000000010038856
Account # : 10968444
Customer Name : KATIE S HARRIS AGENT FOR STATE FARM
Problem Description : Katie/customer called Victor in the Macon Office and reported that when they receive a fax, person is getting a recording that this # is disconnected, but they are able to fax out. FAX # 912-314-4323. Please contact Katie@ 9127418881.
Trouble Code : 105
Ticket History :
Friday, July 09, 1999 10:07:00 AM John Sanders
Screened tkt.
Friday, July 09, 1999 10:48:29 AM Pam Duncan
checking
Friday, July 09, 1999 12:00:09 PM Pam Duncan
this line reported is actually not the line with the trbl. The line getting disconnect is - 912 738 9005. I post lines and do not see them hitting. This custoemr cut Wed. and per ticket opened yesterday - same trbl.... Bell said this did not show good from us. I called for install grp. James did cut - he is not in - someone is suppose to follow up
Friday, July 09, 1999 4:37:58 PM Pam Duncan
sending this ticket to install grp. as well. This issue was never corrected in 24 hrs. still a maint. issue.
Tuesday, July 13, 1999 2:13:59 PM James Ward
Open trouble ticket # GI011728. 1:50 7/13/99
Wednesday, July 14, 1999 8:24:09 AM James Ward
Trouble ticket # GI011728 open to Bellsouth 7/13/99 at 8:45.
Wednesday, July 14, 1999 8:25:47 AM James Ward
1st level escalations at 8:29 hrs.
Wednesday, July 14, 1999 6:11:09 PM James Ward
routing corrected by Bellsouth
Referral Ticket # :
Repaired Remarks :
Wednesday, July 14, 1999 8:24:09 AM James Ward
Trouble ticket # GI011728 open to Bellsouth 7/13/99 8:45 AM.
Wednesday, July 14, 1999 6:11:09 PM James Ward
This was a translation problem with Bellsouth

Ticket # : 000000010045354
Account # : 10886992
Customer Name : MONROVIA MIDDLE SCHOOL
Problem Description : per customer line#256 430 4499/726 0200 when called these lines have a recording saying "these lines are being checked for trouble" The customer was converted to LNP yesterday.
Trouble Code : 105
Ticket History :
Wednesday, August 25, 1999 10:17:20 AM Miranda Bodine

checking
Wednesday, August 25, 1999 10:18:53 AM Sherry Tabor
customer also has another problem. When line# 256 726 0250 is called they get recording saying " this line is no longer in service."
Wednesday, August 25, 1999 11:11:01 AM Miranda Bodine
Converted to UNE yesterday. Please check.
Wednesday, August 25, 1999 11:24:27 AM Johnny Flynn
Screened
SRC

DIRECTORY NUMBER:
>2567260250

DN: 7260250 (PORTED-IN)
TYPE: MEMBER OF DNH HUNT GROUP

PILOT DN: 4304499
Wednesday, August 25, 1999 11:38:48 AM Pam Duncan
checking
Wednesday, August 25, 1999 12:37:51 PM Pam Duncan
This should have gone to installs grp. Cut yesterday @ 3 per calendar. I called installs and was told Mark was working this.
I am reassigning to installs grp.
Wednesday, August 25, 1999 12:38:16 PM Pam Duncan
....
Wednesday, August 25, 1999 4:30:44 PM Mark Lucy
Problem resolved, all lines check out fine.
Referral Ticket # :
Repaired Remarks :
Wednesday, August 25, 1999 4:30:44 PM Mark Lucy
Problems on these lines have been corrected. Bellsouth translation problem. RCmag corrected the errors and all lines associated with this order rest out fine. Ticket will be closed.

Ticket # : 000000010045595
Account # : 10982122
Customer Name : CAMP FRANK - BUSINESS ACCOUNT
Problem Description : Customer is reporting that when people are trying to call into line 2565438850 they are getting a D/C recording.
Trouble Code : 105
Ticket History :

Thursday, August 26, 1999 1:43:36 PM Barbara Riggs
checking...
Thursday, August 26, 1999 4:11:49 PM Barbara Riggs
I am checking into this one to see why the line is giving d/c recording I wil be updating.
Thursday, August 26, 1999 7:11:35 PM Barbara Riggs
This customer per SOPS converted to us as LNP-UNE on 8/26. Please check out the trouble and call customer. Thanks!
Thursday, August 26, 1999 7:17:52 PM Pam Duncan
if converted today... goes back to installs.....
Friday, August 27, 1999 3:19:51 PM Mark Lucy
trouble is repaired.
Referral Ticket # :
Repaired Remarks :
Friday, August 27, 1999 3:19:51 PM Mark Lucy
trouble is repaired.

Ticket # : 000000010041604
Account # : 10828374
Customer Name : JACKSON OIL PRODUCTS

Problem Description : All DID lines are out.
Trouble Code : 300
Ticket History :
Friday, July 30, 1999 11:40:15 AM Tara Pack
per Nathan
Referral Ticket # :
Repaired Remarks :
Friday, July 30, 1999 11:40:16 AM Tara Pack
Bell South trbl-reported

Ticket # : 000000010041809
Account # : 10715357
Customer Name : GENERAL INFORMATION SERVICES INC
Problem Description : The following lines were just added and are unable to call out locally. They can dial out but on all local calls they are having to dial 1+. This has been entered in tafi with a commit 7/31 by 11am.

803 945 0025
803 945 0217
803 945 0232
803 945 1577
803 945 2001
803 945 7260
803 945 7541
803 945 7603
803 945 7806
803 945 9554
Trouble Code : 105
Ticket History :
Friday, July 30, 1999 5:28:11 PM Amy Mann
I have entered all lines in tafi & rec commit 7/31 11am
Friday, July 30, 1999 5:38:40 PM Amy Mann
To: Amy Mann/DeltaCom@DeltaCom
cc:

Subject: Re: General Information Services Inc

Please call Lisa Funderburk (x3610) Monday and let her know the trouble has been resolved. Lisa is the sales rep on the account.....thanks....Randy

To: Randy Tucker/DeltaCom@DeltaCom
cc:
Subject: General Information Services Inc

I have opened TT#10041809 with commit 7/31 11am. Do I need to call this customer? If so- who & at what number?

Friday, July 30, 1999 5:47:11 PM Amy Mann
I have gave this to Miranda to follow up on Monday
Monday, August 02, 1999 8:30:10 AM Miranda Bodine
I checked in tafi and bell closed as ntf. I re-entered in tafi w/new commit time of today by 1pm.I am calling Lisa back to let her know what is going on.
Monday, August 02, 1999 4:48:53 PM Miranda Bodine
I checked all lines in tafi and they all came out ok. I am sending Lisa F. an email to let her know what is going on.
Tuesday, August 03, 1999 8:32:09 AM Deborah Bowling
Ronnie Bradford said to close this ticket he reset the card machine and it is Ok now.
Tuesday, August 03, 1999 8:54:55 AM Miranda Bodine
I called and left Bill Wilson a msg.
Tuesday, August 03, 1999 4:01:30 PM Miranda Bodine
I am sending this tt to Mike Owens to see if he can go out to the loc. and figure out what is going on. Bell checked all of

the lines and can not find a problem.Could you please check and let me know what you find out. Thanks!!
Wednesday, August 04, 1999 10:08:54 AM Mike Owens
Assigned to Bill lee.
Wednesday, August 04, 1999 12:22:07 PM Mike Owens
z
Friday, August 06, 1999 8:24:22 AM Mike Owens
Assigned to Mike Owens.
Friday, August 06, 1999 8:35:01 AM Mike Owens
z
Friday, August 06, 1999 8:36:39 AM Mike Owens
z
Friday, August 06, 1999 8:37:32 AM Mike Owens
z
Friday, August 06, 1999 12:17:19 PM Rebecca Beshears
MIKE
Referral Ticket # :
Repaired Remarks :
Wednesday, August 04, 1999 10:08:54 AM Mike Owens
Ticket was opened with Bell, as these are Bell resale copper lines. I spoke to Bill Wilson and he said all NXX's were working with the exception of 732. This ticket will remain in a monitor status until all #'s are verified as working.
Wednesday, August 04, 1999 12:22:07 PM Mike Owens

z
Friday, August 06, 1999 8:24:23 AM Mike Owens
All numbers verified working. this ticket is closed.
Friday, August 06, 1999 8:35:01 AM Mike Owens
z
Friday, August 06, 1999 8:36:40 AM Mike Owens
zz
Friday, August 06, 1999 8:37:32 AM Mike Owens
z
Friday, August 06, 1999 12:17:19 PM Rebecca Beshears
BELLSOUTH

Ticket # : 000000010043759
Account # : 10676351
Customer Name : LOUISIANA REPROGRAPHICS INC DBA
Problem Description : Per Cooter, please go this customer site and verify that the new line they ordered and had a FOC of 7/29 really did get installed. Thei vendor cannot find the new line at the DMARC. Their new number is supposed to be 2259250283. This ticket needs to be assigned to Herbert Clements per Coorter
Trouble Code : NDT
Ticket History :
Friday, August 13, 1999 11:05:09 AM Rebecca Beshears
ASSIGNED TO TOMMY
Friday, August 13, 1999 1:09:24 PM Tara Pack
Herb
Referral Ticket # :
Repaired Remarks :
Friday, August 13, 1999 1:09:24 PM Tara Pack
ID'd local line-resale through Bell

OPTIONS: NONE

--
>table dnroute
TABLE: DNROUTE
>912 314 6774
NO COMMAND IN LINE
>pos 912 314 6774
912 314 6774 T OFR3
1
Looked up lines in AS400....found that the local line belong to Bell.....
Calling Mary @BellUNE.....to open tkt.....
9127439227(Bell).... 9127433543(Bell).....can't call 9123146774(Deltacom)
"26 code" = AC207071
tkt. # GI014466
Called Shawn....to update him on opening a T.T. w/BellUNE.....he said he would call back Thursday for an update.....
Wednesday, September 08, 1999 5:04:20 PM Ted Campbell
Will call Bell sometime before lunch tomorrow to ck status of the tkt.
Wednesday, September 08, 1999 7:38:15 PM Jerry Smith
John with Mindspring called for update. I called UNE spoke to carolyn and she says they have it out to Translations now.
Called John back and gave him update..
Thursday, September 09, 1999 10:58:57 AM Jeanene Fleming
Steve called & said they have it fixed. I called Shawn & got him to test modem to see if it worked & it is going ok for now
but wants to monitor it today. Told steve to DM ticket til tomorrow.
Thursday, September 09, 1999 3:52:13 PM John Green
Allen at Mindspring NOC called, says that everything is OK, they are closing their ticket.
Friday, September 10, 1999 8:05:54 AM Ted Campbell
Called Shawn...things are going great. Monitored all day yesterday and this morning....everything was fine....
Closing tkt.
Referral Ticket # :

Repaired Remarks :
Friday, September 10, 1999 8:05:55 AM Ted Campbell
BellUNE reported problem was a translations issue.

Ticket # : 000000010039650
Account # : 10645042
Customer Name : CITY PLUMBING & ELECTRIC SUPPLY COMPANY
Problem Description : PER CUSTOMER LINE# 770 532 1705 770 534 8007
(FAX LINES) ARE HAVING PROBLEMS RECIEVING FAXES. THEY ARE SENDING FAXES FINE.
WHEN TRYING TO RECIEVE FAXES THEY GET RECORDINGS SAYING TROUBLE ON LINE. THEY
ALSO GET A BUSY SIGNALS.THE CUSTOMER HAD A T-1 CUTTOVER LAST NIGHT.
Trouble Code : 706
Ticket History :
Thursday, July 15, 1999 4:34:38 PM Lori Whisenant
Since this was just cut over last night, sending to Installs to check.
AB
Friday, July 16, 1999 9:04:08 AM Chad Reeves
this is a translatiuon issue ... we have richard oravetz working with bell

translation
.... both bell and delta see it as the other parties problem .... bobby lee has control of this issue.
Friday, July 16, 1999 9:17:57 AM Chad Reeves
RICHARD AND WAYNE MOON ARE WORKING ON IT
Friday, July 16, 1999 12:52:27 PM Patti Thompson
UPDATE
Mr. David McClure called in for status on this ticket. I told him that it was being worked on. He said now customers are saying that fax line 7705348007 has recording on it that it has been disconnected. He would like for someone to call him at 7705324123 ext. 238. He will be in until 3 pm. He is not mad or anything, but is just wondering what is going on.
Wednesday, July 21, 1999 2:06:38 PM Bobby Lee
This trouble cleared up w/o any intervention on the part of DeltaCom over the weekend of 7/17-7/18. Bell denied that they nor none of their systems were involved in the clearing of the trouble but it was most likely related to Bell completing the disconnect orders on the 80 DID number that we were not able to call LD late Friday and mysteriously the problem no longer existed the 1st thisn on Monday morning.
Referral Ticket # :
Repaired Remarks :
Wednesday, July 21, 1999 2:06:38 PM Bobby Lee
Came clear - see remarks in trouble history

Ticket # : 000000010039975
Account # : 10968782
Customer Name : CRESCENT ENTERPRISES INC DBA COLORQUICK
Problem Description : Per SandraThey are getting a d/c recording on lines 7706401920/6452415.This is a new customer.
Trouble Code : FSD
Ticket History :
Monday, July 19, 1999 11:44:10 AM Lori Whisenant
Just turned up today. Sending to installs.
Monday, July 19, 1999 2:08:06 PM Patti Thompson
UPDATE
Sandra called in and wants to know what is going on. She is very frustrated!!!!
Monday, July 19, 1999 9:02:17 PM Bobby Lee
assigned to Chad Oliver: Trouble was cleared on 7/19 - -Chad will close ticket on 7/20.
Wednesday, July 21, 1999 9:27:18 AM Chad Oliver
completed
Thursday, July 29, 1999 11:56:42 AM Chad Oliver
complete

Wednesday, August 04, 1999 2:13:14 PM Chad Oliver
completed , and closed
Referral Ticket # :
Repaired Remarks :
Wednesday, July 21, 1999 9:27:18 AM Chad Oliver
Bell had to reprogram switch , so that it would release these numbers

Ticket # : 000000010041745

Account # : 10975159
Customer Name : COMPANION SERVICES INC - DEVINE ST
Problem Description : Lisa Funderburk called in for customer stating that this was suppose to be a UNE cut and it should have been cut over last night and now the customer is completely without service and they need their lines up and running ASAP. She stated that if the customer tries to call Bell they will just tell them they are now a Deltacom customer. She states that their voicemail is down as well on line 803 771 6454.
Trouble Code : 105
Ticket History :
Friday, July 30, 1999 1:33:47 PM Amanda Bright
Screened Tckt. Installs.
New cut 7/29.
Friday, July 30, 1999 2:34:07 PM David Webb
Called bellSouth and got this problem resolved.
Referral Ticket # :
Repaired Remarks :
Friday, July 30, 1999 2:34:07 PM David Webb
The customer lines are not down. It is just there voice mail. I have talked with BellSouth technician TJ and he is rebuilding the voice mail boxes. His contact # is 8008119079 ext 62651.

Ticket # : 000000010046065
Account # : 10966471
Customer Name : ATC LOGISTICS INC
Problem Description : Per Kevin one of their off site locations is trying to call them on 9047668500, and they receive a fast busy the NPA/NXX of the area trying to call them is 904924.
Trouble Code : ROR
Ticket History :
Tuesday, August 31, 1999 8:31:14 AM Angela Lawrence
Per Maria Dixon, customer can't call any T1's by using 904/924 . Also there is an Echo in the T1.
Tuesday, August 31, 1999 9:04:45 AM Jeanene Fleming
assigned to Installs. Customer cut yesterday
Tuesday, August 31, 1999 10:03:24 AM Eric Morrison
recieved ticket notification ---researching trouble
Tuesday, August 31, 1999 10:31:04 AM Bobby Lee
assigned ticket to Eric Morrison.
Wednesday, September 01, 1999 11:25:42 AM Eric Morrison
contacted Bell at 10:25 8/31 we found that only about half of the disconnects had run.
at 1:00 pm Bell called and reported that they had completed the disco's.
the Customer was up and working at 1:00pm 8/31
Referral Ticket # :
Repaired Remarks :
Wednesday, September 01, 1999 11:25:42 AM Eric Morrison
Bell completed the Disco's at 1:00 pm 8/31 problem resolved

Ticket # : 000000010047284
Account # : 10965556
Customer Name : ATLANTIC SERVICES GROUP INC/UNE
Problem Description : Brian thaxton called in and stated customer was having a T1 cut yesterday and now they cannot receive any calls. Brian is the contact and can be reached at 8435763433.
Trouble Code : 706

Ticket History :
Thursday, September 09, 1999 9:30:45 AM Jeanene Fleming
cut yesterday unity T1
Thursday, September 09, 1999 1:48:43 PM Bobby Lee
Assigned Tbl Tkt to Eric Morrison.
Wednesday, September 15, 1999 2:54:11 PM Eric Morrison
the original cut was rescheduled till a later date, found that bell had ran the disco's during the night.
Thursday, September 16, 1999 12:13:01 PM Eric Morrison
problem cleared
Referral Ticket # :
Repaired Remarks :
Thursday, September 16, 1999 12:13:01 PM Eric Morrison
The numbers were ported the next day. It was decided that it would be faster to go ahead and port the number that to try and have the numbers reinstated at bell. problem resolved

Ticket # : 000000010038856
Account # : 10968444
Customer Name : KATIE S HARRIS AGENT FOR STATE FARM
Problem Description : Katie/customer called Victor in the Macon Office and reported that when they receive a fax, person is getting a recording that this # is disconnected, but they are able to fax out. FAX # 912-314-4323. Please contact Katie@ 9127418881.
Trouble Code : 105
Ticket History :
Friday, July 09, 1999 10:07:00 AM John Sanders
Screened tkt.
Friday, July 09, 1999 10:48:29 AM Pam Duncan
checking
Friday, July 09, 1999 12:00:09 PM Pam Duncan
this line reported is actually not the line with the trbl. The line getting disconnect is - 912 738 9005. I post lines and do not see them hitting. This custoemr cut Wed. and per ticket opened yesterday - same trbl.... Bell said this did not show good from us. I called for install grp. James did cut - he is not in - someone is suppose to follow up
Friday, July 09, 1999 4:37:58 PM Pam Duncan
sending this ticket to install grp. as well. This issue was never corrected in 24 hrs. still a maint. issue.
Tuesday, July 13, 1999 2:13:59 PM James Ward
Open trouble ticket # GI011728. 1:50 7/13/99
Wednesday, July 14, 1999 8:24:09 AM James Ward
Trouble ticket # GI011728 open to Bellsouth 7/13/99 at 8:45.
Wednesday, July 14, 1999 8:25:47 AM James Ward
1st level escalations at 8:29 hrs.
Wednesday, July 14, 1999 6:11:09 PM James Ward
routing corrected by Bellsouth
Referral Ticket # :
Repaired Remarks :
Wednesday, July 14, 1999 8:24:09 AM James Ward
Trouble ticket # GI011728 open to Bellsouth 7/13/99 8:45 AM.
Wednesday, July 14, 1999 6:11:09 PM James Ward
This was a translation problem with Bellsouth

Ticket # : 000000010045354
Account # : 10886992
Customer Name : MONROVIA MIDDLE SCHOOL
Problem Description : per customer line#256 430 4499/726 0200 when called these lines have a recording saying "these lines are being checked for trouble" The customer was converted to LNP yesterday.
Trouble Code : 105
Ticket History :
Wednesday, August 25, 1999 10:17:20 AM Miranda Bodine

checking
Wednesday, August 25, 1999 10:18:53 AM Sherry Tabor
customer also has another problem. When line# 256 726 0250 is called they get recording saying " this line is no longer in service."
Wednesday, August 25, 1999 11:11:01 AM Miranda Bodine
Converted to UNE yesterday. Please check.
Wednesday, August 25, 1999 11:24:27 AM Johnny Flynn
Screened
SRC

DIRECTORY NUMBER:
>2567260250

--
DN: 7260250 (PORTED-IN)
TYPE: MEMBER OF DNH HUNT GROUP

PILOT DN: 4304499
Wednesday, August 25, 1999 11:38:48 AM Pam Duncan
checking
Wednesday, August 25, 1999 12:37:51 PM Pam Duncan
This should have gone to installs grp. Cut yesterday @ 3 per calendar. I called installs and was told Mark was working this.
I am reassigning to installs grp.
Wednesday, August 25, 1999 12:38:16 PM Pam Duncan
....
Wednesday, August 25, 1999 4:30:44 PM Mark Lucy
Problem resolved, all lines check out fine.
Referral Ticket # :
Repaired Remarks :
Wednesday, August 25, 1999 4:30:44 PM Mark Lucy
Problems on these lines have been corrected. Bellsouth translation problem. RCmag corrected the errors and all lines associated with this order rest out fine. Ticket will be closed.

Ticket # : 000000010045595
Account # : 10982122
Customer Name : CAMP FRANK - BUSINESS ACCOUNT
Problem Description : Customer is reporting that when people are trying to call into line 2565438850 they are getting a D/C recording.
Trouble Code : 105
Ticket History :

Thursday, August 26, 1999 1:43:36 PM Barbara Riggs
checking...
Thursday, August 26, 1999 4:11:49 PM Barbara Riggs
I am checking into this one to see why the line is giving d/c recording I wil be updating.
Thursday, August 26, 1999 7:11:35 PM Barbara Riggs
This customer per SOPS converted to us as LNP-UNE on 8/26. Please check out the trouble and call customer. Thanks!
Thursday, August 26, 1999 7:17:52 PM Pam Duncan
if converted today... goes back to installs.....
Friday, August 27, 1999 3:19:51 PM Mark Lucy
trouble is repaired.
Referral Ticket # :
Repaired Remarks :
Friday, August 27, 1999 3:19:51 PM Mark Lucy
trouble is repaired.

Ticket # : 000000010041604
Account # : 10828374
Customer Name : JACKSON OIL PRODUCTS

Problem Description : All DID lines are out.
Trouble Code : 300
Ticket History :
Friday, July 30, 1999 11:40:15 AM Tara Pack
per Nathan
Referral Ticket # :
Repaired Remarks :
Friday, July 30, 1999 11:40:16 AM Tara Pack
Bell South trbl-reported

Ticket # : 000000010041809
Account # : 10715357
Customer Name : GENERAL INFORMATION SERVICES INC
Problem Description : The following lines were just added and are unable to call out locally. They can dial out but on all local calls they are having to dial 1+. This has been entered in tafi with a commit 7/31 by 11am.

803 945 0025
803 945 0217
803 945 0232
803 945 1577
803 945 2001
803 945 7260
803 945 7541
803 945 7603
803 945 7806
803 945 9554
Trouble Code : 105
Ticket History :
Friday, July 30, 1999 5:28:11 PM Amy Mann
I have entered all lines in tafi & rec commit 7/31 11am
Friday, July 30, 1999 5:38:40 PM Amy Mann
To: Amy Mann/DeltaCom@DeltaCom
cc:

Subject: Re: General Information Services Inc

Please call Lisa Funderburk (x3610) Monday and let her know the trouble has been resolved. Lisa is the sales rep on the account.....thanks....Randy

To: Randy Tucker/DeltaCom@DeltaCom
cc:
Subject: General Information Services Inc

I have opened TT#10041809 with commit 7/31 11am. Do I need to call this customer? If so- who & at what number?

Friday, July 30, 1999 5:47:11 PM Amy Mann
I have gave this to Miranda to follow up on Monday
Monday, August 02, 1999 8:30:10 AM Miranda Bodine
I checked in tafi and bell closed as ntf. I re-entered in tafi w/new commit time of today by 1pm.I am calling Lisa back to let her know what is going on.
Monday, August 02, 1999 4:48:53 PM Miranda Bodine
I checked all lines in tafi and they all came out ok. I am sending Lisa F. an email to let her know what is going on.
Tuesday, August 03, 1999 8:32:09 AM Deborah Bowling
Ronnie Bradford said to close this ticket he reset the card machine and it is Ok now.
Tuesday, August 03, 1999 8:54:55 AM Miranda Bodine
I called and left Bill Wilson a msg.
Tuesday, August 03, 1999 4:01:30 PM Miranda Bodine
I am sending this tt to Mike Owens to see if he can go out to the loc. and figure out what is going on. Bell checked all of

the lines and can not find a problem.Could you please check and let me know what you find out. Thanks!!
Wednesday, August 04, 1999 10:08:54 AM Mike Owens
Assigned to Bill lee.
Wednesday, August 04, 1999 12:22:07 PM Mike Owens
z
Friday, August 06, 1999 8:24:22 AM Mike Owens
Assigned to Mike Owens.
Friday, August 06, 1999 8:35:01 AM Mike Owens
z
Friday, August 06, 1999 8:36:39 AM Mike Owens
z
Friday, August 06, 1999 8:37:32 AM Mike Owens
z
Friday, August 06, 1999 12:17:19 PM Rebecca Beshears
MIKE
Referral Ticket # :
Repaired Remarks :
Wednesday, August 04, 1999 10:08:54 AM Mike Owens
Ticket was opened with Bell, as these are Bell resale copper lines. I spoke to Bill Wilson and he said all NXX's were working with the exception of 732. This ticket will remain in a monitor status until all #'s are verified as working.
Wednesday, August 04, 1999 12:22:07 PM Mike Owens

EXHIBIT NO. _____

DOCKET NO.: 990750-TP

WITNESS: Stip - 10

PARTY: BellSouth

DESCRIPTION:

1. Responses to Staff's 1st Set of Interrogatories
2. Responses to Staff's 2nd Set of Interrogatories (Item 64 too voluminous to copy)
3. Responses to Staff's 1st Set of PODs
4. Responses to Staff's 2nd Set of PODs

PROFFERING PARTY: STAFF

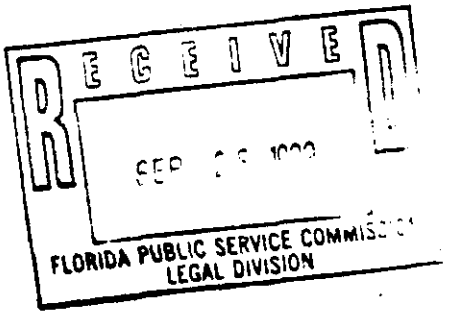
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 11
COMPANY/ WITNESS: Staff
DATE: 10-27-99

I.D. # Stip-10

MICHAEL P. GOGGIN
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5561

Legal Department



September 27, 1999

Via Hand Delivery

Diana Caldwell
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 990750-TP (ITC^DeltaCom)

Dear Ms. Caldwell:

Enclosed is BellSouth Telecommunications, Inc.'s Responses to Staff's First Set of Interrogatories and its Responses and Objections to Staff's First Request for Production of Documents served on September 2, 1999.

Sincerely,

Michael P Goggin (KE)
Michael P. Goggin

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE ME, the undersigned authority, personally appeared Lynne G. Brewer, who being first duly sworn deposes and says:

That she occupies the position of Manager, Headquarters Regulatory and is the person who has furnished answers to these interrogatories No. 1 through No. 26 and further says that said answers are true and correct to the best of her knowledge and belief.

WITNESS my hand and seal this 22nd day of Sept., 1999.

Signature Lynne G. Brewer

Michaele F. Holcomb

Notary Public

State of Georgia

My Commission Expires:

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

REQUEST: For purposes of the following question, please refer to Mr. Varner's direct testimony, page 18, lines 16-19. Is it BST's opinion that ITC^DeltaCom's request for parity in Issue 3 (b) (2) constitutes an additional requirement to the Act's provisions? If yes, please explain.

RESPONSE: Yes. In section 3.2 of the General Terms and Conditions, ITC^DeltaCom proposed language that would require BellSouth to provide "functionality equal to or greater than that which BellSouth provides to its own end users." Absolutely nothing in the Act or the FCC's rules requires a "greater than" standard. In fact, FCC Rule 51.305(a)(4), which purported to obligate incumbents to provide superior quality interconnection to competing carriers, was vacated by the Eighth Circuit.

RESPONSE PROVIDED BY: Alphonso J. Varner
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: For purposes of the following question, please refer to Mr. Varner's direct testimony, page 18, lines 24-25. Please explain what is meant by the phrase "ITC^DeltaCom is requesting implementation of an impossible circumstance, not parity."

RESPONSE: It is BellSouth's understanding that ITC^DeltaCom is requesting that BellSouth be required to provide UNEs to ITC^DeltaCom on the same terms that BellSouth provides services to its retail customers. Due to the fact that the provision of UNEs is not the same as the provision of retail services, and that BellSouth does not provide UNEs to itself or to its retail customers, it is impossible to measure BellSouth against a standard or circumstance that does not exist. Consistent with the FCC's standard, BellSouth provides ALECs with access to unbundled network elements in a manner that gives an efficient ALEC a meaningful opportunity to compete, which is all the Telecommunications Act requires.

RESPONSE PROVIDED BY: Alphonso J. Varner
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: Please refer to both witnesses Varner's and Caldwell's direct testimony. At page 11, lines 14-22 of witness Varner's testimony, he states that the rates previously ordered by the FPSC are "appropriate" because BellSouth's "cost studies are generic," the "costs do not vary," and therefore the "costs that this Commission has already used to establish rates for AT&T, MCI, and other ALECs should be the same for ITC^DeltaCom or for any other ALEC." However, witness Caldwell states in her direct testimony at page 9, lines 2-3, that some inputs have been updated to the 1998-2000 time period.

(a) Please identify which inputs have been updated and what changes have resulted.
(b) Please explain why cost studies incorporating updated inputs to support rates for the services that were previously ordered by this Commission (e.g., 2 and 4 wire ADSL and HDSL) have not been submitted in this proceeding.

RESPONSE: (a) Inputs and updates to the cost for a 2-wire analog loop filed in Docket No. 990750-TP compared to the cost filed in Docket Nos. 960833-TP/960846-TP/960757-TP/971140-TP/960916-TP are identified in the following table:

Cost Study Input	Updated to 1998/2000	Comment/Changes
Material (Cable/xbox)	Yes	EOY 1997 Material Price
Utilization - Cable	Yes	EOY 1997 Utilization adjusted per FPSC order
DLC/MUX	No	Vendor Prices did not change
Drop Wire/NID	Yes	EOY 1997 Material Price with additional adjustments per FPSC order
1995 Loop Sample	No	Most recent loop characteristics
Res/bus mix	No	Adjusted for FPSC order
MDF	Yes	Updated switch weightings & SCIS-MO

The OSS costs (F.1.61, F.1.62, and F.1.7) filed in this proceeding are new cost elements. Therefore, all inputs are new and updates are not applicable.

RESPONSE: (Continued)

In addition to the above cost study inputs, the loadings and factors were updated to the 1998 to 2000 planning period. This includes the following items:

BellSouth Regional Telephone Plant Indexes
Investment Inflation Factors
Inplant Loadings
Supporting Equipment and Power Loadings
Land and Building Loadings
Pole and Conduit Loadings
Plant Specific Expense
Ad Valorem and Other Taxes
Gross Receipts Tax Factor
Labor Rates

Also, cost of capital, depreciation, taxes, and shared and common costs include adjustments as ordered by the Commission in Order No. PSC-98-0604-FOF-TP. The methodology for loadings and factors is described in Section 4 (Pages 28 to 40) of BellSouth's cost study filing. Supporting data is provided in Appendix B (Pages 772 to 913) and POD Item No. 4.

(b) The cost elements included in this filing represent unbundled network elements requested by ITC DeltaCom for which the Florida Commission did not establish rates in Docket Nos. 960833-TP/960846-TP/960757-TP/971140-TP/960916-TP.

RESPONSE PROVIDED BY:

Robert McKnight & Charles Lee
Directors
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Referring to witness Varner's direct testimony at page 64, lines 6-7. Please explain the basis for the following statement: "[T]he rate that this Commission previously approved is equivalent to the SL2 service."

RESPONSE: The inputs and functions contained in the 2-wire analog voice grade loop cost studies presented in Docket Nos. 960833-TP, 960846-TP, 960916-TP, were consistent with what is currently defined as a Service Level 2 (SL2) 2-wire analog voice grade loop. Specifically, an SL2 loop provides a designed circuit, SMAS test points and design layout record and includes manual order coordination at no additional charge. Alternatively, an SL1 loop provides a non-designed circuit without SMAS test points and with engineering information and manual order coordination available at an additional charge.

RESPONSE PROVIDED BY: Alphonso J. Varner
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: For the following questions, please refer to witness Caldwell's direct testimony, page 5, lines 4-12.

(a) Please explain what is meant by the term "designed circuit," e.g., does a design record exist, and if so, who designed it and where does it reside?
(b) Where is the test access point on the SL2 located, and to whom is it accessible?
(c) Are there any other differences between an SL1 loop and an SL2 loop other than that the SL2 loop is a designed circuit and has a test access point?

RESPONSE: (a) The term designed circuit, as mentioned in the cost study for the SL2 loop, refers to a circuit that is documented by a Design Layout Record (DLR). A DLR contains technical and administrative information that describes the overall service and includes such items as cable make-up (gauge, loading, facility interface, electronics, etc.). Engineering work groups (Assignment Facilities Inventory Group-AFIG, Circuit Provisioning Group-CPC, and the Outside Plant Engineering-OSPE) are involved in the provisioning of a designed circuit and creation of a DLR. The DLR is stored in provisioning systems such as LFACS and TIRKS.
(b) The Test Access Point, as mentioned in the cost study for the SL2 loop, is located in the central office and functions as a remote test site for trouble isolation. The test point is accessible by LEC personnel and allows determination of the facilities at fault (either LEC or ALEC) without a field dispatch.

REQUEST: (Continued)

(c) Yes. The differences are:

- The SL1 loop is only available with loop start whereas the SL2 facility is available with loop start, ground start, or reverse battery.
- The Installation and Maintenance functions are handled through a special service work group for SL2 loops.
- The SL1 loop is billed by CRIS and the SL2 loop is billed by CABS.
- For transmission requirements, the SL1 loop does not have a specific dB loss requirement whereas the SL2 loops are designed to meet the insertion loss as defined by Technical Reference TR73600.

RESPONSE PROVIDED BY:

Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Please refer to witness Caldwell's direct testimony, page 9, lines 15-19.

(a) Please identify which tax factor values were updated?
(b) Please explain why were they updated?
(c) Please explain how were the updates calculated?

RESPONSE: (a) As stated on page 9 of Caldwell's direct testimony, lines 15 – 19, the tax factors that were updated were the combined state and federal income tax factor, the gross receipts tax factor, and the ad valorem tax factor.

(b) The combined state and federal income tax factor was updated to comply with the Florida Commission's Order stating that Florida-specific tax factors be applied when available. The gross receipts tax factor and the ad valorem tax factor were updated in order to use the latest tax data available for Florida.

(c) See BellSouth's cost study filing in Docket No. 990750-TP, Section 4, pages 33 – 37 for an explanation of how the tax factors were calculated.

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Referring to page 10, lines 9-13, of witness Caldwell's direct testimony, please explain when the disconnect rates apply, e.g., does the disconnect apply when ITC DeltaCom informs BellSouth that ITC DeltaCom wishes to disconnect the element or when ITC DeltaCom's customer changes to another carrier?

RESPONSE: Disconnect rates apply at the time the network element is disconnected. The application of a specific network element's disconnect charge is triggered by the completion of the service request to disconnect the specific network element. The disconnect charge would appear on the ALEC's billing statement subsequent to the completion and posting of the disconnect request.

RESPONSE PROVIDED BY: Alphonso J. Varner
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: Referring to page 13, lines 9-11, of witness Caldwell's direct testimony, please explain how the work times for each of the cost studies (included in DDC-1-5) determined, e.g., through actual experience, through an estimate, etc., and who developed them? Please explain your answer.

RESPONSE: Work time estimates are provided by Subject Matter Experts (SMEs), please see attached, based on their knowledge and experience about the specific work functions in each work group (i.e., Installation and Maintenance; Outside Plant Engineering; Assignment Facilities Inventory Group; Work Maintenance Center; Information Technology; Network and Carrier Services' Marketing and Product Commercialization Unit; Local Carrier Service Center; and BellSouth Billing, Incorporated).

RESPONSE PROVIDED BY:

Robert McKnight & Charles Lee
Directors
3535 Colonnade Parkway
Birmingham, AL 35243

Subject Matter Experts (SMEs) for Work Times

SME	Function
Eno Landry	Collection & Review of Work Times from Various Network Work Center SMEs
Thad June	Collection & Review of Work Times from Various Network Work Center SMEs
Edward Houppert	Access Carrier Advocacy Center
Shirley Abts	Assignment Facilities Inventory Group
Mike Zitsman	Outside Plant Engineering
Daniel Stinson	Central Office
Mike Hulsey	Special Services - Installation & Maintenance
Richard Guilbeau	Installation & Maintenance
Robert Carlton	Work Management Center
Sharron Smith	Circuit Provisioning Group
Jim Freeman	Manual Processing
Darrel Boatright	Information Technology
Jeannette Soteropoulos	Information Technology
Mary Wolf	Billing-Information Technology
Marie Cardin	Billing-Information Technology
Pamela Epps	BellSouth Billing, Inc.
Sally Cunning	BellSouth Billing, Inc.
Kathy Wilsonchu	Network & Carrier Services
Terry Sullivan	Network & Carrier Services
Paula Switzer	Network & Carrier Services
Pam Sims	Network & Carrier Services
Pat Rand	Network & Carrier Services
Gene Piatkowski	Network & Carrier Services

REQUEST: Referring to page 13, lines 22-23, of witness Caldwell's direct testimony, are the loop sample modeling technique and sample data utilized in the cost studies performed for this filing identical to those used in the cost studies for the rates developed in Order No. PSC-98-0604-FOF-TP? If not, please explain any and all of the difference(s).

RESPONSE: Yes, the loop sample modeling techniques and sample data utilized are the same as that used in preparation of cost studies for the rates developed in Order No. PSC-98-0604-FOF-TP. Both are based on a 1995 sample of residence and business loop characteristics for Florida.

RESPONSE PROVIDED BY:

Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For the purpose of these questions, please refer to page 14, line 5, of witness Caldwell's direct testimony and, for example, Bates-stamped page 45 of Exhibit DDC-1.

(a) What is subscriber line testing? Please explain your answer.
(b) Please explain subscriber line testing is listed on Bates-stamped page 45, for example, as an add-on expense to the direct cost? Please explain your answer.
(c) Please explain why is subscriber line testing a recurring cost rather than a nonrecurring cost?

RESPONSE: (a) Subscriber Line Testing (SLT) includes the activities associated with testing subscriber line facilities from a test facility (test-desk or other testing system) to determine the condition of plant on either a routine basis or prior to assignment of facilities; receiving, recording and analyzing trouble reports; testing to determine the nature and location of reported trouble conditions; and dispatching repair persons or otherwise initiating corrective action.
(b) SLT is developed as an add-on expense to direct cost because the associated expenses are not defined to a specific field account code (e.g., 22C for aerial cable or 257C for electronic equipment). These expenses are associated with all access lines and are recovered on a per access line basis.
(c) SLT is a recurring cost because it is an ongoing activity required for loop maintenance. This does not meet the criteria for nonrecurring costs of occurring one-time during the life of an offering.

RESPONSE PROVIDED BY: Robert McKnight & Charles Lee
Directors
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Referring to Bates-stamped page 69 in Exhibit DDC-1, please explain what "tagging a loop" means, and why is it necessary?

RESPONSE: The tagging process is performed at the customer/end user premises when a premises visit is made for a SL1 or SL2 loop. Since tagging is performed when a premises visit is made, loops not requiring a premises visit will not be initially tagged. Such untagged circuits are tagged when a customer premises visit is eventually necessary. Information on the tag identifies the ALEC ID and circuit ID. The circuit ID is unique for each circuit and is used to identify the loop in Company databases for billing, inventory, trouble reporting, etc.

RESPONSE PROVIDED BY:

Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Referring to Bates-stamped page 759 in Exhibit DDC-1, please explain what the "Discount Factor" is and its use.

RESPONSE: This information is proprietary and should not be disclosed without the execution of the appropriate nondisclosure agreements.

RESPONSE PROVIDED BY:

Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Referring to Bates-stamped pages 767 and 768 in Exhibit DDC-1, please explain why the test point material on page 767 is divided by an 80% utilization rate.

RESPONSE: The test point material price represents a per-circuit portion of the Switched Maintenance Access System (SMAS) (i.e., shelving, panels). Each bay has a total capacity of 720 circuits, but typically is working at 80% actual capacity. Thus, an 80% projected actual utilization rate is applied to each test point material price.

RESPONSE PROVIDED BY:

Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Referring to Bates-stamped page 770 in Exhibit DDC-1, is integrated or universal digital loop carrier is modeled? Please explain your answer.

RESPONSE: The Digital Loop Carrier Material Table represents 100% universal digital loop carrier.

RESPONSE PROVIDED BY:

Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Referring to Bates-stamped page 771 in Exhibit DDC-1, is the multiplexer cost associated with digital loop carrier? Please explain your answer.

RESPONSE: Yes. The Multiplexer Material Table reflects the Central Office and Remote Terminal Hardwired equipment, Common Plug-ins, and Interface Plug-Ins required to perform multiplexing. This equipment multiplexes multiple voice grade circuits onto one or more DS1 facilities for transmission to the central office switch. In the case of a Next Generation Digital Loop Carrier (NGDLC) system, the digital loop carrier and multiplexing functions can be performed with side-by-side or shared pieces of equipment (depending on vendor). The Loop Multiplexer Price Calculator (provided in the mechanized file FLMIUX0C3TE.xls) calculates the multiplexing material cost based on a SONET ring architecture utilizing four nodes.

RESPONSE PROVIDED BY:

Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Referring to Bates-stamped pages 786, 788, and 790 in Exhibit DDC-1, for example, please explain why are surrogate factors used for these accounts.

RESPONSE: The surrogate inplant factors were used in lieu of calculated factors because the total booked investment added during the data year (i.e., 1997) fell below $100,000. The $100,000 level was used as the low-end threshold because investment activity below this level is insufficient to furnish inplant data free of timing distortions in booking that are appropriate for use in these studies.

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Referring to page 6, lines 5-16 of witness Thierry's testimony, please describe the security measures that are required prior to obtaining access to BellSouth Central Offices for employees of each of the following:

(a) BellSouth
(b) ALECs
(c) Third Party Vendors

RESPONSE: This Interrogatory seeks information relating to Issue 37, which the parties have resolved and, therefore, is no longer a matter for this arbitration.

RESPONSE PROVIDED BY: David Thierry
Manager
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: (a) Does BellSouth currently provide the specifications to any CLEC thus enabling them to parse the Customer Service Records (CSRs)?
(b) If the response to (a) is affirmative, please identify with which CLECs such agreements exists, in which state or states the agreement(s) was (were) filed, and the date of each such agreement(s).

RESPONSE: This Interrogatory seeks information relating to Issue 2(a)(i), which the parties have resolved and, therefore, is no longer a matter for this arbitration.

RESPONSE PROVIDED BY: Ronald Pate
Manager
675 West Peachtree St.
Atlanta, GA 30375

REQUEST: (a) Does BellSouth currently designate specific UNE center personnel for coordinating orders placed by other CLECs?
(b) If the response to (a) is negative, what circumstances or conditions would warrant the designation of specific UNE center personnel for coordinating orders placed by other CLECs?

RESPONSE: UNE center personnel are assigned responsibilities according to workload. BellSouth does not assign UNE Center personnel by ALEC. The closest BellSouth comes is assigning specific personnel to work all orders in a particular state (i.e. Alabama, etc.). However, even that assignment is rarely used because BellSouth continuously changes job assignments for a particular area as workload dictates. A UNE Center electronics technician or maintenance administrator is prepared to work on any and all orders regardless of which ALEC placed the order. There are no conditions or circumstances that would cause BellSouth to assign UNE Center electronics technicians or maintenance administrators to a particular ALEC.

RESPONSE PROVIDED BY: W. Keith Milner
Senior Director
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Has BellSouth deployed Integrated Digital Loop Carrier (IDLC) systems for the following applications?

(a) Cable relief of old or deteriorated plant.
(b) Cable relief of excessively long loops in service.
(c) Cable relief in high growth areas (business parks, etc.).
(d) Other (specify)

RESPONSE: Yes, BellSouth has deployed IDLC systems for all of the above applications. BellSouth deploys IDLC when it is the most economic alternative to serve customers.

RESPONSE PROVIDED BY: W. Keith Milner
Senior Director
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Does BellSouth perform any testing of services ordered by its customers prior to providing those services to the customer?

RESPONSE: For services that require a field dispatch, the field technician tests the service being provisioned. Depending on the type of service requested, this testing may or may not require assistance from a BellSouth control office such as the ACAC (Access Customer Advocate Center), BRC (Business Repair Center), RRC (Residence Repair Center), or WMC (Work Management Center).

For services that do not require a field dispatch (residence and small business simple services), no testing is done prior to providing service to the customer. These requests generally flow through and are provisioned without a field dispatch or manual completion required. The service is provisioned on left-in-place facilities to a particular address. The customer is advised up-front that no dispatch is required to provision service and that if dial tone is not realized by 5 p.m. on the due date, to call repair for resolution.

RESPONSE PROVIDED BY: W. Keith Milner
Senior Director
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Does BellSouth perform any testing of UNEs ordered by ALECs prior to providing those UNEs to the ALEC? If yes, how are these test results used?

RESPONSE: The UNE Center's documented procedures are that all circuits ordered by ALECs are to be tested prior to turning the circuit up to the ALEC. These tests are used to isolate any trouble in the circuit. Once a trouble is isolated, the UNE Center contacts (usually by handoff) the appropriate work group responsible for that portion of the circuit, to have the trouble repaired. The trouble is sometimes isolated to the ALEC, in which case the ALEC is contacted and informed that a trouble has been isolated to their portion of the circuit. After the trouble has been corrected, the UNE Center procedures call for the UNE center to re-test the circuit to ensure the circuit is trouble free before turning up the circuit to the ALEC. On non-designed SL1 unbundled loop orders, there are no remote testing capabilities; therefore all testing is done in the Central Offices (COs). If the CO technicians isolate a trouble in the CO, they repair the trouble. If the CO technician isolates a trouble on the ALEC's portion of the circuit, the CO reports the trouble to the UNE Center, which then contacts the ALEC to advise of the trouble. If a field dispatch is required, then the field technician tests the circuit.

RESPONSE PROVIDED BY: W. Keith Milner
Senior Director
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Do all ILEC to ALEC cutovers involve a jumper rearrangement?

RESPONSE: Yes.

RESPONSE PROVIDED BY: W. Keith Milner
Senior Director
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Are ILEC to ALEC conversion activities assigned a priority in BST central offices? If yes, are they commitment sensitive?

RESPONSE: No, they are not assigned a priority. Designed orders are worked the same for ALEC conversions as they are for BellSouth end users. Provisioning activity occurs based on critical dates assigned to the order. However, an ALEC can request time-specific priority on their orders, such as situations where the ALEC desires an activity that is after normal working hours, if they are willing to pay for it.

RESPONSE PROVIDED BY: W. Keith Milner
Senior Director
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Are there central office technicians whose sole job responsibility is jumpering on the main distribution frames (MDF)?

RESPONSE: Generally yes, depending on the size of the central office. In small central offices, a single higher skilled technician may handle all work activities required to be performed in the office.

RESPONSE PROVIDED BY: W. Keith Milner
Senior Director
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: For peak work activity periods, does BellSouth employ contract labor? If no, what does BellSouth do for peak work activities?

RESPONSE: No. During peak work activities, BellSouth limits vacation and off time to maximize available force, utilizes overtime, and/or hires temporary employees.

RESPONSE PROVIDED BY: W. Keith Milner
Senior Director
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

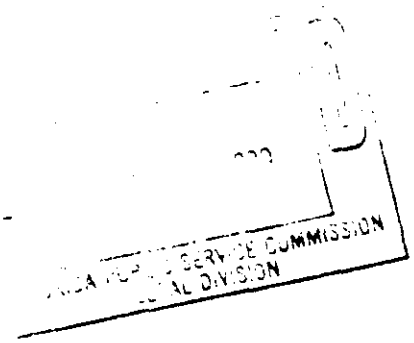
Legal/Caldwell

Legal Department

MICHAEL P GOGGIN
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5561

September 27, 1999



Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 990750-TP (ITC^DeltaCom)

Dear Ms. Bayó:

Enclosed please find an original and fifteen copies of BellSouth Telecommunications, Inc.'s Responses and Objections to Staff's First Request for Production of Documents, which we ask that you file in the above-referenced matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Michael P Goggin (kk)

Michael P. Goggin

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

DOCUMENT NUMBER-DATE
11654 SEP 27 99
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
Docket No. 990750-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

(+) Hand Delivery and U.S. Mail this 27th day of September, 1999 to the following:

Diana Caldwell (+)
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

David I. Adelman, Esq.
Charles B. Jones, III, Esq.
Sutherland Asbill & Brennan L.L.P.
999 Peachtree Street
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Michael P. Goggin (cc)
Michael P.Goggin

*Signed a Protective Agreement

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re:	)	Docket No. 990750-TP
	)	
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. pursuant to the Telecommunications Act of 1996.	)	
	)	Filed: September 27, 1999

BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSES AND OBJECTIONS TO STAFF'S FIRST REQUEST FOR PRODUCTION

BellSouth Telecommunications, Inc., ("BellSouth") pursuant to Rule 28-106.206, *Florida Administrative Code*, and Rules 1.350 and 1.280, *Florida Rules of Civil Procedure*, files the following Responses and Objections to the Staff of the Florida Public Service Commission (the "Staff") First Request for Production served on September 2, 1999.

GENERAL OBJECTIONS

1. BellSouth objects to the requests for production of documents to the extent they seek to impose an obligation on BellSouth to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

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6. BellSouth objects to providing information to the extent that such information is already in the public record before the Commission.

7. BellSouth objects to each and every request for production of documents to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to §90.506, *Florida Statutes*. BellSouth also objects to each and every request for production of documents that would require the disclosure of customer specific information, the disclosure of which is prohibited by §364.24, *Florida Statutes*. To the extent that Staff requests proprietary information that is not subject to the "trade secrets" privilege or to §364.24, BellSouth will make such information

available to Staff at a mutually agreeable time and place upon the execution of a confidentiality agreement, or subject to a Request for Confidential Classification.

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REQUEST NO. 1:

For purposes of the following request, please refer to Mr. Varner's direct testimony, page 19, line 3 - 4. Please provide any and all documents that demonstrate that provisioning UNEs is not the same as provisioning retail services.

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The FCC has repeatedly held unbundled network elements do not have a retail analogue (*See In re: Application of BellSouth Corp., BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc. for Provision of In-Region, InterLATA Services in Louisiana*, CC Docket 98-121, 13 FCC Rcd 20599 at ¶ 87 (Oct. 13, 1998); *See In re: Application of BellSouth Corp., et al. Pursuant to Section 271 of the Communications Act of 1934, as amended, to Provide In-Region, InterLATA Services in South Carolina*, CC Docket 97-208, 13 FCC Rcd 539 at ¶ 98 (Dec. 24, 1997); and *In re: Application of Ameritech Michigan Pursuant to Section 271 of the Communications Act of 1934, as amended, to Provide In-Region, InterLATA Services in Michigan*, CC Docket 97-137, 12 FCC Rcd 20543 at ¶ 141 (Aug. 19, 1997). BellSouth does not possess documents that directly, in and of themselves, demonstrate that provisioning UNEs is not the same as provisioning retail services. However, in an effort to be responsive, BellSouth is providing information relative to the provisioning processes specific to a new UNE loop order and specific to a new 1FB order. A comparison of these documents reveals the differences between the provisioning of UNE and retail services.

REQUEST NO. 2:

Please provide any and all documents that support the response to Interrogatory No. 6.

RESPONSE:

See BellSouth's cost study filing in Docket No. 990750-TP, Appendix B, pages 833 and 835 for data supporting the calculation of the state and federal combined income tax factor and the ad valorem tax factor. See POD Item No. 2, Attachment No. 1 for data supporting the calculation of the gross receipts tax factor.

REQUEST NO. 3:

Please provide any and all documents that support the response to Interrogatory No. 8.

RESPONSE:

See POD Item No. 3, Attachment No. 1. This information **is proprietary** and should not be disclosed without the execution of the appropriate nondisclosure agreements.

REQUEST NO. 4:

Please provide a schematic which shows SL1 and SL2 and fully explains the differences between them.

RESPONSE:

Circuit schematics are not available. See POD Item No. 4, Attachment No. 1 for system design flowcharts that address differences in ordering, provisioning, and maintenance for SL1 and SL2 loops.

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Please provide a copy of the proposal referenced in the direct testimony of Ronald Pate on page 8, at lines 3-4.

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Page 8, lines 3-4 of Mr. Pate's testimony references BellSouth's proposal to ITC^DeltaCom to provide a download of the Regional Street Address Guide (RSAG) at rates and conditions to be negotiated.

BellSouth is not obligated to provide the download of RSAG under the requirements of the Telecommunications Act of 1996 ("Act"). BellSouth made the offer to ITC^DeltaCom outside of the requirements of the Act as a condition of settlement of ITC^DeltaCom's Issue No. 2(a)(i).

In August and September, BellSouth provided the following information and documents to ITC^DeltaCom in an attempt to settle this issue:

(1) a verbal estimate of the cost of the download of the RSAG,
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(4) the proposed language to be inserted in the interconnection agreement.

BellSouth sent DeltaCom a letter dated September 23, 1999, confirming BellSouth's proposal to resolve this issue. To date, BellSouth has not received any response from ITC^DeltaCom. Even though BellSouth is not obligated under the Act, it is still willing to negotiate the rates and conditions of providing the download of the RSAG to ITC^DeltaCom.

All of the information and documents provided in this response are confidential.

Respectfully submitted this 27th day of September 1999.

BELLSOUTH TELECOMMUNICATIONS, INC.

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Legal Department

MICHAEL P. GOGGIN
General Attorney

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September 27, 1999

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 990750-TP (ITC^DeltaCom)

Dear Ms. Bayó:

Enclosed please find an original and fifteen copies of BellSouth Telecommunications, Inc.'s Responses and Objections to Staff's First Request for Production of Documents, which we ask that you file in the above-referenced matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Michael P Goggin (KE)

Michael P. Goggin

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

CERTIFICATE OF SERVICE
Docket No. 990750-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

(+) Hand Delivery and U.S. Mail this 27th day of September, 1999 to the following:

Diana Caldwell (+)
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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BELLSOUTH TELECOMMUNICATIONS, INC.

FPSC DOCKET NO. 990750-TP

STAFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

POD NO. 1

2.2 2 Wire Reverse Battery — Unbundled Voice Loop Procedures

2.2.1 General

This document is to provide the UNEC Methods and Procedures for the Two Wire Reverse Battery Unbundled Voice Loop. For simplicity UVL will be used throughout this document as the generic name for the two wire Reverse Battery Unbundled Voice Loop.
The UVL is a cable pair that has been removed from a BellSouth switch. This cable pair will then be leased to a CLEC. They are typically Direct Inward Dial (DID) trunks or Automatic Call Distribution (ACD) lines or trunks.

2.2.2 Provisioning

The UVL is a Special Access Circuit. Standard Operating Procedures for provisioning of Special Services will apply, except as noted in this work instruction. Reference Installation Guidelines for the Customer Advocate Centers in a Work and Force Administration-Control Environment and Installation and Maintenance Responsibilities for Special Access Service, WATS and Switched Access Services Feature Group "A" Furnished to Interexchange Customers.
The Service Code LY will be used for Unbundled Digital Loops and Unbundled Voice Loops. The NC, and NCI codes will have to be used to determine the type of service provided over the Unbundled Loop. The NC, NCI and USOC codes for UVLs are listed below.

2.2.3 Unbundled Loops Matrix

2W (Loop Start)

CFA	NC	NCI-OLEC	SEC NCI	CLS	PROV USOC
T0TIE	LY- -	02QC3.OOD	02LS2	UEA	UEAL2
T1 @ POP	LY- -	04DS?*	02LS2	UEA	UEAL2
T1 @ COL	LY- -	04QB?*	02LS2	UEA	UEAL2
NONE	LY- -	02L02	02LS2	UEA	UEAL2

2W (Ground Start)

CFA	NC	NCI-OLEC	SEC NCI	CLS	PROV USOC
T0TIE	LY - -	02QC3.OOB	02GS2	UEA	UEAL2
T1 @ POP	LY - -	04DS?*	02GS2	UEA	UEAL2
T1 @ COL	LY - -	04QB?*	02GS2	UEA	UEAL2
NONE	LY - -	02GO2	02GS2	UEA	UEAL2

4W (Loop Start)

CFA	NC	NCI-OLEC	SEC NCI	CLS	PROV USOC
T0TIE	LY - -	04QC2.OOD	04LS2	UEA	UEAL4
T1 @ POP	LY - -	04DS?*	04LS2	UEA	UEAL4
T1 @ COL	LY - -	04QB?*	04LS2	UEA	UEAL4
NONE	LY - -	04L02	04LS2	UEA	UEAL4

4W (Ground Start)

CFA	NC	NCI-OLEC	SEC NCI	CLS	PROV USOC
T0TIE	LY - -	04QC2.OOB	04GS2	UEA	UEAL4
T1 @ POP	LY - -	04DS?*	04GS2	UEA	UEAL4
T1 @ COL	LY - -	04QB?*	04GS2	UEA	UEAL4
NONE	LY - -	04GO2	04GS2	UEA	UEAL4

2W UVL (Reverse Battery)

CFA	NC	NCI-OLEC	SEC NCI	CLS	PROV USOC
T0TIE	LY - -	02QC3.RVO	02RV2/T/	UEA	UEAR2
T1 @ POP	LY - -	04DS?*	02RV2/T/	UEA	UEAR2
T1 @ COL	LY - -	04QB?*	02RV2/T/	UEA	UEAR2
NONE	LY - -	02RV2/O/	02RV2/T/	UEA	UEAR2

*** WHEN VERIFYING CFA PLEASE CHECK NCI**

2.2.4 Provisioning Flow and Work Steps

The Local Carrier Service Center (LCSC) issues orders

- Local C/D order to disconnect End User's Service from BellSouth
- Access C order to establish UVL (Special Access Circuit)
- Local N order to re-establish telephone number from D order with the CLEC as the customer and to RCF the BellSouth telephone number to the CLEC.

NOTE

There will be some instances where an end user may elect to use the CLEC telephone number instead of the BellSouth telephone number. In those situations where the end user does not elect to keep a BellSouth number, there will not be a related order for the RCF feature. Also, for new service that does not replace an existing BellSouth line there will not be a related disconnect order or a related order for the RCF feature.

The Circuit Provisioning Group (CPG) issues the WORD document for the UVL. The WORD document will have Related Order information for Local Orders

2.2.5 UNEC Works Orders

The Key to a successful cutover of UVL is to maintain the relationship between the end users new CLEC line or trunk termination, the end user's cable pairs for a talk path, and the end user's BellSouth telephone number, for terminating calls. The information needed to maintain this relationship is spread across three related service orders. The first order issued is a disconnect order which removes the end user as a BellSouth customer. The disconnect may be ordered via a C order or a D order. The disconnect order has the existing cable pairs and the BellSouth telephone/circuit number.
The second order to be issued is a C order for the UVL. This order is issued to connect the BellSouth cable pairs serving the end user to the CLEC. This order will establish the new UVL circuit id. This order will have the following information:

1. The UVL Circuit ID.
2. The BellSouth Telephone/Circuit Number.
3. The cable pairs to be reused from the disconnect order for the telephone/circuit number in item b. If this order is not reusing the cable pairs from the disconnect order the UNEC needs to contact AFIG to determine if the new assignments were made in error or if the new assignments were made because of engineering limitations of the disconnected facilities.
4. The CFA to connect the UVL to the CLEC.

The third order will be a N order to call forward the BellSouth Telephone Number to the CLEC telephone number.

2.2.6 Frame Continuity Date Work Steps

In order to bring all of the service order information into a manageable format follow the work steps outlined below Review the OSSOI screen of the UVL and determine if the order has related disconnect order activity.

- If related order field on the OSSOI screen is blank go to Negotiate Time For Conversion
- If the UVL has related order activity, continue.

Check OSSIMG of the UVL for any other related order activity.

2.2.7 Unbundled Voice Loop Cut Sheet (UVLCS)

Pull the related orders from SOCS. Fill out the Unbundled Voice Loop Cut Sheet (UVLCS), as outlined below. See Exhibit below

for a blank copy of the UVLCS. The information needed for the UVLCS will be gathered from all orders involved with the cutover. The information of each circuit will be filled out on the UVLCS left to right on a single line. See Exhibit below

for an example of a UVLCS filled out reusing the F1 and F2 facilities.

2.2.7.1 Unbundled Loop Order

Record the Unbundled Loop Service Order Number in the header of the UVLCS, on the line titled, "UVL Order". From the S&E section of the order record each circuit id. on the UVL Order in column one titled, "UVL Circuit ID". Following each circuit id on the Service Order will be the Provisioning USOC for the service being installed (see Unbundled loops matrix). To the right of the USOC will be the "RUF TN/CLS" FID. The disconnect telephone number/circuit id. that is being replaced by the UVL will be located here. Record the telephone number/circuit id. on UVLCS in column five titled, "Tel. No./Ckt. Id.". Record the CFA from the UVL Order for each circuit id. in column two titled, "UVL CFA". Record the F1 facility assignments for each circuit id in column three titled, "UVL F1 Facility". Record the F2 facility assignments for each circuit id in column four titled, "UVL F2 Facility".

2.2.8 Disconnect Order

Record the Disconnect Order Number on the UVLCS in the header of the UVLCS, on the line titled, "Disconnect Order". On the disconnect order locate the disconnect assignments for each disconnect telephone number/circuit id.. Record the F1 facility assignments for each telephone number/circuit id. in the column six titled, "Tel. No./Ckt. Id. F1 Facility". Record the F2 facility assignments for each telephone number circuit id. in the column seven titled, "Tel. No./Ckt. Id. F2 Facility".

2.2.8.1 RCF Order

Record the N Order Number on the UVLCS in the header of the UVLCS, on the line titled, "RCF Order". On the N Order locate the BellSouth telephone numbers from the disconnect order. These numbers will be followed by /CFN and the CLEC telephone number which the BST number will be call forwarded to. Record the CLEC number associated with the

BST number in column eight titled, "RCF to Tel. Number".

NOTE
When the conversion involves DID trunks and DID number ranges there will not be an association between the UVL circuit and the RCF numbers. The UVL is a trunk path. The RCF call will terminate in a random sequence to any LY circuit in a CLEC trunk group.

2.2.8.2 UVLCS Completed

This completes filling out the UVLCS. The information recorded on the UVLCS will help eliminate assignment errors. The UVLCS will provide a reference point for verifying that BellSouth assignments and CLEC assignments are wired correctly. The F1 and F2 facilities to be reused from the disconnect order, should be used on the C order creating the UVL.

NOTE
If this order is not using the F1 facilities and F2 facilities from the disconnect order the UNEC needs to contact the AFIG to determine if the new assignments were made in error or if the new assignments were made because of engineering limitations of the disconnected facilities.

2.2.9 Negotiate The Time for the Conversion of Service

Due to contract negotiations the CLECs have the opportunity to specify a time window for the cutover. In order to prevent miscommunications, on the Frame Continuity Date (FCD) BellSouth will contact the CLECs and negotiate the time for the conversion on the Due Date (DD).

NOTE
The negotiated time for conversion must be met. Failure to do so will result in rebating the non-recurring service order charges back to the CLEC.

2.2.10FCD Testing

Have the central office tech place a short on the frame at the CLECs collocation point. Access the test point on the UVL circuit and verify continuity toward the collocation point.

- If the continuity test fails have the C.O. technician isolate the trouble. Retest.
- If continuity is good toward the collocation point, continue.

Have the C.O. tech place a short on the UVL at the MDF (cut point). Verify continuity.

- If the continuity check is invalid have the C.O. technician isolates and clear the trouble. Retest.
- Have the C.O. tech place a short on the UVL at the MDF (cut point). Verify continuity.

Have the C.O. test the trunks in the BellSouth DID trunk group being disconnected. Refer any trunks in trouble to the BRC for repair.
The circuit should now be ready for the cutover.

2.2.11Cutover Work Steps For Central Office Conversions

Due to contract negotiations the CLECs have the opportunity to specify a time window for the cutover. The negotiated time for conversion must be met. Failure to do so will result in rebating the non-recurring service order charges back to the CLEC.

- If the cutover is in the field follow
  Worksteps for Field Conversions
- If the cutover is being performed in the C.O., continue.

Have the C.O. tech work the physical cut.. Then have the C.O. Tech place a short on the UVL at the MDF on the end user side of the cut point. Verify continuity.

- If the continuity check is invalid have the C.O. technician isolates and clear the trouble. Retest.
- If continuity is validated, continue.

The physical cut is complete and the Number Portability Orders may now be worked. Go to
Call Through Worksteps

2.2.12Cutover Worksteps For Field Conversions

On cutovers that use new facilities, the cut point may be at the F2 facility or at the Network Interface. **It is very important on Network Interface Cut points, that the existing Network Interface is reused.**
Have the FWG Tech at the cut point for Unbundled Loop, use the Acceptance Test Limits as shown below to verify continuity to the Test Point in the C. O. These tests are minimum requirements.

1. 1000 Hz Loss 10.0 dB
2. C Message Noise 20 dBrnC
3. DC Continuity 20 Milliamps Minimum at the NI on 430 Ohm Load
   - If the tests are unsuccessful have the FWG Tech and the C.O. Tech resolve the discrepancy. After the discrepancy has been resolved retest.
   - If the tests are completed successfully then the pre-service work steps have been completed have the FWG Tech work the cutover. Continue.

Have the FWG Tech work the physical cut. Then have the FWG Tech place a short on the UVL on the end user side of the cut point. Verify continuity.

- If the continuity check is invalid have the FWG Technician and the C.O. Tech isolates and clear the trouble. Retest
- If continuity is validated, continue.

The physical cut is complete and the Number Portability Orders may now be worked. Continue.

2.2.13Number Portability Call Through Work Steps

Contact the RCMAG and have the Local D order and Local N order worked in translations. If RCMAG reports that the MARCH system is down, then contact the Complex Translations Group (CTG) in the NISC to work the translations direct to the switch.
After the D and N order have been worked in translations the UNEC will place a few test calls to a few random numbers within the BellSouth ported number range.

NOTE
The purpose of these test calls is to verify that the RCF orders have been worked. Any call through problems encountered after translations have been verified and corrected, will have to be worked jointly with the CLEC. This is due to multiple DID trunks/lines being involved and their association with multiple telephone numbers.

- If the End User answers the test calls, verify the numbers dialed.
  - If any of the numbers given by the End Users don't match the numbers dialed, call the CLEC numbers.
    - If the calls to the CLEC numbers terminate to the correct End Users, then have translations verified and corrected. Then retest
    - If the calls to the CLEC numbers terminate to the same incorrect locations as the call to the BellSouth Numbers, note the problems then go to next paragraph.
  -
  - If the test calls Rings No Answer, call the CLEC telephone numbers.
    - If the calls to the CLEC numbers terminate to the correct End Users, then have translations verified and corrected. Then retest.
    - If the calls to the CLEC numbers terminate to the correct End Users, then have translations verified and corrected. Then retest.

- If the numbers given by the End Users match the numbers dialed the test calls have been completed. Continue.

Contact the CLEC and advise the CLEC of the results of the Call Through Tests. **Calls that are incorrectly routed will need to be worked out jointly. This is due to multiple DID trunks/lines being involved and their association with multiple telephone numbers.** After routing problems have been resolved go to next paragraph.
Utilize standard procedures for acceptance of service as outlined in

2.2.14Add Orders

Add Orders will be worked the same way as the Conversions Orders using new facilities with one exception. There will

not be any Related Orders. Nor will any coordination be required. The Acceptance Test Limits are shown below. These are minimum requirements.

- 1004 Hz Loss 10.0 dB
- C Message Noise 20 dBrnC
- DC Continuity 20 Milliamps Minimum at the NI on 430 Ohm Load

2.2.14.1 Due Date Changes

The UNEC will post customer advised delays and change the Due Date in SOCS on the local orders as well as the Access Order. If the local orders are not updated to reflect the new date, they will be worked by automated systems at 9:00 P. M. of existing due date. This action would put the End User in an Out of Service condition. If the CLEC cannot supply a new date the UNEC should update the order to a date of 9/9/99.

NOTE

For those orders that are delayed at 5:00 P.M. or later, the RCMAG has to be contacted to have the disconnect order and the add order placed in a delayed status in MARCH.

2.18 Unbundled Local Switching Procedures For Unbundled Ports

2.18.1General

This Document is to provide UNEC Unbundled Local Switching Methods and Procedures for Unbundled Port.
Due to the arrival of local competition, a new service offering has been created. It is called Unbundled Local Switching. Unbundled Local Switching (ULS) is a service which provides a Competitive Local Exchange Company (CLEC) with the ability to offer BST end office switching capabilities to their end users.
Switching capabilities include: telephone number(s), dial tone, signaling, vertical features, selective routing and access to other services such as 911, operator services (OS) and directory assistance (DA). However, any other switch capability that requires additional hardware and software resources will need a special assembly. Of the above listed elements the classical definitions for telephone number, dial tone, signaling, 911, operator services and directory assistance apply.
Vertical features are defined as Custom Calling Services (CCS), Touchstar services and ESSX/Multiserve.
Selective Routing is a new concept which allows a ULS customer the ability to select their operator services, directory assistance and repair services provider. This new capability is the result of legislation included in the Communications Act of 1995. In the past all lines served out of a BST end office had only one choice for operator services and directory assistance. BST will offer selective routing to ULS customers through the use of new Line Class Codes (LCC). This service will only be available to entities which have petition with the state's PSC to operate as a CLEC and as such are certified to operate in that state. Since the LCC method does have significant capacity limitations, an AIN solution is under development. In addition to the CLEC's selective routing LCC(s), may order new trunk groups that must connect to the end office where the CLEC wants to have selective routing, and will be used exclusively to carry the CLEC's traffic in accordance with their instructions. By being able to route OS and DA on a LCC basis, BST can offer a CLEC branded services.
The following services are included in this work instructions:

Service	CLCI
2 W Analog Line Port	LSNU
2 W Analog Line Port (2WP/4W Term)	LSNU
2 W Analog PBX Trunk Port	TKNU
2 W DID PBX Trunk Pt	DINU

The ULS product is segmented into two parts - Line Port (ULS-LP) with access to Switching Functionality (SF) and a Trunk Port (ULS-TP) with access to SF.
The line port is a dedicated facility that allows the CLEC to terminate an end users loop on the BST switch in order to provide the loop with the normal voice grade offerings of that switch including Basic Rate ISDN.
The Trunk Port is primarily a shared-use facility that provides the CLEC with the capability of terminating trunks into an end office switch for the purpose of sending traffic to and delivering traffic from other locations outside of that switch. Dedicated trunk ports will also be provided, i.e. DID, PBX, Tie Trunks. All dedicated trunk terminated services currently offered to BellSouth customers will be available on an unbundled basis. Primary Rate ISDN should also be included.

2.18.2Provisioning

The ULS is a Special Access Circuit. Standard Operating Procedures for provisioning of Special Services will apply, except as noted in this work instruction. Reference BSPs 660-230-317 Installation Guidelines for the Customer Advocate Centers in a Work and Force Administration-Control Environment and 660-005-012 Installation and Maintenance Responsibilities for Special Access Service .
The Service Code for Unbundled Local Switching Line Port is LS. The Service Code for Unbundled Local Switching Trunk Port is TK or DI.

2.18.3Provisioning Flow and Work Steps

LCSC issues orders

- Access N order to establish Unbundled Switching (Special Access Circuit).
- C Order to Change or Rearrange Service.
- Local D order (as appropriate) to disconnect End User's Service from BellSouth.

Order information will flow to LMOS and also to the Circuit Provisioning Group (CPG). The CPG issues WORD for Unbundled Ports to assign cross-connect facilities, (circuits can be designed with copper facilities, CFA, or T O TIE (Collocation) to the CLEC. All other design requirements are made as required. WORD will have Related Order information for Local Orders. The Service will carry a USOC of UNECN that will transfer into WFA/C on the OSSLR

Screen, and also into LMOS. This USOC will be shown on every single line/port on the service order.

2.18.4UNEC Work Orders

The Work & Force Administration Control (WFA/C) is the order activity entry system for the UNEC. The Order Activity will be tracked by Critical Dates in WFA/C. These dates are Frame Continuity Date (FCD), Plant Test Date (PTD) and Due Date (DD).

2.18.5FCD Testing

On the FCD the UNEC will:

1. Review WORD Document and verify/update IMD Edit on the OSSOI Screen. The P2 edit should be populated with CLEC Name, Address & Telephone Number. Verify the UNECN flag is populated on the OSSLR Screen.
2. Determine type of work requested to be done by viewing the service order image on the OSSIMG screen, reading the remarks on the order, review the WORD Document. Determine if this is new service, Disconnect, or Rearrange. Determine if coordination is required.
3. Check the wiring and translations steps in WFA/DI to be sure steps have been loaded to the C.O./NISC and completed.
4. If not, Handoff via WFA/C - WFA/DI to appropriate group.
5. Track and Escalate until work is complete.
6. Once wiring/translations steps have been posted complete in WFA/DI, perform all pre-testing that is applicable.
7. Coordinate any common block/Trunk Translations with NISC and request all pre-PTD/DD work be completed.
8. If Cooperative/Coordinated Testing is Needed with the C.O. or NISC, the UNEC will:
   - Perform WFA/C-WFA/DI (HDC) to Center Type XXXX
   - Work Type XX
   - CLLI of the Central Office
   - Give Narrative Explaining Request, Example: "Request Coordinated Meet" Y/N
   - The UNEC will be the Point of Contact on all coordinated testing.

NOTE
The Coordinated Meet Y/N will be utilized by the WMC to establish a Meet Time with other requested dispatch request for work groups involving this CLO. The UNEC must request each Individual Work Group/Office needed.

NOTE
It is very important that continuity has been verified from the interface facility of the CLEC to the Main Frame of the Unbundled Port (O E). TheUNEC should have the C.O. verify dial tone/trunk translations and do testing from the cross-connection to the POI (Point of Interface) with the CLEC.

Due to contract negotiations the CLECs have the opportunity to specify a time window for the cutover. In order to prevent miscommunications, on the Frame Continuity Date (FCD), BellSouth will contact the CLEC and negotiate the time for the conversion on theDue Date (DD).

NOTE
The negtiated time for conversion must be met. Failure to do so will result in rebating the non-recurring service order charges back to the CLEC. See CLEC contract matrix in work instructions for specific agreements.

2.18.6Pre-Service Work Steps For Plant Test / Due Date (PTD / DD)

The UNEC must TEST, TRACK, and ESCALATE until all pre-work has been completed.

2.18.6.1 Conversion Orders Re-using Existing O.E./Trunk Assignment & Telephone Number

No pre-service testing can be done if Telephone Number and O.E/Trunk assignmentare being reused. A call to the CLEC to determine coordination of cutover should be made. The UNEC will make sure all pre-work steps have been completed prior to the negotiated time for the cutover.
At the appointed time, the UNEC will have the C.O. Technician verify the existing service is working on the reused O.E./Trunk Assignment. The C.O. Tech will make the cutover.

After the C.O. Tech has completed the cutover, the UNEC will test for continuity with the CLEC performing all standard tests.
The UNEC will complete and document all work performed on the Unbundled Port order per existing Special Services Guidelines.

2.18.6.2 Add/Conversion Orders Using New Telephone Number & O E/TRUNK ASSIGNMENT

Unlike the conversion order that re-uses the existing telephone number & OE/Trunk Assignments, the C.O. Technician will wire the new O E/Trunk Assignment to the assigned facility going to the CLEC. If there is a related Disconnect Order, the UNEC should take precaution that the disconnect is not worked until the New Service has been established.
NISC will do translations for the local switching for the telephone number or Trunk. The UNEC will make pre-service tests verifying wiring and check for dial tone, trunk translations, etc.

NOTE
Orders with multiple items requesting Hunting, must have the Hunting pre-tested prior to the conversion.

At the appointed time, the UNEC will contact the CLEC and make the appropriate tests. The CLEC will either accept the service or state the reason for not accepting.
If the CLEC does not accept the service, any problems residing will be resolved. If the CLEC is not ready for the service on the Due Date, then the Due Date will be changed per 2.16 below.
Once the CLEC accepts the service, the UNEC will Document and Complete the Unbundled Port order per existing Special Services Guidelines.

2.18.7Due Date Changes

The UNEC will post customer advised delays in WFA/C by placing a jeopardy on the OSSOI Screen on the Due Date and putting remarks in the Log on the OSSLOG. The posted jeopardy will send a flag to the WMC to put the service order in "MA" status, which then sends a flag to the LCSC to change the date on the service order(s). The jeopardy should be placed on each individual item on the CLO.

2.18.8Maintenance

The ULS is a Special Access Circuit. Standard Operating Procedures for Maintenance of Special Services will apply. Reference BSPs 660-225-102 Control Office Administration of Special Services Trouble Reportsand 660-005-012 Installation and Maintenance Responsibilities for Special Access Service.
The Service Code for Unbundled Local Switching Line Port is "LS". The Service Code for Unbundled Local Switching Trunk Port is "TK" or "DI".
When a CLEC reports a trouble to the UNEC, the UNEC will input the trouble into WFA/C on the OSSTRE Screen. The Unbundled Service Flag (UNECN) should prompt the Testing Tech that this is Unbundled Service. The UNEC must be sure he/she is speaking with the CLEC (not the end user). If it is not the CLEC, the UNEC must advise the end user to contact their provider. If the end user does not know who their provider is, the UNEC must locate the information from the OSSLR screen in WFA/C or the information can be found in LMOS on the DLEX screen.
If the UNEC is talking with the CLEC

1. The UNEC will create a Ticket in WFA/C on the OSSTRE Screen.
2. If the circuit has remote test capabilities, it can be tested via ITS, SARTS, RMSD, WILTRON, MLT, etc.
3. The UNEC will interpret test results to determine trouble source.
4. If there is no remote test access, the UNEC will determine trouble source based upon trouble reported and will then do a Handoff as appropriate.
5. If trouble is Software/Translations, such as a Feature trouble (touchtone, remote call forwarding, etc.) the UNEC can verify customer billing records in CRIS, and if the customer is paying for the feature, Log into MARCH via PREDICTOR and input feature/enhancement.
6. If the customer is not paying for the feature, call and advise that the feature is not being billed. Ask the customer if they wish to pay for the feature and have it added.
7. If the customer wishes to pay for the feature and have it add to their bill, On line transfer the customer to the Business Office and close the trouble ticket.
8. If the customer does not wish to pay for the feature, close the trouble ticket.
9. If the trouble cannot be resolved, but has been isolated to the Central Office or the NISC, a handoff will be done to the appropriate department.
10. Once the trouble has been resolved, the UNEC will contact the CLEC and advise the trouble has been cleared.
11. The UNEC will Document and Close the trouble ticket per existing Special Services Guidelines.

Turn Up — Non-Designed Outside-Cut-Only Conversion, UNE

Interconnection Services, UNE

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Contact: James Ennis, Manager

205/714–0112

Introduction - Introduction

PURPOSE

This document presents the purpose, scope, responsibilities and actions associated with the turn-up of UNE Center Non-Designed Outside-Cut-Only Conversion Orders.

VERSION INFO

Revision History

Chapter	Action Request #	Date/Issue	Description
Order Turn-Up	1478 & 1479 & 1483	August 24, 1999 / 1c	Change step action table
Order Turn-Up	n/a	July 15, 1999 / 1b	Reformat table, update links
Order Turn-Up	n/a	June 13, 1999 / 1a	Renumbered table
All	n/a	June 13, 1999 / 1	New document

1.0Order Turn-Up

1.1 Purpose/Scope

This document presents the steps and associated actions required to successfully turn-up UNE Center Non-Designed Outside-Cut-Only Conversion Orders.

1.2 Responsibilities

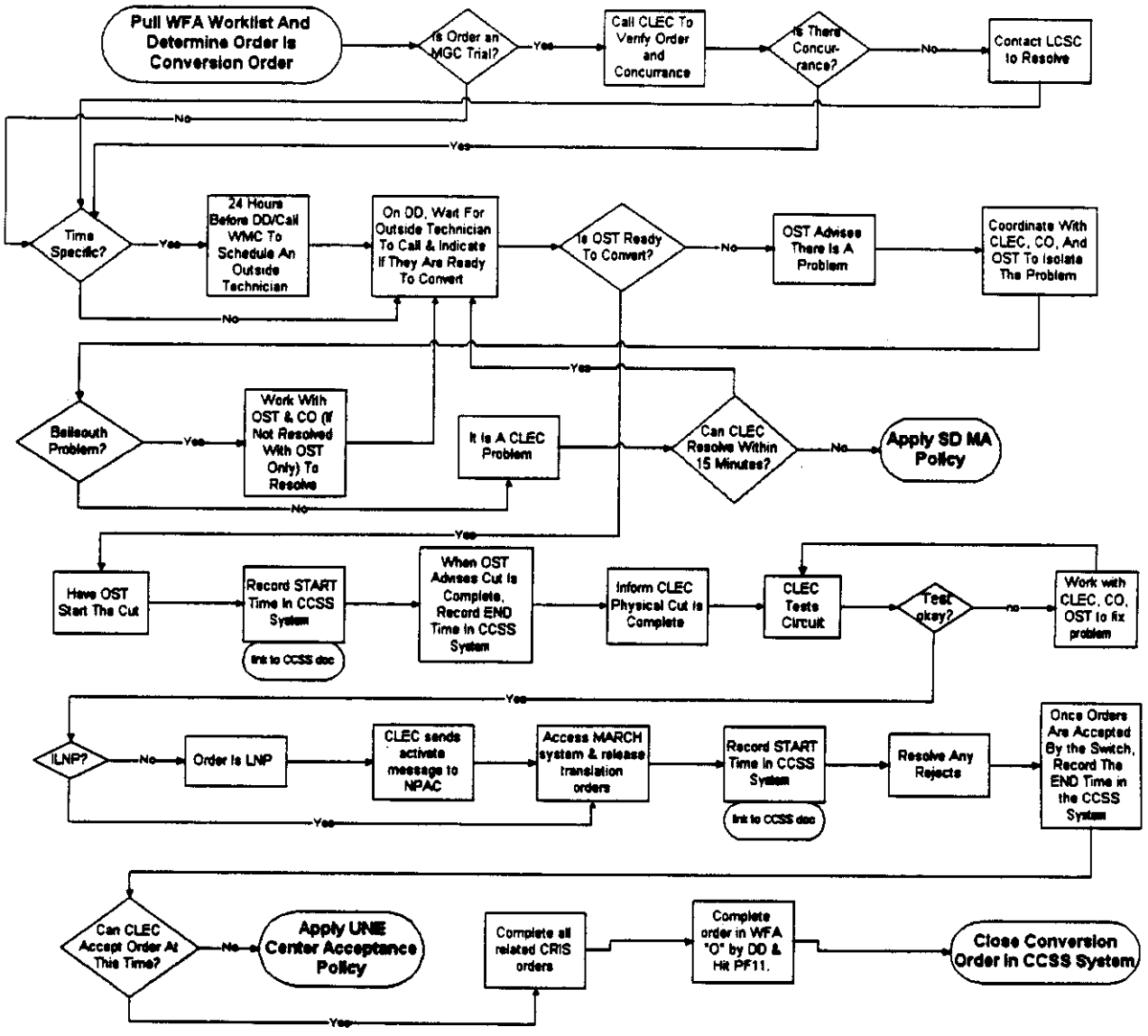
This document describes the responsibilities of the Electronic Technician (ET) and/or Maintenance Administrator (MA) in turning up UNE Center Non-Designed Outside-Cut-Only Conversion Orders.

1.3 Requirements

1.3.1 Steps for Turning Up UNE Center Non-Designed Outside-Cut-Only Conversion Orders

Figure 2.1 - Non-Design Outside Cut Only Conversion

UNE Turn-Up Non-Designed Outside cut only Conversion Order



The ET/MA will complete the following actions:

Step	Action	If/Then
1	Pull WFA worklist : is order conversion?	If yes, proceed to next step If no, refer to WI for order type
2	Is order an MGC trial?	If yes, proceed to next step If no, skip to Step 4
3	Call CLEC to verify order and concurrence. Is there concurrence?	If yes, proceed to next step If no, contact LCSC to resolve; when

		resolved, proceed to next step
4	24 hours before due date, call WMC to schedule an outside technician.	
5	On Due Date, wait for outside technician to call and indicate if they are ready to convert. Is outside technician ready to convert?	If yes, skip to Step8 If no, outside tech will advise that there is a problem. Proceed to next step.
6	Coordinate with CLEC, CO and outside technician to isolate the problem. Is it a BellSouth problem?	If yes, work with the outside technician and CO (if not resolved with outside technician only) to resolve and return to Step 5. If no, it is a CLEC problem; proceed to next step.
7	Can the CLEC resolve the problem within 15 minutes?	If yes, return to Step 5. If no, apply **SD/MA** policy.
8	Have outside technician start the cut.	
9	Record the START time in the **CCSSsystem.**	
10	When the outside tech advises the cut is complete, record the END time in the **CCSSsystem.**	
11	Inform CLEC the physical cut is complete.	
12	CLEC tests circuit. Does the circuit test okay?	If yes, skip to step 13 If no, proceed to next step
13	Coordinate with the CLEC, CO and outside technician to resolve. Resolved?	If yes, return to step 11. If no, proceed to next step.
14	Is the order ILNP or LNP?	If ILNP, skip to step 16. If LNP, proceed to next step.
15	Wait for CLEC to send activate message to NPAC. CLEC sends activate message.	Proceed to next step.
16	Access **MARCH** and release translation orders.	
17	Record the START time in the **CCSSsystem.**	
18	Resolve any rejects.	
19	Once the orders are accepted by the switch, record the END time in the **CCSSsystem.**	
20	Can the CLEC accept the order at this time?	If yes, proceed to next step. If no, apply the **UNE center acceptance policy.**
21	Complete all related CRIS orders.	
22	Complete order in WFA: • place an "O" by Due Date, and •depress PF11	
23	Close the conversion order in the **CCSSsystem.**	

This completes the turn up of UNE Center Non-Designed Outside-Cut-Only Conversion Orders.

Turn Up — Non-Designed Inside-Cut-Only Conversion, UNE

Interconnection Services, UNE

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Introduction - Introduction

PURPOSE

This document presents the purpose, scope, responsibilities and actions associated with the turn-up of UNE Center Non-Designed Inside-Cut-Only Conversion Orders.

VERSION INFO

Revision History

Chapter	Action Request #	Date/Issue	Description
All	1478 & 1479 & 1498	August 24, 1999 / 1b	change steps 23 and 24 of step action table
Order Turn-Up	n/a	July 15, 1999 / 1a	Reformat table, update links
All	n/a	June 1, 1999 / 1	New document

1.0Order Turn-Up

1.1 Purpose/Scope

This document presents the steps and associated actions required to successfully turn-up UNE Center Non-Designed Inside-Cut-Only Conversion Orders.

1.2 Responsibilities

This document describes the responsibilities of the Electronic Technician (ET) and/or Maintenance Administrator (MA) in turning up UNE Center Non-Designed Inside-Cut-Only Conversion Orders.

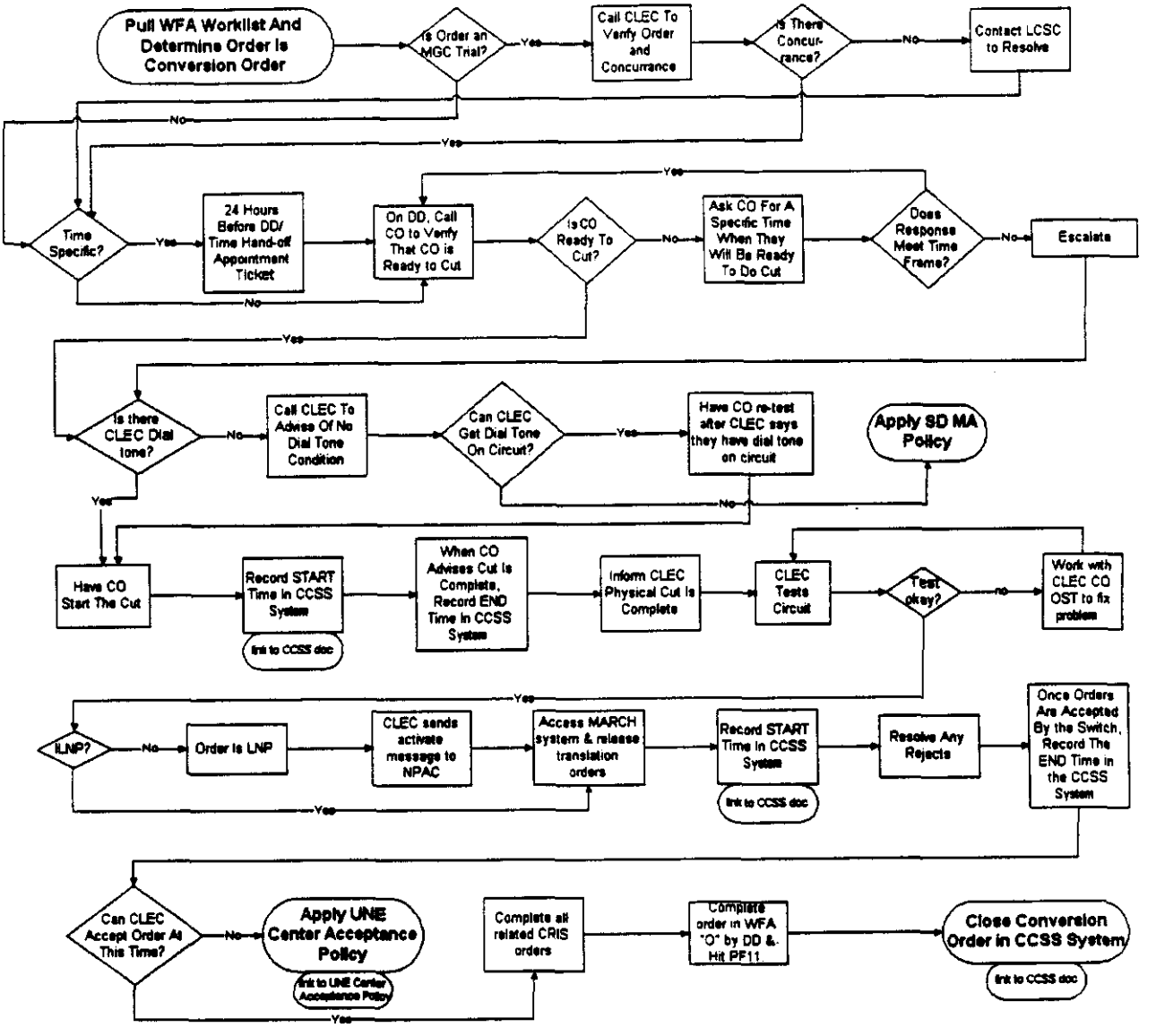
1.3 Requirements

1.3.1 Steps for Turning Up UNE Center Non-Designed Inside-Cut-Only Conversion Orders

Figure 2.1 - Turn Up — Non-Designed Inside-Cut-Only Conversion

Richard K Wright
08/28/98 Version 3

UNE Turn-Up Non-Designed Inside cut only Conversion Order



The ET/MA will complete the following actions:

Step	Action	If / Then
1	Pull WFA worklist and determine that order is a conversion order. Is order an MGC trial?	If yes, proceed to next step. If no, skip to Step 3.
2	Call CLEC to verify order and concurrance. Is there concurrence?	If yes, proceed to next step. If no, contact LCSC to resolve.
3	Is the order time-specific?	If yes, proceed to next step.

		If no, skip to Step 5.
4	24 hours before due time, handoff an appointment ticket.	
5	On Due Date, call CO to verify that CO is ready to cut. Is CO ready to cut?	If yes, skip to Step 7 If no, proceed to next step.
6	Ask CO for a specific time when they will be ready to do the cut. Does response meet time frame?	If yes, return to step 5. If no, escalate, according to **escalation procedure**
7	Is there CLEC dial tone?	If yes, skip to Step 9. If no, call CLEC to advise them of no-dial-tone condition and proceed to next step.
8	Can the CLEC get dial tone on the circuit?	If yes, have the CO retest the circuit and then proceed to next step. If no, apply **SD/MA** policy.
9	Have CO start the cut.	
10	Record the START time in the **CCSSsystem.**	
11	When CO advises cut is complete, record the END time in the **CCSS** system.	
12	Inform the CLEC the physical cut is complete.	
13	CLEC tests circuit. Does the circuit test okay?	If yes, skip to Step 15 If no, proceed to next step.
14	Coordinate with the CLEC, CO and outside technician to fix the problem.	Return to Step 13.
15	*Is the order ILNP or LNP?*	If ILNP, skip to Step 17 If LNP, proceed to next step
16	If LNP, wait for CLEC to send activate message to NPAC. Activate message sent?	Proceed to Step 17.
17	Access **MARCH** and release translation orders.	
18	Record the START time in the **CCSSsystem.**	
19	Resolve any rejects.	
20	Once the orders are accepted by the switch, record the END time in the **CCSS** system.	
21	Can the CLEC accept the order at this time?	*If yes, proceed to next step.* If no, apply the **UNE center acceptance policy.**
22	Complete all related CRIS orders.	
23	Complete order in WFA: • place an "O" by Due Date, and •depress PF11.	
24	Close the conversion order in the **CCSSsystem.**	

This completes the turn up of UNE Center Non-Designed Inside-Cut-Only Conversion Orders.

Turn-Up Non-Designed Combined Inside and Outside Conversion Orders— UNE Center

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Introduction - Introduction

PURPOSE

This document presents the purpose, scope, responsibilities and actions associated with the turn-up of UNE Center Non-Designed Combined Inside and Outside Conversion Orders. Combined Inside and Outside orders are those orders that require a conversion inside and outside. These orders can be multi circuit or RPON orders.

VERSION INFO

Revision History

Chapter	Action Request #	Date/Issue	Description
Order Turn-Up	1478 & 1479 & 1498	August 24, 1999 / 1b	Change steps 21 & 22 of the step action table
Order Turn-Up	n/a	July 15, 1999 / 1a	Reformat table, update links
All	n/a	June 8, 1999 / 1	New document

1.0Order Turn-Up

1.1 Purpose/Scope

The purpose of this document is to present the steps and associated actions required to successfully turn-up UNE Center Non-Designed Combined Inside and Outside Conversion Orders.

1.2 Responsibilities

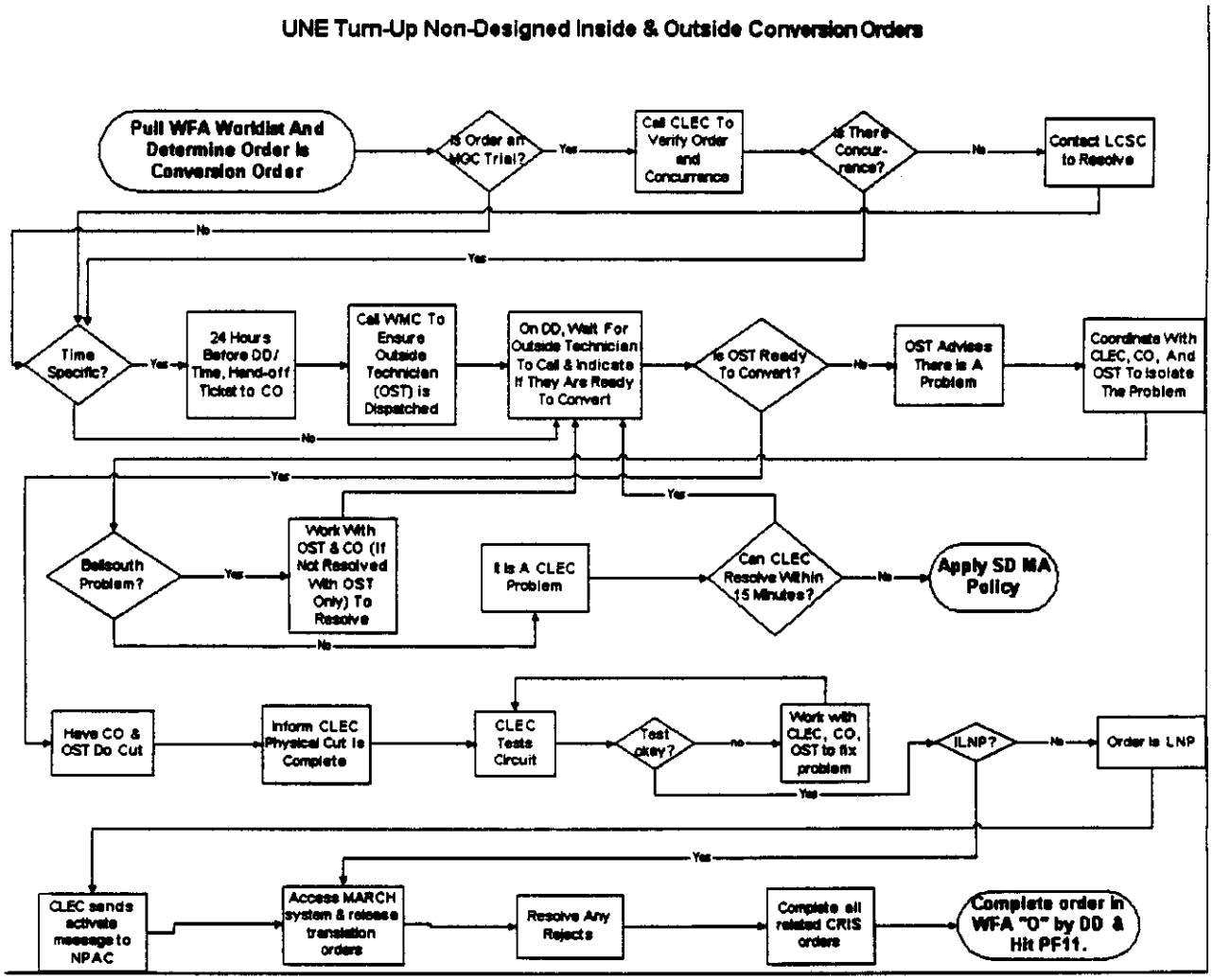
This document describes the responsibilities of the Electronic Technician (ET) or Maintenance Administrator (MA) in turning up UNE Center Non-Designed Combined Inside and Outside Conversion Orders.

1.3 Requirements

1.3.1 Steps for Turning Up UNE Center Non-Designed Combined Inside and Outside Conversion Orders

The following flowchart illustrates the steps the ET/MA will follow to complete the Turn Up of Non-Designed Combined Inside and Outside Conversion Orders

Figure 2.1 - Non-Designed Combines



The ET/MA will complete the following actions:

Step	Action	If/Then...
1	Pull WFA worklist and determine that order is a conversion order	If yes (order is conversion), proceed to next step If no (order is not conversion), refer to Work Instruction for order type
2	Is order MGC trial?	If yes, call CLEC to verify order and concurrence, proceed to next step If no, skip to step 4
3	Is there concurrence?	If yes, proceed to next step If no, contact **LCSC** get concurrence updated. Once there is concurrence proceed to next step.
4	Time specific?	If yes, proceed to next step If no, skip to step 7
5	24 hours before due date/time, hand-off appointment ticket to CO	
6	Call **WMC** to ensure Outside Technician (OST) is dispatched	
7	On due date, wait for OST to call and indicate if they are ready to convert	
8	OST ready to convert?	If yes, call CO to verify they are ready to convert, skip to step 12 If no, OST will advise UNE of problem, proceed to next step
9	UNE works with OST , CLEC and CO to isolate problem	
10	Is problem Bellsouth?	If yes, UNE works with OST & CO to resolve (if OST alone is unable to resolve), return to step 8 If no, problem is CLEC, proceed to next step
11x	Can CLEC resolve problem in 15 minutes?	If yes, return to step 8 If no, apply **SD/MA Policy** **END OF PROCESS**
12	CO ready to convert?	If yes, proceed to next step If no, escalate and repeat step 12
13	Have CO and OST do cut	
14	Call CLEC to advise that cut is complete	
15	CLEC tests	
16	Test okay?	If yes, proceed to next step If no, work with CLEC, OST, and CO to fix problem, then return to step 15
17	Is order LNP?	If yes, proceed to next step If no, order is ILNP, skip to step 19
18	CLEC sends activate message to NPAC.	
19	Access **MARCH** system and release translation orders, resolve any rejects, proceed to next step	

20	Complete all related CRIS orders	
21	Complete order in WFA by placing an "O" by Due Date and hit PF11.	**END OF PROCESS**

This completes the turn up of UNE Center Non-Designed Combined Inside and Outside Conversion Orders.

Turn-Up Non-Designed New Lines and Stand Alone Disconnect Orders, UNE Provisioning

Interconnection Services — UNE

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Introduction - Introduction

PURPOSE

This document presents the purpose, scope, responsibilities and actions associated with the turn-up of UNE Center Non-Designed "New Lines" and "Stand Alone" Disconnect Orders. "New Lines" are those orders that install brand new services without an associated conversion disconnect order. "Stand Alone" Disconnect orders are those orders that do not have an associated "add" order.

VERSION INFO

Revision History

Chapter	Action Request #	Date/Issue	Description
Order Turn-Up	1478 & 1479 & 1498	August 24, 1999 / 1b	Change steps 12 & 13 of the step a table
Order Turn-Up	n/a	July 15, 1999 /1a	Reformat table, update links
All	n/a	June 1, 1999 / 1	New document

1.0Order Turn-Up

1.1 Purpose/Scope

The purpose of this document is to present the steps and associated actions required to successfully turn-up UNE Center Non-Designed "New Lines" and "Stand Alone" Disconnect Orders.

1.2 Responsibilities

This document describes the responsibilities of the Electronic Technician (ET) and/or Maintenance Administrator (MA) in turning up UNE Center Non-Designed "New Lines" and "Stand Alone" Disconnect Orders.

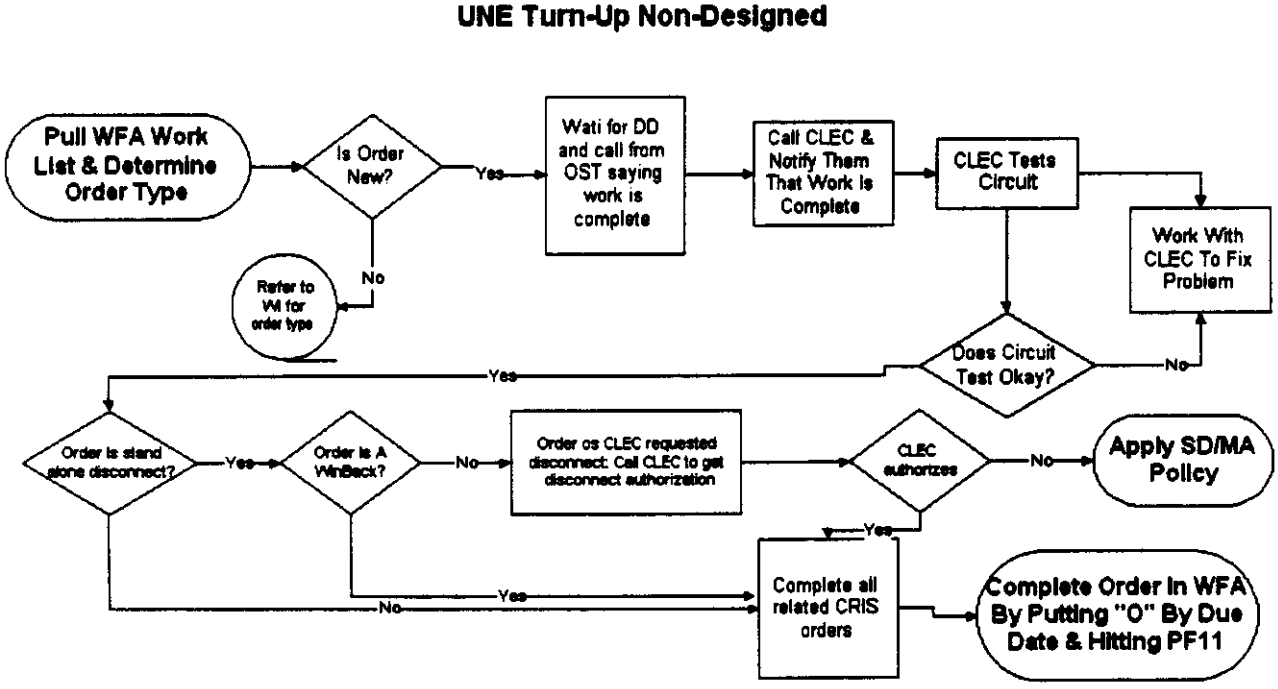
1.3 Requirements

1.3.1 Steps for Turning Up UNE Center Non-Designed Orders

The following flowchart illustrates the actions to be completed by the ET/MA:

Figure 2.1 - Turn Up — Non-Designed

Richard K Wright
08/26/99, version 6



The following table documents the actions to be completed by the ET/MA:

Step	Action	If/Then...
1	Pull WFA worklist and determine order type	
2	Is order new?	If yes, proceed to next step If no, skip to step 8
3	On Due Date, wait for call from outside technician verifying that	

	work is complete	
4	Call CLEC to notify them that work is complete	
5	CLEC tests circuit	
6	Does circuit test okay and CLEC accept circuit?	If yes, skip to step 12 If no, proceed to next step
7	Work with CLEC to fix problem	When problem fixed skip to step 12
8	Is order stand -alone disconnect?	If yes, proceed to next step If no, see other work instructions for correct order type. **END OF PROCESS**
9	Is the order a CLEC requested disconnect?	If yes, proceed to next step If no, order is winback, skip to step 12
10	Call CLEC to get disconnect authorization	
11	CLEC gives permission?	If yes, proceed to step 12 If no, apply **SD/MA Policy** **END OF PROCESS**
12	Complete all related CRIS orders	
13	Complete order in WFA by putting "O" by Due Date and hitting PF11	**END OF PROCESS**

This completes the turn up of UNE Center Non-Designed "New Lines" and "Stand Alone" Disconnect Orders.

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Basic Installation and Maintenance - Part 1

Module 4 - Basic Installation

ND300A

Instructor Guide
Issue 2 - March 1999

performance improvement

Basic Installation and Maintenance - Part 1

ND300A

Instructor Guide

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Module 4a - Installation

How to Use the Instructor Guide

Instructor Notes within the text

Within the Instructor Guide, all Instructor Notes will appear in shaded boxes. Students should use the extra white space in the Student Workbook to take notes.

How ND300 will be taught

Explain to the trainees how the module will be taught and what's expected from them:

⇒ proper hardware attachment.

- Students will view videos that will demonstrate how to start and complete a task using the prescribed safety procedures.
- The instructor will demonstrate how to start and complete a task using the prescribed safety procedures.
- The students will be critiqued from start to completion on all tasks.
- Students will not be timed on how long it will take to complete a task; however, they will be expected to complete the task within a reasonable time.
- All tasks will be demonstrated and an explanation will be given during the demo stating why the particular step is be done and the end results.
- The sections of the Service Order that are important to the student, a ST, will be covered.

After completing Module 04

Trainees will return to their work locations and be assigned a coach or mentor. During this time, trainees will use and fine tune the skills learned during Weeks 1-3.

Jot down notes for yourself

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Introduction

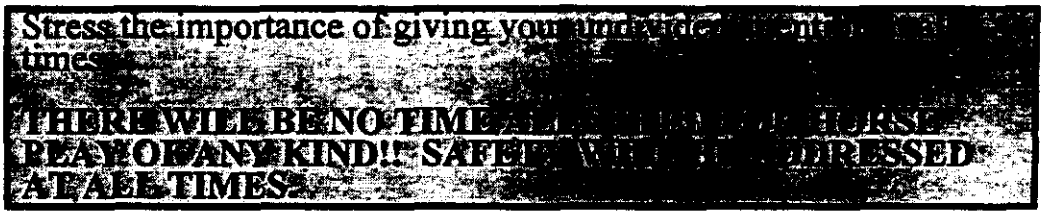
Overview

Welcome to Module 04.

This module will demand your undivided attention because of the tasks you will have to start and finish. Before we get started, let's take a moment and reflect on an important subject–SAFETY.

Safety is important - Remember, what is safe for one person under certain circumstances may not be safe for you under different circumstances. We strongly urge you to use safe work habits when working on any job. Familiarize yourself with the tools and techniques necessary to complete the job safely. So don't try anything unless you are certain that it is safe for you. **PLEASE BE CAREFUL.**

It is important to have a **positive attitude** and know that every individual is important in making the workplace safe.



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Objectives for Module 04

The objectives for this module must be covered and explained using examples if necessary to clear up any misunderstandings.

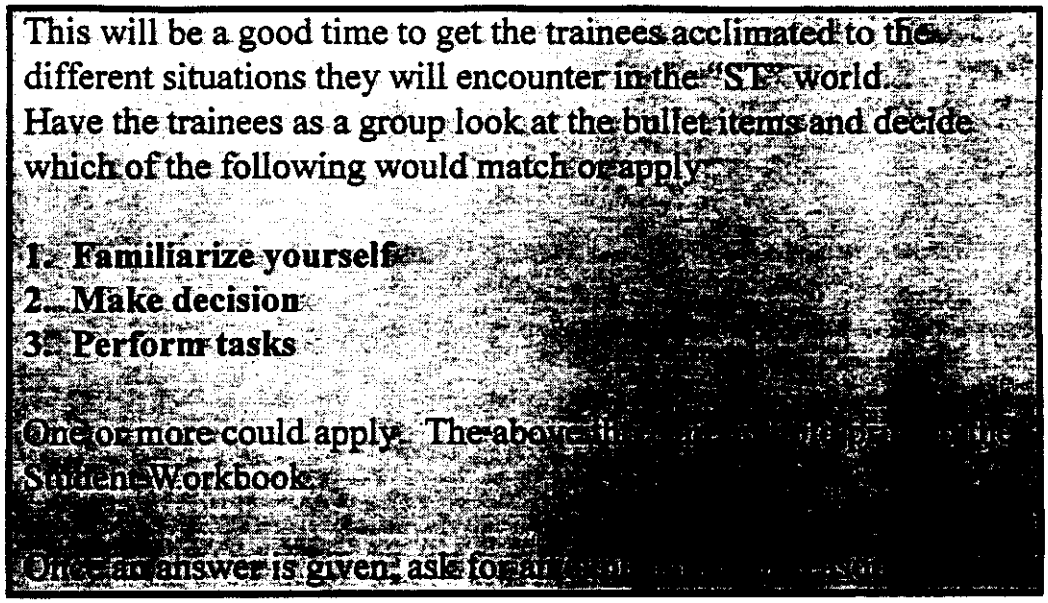
Module 04 Objectives

Upon completion of this module, you will be able to:

- plan your daily work load
- identify the various pre-wire configurations (looped & home run)
- identify non-standard wiring (wires placed by contractors / homeowners)
- prepare and terminate aerial service wire (ASW), buried service wire (BSW), inside wire (IW), and ground wire (GDW) at the outside network interface (ONI)
- bond and ground telephone hardware in aerial and buried plant containing metallic shield or other metallic members
- prepare and terminate inside wire (IW) at various jacks, ONI, and entrance bridge interface (EBI)
- place correct hardware to attach ASW (maintaining proper clearance) and BSW (buried at the proper depth) at the customers' premises
- correctly place a cross-connect jumper, prepare, and terminate ASW and BSW in the terminals listed below:
  - ⇒ feeder distribution interface (FDI); referred to as "cross connect box"
  - ⇒ aerial service terminal
    - NH25
    - NC25
    - D2
  - ⇒ buried service terminal
    - BellSouth Environmental Terminal (BSET)
    - BellSouth Environmental Closure (BSEC)
    - Magnum Cable Terminal
    - MAG 6/12 --- MAG 6/25

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Purpose of Module 04



Purpose

The purpose of this module is to provide employees with the basic steps and procedures that must be accomplished in order to interpret, work, and complete a Service Order. In this module you will have to **familiarize yourself** with information contained on a Service Order, **make decisions,** and **perform tasks** that will be associated with the decision you make. The decisions and tasks that you will have to make are listed below, along with the sections of the Service Order that you will have to be able to interpret:

- Job planning
- Cost of equipment and supply items with which STs work
- Pre-wire principles with various configuration
  - ⇒ looped method
  - ⇒ home run method
- Wire preparation for aerial service wire (ASW), buried service wire (BSW), inside wire (IW), various jacks (RJ), and ground wire (GDW) for ***termination*** on the following:
  - ⇒ outside network interface (ONI) for ASW, BSW, ISW, and GDW
- Service Order Introduction
- Important information contained in the Service Order Remarks Section

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Module 04 Objectives cont.

- locate the cable pair color code using the chart
- locate the assigned cable pair using a tone and handset
- place jumper wire at the feeder distribution interface (FDI) on the F1 and F2 binding post (BP) shown in the assignment (ASGM) section on the Service Order
- locate and tag a defective cable pair that will be placed in plant facility (PF) status
- install IW using stapling or drive ring run
- terminate a section of 12 pair wire on a "66 Block" and run a jumper to a RJ21X, and
- interpret and understand information on a Service Order that's needed to complete a Service Order.

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Cover the Tech Tips

Tech Tips

TECH TIP

Safety note: Never install telephone wiring during a lighting storm.

- inside wire-various jacks
- plenum vs. non-plenum wire

PLENUM: An air duct (suspended ceilings) inside buildings through which cables can be pulled or housed without the use of conduit.

PLENUM CABLES: Cables approved by Underwriters Laboratories for non-conduit applications located in environmental air spaces having adequate fire-resistant and low smoke-producing characteristics.

NON-PLENUM CABLES: These cables must be pulled through conduit and are not fire-resistant.

- identification of non-standard wiring

Code numbers other than 1013 or 1015 labeled on wire not recommended.

TECH TIP

Safety note: Never install telephone jacks in wet locations unless the jack is specifically designed for wet locations.

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Job Planning

This is one of the most important steps. How well you plan means all the difference in how productive you are. You can use your experience from similar jobs you have finished in the past to help you plan. Regardless of how things were done before, you can change the way you do things, improve your planning, and increase your productivity.

Job Planning

Planning is written about and talked about more than it's done. Do your planning on paper to capture all of your ideas and to be sure none of them get lost. Most of us can only work mentally with about seven pieces of information without losing something. How well we plan means all the difference in how productive we are.

Your planning begins with having everything you need to accomplish the task at hand. You need the proper tools, vehicle, training, safety equipment, material, and job information. Job information will be on the Service Order. These things are basic and therefore are essential. After receiving a Service Order, you should begin formulating the job plan in the following order:

- Has all necessary job information been obtained?
- Are you sure you can get access if you need it?
- Do you know the area where the job is located?
- What type of plant is in that area?
- Do you have knowledge of facility routes and availability?
- What is the quickest and most direct route?

[illegible] to recall situations that required [illegible] planning to work a job. The disc[illegible] related jobs if possible. A[illegible] responses should be sufficient.

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Pre-survey of the task

Upon arrival to ensure safety requirements are met for yourself and your vehicle, a pre-survey of the task is necessary. This will include:

- a discussion with the customer to determine his/her needs and requirements. (This is an absolute necessity.)
- keeping the customer informed. (This is a simple courtesy and a good business practice.)
- a layout of the building or job-site.
- materials and tools needed to complete the job with each facet handled in accordance with BellSouth practices and instructions.

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Pre-Wiring Information

Pre-wire Configurations

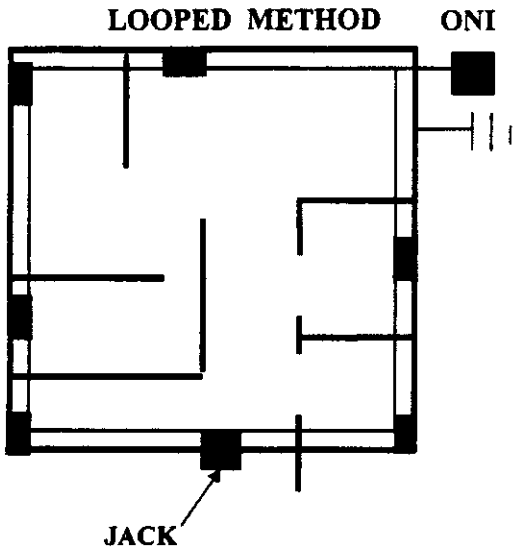
To meet the needs of all family members, today's home may require outlets in the kitchen, all bedrooms, family rooms, the study, and a home office at a minimum. Two outlets are no longer adequate. The need for additional voice lines combined with the need for connecting non-voice devices has prompted the need for change in our traditional inside wiring methods. Today, capacity and quality transmission are a necessity. Listed below are two preferred inside wiring guidelines:

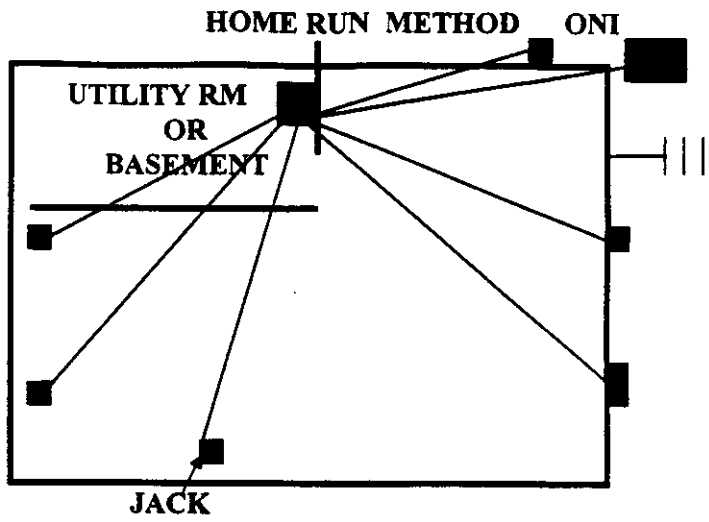
- looped method: This preferred method utilizes 4- or 6-pair wiring which will accommodate additional lines and other equipment such as a fax machine, computer modem, and high-speed digital data. The wire should originate near the power source outside the home (where the outside network interface will be placed). The wire should enter the structure from this point and loop from jack to jack throughout the home, then return to the point of entry.

- home run method: This preferred method utilizes 4- or 6-pair Category 3 or greater wire, in which each room in the house has a wire run to a central location in the basement, a utility closet, or room terminated on a 66M125 block. From this central location a 4- or 6-pair wire should be run outside near the power source (where the outside network interface will be placed). Be sure and label each wire for kitchen, master bedroom, study, etc. Terminate white/blue for line 1, white/orange for line 2, white/green for line3, and white/brown for line 4. This method should reduce problems associated with cross-talk and networking throughout the house.



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Pre-wiring walls at the customer's request

There will be times you will have to pre-wire and fish walls at the customer's request. **USCO (Universal Service Code Order)** ***ALCFH*** on the Service Order in the S&E section is the code for that task. During the installation process, be careful not to kink, stretch, mash, or do anything else that would alter the characteristics of the wire. It is possible to damage the wire so that it will not support the higher transmission speeds.

- Use 4-pair or 6-pair AWG solid copper, Category 3 or greater.
- Use Category 5 minimum for high-speed data transmission.
- twisted pair construction
- Use UL Listed with code numbers 1013 or 1015 labeled on the wire. UL Listed indicates an item has been tested and approved to the safety standards established by the Underwriters Laboratories.

The most trouble free circuit contains no splices. A distance of at least 2 inches or greater between the telephone and electrical wiring is necessary to avoid possible power influence on the telephone line. Ensure that the wire is not pinched under a staple where it is attached to the studs.

Non-Standard Wiring

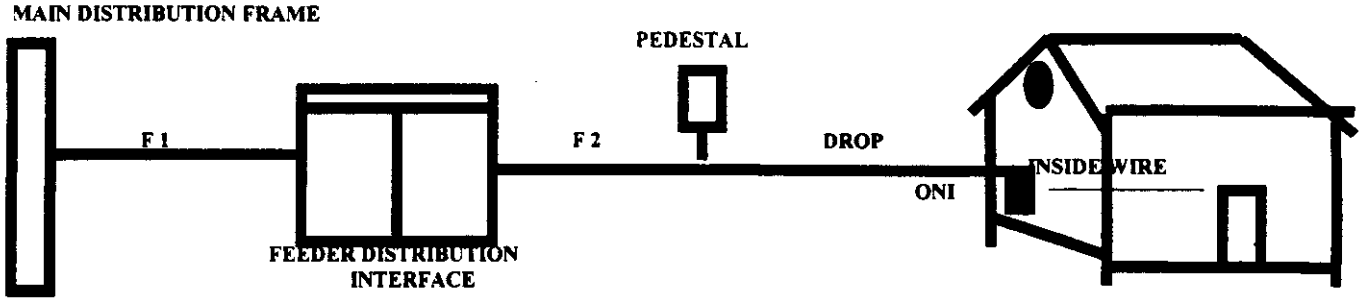
UL Listing other than code numbers 1013 or 1015 are not recommended. Any other code numbers may cause cross-talk where multiple lines are in use.

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Local Loops and Feeder Pairs

Local Loops

A typical loop is broken into four sections: feeder, distribution, drop and inside wire.

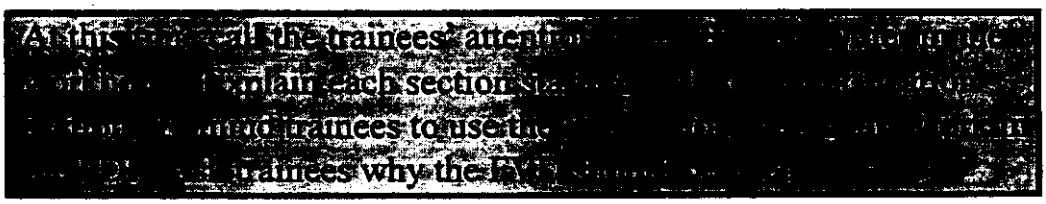


Feeder Pairs

Often called F1 pairs, feeder pairs consist of the bundle of cable between the main distribution frame in the local serving office and the feeder distribution interface (cross-box). These bundles often encase up to 500 pairs and commonly feed entire neighborhoods or small business developments.

Feeder Distribution Interface

FDI primary function is two-fold: (1) provide a junction point between the feeder and distribution cable and (2) provide easy access for loop installation. This is the place where you access dial tone to send to the customer's premises.



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Service Orders

This coverage is one of the most important parts in this module. It's very important that the trainee understand the sections of the Service Order that's shown on the opposite page. Leave no questions unanswered. DISTRIBUTE SERVICE ORDER HANDOUT TO TRAINEES.

Service Order

Service Orders are issued for new service (N-order), a change in existing service (C-order), disconnection of existing service (D-order), or transferring a customer's telephone service from one location to another (T&F-order). There are ten sections on a Service Order. N and T orders are similar. D and F orders are similar.

Four of the ten sections are used by the Service Technician to get dial tone to the customer's premises. Detailed information is provided on the four sections that are used by the Service Technician to get dial tone to the customer's premises.

A New Order is issued when a
telephone service. This may
location or adding another line
Cover C, D, F & T orders.

A New Order is probably the
every available option we offer
first contact the customer has

NOTE: Not all ten sections are required on every Service Order.

NOTE: With one exception, the Identification section, each section can be identified by a heading. Three hyphens (- - -) always precede the heading abbreviation. **(EX. - - -LIST, - - -S&E, - - -RMKS, - - -ASGM)**

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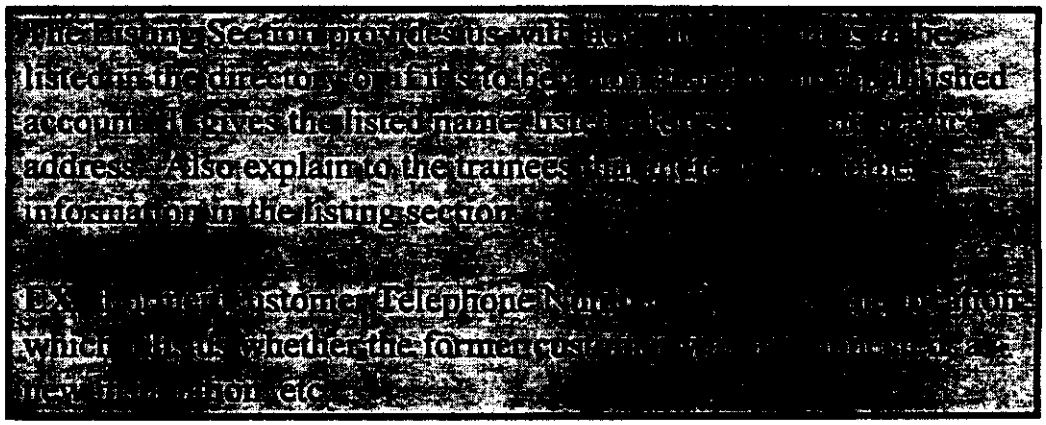
Parts of a Service Order

Every Service Order contains identification information, most of which is fielded at the top of the order. Information such as the Area Code, Listed Telephone Number, Service Order Number, Class of Service, and Due Date can be found here.

IDENTIFICATION SECTION

TPD 001 NBPR7Y 001 561969
555 444-5555 851 - - GAC 10-28-98 1327 11-03
AREA CODE TELEPHONE #
NRBPR7YOA 1FR FJQCRJX 11-04-98 W
SERVICE ORDER # CLASS OF SVC. DUE DATE
ZRTI R, R 900 555-5593 , LMB, 904695
ZOSD 001 11-11-98

ICENTROO
IPCL MCH F 05-26-98



LISTING SECTION

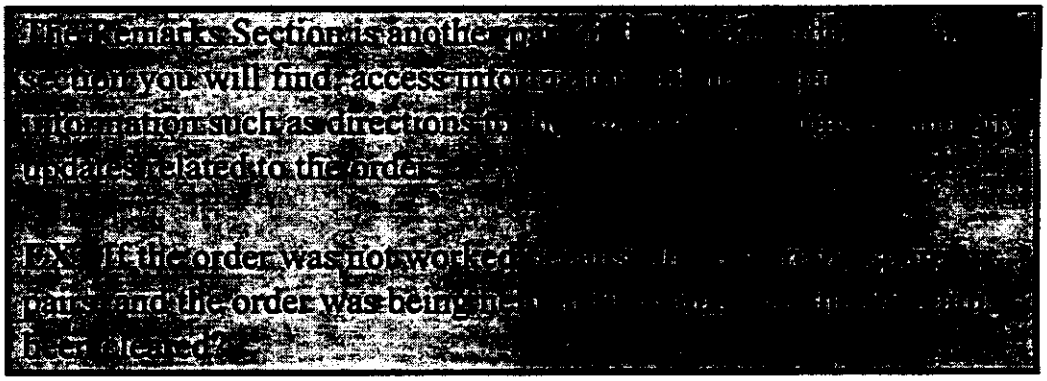
- - -LIST
ILN FILMORE , JELLY
LISTED NAME
ILA 357 BARREL WIN CIR.
LISTED ADDRESS (how address appears in the directory)
ISA 357 BARREL WIN CIR.
SERVICE ADDRESS (where telephone is physically located)

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Explain this section. The Service and Equipment section tells the technician what's being installed; identifies any maintenance plan (if any) the customer is paying for, and again identifies the class of service.

SERVICE AND EQUIPMENT

- - - S&E
I 1 1FR /TN 555-444-5555 / PIC 0288
RESIDENCE LINE FLAT RATE
I 1 SEQIX
MAINTENANCE
I 1 9LM
ACCESS LINE CHARGE
I 1 RJ11C
MODULAR BASE BOARD JACK



REMARKS SECTION

--- RMKS
ACC CALL BEFORE GOING 164-555-5555 ASK FOR IREEN . NEW SVC FOR CUST.
ACCESS INFORMATION

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The Assignment Section contains all of the information the technician will need to get dial tone to the customer's premises such as central office information, all associated terminal locations, and cable and pair information. Stress the importance of being able to understand all of the information in this section.

ASSIGNMENT SECTION

--- ASGM
G1 TN 555-444-5555
FA 357 BARREL WIN CIR. ANYWHERE, USA
FACILITY ADDRESS (LOCATION OF LISTED ADDRESS WHERE SERVICE IS TO BE INSTALLED)
IOE 51039-01901-43/EXK 555 444/TN 555 444-5555/LPS/DF F99-01
IN ORIGINATING EQUIPMENT (INFORMATION ABOUT THE CENTRAL OFFICE)
G2 WC 555 444
WIRE CENTER (SERVICE ORDER WILL BE WORKED FROM THIS LOCATION/CENTRAL OFFICE)
IF1 / CA 45/ PR 162 BP 62/ TEA 562 TRI LOOP LN; PXJ
IN FACILITY ONE / CABLE 45 / PAIR 162 BINDING POST 62 / TERMINAL ADDRESS 562 TRI LOOP LN; PLACE CROSS-CONNECT JUMPER

IF2 / CA 240/ PR 491 BP 41/ TEA R 357 BARREL WIN CIR; PBW
IN FACILITY TWO / CABLE 240 / PAIR 491 BINDING POST 41 / TERMINAL ADDRESS REAR 357 BARREL WIN CIR

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Service Order

TPD 001 NBPR7Y 001 561969
555 444-5555 851 - - GAC 10-28-98 1327 11-03
NRBPR7YOA 1FR FJQCRJX 11-04-98 W
ZRTI R, R 900 555-5593 , LMB, 904695
ZOSD 001 11-11-98

ICENTROO
IPCL MCH F 05-26-98

—LIST
ILN FILMORE , JELLY
ILA 357 BARREL WIN CIR.
ISA 357 BARREL WIN CIR.
ILOC 2-E-K
IFCTN NEW INST

—DIR
IDEL A0, B1

—BILL
IBI $$$
IBNI EMPTY , BOTTLE
IBA2 357 BARREL WIN CIR
IPO ANYWHERE , USA
ICC D
ITAR 000, 790
ISS 786-243-4194

—S&E
I1 1FR /TN 555-444-5555 / PIC 0288
I1 SEQIX
I1 9LM
I1 RJ11C

—RMKS
ACC CALL BEFORE GOING 164-555-5555 ASK FOR IREEN. NEW SVC FOR CUST.

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---ASGM
G1 TN 555-444-5555
FA 357 BARREL WIN CIR. ANYWHERE, USA
IOE 51039-01901-43/EXK 555 444/TN 555-444-5555/LPS/DF F99-01
G2 WC 555 444
IF1 / CA 45/ PR162 BP 62/ TEA 562 TRI LOOP LN; PXJ
IF2 / CA 240/ PR 491 BP 41/ TEA R 357 BARREL WIN CIR; PBW

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Module 4b - Installation

Introduction

Lesson objectives

Upon completion of this lesson, using video tapes, instructor interventions, and hands-on applications, you will be able to:

- terminate buried and aerial service wire to Outside Network Interfaces
- attach service wire to wood and masonry surfaces
- terminate aerial and buried service wire to terminals
- terminate inside wire to jacks and Inside Network Interfaces, and
- install a dial tone circuit from the Central Office to the customer's location.

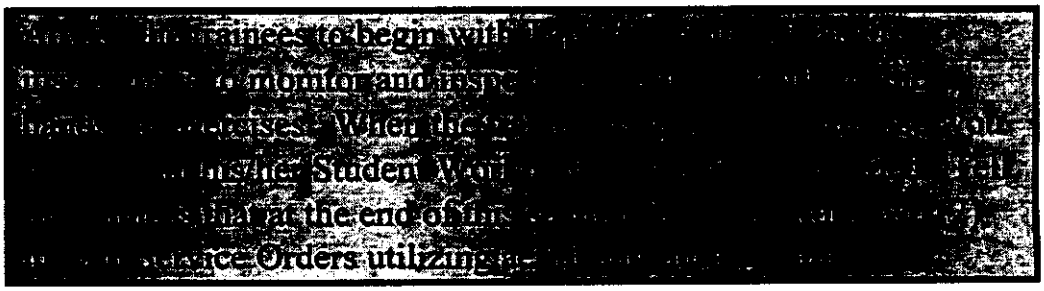
Safety

Remember, **SAFETY FIRST!** In this section you will be working with tools and equipment. It is imperative that you utilize the safety equipment provided to you. This includes:

- safety eyewear
- safety headgear, and
- goggles when appropriate.

Type of instruction

This lesson and the following lessons will require you to view instructional video tapes. The videos will guide you through the lessons with detailed instructions on how to perform specific task(s).



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Wire Work - Aerial Service Wire (Single Pair)

Instructions



Insert Video #1 entitled *"Wire Works."* During the video presentation, you will be directed to stop the tape and perform the hands-on exercise yourself. The tools needed and steps to complete each exercise are listed in the tables below. After completing the hands-on exercise, your instructor must initial your Student Workbook in the space provided.

Tools needed

diagonal pliers
long nose pliers
cloth or paper towels

Personal Protection Equipment
Safety Glasses

Step	Action
1	Split wire with diagonal pliers.
2	Crush insulation with back of diagonal pliers.
3	Remove outer insulation with the notch on diagonal pliers by pushing the insulation away from you.
4	Remove excess glue and insulation from conductors.
	INSTRUCTOR'S INITIALS _____

Next

Turn to the next page and continue to view Tape #1 *"Wire Works."*

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Wire Works - Aerial Service Wire (2-Pair)

Tools needed

diagonal pliers
long nose pliers
cloth or paper towels

Personal Protection Equipment
Safety Glasses

Step	Action
1	Split wire with diagonal pliers.
2	Using long nose and diagonal pliers, pull away outer insulation.
3	Using your hands, pull away desired length of insulation.
4	Cut off outer insulation with diagonal pliers.
5	Remove insulation from conductors (approx. 1½ inches).
	INSTRUCTOR'S INITIALS _____

Next

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Wire Works - Buried Service Wire (2-Pair)

Tools needed

diagonal pliers
long nose pliers
cloth or paper towels

Personal Protection Equipment
Safety Glasses

Step	Action
1	Split wire with diagonal pliers to locate rip cord.
2	Grasp rip cord with long nose pliers and grasp outer jacket with diagonal pliers; pull rip cord away from you.
3	Trim off rip cord.
4	Cut off outer jacket to expose corrugated metal jacket.
5	Snip and remove corrugated metal approximately 1½ inches above the outer jacket. **Note:** The corrugated metal is sharp and can cut you. **Be very careful.**
6	Cut off inner plastic.
7	Clean excess jelly from inner pairs with cloth or paper towel.
8	Remove insulation from conductors with small notch on diagonal pliers.
	INSTRUCTOR'S INITIALS _____

Next

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Wire Works - Station Wire

Tools needed diagonal pliers

Personal Protection Equipment
Safety Glasses

Step	Action
1	Bend station wire over your finger and snip outer jacket with diagonal pliers.
2	Remove the outer jacket by pushing away from you with diagonal pliers.
3	Remove approximately 1½ inches of the insulation on each of the four conductors (green, red, yellow, black).
	INSTRUCTOR'S INITIALS _____

Next Turn to the next page. Insert Tape #2 *"Wire Works."*

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Wire Works - Splicing Buried Service Wire (BSW)

Tools needed

Peewee Serve Seal
AMP presser
AMP connectors
diagonal pliers
long nose pliers
cloth or paper towels

Personal Protection Equipment
Safety Glasses

Step	Action
1	Follow directions on the splice closure.
	INSTRUCTOR'S INITIALS _____

Next

Turn to the next page. Insert Tape #3 *"Wire Termination."*

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Color Code Chart for a Single 25 Pair Group

Individual Pairs

Looking at the chart, you will notice the pairs of wires are laid out in **TIP** and **Ring** colors: **5 Tip** and **5 Ring** colors. On a regular POTS line (Plain Old Telephone Service), the tip side will have a 100 volt ground, and the ring side will have -48 to -53 volts. Between the two wires, you have a telephone line. It's important to be able to identify the color code. The **tip colors** repeat the **same color 5 times before changing.** The **ring colors** repeat the **same color every 5 pairs** for the entire 25 pair group.

5 Tip Colors: White-Red-Black-Yellow-Violet

5 Ring Colors: Blue-Orange-Green-Brown-Slate

PAIR COLOR	TIP COLOR	RING COLOR
1	White	Blue
2	White	Orange
3	White	Green
4	White	Brown
5	White	Slate
6	Red	Blue
7	Red	Orange
8	Red	Green
9	Red	Brown
10	Red	Slate
11	Black	Blue
12	Black	Orange
13	Black	Green
14	Black	Brown
15	Black	Slate
16	Yellow	Blue
17	Yellow	Orange
18	Yellow	Green
19	Yellow	Brown
20	Yellow	Slate
21	Violet	Blue
22	Violet	Orange
23	Violet	Green
24	Violet	Brown
25	Violet	Slate

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Wire Termination - 66-Type Connecting Block (66M1-50 Connecting Block Mounted on 89B Bracket)

Tools needed

D-914 impact tool — the plastic handle is chamois gold and red. The chamois gold identifies the cutting edge of the blade.

NOTE: All terminations on the 66-type connecting blocks should be made with the D-914 tool. The automatic impact tool is the only impact tool that combines torque and impact. The knob labeled RELEASE controls the release of a spare blade from the storage compartment in the handle. The knob labeled IMPACT provides the ability to adjust for HI or LOW impact when terminating wires as follows:

1. **Use LOW on 88-type connectors and with 24- and 26-gauge conductors on 66-type connectors.**
2. **Use HI on 66-type connectors using 22-gauge or larger conductors.**

Additionally it has combined two versatile tools in the handle:

1. **Hook — used to remove wires from any style block or used to help trace wires**
2. **Spudger — designed for removing the cross-connect module from the mounting bracket**

Personal Protection Equipment
Safety Glasses

Step	Action
1	Select the wire to be terminated and feed through the fanning slot adjacent to the connector.
2	Place the wire in hook of terminal: **Tip** (white/blue) and **ring** (blue/white).
3	Position the **cutting end** of the D-914 tool over the terminal. **Ensure that the cutting edge of the blade is positioned over the scrap end of the wire.** Push the D-914 tool toward the block until the wire has been severed against the face of the block.
	INSTRUCTOR'S INITIALS_____

Next

Turn to the next page. Insert Tape #3 *"Wire Termination."*

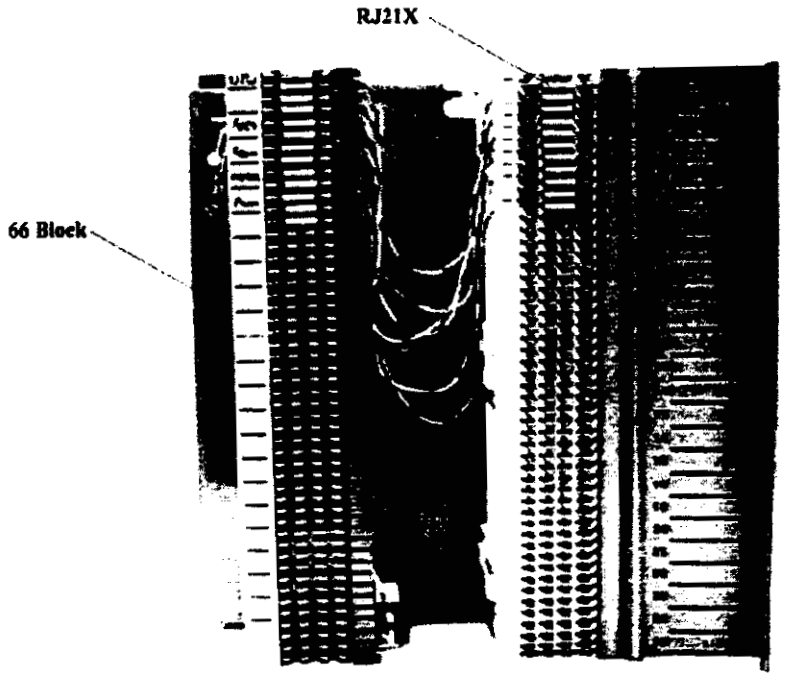
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66M1-50 Connecting Block and RJ21X Jack

Explain to the students why the RJ21X jack is used with the 66 block.

CPE, whether provided by BellSouth or any vendor, must be connected to the telecommunications network through standard telephone company provided jacks in such a manner as to allow for ease and immediate disconnection of CPE.

It is important to note that on this [illegible] connector is the recognized telephone company [illegible] (RJ21X) as required by the FCC [illegible] ended ribbon connector ended [illegible] through the telephone company [illegible]



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Wire Termination - Terminate Cross-Connect in a Cross-Connect Box

Tools needed

long nose pliers
diagonal pliers
screwdriver C-3"
216C
FVD

Personal Protection Equipment
Safety Glasses

Step	Action
1	Route jumper wire in hole above assigned Facility One (F1) pair.
2	Pre-trim jumper wire conductor insulation.
3	Route jumper wire over the binding posts and wrap wire right to left.
4	Connect ring and tip sides of jumper wire to ring (right) and tip (left) sides of binding posts between the washers with 1/8 inches of exposed wire.
5	Connect ring and tip sides of jumper wire to ring and tip sides of binding posts to assigned Facility Two (F2) pair.
	INSTRUCTOR'S INITIALS _____

Next

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Wire Termination - Terminate 2-pair Aerial Service Wire to NC25 Type Terminal - D2 Terminator

Tools needed

2-pair aerial service wire (ASW)
long nose pliers
diagonal pliers
216C tool
FVD

Personal Protection Equipment
Safety Glasses

Step	Action
1	Prepare the ASW in accordance with your locally approved practice, exposing at least 12" of conductor.
2	Route the ASW into the terminal from the left side through one of the grommeted ports. Secure the ASW in the terminal by tying a knot in the outer installation
3	Leave enough slack in each conductor to reach any binding post in the terminal
4	Terminate ring and tip conductors to ring and tip binding posts of assigned pair. Using a 216C1 tool, turn the subscriber side drive bolt counterclockwise, backing the subscriber side driver off until it clicks in the "up" position.
5	Insert pair into subscriber side entry port until the pair passes over the blue insert inside the module and stops.
6	Hold conductors in place while lowering the driver to the "down" position by turning the driver bolt clockwise.
7	Store other pair out of the way. Leave enough slack to reach any binding post in terminal.
	INSTRUCTOR'S INITIALS _____

Note: The illustrations on the following page show routing ASWs through the drive rings after attaching the ASW to the pole from the **RIGHT** or **LEFT** side and **TERMINATING** the conductors in the terminal.

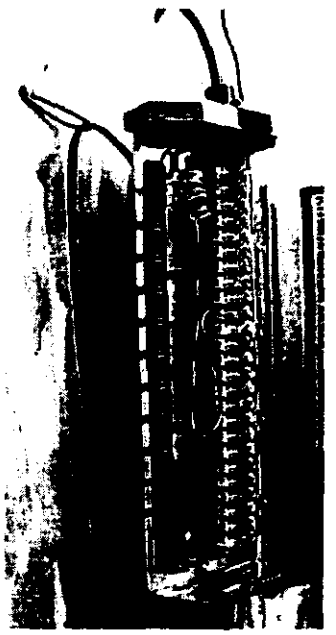
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RIGHT SIDE

LEFT SIDE





TERMINATED IN TERMINAL

Next Turn to the next page. Continue to view Tape #3 *"Wire Termination."*

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Wire Termination - Ground Wire Types

Tools needed

#14, 12, 10 and 6 gauge ground wires
diagonal pliers

Instructions

Answer the following fill-in the blank questions.

1. #14 gauge ground wire is used to ground _____.
2. #12 gauge ground wire is used to ground _____.
3. #10 gauge ground wire is used to ground _____.
4. #6 gauge ground wire is used to ground _____.

Have your instructor check your answers.

INSTRUCTOR'S INITIALS _____

Next

Turn to the next page. Continue to view Tape #3 *"Wire Termination."*

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Wire Termination - Terminate 2-pair Aerial Service Wire to Aerial Type Terminal

Tools needed

2-pair aerial service wire (ASW)
long nose pliers
diagonal pliers
216C tool
FVD

Personal Protection Equipment
Safety Glasses

Step	Action
1	Route ASW to opposite side of assigned binding posts.
2	Push wire through rubber grommet.
3	Leave enough slack to reach any binding post.
4	Tie the insulation into a knot.
5	Terminate ring and tip conductors to ring and tip binding posts of assigned pair.
6	Store other pair out of the way.
	INSTRUCTOR'S INITIALS _____

Next

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Wire Termination - Cross-Connect in Buried Plant Cross-Connect Box

Tools needed

long nose pliers
diagonal pliers
screwdriver C-3"
216C
FVD

Personal Protection Equipment

Step	Action
1	Route jumper wire to assigned F1 (feeder) pair.
2	Pre-trim jumper wire insulation.
3	Connect ring and tip sides of jumper wire to ring and tip sides of binding posts between the washers.
4	Connect ring and tip sides of jumper wire to ring and tip sides of F2 (distribution) binding posts.

Next

Turn to the next page. Continue to view Tape #3 *"Wire Termination."*

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Wire Termination - Terminate Buried Service Wire in a Pedestal

Tools needed

long nose pliers
buried service wire
cloth or paper towels
diagonal pliers
216C tool
FVD

Personal Protection Equipment
Safety Glasses
Kevlar Gloves

Step	Action
1	Route BSW through the BSW channel into the pedestal.
2	Bond BSW to grounding source by removing approximately 1½" of insulation.
3	Remove 42" of insulation from the BSW.
4	Clean jelly from conductors with cloth or paper towels.
5	Route BSW through routing rings. Leave enough slack to reach any binding post.
6	Terminate BSW conductors to binding posts.
7	Store excess wire.
8	Store other pair by coning.

Next

Turn to the next page. Insert Tape #4 *"Wood Surface Termination - Aerial."*

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Wood Surface Installation - Aerial Service Wire

Tools needed See video for tool list.

Step	Action
1	Mount drop wire hook with 1¾ inch wood screw (first attachment).
2	Attach Aerial Service Wire (ASW) to drop wire hook with S-clamp.
3	Make final attachment using an E-clamp.
4	Mount 2-pair ONI to wooden surface.
5	Mount protector adapter to ONI.
6	Mount protector to ONI.
7	Attach ground wire to protector with #10 ground wire.
8	Staple ground wire to wooden surface with proper staple spacing.
9	Place yellow ground tag to ground wire.
10	Attach ground wire to Multi-Grounded Neutral (MGN) with Fargo Clamp.
11	Attach ASW to protector: Red to ring side and green to tip side.
12	Connect red and green conductors from kit of parts to ring and tip side of protector.
13	Connect station wire conductors (red and green) to tip and ring of kit parts.
14	Staple station wire to surface using proper staple spacing.
15	Mount jack using wood screws.
16	Connect (splice) station wire conductors to conductors of the jack.
	INSTRUCTOR'S INITIALS _____

Next Turn to the next page. Insert Tape #5 *"Wood Surface Termination - Buried."*

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Wood Surface Installation - 6-Pair ONI

Tools needed

Personal Protection Equipment
Safety Glasses
yellow warning tag
2 inch wood screws
burnishing tape
5-pair buried service wire (BSW)
fargo clamp
protector adapter
staple gun
tool box
protector
station wire
paper towels
wall jack
#10 ground wire
ground strap
bond
6-pair ONI

Step	Action
1	Mount 6-pair ONI housing.
2	Mount protector adapter.
3	Mount protector.
4	Ground protector with #10 ground wire.
5	Terminate ground wire to MGN.
6	Terminate kit of parts to protector.
7	Terminate BSW to protector.
8	Place conduit on BSW to protect wire.
9	Mount wall jack to surface.
10	Staple inside wire from ONI to jack using proper staple spacing.
11	Terminate inside wire to ONI kit of parts.
12	Terminate inside to wall jack.
13	Place cover on kit of parts.
	INSTRUCTOR'S INITIALS _____

Next

Turn to the next page. Continue to view Tape #5 *"Wood Surface Termination - Sheetrock Attachments."*

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Sheet Rock Attachments - Flush Mounted Wall Jack

Tools needed

tool kit
two (2) molly anchors
flush mounted wall jack
inside wire

Personal Protection Equipment
Safety Glasses

Step	Action
1	Mount jack to sheet rock surface using molly anchors.
2	Route inside wire to jack using proper staple spacing.
3	Terminate inside wire to conductors of jack.
4	Place cover on jack.
	INSTRUCTOR'S INITIALS _____

Next

Turn to the next page. Insert Tape #6 *"INI-200, Masonry Attachment, CRW1."*

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Sheet Rock Attachments - Inside Network Interface - INI 200

Tools needed

tool box
inside wire
INI 200

Personal Protection Equipment
Safety Glasses

Step	Action
1	Mount INI to outlet.
2	Terminate inside wire conductors to INI.
3	Place cover on INI.
	INSTRUCTOR'S INITIALS _____

Next

Turn to the next page. Continue to view Tape #6 *"INI-200 - Masonry Attachments - CRW1."*

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Masonry Attachments - Aerial Service Wire and ONI

Tools needed

tool kit
drop wire hook
anchor
2-pair aerial service wire
S-clamp
E-clamp
2-pair ONI
#10 ground wire

Personal Protection Equipment
Safety Glasses
Goggles
Work Gloves

Remind trainees not to put masons

Step	
1	Drill hole in center of brick.
2	Mount drop wire hook with proper anchor.
3	Attach aerial service wire to drop wire hook using an S-clamp.
4	Make final attachment using an E-clamp.
5	Mount ONI to masonry surface.
6	Ground ONI.
7	Route ground wire to masonry surface with clamps.
8	Terminate ground wire to Multi-Grounded Neutral (MGN).
	INSTRUCTOR INITIALS _____

Next

Turn to the next page. Continue to view Tape #6 *"INI-200 - Masonry Attachments - CRW1."*

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C-Rural Wire Installation

Tools needed

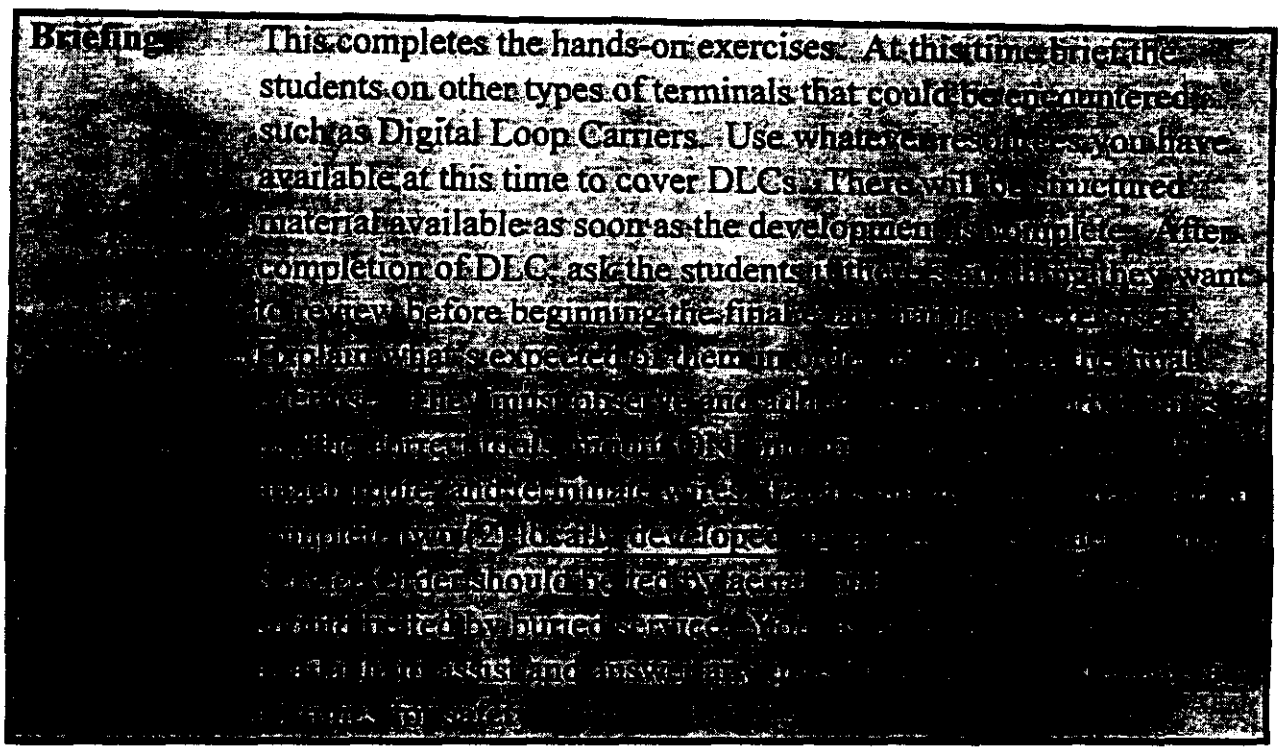
tool kit
j-hook
107A2 terminal
plastic drive rings
bridle wire
C-Wire
C-Wire wrap
C-Wire closure

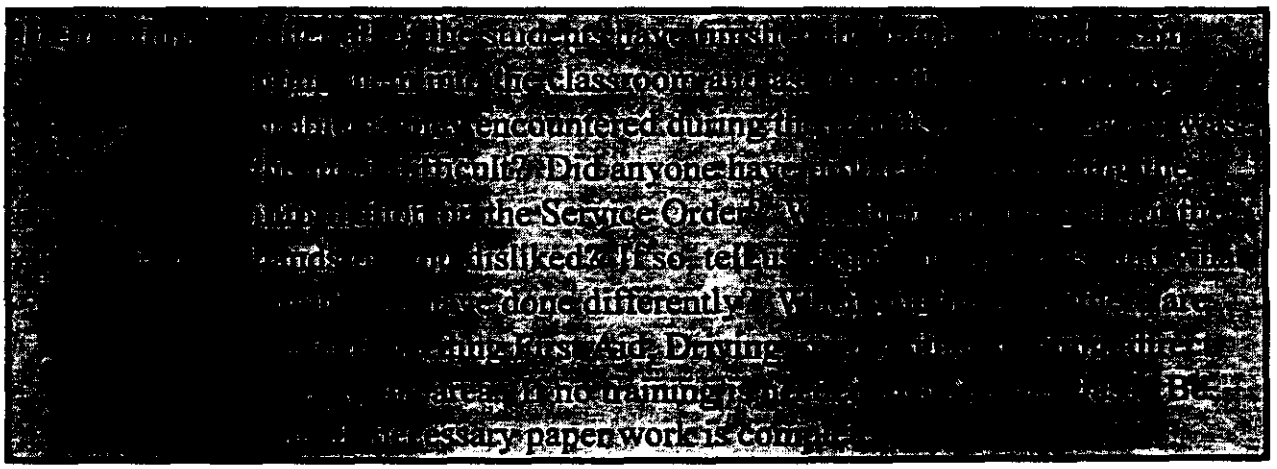
Personal Protection Equipment
Safety Glasses
Work Gloves

Step	Action
1	Drive j-hook into pole at proper angle.
2	Attach C-wire wrap to C-wire.
3	Make a drip loop at end of C-wire.
4	Clear ends of C-wire and place cap on end of conductors.
5	Access wire with 107A2 terminal.
6	Terminate BSW conductors to proper lugs on closure.
	INSTRUCTOR'S INITIALS _____

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Briefing and Debriefing





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Module 4c - Mobile Homes

How to Use the Instructor Guide

Overview

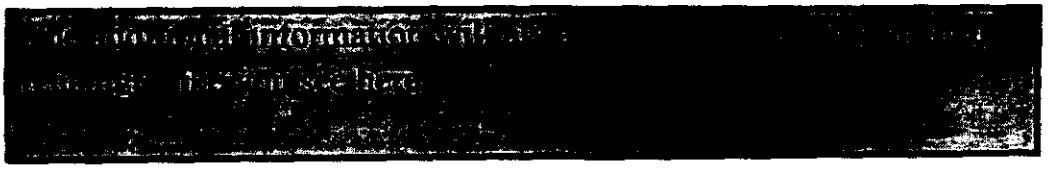
The purpose of the Instructor Guide is to ensure that course content is presented in a manner that is most beneficial to the trainee and also to ensure that consistent messages are communicated to each class.

The Instructor Guide is meant to serve only as a "suggested" outline for the course. Instructors are encouraged to draw from their personal expertise and adjust the level of detail as needed to suit the needs of students with varying levels of experience.

About this Guide

The Instructor Guide (IG) serves as a companion to the Student Workbook. The IG contains the same information as the Student Workbook with one exception. The IG contains additional information for the Instructor to share with the class.

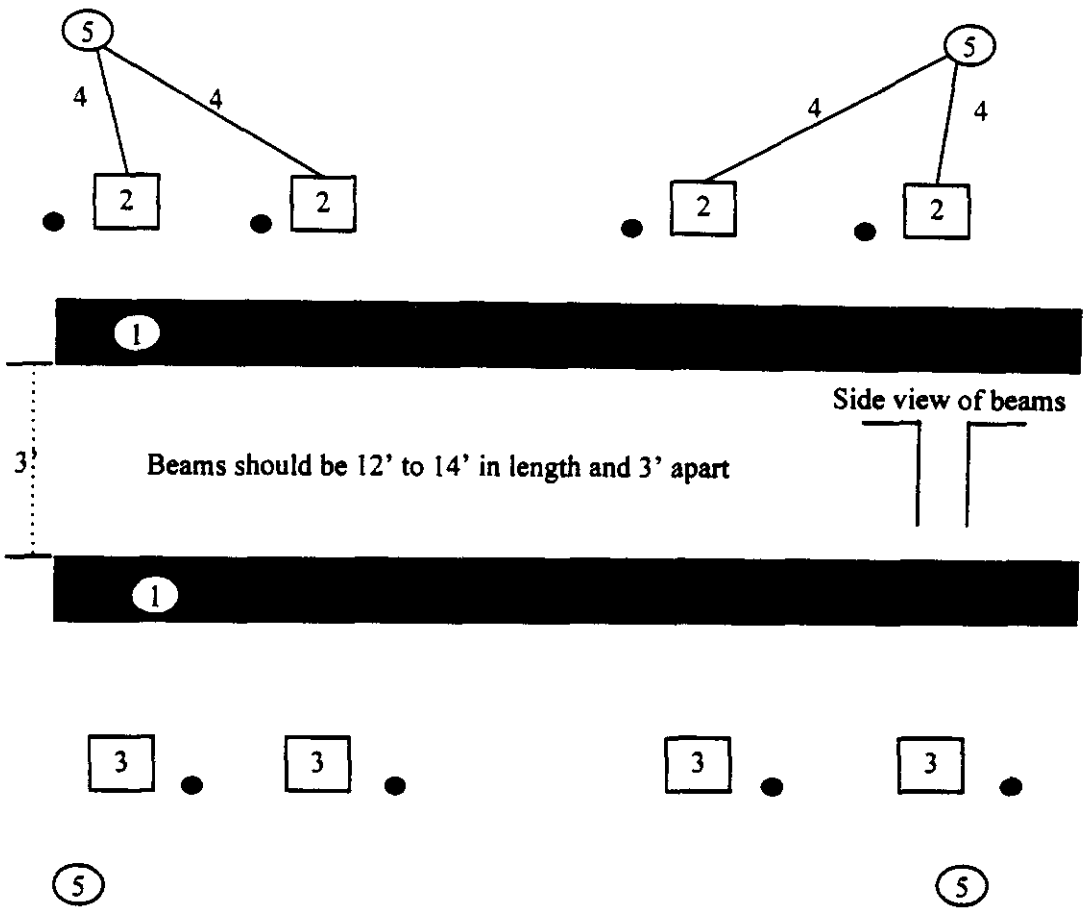
How will additional information be identified?



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Lab Layout

For Mobile Homes



Legend:
1) 2 metal beams 12' to 14' in length and 3' apart
2) (4) 4 x 4 wooden posts, 10' above ground, 12" from beam (aerial service wire)
3) (4) 4 X 4 wooden posts, 2' above ground, 12" from beam (buried service wire)
4) Drop wire
5) Telphone pole with simulated power service, ground wire, ground rod.
● (8) Power ground rods

Note: Use Beam # 1 for the chassis of a single wide mobile home and
Use Beam # 2 for the chassis of a double wide mobile home

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Module 4c - Mobile Homes

Introduction

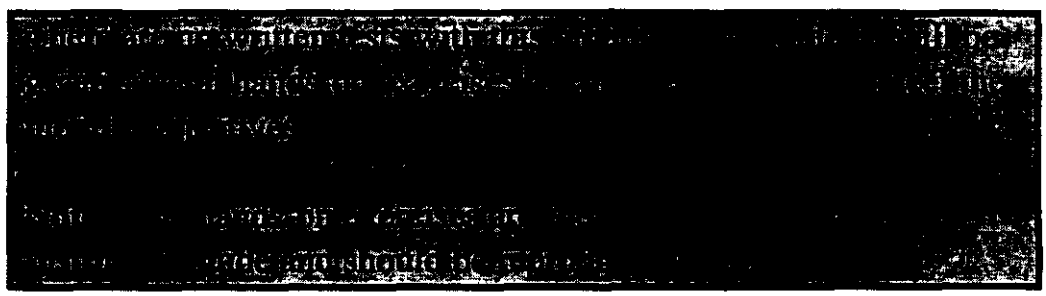
This module is designed to provide you with the knowledge and skills required to safely provision telephone service in mobile homes.

Read the objectives to the class and ask if anyone has any questions.

Objectives

Upon completion of this module, the student will be able to safely:

- test for foreign voltage
- place a C and B Temporary Bond
- ground the protector
- bond the mobile home to the protector, and
- install service and inside wire.



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Overview

What's in this module?

This module gives wiring procedures for providing telephone service to permanent type mobile homes and follows BSP 461-220-100BT.

Emphasis is placed on how to safely:

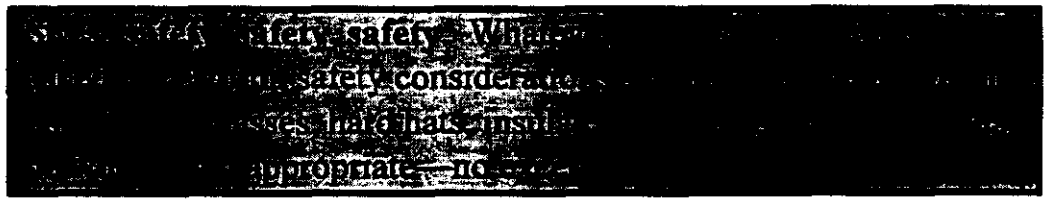
- test for foreign voltage
- run a C and B Temporary Bond
- ground the station protector, and
- bond the mobile home to the protector.

This module does not address telephone wiring for recreation vehicles (RVs) or boats. That information is covered in another module.

For telephone wiring information on recreational vehicles and boats, refer to Section 461-220-101BT.

What is a permanent type mobile home?

A permanent type mobile home is a full-time residential structure, seldom moved and usually set on supports such as jacks or concrete blocks.



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Important Safety Information

CAUTION

Defects in electrical equipment or wiring in a mobile home may energize the unit and present an electrical hazard to persons in or near it.

If a hazardous condition is found to exist, the craft person must proceed no further until the supervisor has been informed and the condition corrected.

Instances have occurred where the chassis of the mobile home has been connected to the "hot" side of the electrical wiring making it hazardous to touch or attempt to bond to a telephone ground.

188A



<u>ALWAYS</u> test the chassis and metal skin of a mobile home with either the 188A, FVD, or equivalent test set to detect foreign hazardous voltages.

FVD





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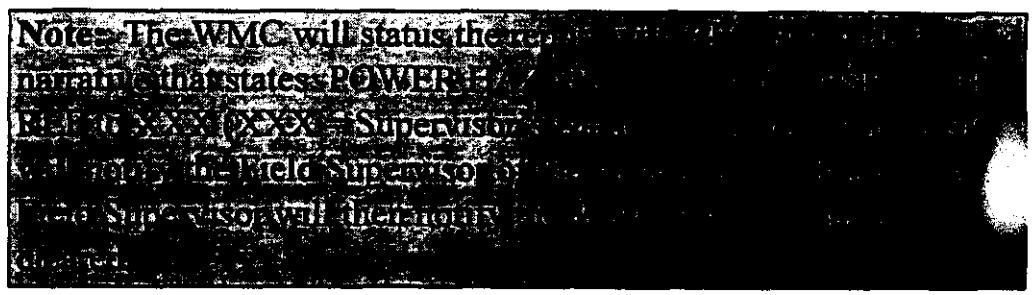
What to do if a hazardous condition is found?

The craft person should:

- inform the occupant or trailer park manager (if available) of any hazardous condition found and leave **Form RF-6879** with the appropriate blocks checked, and
- notify his/her supervisor of the hazardous condition

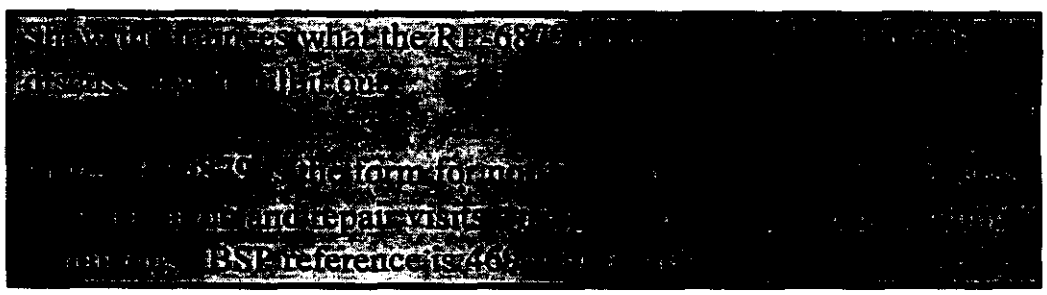
If the technician is on a trouble then he/she should:

- advise their supervisor of the hazardous condition, and
- call the WMC and have the trouble statused RFC (Refer to Field Supervisor). This is to prevent a subsequent dispatch until the hazardous condition has been cleared.



If the technician is on a Service Order he/she should:

- incomplete the Service Order for the reason of Subscriber Other (SO), and
- complete the narrative section of the Service Order indicating that a hazardous condition has been found. This is to prevent a subsequent dispatch until the hazardous condition has been cleared.



When will the trouble report be reissued?

After the Field Work Group Supervisor notifies the Work Management Center (WMC) that the hazardous condition has been cleared.

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When will the Service Order be reissued?

After the Business Office is called by the customer and notified that the hazardous condition had been cleared.

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Job Planning

What is job planning?

Job Planning is:

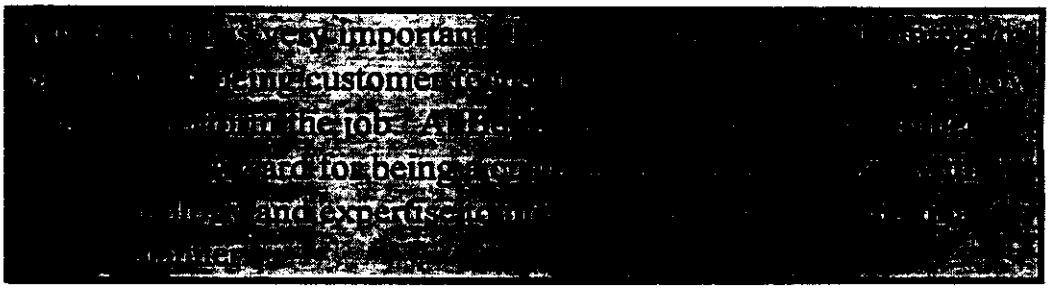
- the way you plan your work day
- making safety a priority
- deciding ahead of time what tasks should be performed
- deciding the order in which tasks should be performed, and
- focusing on the customer.

Pre Installation job planning

Spend time planning how you want to perform the installation. Planning ahead can save a lot of time and effort by considering how you will:

- perform the site survey
- test the mobile home for foreign voltage
- bond and ground the mobile home
- run the service wire and inside wire, and
- determine what equipment and materials are needed to complete the work order.

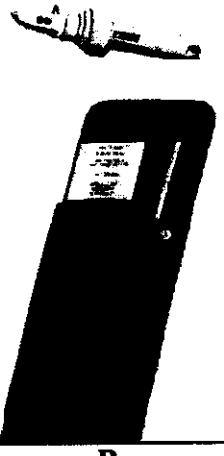
Note: You want to minimize the number of trips to the vehicle; this is a key component to achieving ITP standards.



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Overview of Installation Procedures

What to do first The following procedures must be followed in the order given when providing service at the ONI/protector and installing station wiring inside the mobile home.

	Action
A 	Upon arrival at the mobile home location and while walking toward the door to establish customer contact, test the skin of the unit for foreign voltage with a 188A, FVD, or equivalent test set.
B	Additional voltage tests must be made on the skin, chassis, or any other metallic components at locations along the unit where work operations will take place and physical contact with these components may be made.
C 	While wearing insulating gloves, place a: • C Temporary Bond between the power service ground wire or rod and the mobile home chassis (frame). • B Temporary Bond on Double Wide homes where the two chassis units may not be bonded or bolted together.
D	Install the Outside Network Interface (ONI)/Protector.
E	Ground the protector.
F	Install service wire, if necessary, and connect to the protector.
G	Install wiring between the ONI/Protector and the station.
H 	While wearing insulating gloves, remove the: • B Temporary Bond and then the • C Temporary Bond.

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Testing for Foreign Voltage



Before making bodily contact with the mobile home or even knocking on the door, verify the presence or absence of hazardous voltage on the mobile home body and chassis.

How do you *test for foreign* voltage?

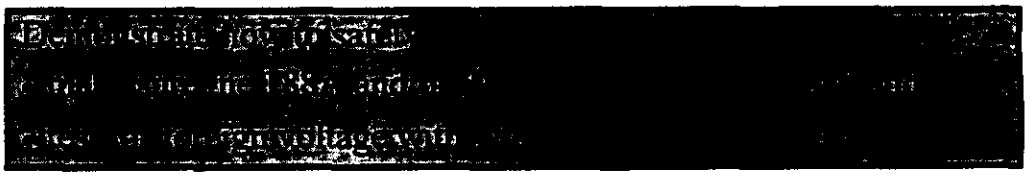


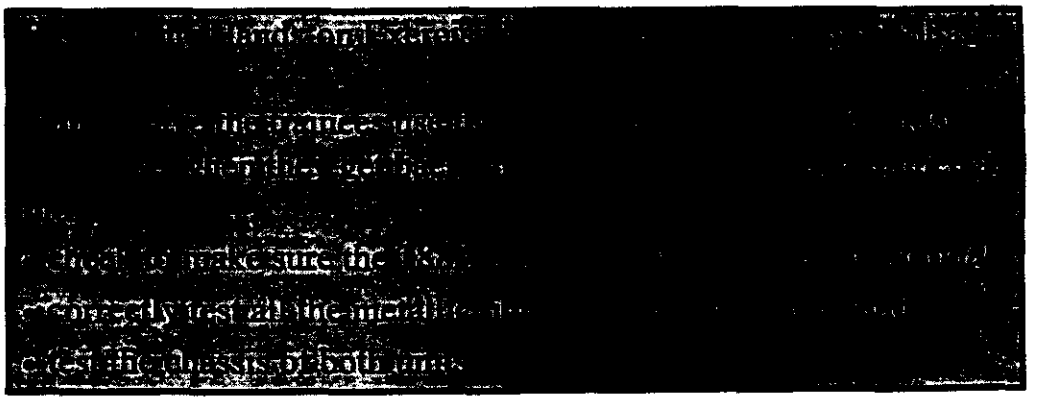


Using the 188A, FVD, or equivalent test set:

- First make sure the test set is operational.
- Then, test all metallic objects in the workplace including screw heads, chassis bolts, binding posts, terminal lugs, or other unpainted areas.
- If you are working on a double wide mobile home, test the chassis of both units.

Note: Additional voltage tests must be made on the skin, chassis, or any other metallic components at locations along the unit where work operations will take place and physical contact with these components may be made.





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Site Survey

Perform a Site Survey first

After testing for foreign voltage the next step is to perform a site survey of the surrounding area around the mobile home. Hazardous or irregular pole lines and non-standard clearances should be avoided.

If unsatisfactory conditions are found, refer them to your supervisor before proceeding with the installation.

What to look for?

As you survey the area surrounding the mobile home, determine:

- how the power is provided to the mobile home
- if the power source is hard wired or plug-and-cord connected
- where the power service equipment is located and the method of disconnecting it if required
- if the power service is within 30 feet of the mobile home
- if the power service is grounded
- what route the power feeder takes to the mobile home, and
- if there are exposed electrical wiring and other hazards around or underneath the mobile home.

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Why are we making such a "big deal" out of safety?

Because safety is a "big deal." The safety department tells us:

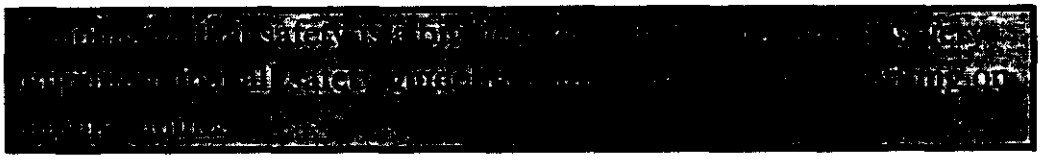
- Mobile homes have been found to be energized.
- CATV feeds have been found to be energized.
- Power company feeds have been wired incorrectly and not grounded.
- Mobile homes have tested OK with the 188A/FVD, and when the AC kicked on, they became energized.
- Electrical conditions can change when a bond or ground is placed.



Bottom line—it can be very dangerous to work on mobile homes; improper attention in this area can cause injury or death.

What to do if a hazardous condition exists

Do not proceed with the installation until your supervisor has been contacted and the condition has been corrected.



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C Temporary Bond

What's next?

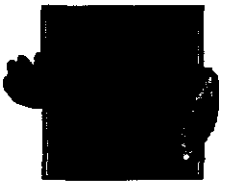
After the site survey and voltage test have been completed, the next step is to place a C Temporary Bond between the power service ground wire or rod and the mobile home chassis (frame). This bond will remain in place while performing all premise wiring work operations around or beyond the ONI/Protector.

Note: If you are unable to place a C Temporary Bond:

- Don't proceed any further and
- Contact your supervisor.

Single wide mobile home

Perform the following steps to place a C Temporary Bond on a single wide mobile home:



- Put on insulating gloves.
- Attach the small clip of the C Temporary Bond to the power company ground.



- Attach the larger clip to the mobile home chassis (frame). You may have to scrape off some of the paint or undercoating to get a good metallic connection. Do not attach this clip to screws, bolts, or any part of the mobile home other than the chassis.

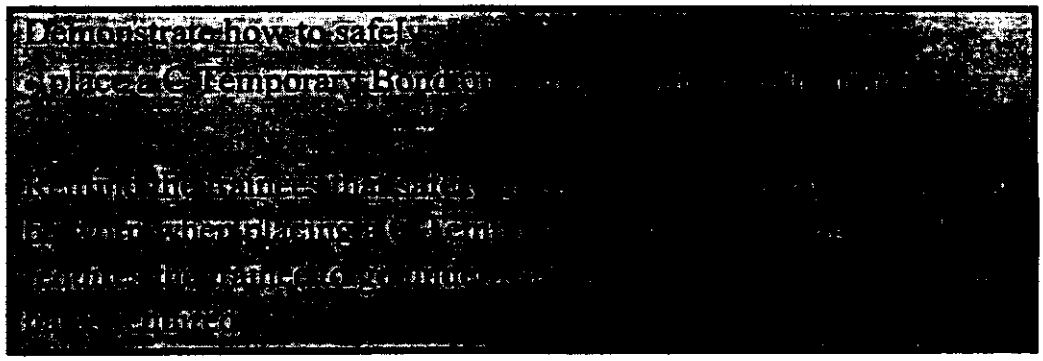
When the work has been completed, remove the large clip from the mobile home chassis first, and then remove the small clip from the ground.

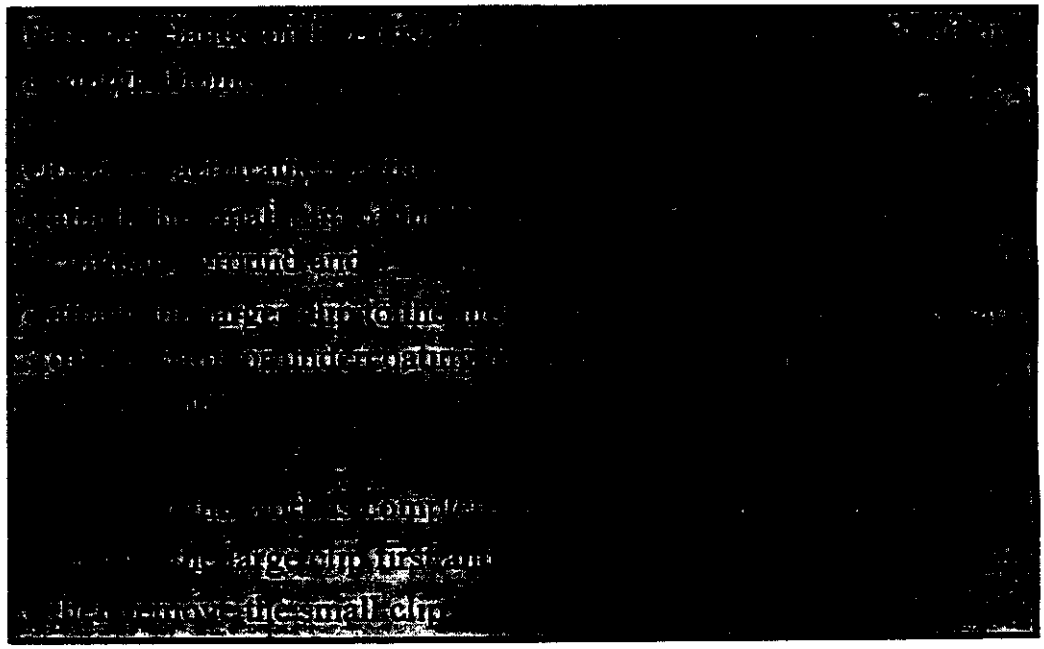
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What to do if the bond overheats or smokes

- Avoid contact with the bond, the mobile home, wiring, trailer post, or protector.
- Contact your supervisor immediately.
- Do not attempt to remove the C Temporary while the trailer is energized.

Once the electrical hazard has been cleared, remove the C Temporary Bond by first removing the large clip from the mobile home and then the small clip from the power company ground.





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B Temporary Bond

Double wide mobile home

A double wide mobile home consists of two single chassis units that may or may not be bonded or bolted together. They should be temporarily bonded together with a B Temporary Bond while performing the work as follows:



- Wearing insulating gloves, follow the steps outlined on the previous page to attach a C Temporary Bond.
- Then, place a B Temporary Bond by attaching the small clip to the grounded and bonded first trailer chassis.

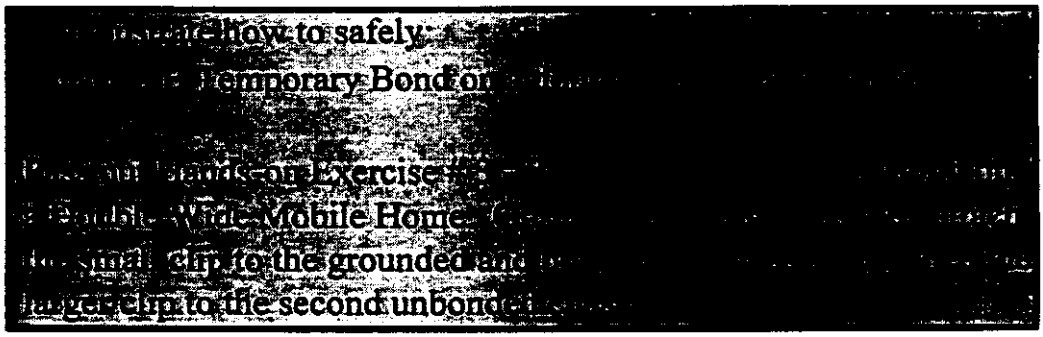


- Next, attach the large clip to the second unbonded chassis with no ground.

Leave the B Temporary Bond in place until all work is completed. When the work has been completed, remove the large clip first and then remove the small clip from the chassis.

What is the difference between the C and B bonds?

The only difference between the C and B bonds is the length. The C bond, which is 15 feet in length, is longer than the B bond. The clips of the C Temporary Bond are identical to the clips on the B Temporary Bond. The C Temporary Bond was developed primarily for use when working on mobile homes.



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Station Protector Placing, Grounding and Bonding Requirements

What's next

After installing the C and if necessary the B Temporary Bonds, the next step is to ground the protector. First, we need to look at bonding and grounding requirements.

Location and visibility of power service equipment

The bonding and grounding requirements for the station protector depend upon the location and visibility of the mobile home power service equipment or the power disconnecting means. The requirements also depend upon whether the electrical feeder conductors to the mobile home are hard-wired or plug-and-cord connected.

See Table B on the next page for station protector placing, grounding, and bonding requirements.

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Table B - Station Protector Placing, Grounding and Bonding Requirements

Cover Table B with the class.

Power Service	ONI (Protector Location)	Grounding & Bonding Requirements
1. **Hard-wired**—power service equipment or disconnecting means within 30' and in sight of mobile home.	Maximum 12" from mobile home	Connect station protector ground terminal to power service equipment ground or to disconnecting means to ground.
2. **Plug-and-cord connected**—power service equipment or disconnecting means within 30' and in sight of mobile home.	Maximum 12" from mobile home	Connect station protector ground terminal to power service equipment ground or to disconnecting means to ground. Bond protector ground terminal to mobile home chassis.
3. **Hard-wired or plug-and-cord connected**—power service equipment or disconnecting means more than 30' from and not in sight of mobile home.	Maximum 12" from mobile home	Place Telco ground rod and connect to protector ground terminal. Bond protector ground terminal to mobile home chassis.

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National Electrical Code

National Electrical Code

The National Electrical Code requires the telephone and power grounds to be bonded and requires that an accessible means be provided at the electrical service for bonding other systems, such as the telephone, to the power grounding system. The choices for selecting an approved ground are prioritized as follows:

1. Power service ground wire
2. Power grounding electrode (ground rod), or
3. An accessible connector provided on the exterior of the power service equipment (main circuit breaker panel).



Do not connect protector grounds to:

- Metallic cable shields
- Gas pipes
- Electrical service branch circuit conduit
- Armor of BX cable
- Interior of any electrical box
- Aluminum conduit, or
- Plastic pipes.

NOTE:

All protector grounds and bonds should be as short and as straight as practical and should be located where future visual inspections can be made. Avoid making sharp bends in grounding and bonding conductors.



The L1 or L2 ground wire tag, as appropriate, shall be placed at the connection of the Telco ground wire to the approved ground source.

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Grounding the Protector

Exposed cable vs unexposed cable

Before going into the specifics of grounding protectors, it is important that you know the difference between exposed and unexposed cable. By definition:

Cable, wire, strand, etc. which **are subject** to disturbance by lightning, possible contact or induction from electric circuits in excess of 300 volts to ground, or ground potential rises from nearby power generating stations or substations are considered **exposed** cable, wire, or strand.

Cable, wire, strand, etc.,which **are not** subject to the above conditions are considered **unexposed** cable, wire, or strand.

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When and what to ground

To aid in determining when and what to ground to, Table A has been developed. This job aid will take the guess work out of the grounding process. All protectors **must** be grounded as outlined in this table.

Cover Table A with the class.

Can service be installed where a power service ground is not available?

Telephone service may be installed where a power ground is not provided or is inaccessible. However, the customer should be informed immediately of the need for a power ground and be requested to notify the telephone company when the ground has been provided.

What is the purpose of the station protector?

All working and non-working telecommunications pairs exposed to power and/or lightning that are terminated in a mobile home require protectors.

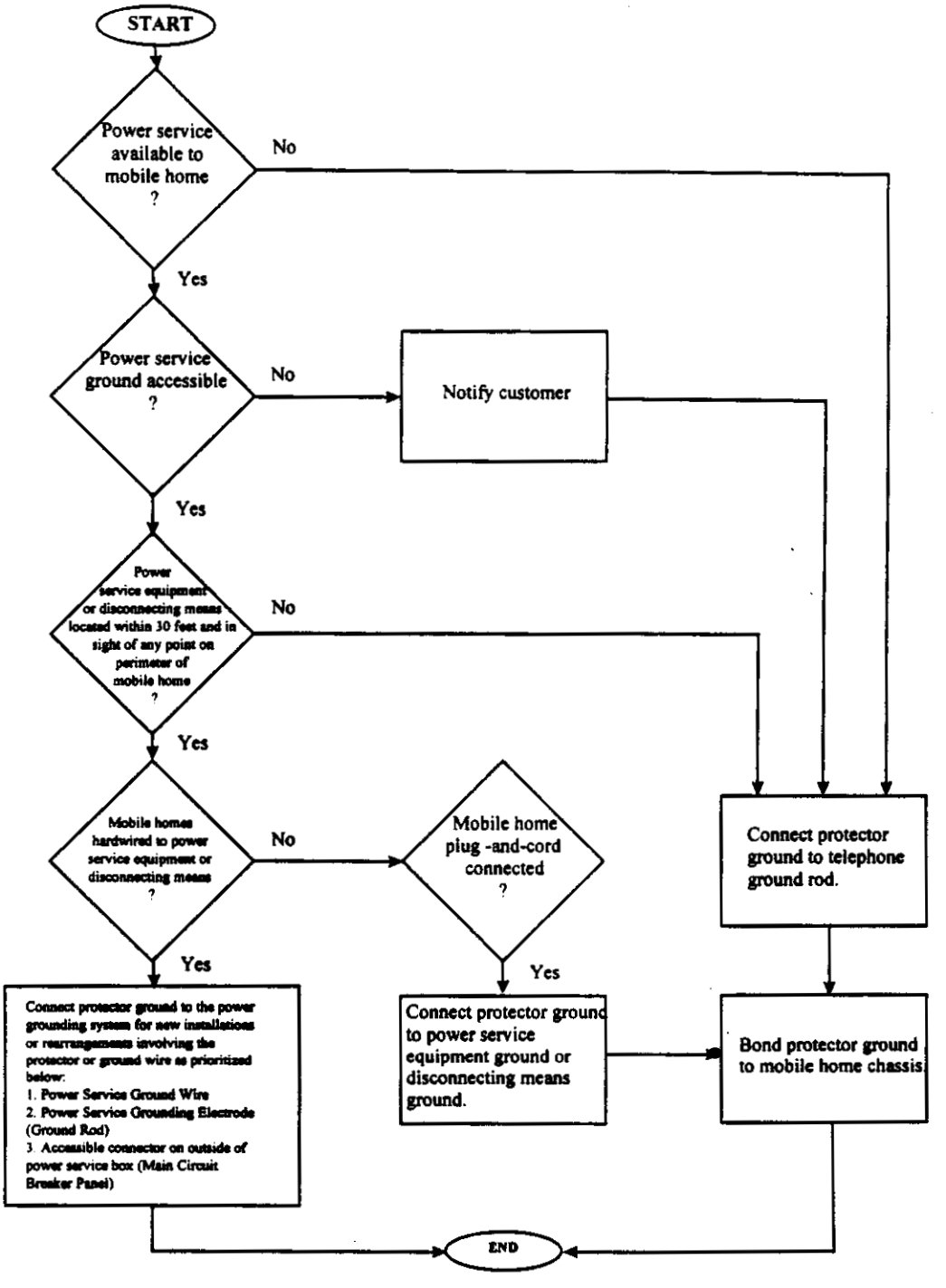
Station protectors are used in areas where telephone plant is considered exposed. They are designed to provide safety to customers and telephone company personnel and to limit damage to telephone equipment from high voltage. Protector units limit the magnitude of a foreign voltage at the station by arching to ground and by shorting permanently to ground when there is excessive follow-through current.

The station protector ground should be connected to the power grounding system. When you have separate power and telephone grounds, these separate grounds must be bonded together using a No. 6 ground wire.

This situation occurs when the power ground is inaccessible at the customer premise. The technician will ground the station protector to a telephone ground rod and then bond the ground rod to the metallic cold water pipe. Telephone grounding and bonding conductors should always be as short and straight as possible.

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Table A



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Use 10 gauge wire or larger

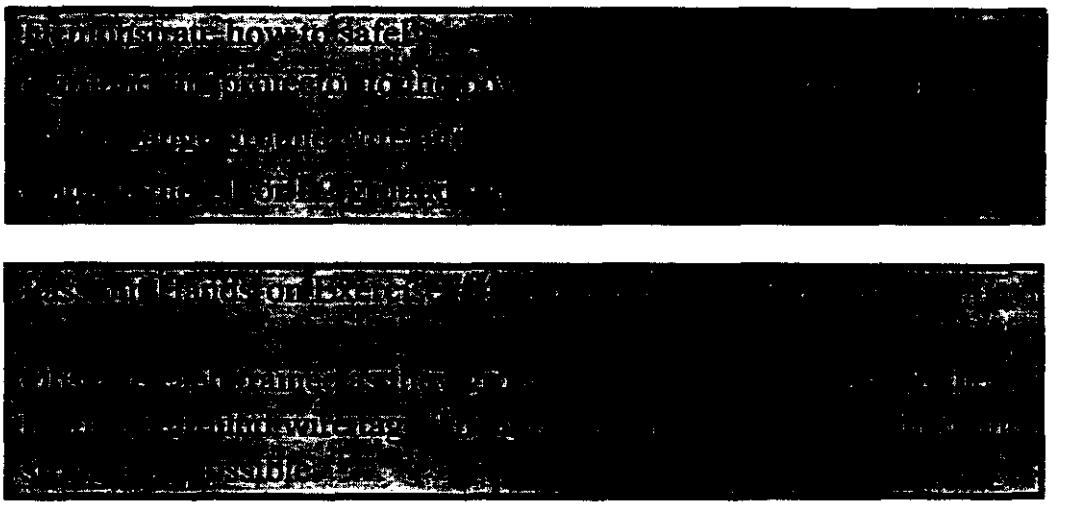
The protector should be grounded with No. 10 or larger ground wire.

Note: We no longer install No. 12 ground wire.

See Table C below

Table C **Ground wire capacity**

Ground wire size	Maximum number
No. 12	2
No. 10	6
No. 6	7 or more



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Ground Rods

When to use

Per BSP 462-005-100BT -

When no power service exists on the premises, it will be necessary to install a telephone ground rod for grounding the protector.

Install a ground rod for each protector. Bond all protectors together using a No. 6 AWG wire.

A multiple station protector may be connected to an array of three telephone ground rods, spaced at least 5' apart, and bonded together with No. 6 AWG wire. No more than three ground rods need to be placed.



When a ground rod is to be installed for a protector ground, be sure to locate the underground power and any other obstructions or possible hazards.



Insulating gloves and safety glasses must be worn whenever a ground rod is being installed.

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Separate ground rods

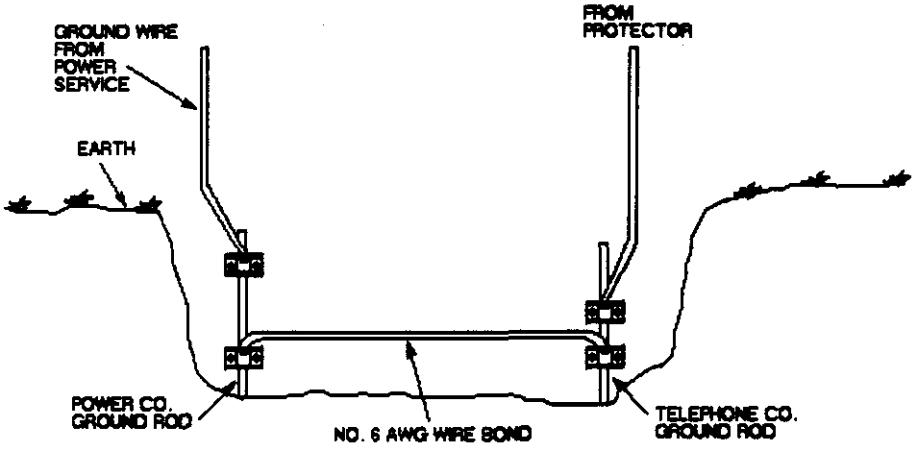
If the power ground system is inaccessible or power is not present at the structure, install a ground rod for each protector. Bond all protectors together. No more than three ground rods need be placed. Space ground rods at least 5' apart

Separate grounding rods should always be bonded together to limit the potential differences between them and their associated wiring systems.

CAUTION

For mobile home applications, existing Telco ground rods within 30' of the power service equipment or disconnecting means must be bonded to the power ground source with a No. 6 ground wire that is buried deep enough to prevent being damaged. See the diagram below.

When digging is required to bury wire, use only tools with handles made of wood or other insulating materials to prevent electrical shock. Also, don't forget to wear your insulating gloves and safety glasses.



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Locate and Install Ground Rods

Where and How

Locate and install a ground rod as follows:

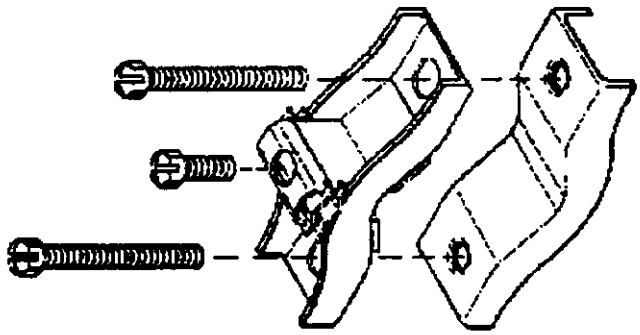
- where it is least likely to be damaged or tampered with
- approximately 12" from the outside walls
- approximately 2' from the base of wooden poles or posts when possible, and
- if buried power exists, a ground rod shall not be installed until its exact location is determined. If the exact location cannot be determined, contact your supervisor.

Drive the ground rods in until the top of the rod is at least 3" below ground level. If digging is likely, increase this depth. See the diagram on the opposite page.

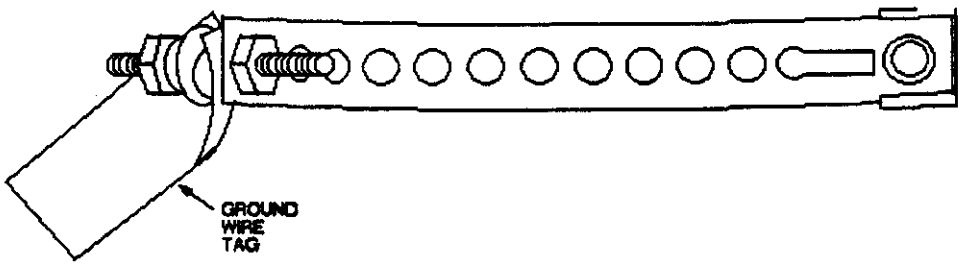
Use a C or universal ground clamp for connecting ground wire to E ground rods.

If you feel that the ground wire may at some future time be damaged or tampered with, protect the ground wire with station ground wire molding.

BC ground clamp



Universal ground clamp



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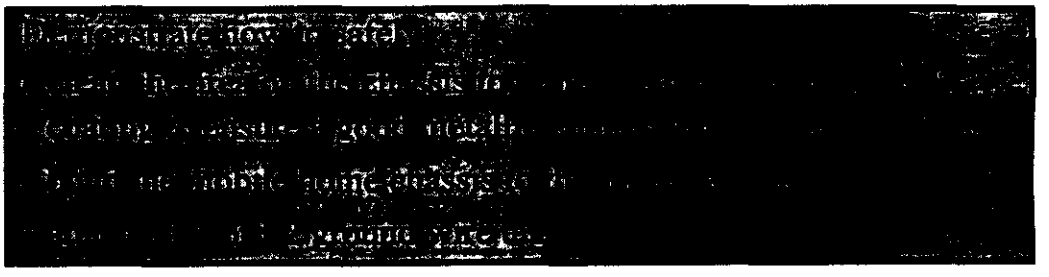
Bonding the Chassis to the Protector Ground

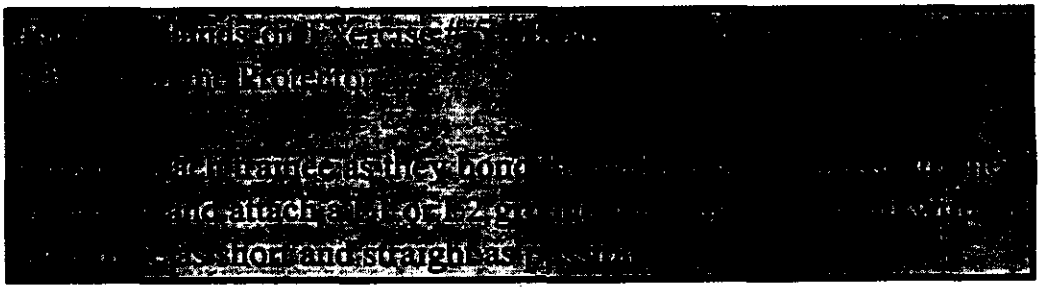
Use a No. 10 or larger ground wire

It is required that a No. 10 or larger ground wire be used when bonding the mobile home chassis to the protector. See Table A for requirements. The bond wire can be the same size as the protector ground wire. This will allow the protector ground wire to be looped around the protector terminal and extended to the chassis to serve as a continuous bond wire as well. Next, the appropriate size Insulator Support or B Beam Ground Clamp may be used. Clean a small area on the surface of the chassis to remove the paint or protective coating to ensure a metallic connection can be made.

Prior to 1976

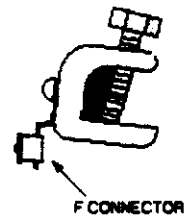
Mobile homes manufactured prior to June 21, 1976 and those manufactured after that date that do not display the medallion signifying inspection by the Federal Department of Housing and Urban Development (HUD) may not have the green wire equipment grounding conductor bonded to the chassis. A bond must be placed between the station protector ground terminal and the chassis for these mobile homes.



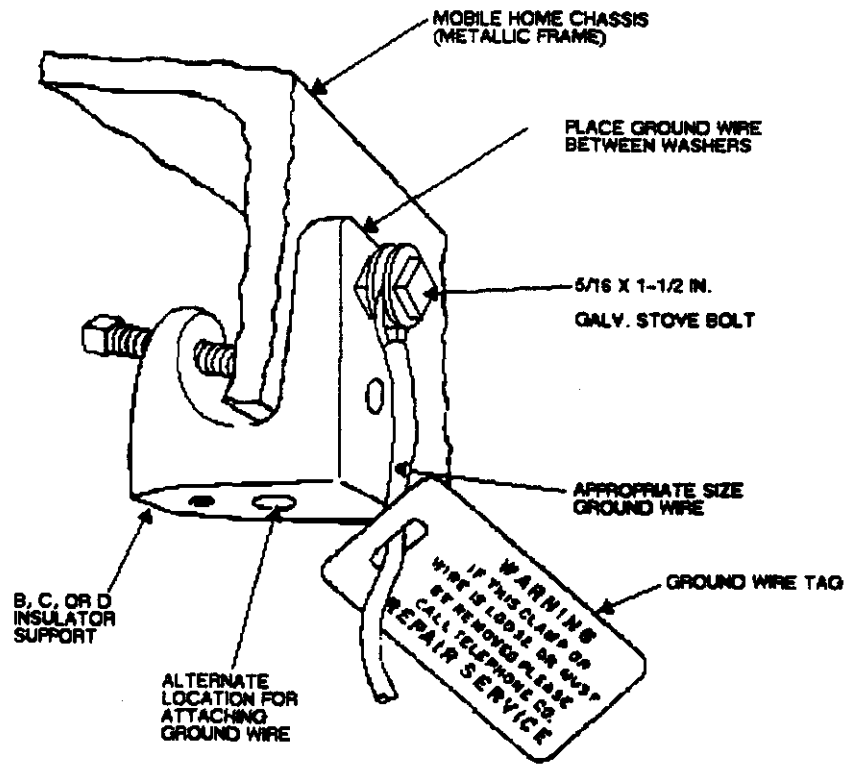


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B Beam ground clamp



Insulator support



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Installing Station Wire

Important considerations

The most important word in *mobile home* is *home*. Make sure you demonstrate the same care and concern for a mobile home installation as you would for any home installation.

The construction of a mobile home is similar to a frame building construction except that the structure is mounted on a metal chassis. The heating ducts, sewer lines, and water pipes are usually run down the center of the mobile home.

The mobile home electrical wiring may be placed underneath and down the center, in the outside walls and ceiling, to the outlet boxes, approximately 12" above the floor.

When electrical wiring is placed underneath the mobile home, the wires may be exposed or unexposed between the sub-flooring and the rodent, or insulating material underneath the sub-flooring out to the power outlets.



Before drilling holes through the plywood sub-floor and rodent/insulating barrier material, the following methods and procedures should be followed:

- Determine where the customer desires the connecting blocks/jacks to be placed.
- Survey the route for placing station wire beneath the mobile home.
- Determine if the electrical wire is placed exposed or unexposed between the plywood board and the rodent/insulating barrier, inside the walls, or in the ceiling.
- Locate where the heating ducts, sewer lines, and water pipes are installed.

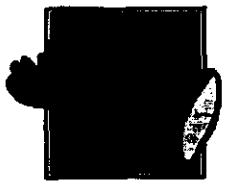
In mobile homes where heating ducts, sewer lines, water pipes, and power wires are exposed and it has been determined from the survey that the work can be performed safely, work operations may begin.

Where mobile homes have unexposed heating ducts, sewer lines, water pipes, and power wires installed, the homes must be surveyed very carefully to prevent damage to this equipment and personal injury.

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Beginning installation work

Once a complete survey has been made and it is determined that the installation work can safely proceed, perform the work operations as follows:



- Insulating gloves must be worn while drilling unless a double insulated drill is being used.
- Avoid contact with any metallic components until the drill bit is removed from the hole. Drill only until the bit is through the plywood sub-floor. Slowly push the drill bit through insulation/rodent barrier material without causing any damage.



- After the hole has been drilled and the bit is extended beneath the unit, the drill bit must be tested with a 188A/FVD or equivalent voltage tester prior to attaching station wire that will be pulled back through the hole as the drill is removed.



- Seal the holes drilled by placing tape around each wire to prevent air and moisture into the home.
- Terminate the wiring at the connecting blocks/jacks.
- Place B drive ties on the 2"x6" floor joints and/or B insulator supports equipped with bridle rings to the outriggers to support the station wire at about 8" intervals. The wire should be placed secure enough to prevent sagging . Should sagging occur, pull the slack out of the wires at the network interface. B ground wire clamps may be used on each wire if necessary.
- Attach a B ground wire clamp to the floor joints next to the network interface.
- Terminate the wire to the network interface.

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Installing Service Wire

Service to mobile home

Service to a mobile home is provided in one of two ways:

- buried service wire or
- an aerial drop.

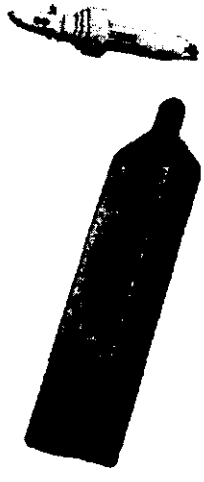
Each method has its own procedures.

Aerial drop wire

Aerial drop wire must never be connected directly to the mobile home. The customer must provide a post having minimum dimensions of 4"x4" and a minimum height of 10' above ground. All standard wiring clearances must be observed.

Buried service wire

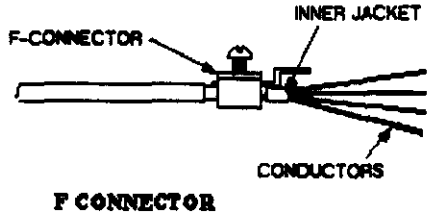
Buried service wire may be in place and terminated on the protector or buried to within close proximity of the mobile home in which case it will be necessary to terminate it on the protector.



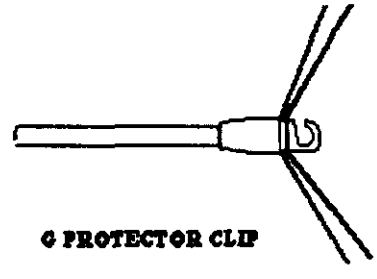
Before handling the non-terminated buried service wire, test the shield, the metal siding, and the mobile home chassis with the voltage tester to make sure they are not energized. If voltage is detected, do not proceed until your supervisor has been contacted and the condition has been corrected.

When terminating buried wire on the protector, connect the shield of the wire to the protector ground terminal with an F connector or G protector clip as shown in the diagram below.

F connector and G clip



F CONNECTOR



G PROTECTOR CLIP

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Hands-on Exercise # 1 - Testing for Foreign Voltage

188A



FVD



Following all safety guidelines, use the 188A or FVD test set to:

- verify the test set is operational
- test all metallic objects in the workplace to include screw heads, chassis bolts, binding posts, terminal lugs, or other unpainted areas, and
- if you are working on a double wide mobile home, test the chassis of both units.

Note: Additional voltage tests must be made on the skin, chassis, or any other metallic components at locations along the unit where work operations will take place and physical contact with these components may be made.

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Hands-on Exercise # 2 - Placing a C Temporary Bond on a Mobile Home



Following all safety guidelines:

- Place a C Temporary Bond on the single wide mobile home.

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Hands-on Exercise # 3 - Placing a B Temporary Bond on a Double Wide Mobile Home



Following all safety guidelines:

- Place a B Temporary Bond on the double wide mobile home

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Hands-on Exercise # 4 - Grounding the Protector

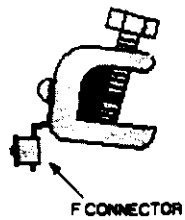


Following all safety guidelines, ground the protector to the power service ground wire using a # 10 ground wire.

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Insert Tab for Acronyms and Terminology Here

Hands-on Exercise # 5 - Bonding the Mobile Home Chassis to the Protector



Following all safety guidelines, bond the mobile home chassis to the protector.

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Basic Installation and Maintenance - Part 1

Module 4 - Basic Installation

ND300A

Student Workbook
Issue 2 - March 1999

performance improvement

Basic Installation and Maintenance - Part 1

ND300A

Student Workbook

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Module 4a - Installation

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Introduction

Overview

Welcome to Module 04.

This module will demand your undivided attention because of the tasks you will have to start and finish. Before we get started, let's take a moment and reflect on an important subject–SAFETY.

Safety is important - Remember, what is safe for one person under certain circumstances may not be safe for you under different circumstances. We strongly urge you to use safe work habits when working on any job. Familiarize yourself with the tools and techniques necessary to complete the job safely. So don't try anything unless you are certain that it is safe for you. **PLEASE BE CAREFUL.**

It is important to have a **positive attitude** and know that every individual is important in making the workplace safe.

Objectives for Module 04

Module 04 Objectives

Upon completion of this module, you will be able to:

- plan your daily work load
- identify the various pre-wire configurations (looped & home run)
- identify non-standard wiring (wires placed by contractors / homeowners)
- prepare and terminate aerial service wire (ASW), buried service wire (BSW), inside wire (IW), and ground wire (GDW) at the outside network interface (ONI)
- bond and ground telephone hardware in aerial and buried plant containing metallic shield or other metallic members
- prepare and terminate inside wire (IW) at various jacks, ONI, and entrance bridge interface (EBI)
- place correct hardware to attach ASW (maintaining proper clearance) and BSW (buried at the proper depth) at the customers' premises
- correctly place a cross-connect jumper, prepare, and terminate ASW and BSW in the terminals listed below:
  - ⇒ feeder distribution interface (FDI); referred to as "cross connect box"
  - ⇒ aerial service terminal
    - * NH25
    - * NC25
    - * D2
  - ⇒ buried service terminal
    - * BellSouth Environmental Terminal (BSET)
    - * BellSouth Environmental Closure (BSEC)
    - * Magnum Cable Terminal
    - * MAG 6/12 --- MAG 6/25

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Module 04 Objectives cont.

- locate the cable pair color code using the chart
- locate the assigned cable pair using a tone and handset
- place jumper wire at the feeder distribution interface (FDI) on the F1 and F2 binding post (BP) shown in the assignment (ASGM) section on the Service Order
- locate and tag a defective cable pair that will be placed in plant facility (PF) status
- install IW using stapling or drive ring run
- terminate a section of 12 pair wire on a "66 Block" and run a jumper to a RJ21X, and
- interpret and understand information on a Service Order that's needed to complete a Service Order.

Purpose of Module 04

Purpose

The purpose of this module is to provide employees with the basic steps and procedures that must be accomplished in order to interpret, work, and complete a Service Order. In this module you will have to **familiarize yourself** with information contained on a Service Order, **make decisions,** and **perform tasks** that will be associated with the decision you make. The decisions and tasks that you will have to make are listed below, along with the sections of the Service Order that you will have to be able to interpret:

- Job planning
- Cost of equipment and supply items with which STs work
- Pre-wire principles with various configuration
  - ⇒ looped method
  - ⇒ home run method
- Wire preparation for aerial service wire (ASW), buried service wire (BSW), inside wire (IW), various jacks (RJ), and ground wire (GDW) for ***termination*** on the following:
  - ⇒ outside network interface (ONI) for ASW, BSW, ISW, and GDW
- Service Order Introduction
- Important information contained in the Service Order Remarks Section

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TECH TIP

Safety note: Never install telephone wiring during a lighting storm.

- inside wire-various jacks
- plenum vs. non-plenum wire

PLENUM: An air duct (suspended ceilings) inside buildings through which cables can be pulled or housed without the use of conduit.

PLENUM CABLES: Cables approved by Underwriters Laboratories for non-conduit applications located in environmental air spaces having adequate fire-resistant and low smoke-producing characteristics.

NON-PLENUM CABLES: These cables must be pulled through conduit and are not fire-resistant.

- identification of non-standard wiring

Code numbers other than 1013 or 1015 labeled on wire not recommended.

TECH TIP

Safety note: Never install telephone jacks in wet locations unless the jack is specifically designed for wet locations.

Job Planning

Job Planning

Planning is written about and talked about more than it's done. Do your planning on paper to capture all of your ideas and to be sure none of them get lost. Most of us can only work mentally with about seven pieces of information without losing something. How well we plan means all the difference in how productive we are.

Your planning begins with having everything you need to accomplish the task at hand. You need the proper tools, vehicle, training, safety equipment, material, and job information. Job information will be on the Service Order. These things are basic and therefore are essential. After receiving a Service Order, you should begin formulating the job plan in the following order:

- Has all necessary job information been obtained?
- Are you sure you can get access if you need it?
- Do you know the area where the job is located?
- What type of plant is in that area?
- Do you have knowledge of facility routes and availability?
- What is the quickest and most direct route?

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Pre-survey of the task

Upon arrival to ensure safety requirements are met for yourself and your vehicle, a pre-survey of the task is necessary. This will include:

- a discussion with the customer to determine his/her needs and requirements. (This is an absolute necessity.)
- keeping the customer informed. (This is a simple courtesy and a good business practice.)
- a layout of the building or job-site.
- materials and tools needed to complete the job with each facet handled in accordance with BellSouth practices and instructions.

Pre-Wiring Information

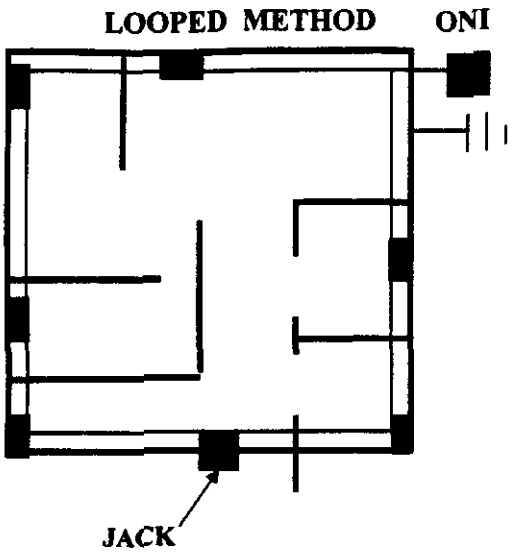
Pre-wire Configurations

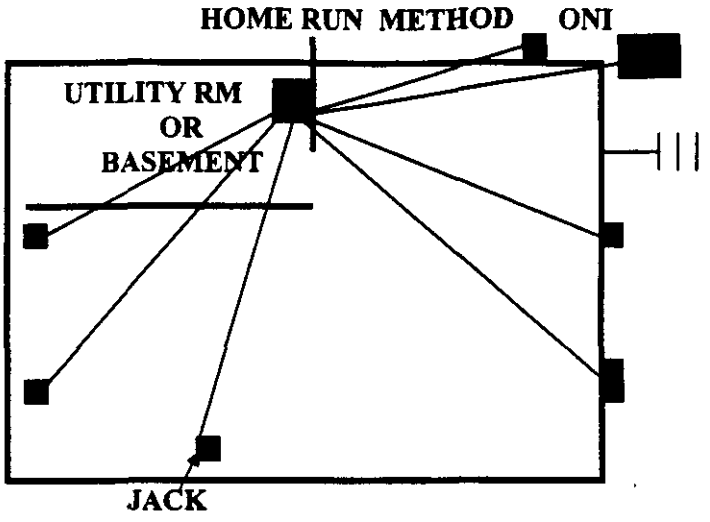
To meet the needs of all family members, today's home may require outlets in the kitchen, all bedrooms, family rooms, the study, and a home office at a minimum. Two outlets are no longer adequate. The need for additional voice lines combined with the need for connecting non-voice devices has prompted the need for change in our traditional inside wiring methods. Today, capacity and quality transmission are a necessity. Listed below are two preferred inside wiring guidelines:

- looped method: This preferred method utilizes 4- or 6-pair wiring which will accommodate additional lines and other equipment such as a fax machine, computer modem, and high-speed digital data. The wire should originate near the power source outside the home (where the outside network interface will be placed). The wire should enter the structure from this point and loop from jack to jack throughout the home, then return to the point of entry.

- home run method: This preferred method utilizes 4- or 6-pair Category 3 or greater wire, in which each room in the house has a wire run to a central location in the basement, a utility closet, or room terminated on a 66M125 block. From this central location a 4- or 6-pair wire should be run outside near the power source (where the outside network interface will be placed). Be sure and label each wire for kitchen, master bedroom, study, etc. Terminate white/blue for line 1, white/orange for line 2, white/green for line3, and white/brown for line 4. This method should reduce problems associated with cross-talk and networking throughout the house.

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Pre-wiring walls at the customer's request

There will be times you will have to pre-wire and fish walls at the customer's request. **USCO (Universal Service Code Order)** ***ALCFH*** on the Service Order in the S&E section is the code for that task. During the installation process, be careful not to kink, stretch, mash, or do anything else that would alter the characteristics of the wire. It is possible to damage the wire so that it will not support the higher transmission speeds.

- Use 4-pair or 6-pair AWG solid copper, Category 3 or greater.
- Use Category 5 minimum for high-speed data transmission.
- twisted pair construction
- Use UL Listed with code numbers 1013 or 1015 labeled on the wire. UL Listed indicates an item has been tested and approved to the safety standards established by the Underwriters Laboratories.

The most trouble free circuit contains no splices. A distance of at least 2 inches or greater between the telephone and electrical wiring is necessary to avoid possible power influence on the telephone line. Ensure that the wire is not pinched under a staple where it is attached to the studs.

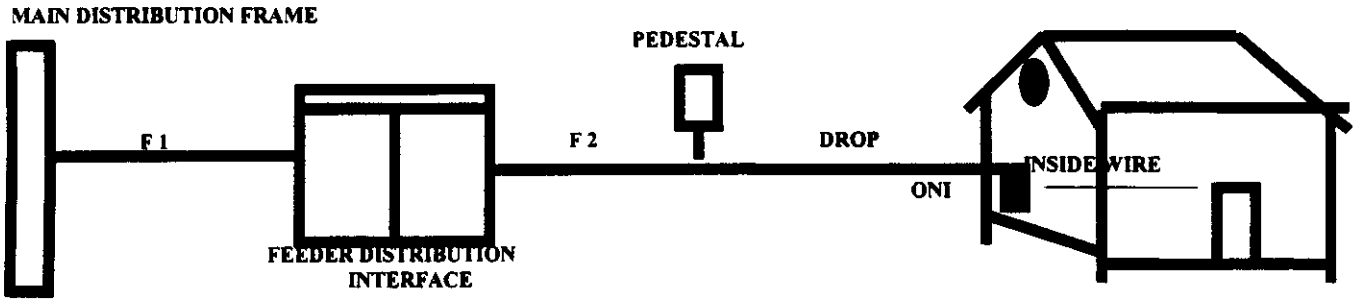
Non-Standard Wiring

UL Listing other than code numbers 1013 or 1015 are not recommended. Any other code numbers may cause cross-talk where multiple lines are in use.

Local Loops and Feeder Pairs

Local Loops

A typical loop is broken into four sections: feeder, distribution, drop and inside wire.



Feeder Pairs

Often called F1 pairs, feeder pairs consist of the bundle of cable between the main distribution frame in the local serving office and the feeder distribution interface (cross-box). These bundles often encase up to 500 pairs and commonly feed entire neighborhoods or small business developments.

Feeder Distribution Interface

FDI primary function is two-fold: (1) provide a junction point between the feeder and distribution cable and (2) provide easy access for loop installation. This is the place where you access dial tone to send to the customer's premises.

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Service Orders

Service Order

Service Orders are issued for new service (N-order), a change in existing service (C-order), disconnection of existing service (D-order), or transferring a customer's telephone service from one location to another (T&F-order). There are ten sections on a Service Order. N and T orders are similar. D and F orders are similar.

Four of the ten sections are used by the Service Technician to get dial tone to the customer's premises. Detailed information is provided on the four sections that are used by the Service Technician to get dial tone to the customer's premises.

NOTE: Not all ten sections are required on every Service Order.

NOTE: With one exception, the Identification section, each section can be identified by a heading. Three hyphens (- - -) always precede the heading abbreviation. **(EX. - - -LIST, - - -S&E, - - -RMKS, - - -ASGM)**

Parts of a Service Order

IDENTIFICATION SECTION

TPD 001 NBPR7Y 001 561969
555 444-5555 851 - - GAC 10-28-98 1327 11-03
AREA CODE TELEPHONE #
NRBPR7YOA 1FR FJQCRJX 11-04-98 W
SERVICE ORDER # CLASS OF SVC. DUE DATE
ZRTI R, R 900 555-5593 , LMB, 904695
ZOSD 001 11-11-98

ICENTROO
IPCL MCH F 05-26-98

LISTING SECTION

- - -LIST
ILN FILMORE , JELLY
LISTED NAME
ILA 357 BARREL WIN CIR.
LISTED ADDRESS (how address appears in the directory)
ISA 357 BARREL WIN CIR.
SERVICE ADDRESS (where telephone is physically located)

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SERVICE AND EQUIPMENT

--- S&E
I 1 1FR /TN 555-444-5555 / PIC 0288
RESIDENCE LINE FLAT RATE
I 1 SEQIX
MAINTENANCE
I 1 9LM
ACCESS LINE CHARGE
I 1 RJ11C
MODULAR BASE BOARD JACK

REMARKS SECTION

--- RMKS
ACC CALL BEFORE GOING 164-555-5555 ASK FOR IREEN . NEW SVC FOR CUST.
ACCESS INFORMATION

ASSIGNMENT SECTION

--- ASGM
G1 TN 555-444-5555
FA 357 BARREL WIN CIR. ANYWHERE, USA
FACILITY ADDRESS (LOCATION OF LISTED ADDRESS WHERE SERVICE IS TO BE INSTALLED)
IOE 51039-01901-43/EXK 555 444/TN 555 444-5555/LPS/DF F99-01
IN ORIGINATING EQUIPMENT (INFORMATION ABOUT THE CENTRAL OFFICE)
G2 WC 555 444
WIRE CENTER (SERVICE ORDER WILL BE WORKED FROM THIS LOCATION/CENTRAL OFFICE)
IF1 / CA 45/ PR 162 BP 62/ TEA 562 TRI LOOP LN; PXJ
IN FACILITY ONE / CABLE 45 / PAIR 162 BINDING POST 62 / TERMINAL ADDRESS 562 TRI LOOP LN; PLACE CROSS-CONNECT JUMPER

IF2 / CA 240/ PR 491 BP 41/ TEA R 357 BARREL WIN CIR; PBW
IN FACILITY TWO / CABLE 240 / PAIR 491 BINDING POST 41 / TERMINAL ADDRESS REAR 357 BARREL WIN CIR

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Module 4b - Installation

Introduction

Lesson objectives

Upon completion of this lesson, using video tapes, instructor interventions, and hands-on applications, you will be able to:

- terminate buried and aerial service wire to Outside Network Interfaces
- attach service wire to wood and masonry surfaces
- terminate aerial and buried service wire to terminals
- terminate inside wire to jacks and Inside Network Interfaces, and
- install a dial tone circuit from the Central Office to the customer's location.

Safety

Remember, **SAFETY FIRST!** In this section you will be working with tools and equipment. It is imperative that you utilize the safety equipment provided to you. This includes:

- safety eyewear
- safety headgear, and
- goggles when appropriate.

Type of instruction

This lesson and the following lessons will require you to view instructional video tapes. The videos will guide you through the lessons with detailed instructions on how to perform specific task(s).

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Wire Work - Aerial Service Wire (Single Pair)

Instructions



Insert Video #1 entitled *"Wire Works."* During the video presentation, you will be directed to stop the tape and perform the hands-on exercise yourself. The tools needed and steps to complete each exercise are listed in the tables below. After completing the hands-on exercise, your instructor must initial your Student Workbook in the space provided.

Tools needed

diagonal pliers
long nose pliers
cloth or paper towels

Personal Protection Equipment
Safety Glasses

Step	Action
1	Split wire with diagonal pliers.
2	Crush insulation with back of diagonal pliers.
3	Remove outer insulation with the notch on diagonal pliers by pushing the insulation away from you.
4	Remove excess glue and insulation from conductors.
	INSTRUCTOR'S INITIALS _____

Next

Turn to the next page and continue to view Tape #1 *"Wire Works."*

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Wire Works - Aerial Service Wire (2-Pair)

Tools needed

diagonal pliers
long nose pliers
cloth or paper towels

Personal Protection Equipment
Safety Glasses

Step	Action
1	Split wire with diagonal pliers.
2	Using long nose and diagonal pliers, pull away outer insulation.
3	Using your hands, pull away desired length of insulation.
4	Cut off outer insulation with diagonal pliers.
5	Remove insulation from conductors (approx. 1½ inches).
	INSTRUCTOR'S INITIALS _____

Next

Turn to the next page. Continue to view Tape #1 *"Wire Works."*

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Wire Works - Buried Service Wire (2-Pair)

Tools needed

diagonal pliers
long nose pliers
cloth or paper towels

Personal Protection Equipment
Safety Glasses

Steps	Action
1	Split wire with diagonal pliers to locate rip cord.
2	Grasp rip cord with long nose pliers and grasp outer jacket with diagonal pliers; pull rip cord away from you.
3	Trim off rip cord.
4	Cut off outer jacket to expose corrugated metal jacket.
5	Snip and remove corrugated metal approximately 1½ inches above the outer jacket. **Note:** The corrugated metal is sharp and can cut you. **Be very careful.**
6	Cut off inner plastic.
7	Clean excess jelly from inner pairs with cloth or paper towel.
8	Remove insulation from conductors with small notch on diagonal pliers.
	INSTRUCTOR'S INITIALS _____

Next

Turn to the next page. Continue to view Tape #1 "*Wire Works*."

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Wire Works - Station Wire

Tools needed diagonal pliers

Personal Protection Equipment
Safety Glasses

Step	Action
1	Bend station wire over your finger and snip outer jacket with diagonal pliers.
2	Remove the outer jacket by pushing away from you with diagonal pliers.
3	Remove approximately 1½ inches of the insulation on each of the four conductors (green, red, yellow, black).
	INSTRUCTOR'S INITIALS _____

Next Turn to the next page. Insert Tape #2 *"Wire Works."*

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Wire Works - Splicing Buried Service Wire (BSW)

Tools needed

Peewee Serve Seal
AMP presser
AMP connectors
diagonal pliers
long nose pliers
cloth or paper towels

Personal Protection Equipment
Safety Glasses

Step	
1	Follow directions on the splice closure.
	INSTRUCTOR'S INITIALS _____

Next

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Color Code Chart for a Single 25 Pair Group

Individual Pairs

Looking at the chart, you will notice the pairs of wires are laid out in **TIP** and **Ring** colors: **5 Tip** and **5 Ring** colors. On a regular POTS line (Plain Old Telephone Service), the tip side will have a 100 volt ground, and the ring side will have -48 to -53 volts. Between the two wires, you have a telephone line. It's important to be able to identify the color code. The **tip colors** repeat the **same color 5 times before changing.** The **ring colors** repeat the **same color every 5 pairs** for the entire 25 pair group.

5 Tip Colors: White-Red-Black-Yellow-Violet

5 Ring Colors: Blue-Orange-Green-Brown-Slate

PAIR COLOR	TIP COLOR	RING COLOR
1	White	Blue
2	White	Orange
3	White	Green
4	White	Brown
5	White	Slate
6	Red	Blue
7	Red	Orange
8	Red	Green
9	Red	Brown
10	Red	Slate
11	Black	Blue
12	Black	Orange
13	Black	Green
14	Black	Brown
15	Black	Slate
16	Yellow	Blue
17	Yellow	Orange
18	Yellow	Green
19	Yellow	Brown
20	Yellow	Slate
21	Violet	Blue
22	Violet	Orange
23	Violet	Green
24	Violet	Brown
25	Violet	Slate

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Wire Termination - 66-Type Connecting Block (66M1-50 Connecting Block Mounted on 89B Bracket)

Tools needed

D-914 impact tool — the plastic handle is chamois gold and red. The chamois gold identifies the cutting edge of the blade.

NOTE: All terminations on the 66-type connecting blocks should be made with the D-914 tool. The automatic impact tool is the only impact tool that combines torque and impact. The knob labeled RELEASE controls the release of a spare blade from the storage compartment in the handle. The knob labeled IMPACT provides the ability to adjust for HI or LOW impact when terminating wires as follows:

1. **Use LOW on 88-type connectors and with 24- and 26-gauge conductors on 66-type connectors.**
2. **Use HI on 66-type connectors using 22-gauge or larger conductors.**

Additionally it has combined two versatile tools in the handle:

1. **Hook — used to remove wires from any style block or used to help trace wires**
2. **Spudger — designed for removing the cross-connect module from the mounting bracket**

Personal Protection Equipment
Safety Glasses

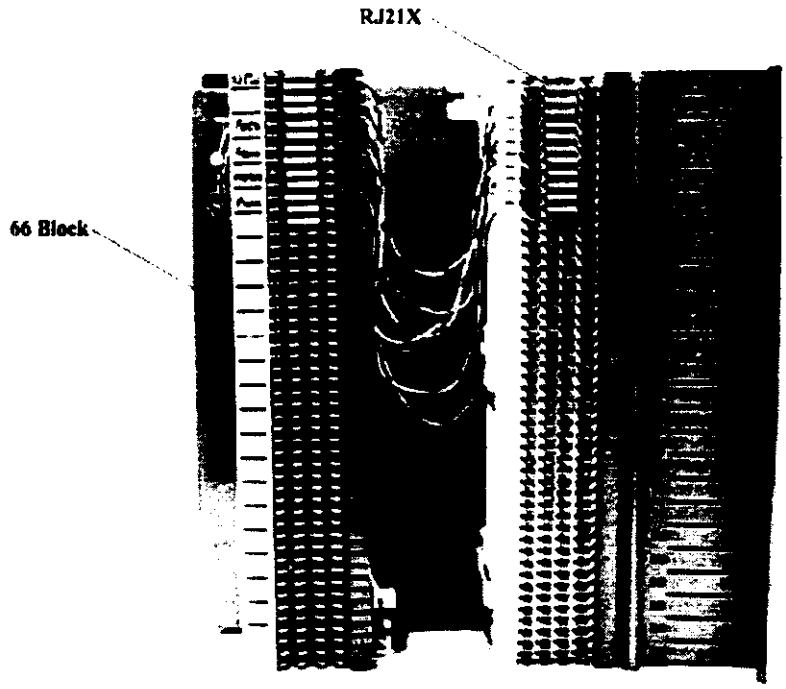
Step	Action
1	Select the wire to be terminated and feed through the fanning slot adjacent to the connector.
2	Place the wire in hook of terminal: **Tip** (white/blue) and **ring** (blue/white).
3	Position the **cutting end** of the D-914 tool over the terminal. **Ensure that the cutting edge of the blade is positioned over the scrap end of the wire.** Push the D-914 tool toward the block until the wire has been severed against the face of the block.
	INSTRUCTOR'S INITIALS_____

Next

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66M1-50 Connecting Block and RJ21X Jack



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Wire Termination - Terminate Cross-Connect in a Cross-Connect Box

Tools needed

long nose pliers
diagonal pliers
screwdriver C-3"
216C
FVD

Personal Protection Equipment
Safety Glasses

Step	Action
1	Route jumper wire in hole above assigned Facility One (F1) pair.
2	Pre-trim jumper wire conductor insulation.
3	Route jumper wire over the binding posts and wrap wire right to left.
4	Connect ring and tip sides of jumper wire to ring (right) and tip (left) sides of binding posts between the washers with 1/8 inches of exposed wire.
5	Connect ring and tip sides of jumper wire to ring and tip sides of binding posts to assigned Facility Two (F2) pair.
	INSTRUCTOR'S INITIALS _____

Next

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Wire Termination - Terminate 2-pair Aerial Service Wire to NC25 Type Terminal - D2 Terminator

Tools needed

2-pair aerial service wire (ASW)
long nose pliers
diagonal pliers
216C tool
FVD

Personal Protection Equipment
Safety Glasses

Step	
1	Prepare the ASW in accordance with your locally approved practice, exposing at least 12" of conductor.
2	Route the ASW into the terminal from the left side through one of the grommeted ports. Secure the ASW in the terminal by tying a knot in the outer installation
3	Leave enough slack in each conductor to reach any binding post in the terminal
4	Terminate ring and tip conductors to ring and tip binding posts of assigned pair. Using a 216C1 tool, turn the subscriber side drive bolt counterclockwise, backing the subscriber side driver off until it clicks in the "up" position.
5	Insert pair into subscriber side entry port until the pair passes over the blue insert inside the module and stops.
6	Hold conductors in place while lowering the driver to the "down" position by turning the driver bolt clockwise.
7	Store other pair out of the way. Leave enough slack to reach any binding post in terminal.
	INSTRUCTOR'S INITIALS _____

Note: The illustrations on the following page show routing ASWs through the drive rings after attaching the ASW to the pole from the **RIGHT** or **LEFT** side and **TERMINATING** the conductors in the terminal.

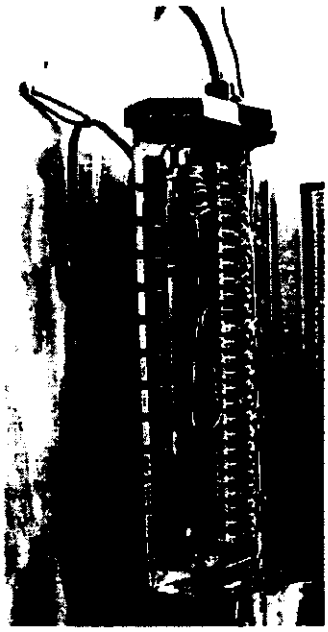
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RIGHT SIDE

LEFT SIDE





TERMINATED IN TERMINAL

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Wire Termination - Ground Wire Types

Tools needed #14, 12, 10 and 6 gauge ground wires
diagonal pliers

Instructions Answer the following fill-in the blank questions.

1. #14 gauge ground wire is used to ground _____.
2. #12 gauge ground wire is used to ground _____.
3. #10 gauge ground wire is used to ground _____.
4. #6 gauge ground wire is used to ground _____.

Have your instructor check your answers.

INSTRUCTOR'S INITIALS _____

Next Turn to the next page. Continue to view Tape #3 *"Wire Termination."*

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Wire Termination - Terminate 2-pair Aerial Service Wire to Aerial Type Terminal

Tools needed

2-pair aerial service wire (ASW)
long nose pliers
diagonal pliers
216C tool
FVD

Personal Protection Equipment
Safety Glasses

Step	Action
1	Route ASW to opposite side of assigned binding posts.
2	Push wire through rubber grommet.
3	Leave enough slack to reach any binding post.
4	Tie the insulation into a knot.
5	Terminate ring and tip conductors to ring and tip binding posts of assigned pair.
6	Store other pair out of the way.
	INSTRUCTOR'S INITIALS _____

Next

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Wire Termination - Cross-Connect in Buried Plant Cross-Connect Box

Tools needed

long nose pliers
diagonal pliers
screwdriver C-3"
216C
FVD

Personal Protection Equipment

Step	
1	Route jumper wire to assigned F1 (feeder) pair.
2	Pre-trim jumper wire insulation.
3	Connect ring and tip sides of jumper wire to ring and tip sides of binding posts between the washers.
4	Connect ring and tip sides of jumper wire to ring and tip sides of F2 (distribution) binding posts.

Next

Turn to the next page. Continue to view Tape #3 *"Wire Termination."*

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Wire Termination - Terminate Buried Service Wire in a Pedestal

Tools needed

long nose pliers
buried service wire
cloth or paper towels
diagonal pliers
216C tool
FVD

Personal Protection Equipment
Safety Glasses
Kevlar Gloves

1	Route BSW through the BSW channel into the pedestal.
2	Bond BSW to grounding source by removing approximately 1½" of insulation.
3	Remove 42" of insulation from the BSW.
4	Clean jelly from conductors with cloth or paper towels.
5	Route BSW through routing rings. Leave enough slack to reach any binding post.
6	Terminate BSW conductors to binding posts.
7	Store excess wire.
8	Store other pair by coning.

Next

Turn to the next page. Insert Tape #4 *"Wood Surface Termination - Aerial."*

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Wood Surface Installation - Aerial Service Wire

Tools needed See video for tool list.

Step	Action
1	Mount drop wire hook with 1¾ inch wood screw (first attachment).
2	Attach Aerial Service Wire (ASW) to drop wire hook with S-clamp.
3	Make final attachment using an E-clamp.
4	Mount 2-pair ONI to wooden surface.
5	Mount protector adapter to ONI.
6	Mount protector to ONI.
7	Attach ground wire to protector with #10 ground wire.
8	Staple ground wire to wooden surface with proper staple spacing.
9	Place yellow ground tag to ground wire.
10	Attach ground wire to Multi-Grounded Neutral (MGN) with Fargo Clamp.
11	Attach ASW to protector: Red to ring side and green to tip side.
12	Connect red and green conductors from kit of parts to ring and tip side of protector.
13	Connect station wire conductors (red and green) to tip and ring of kit parts.
14	Staple station wire to surface using proper staple spacing.
15	Mount jack using wood screws.
16	Connect (splice) station wire conductors to conductors of the jack.
	INSTRUCTOR'S INITIALS _____

Next Turn to the next page. Insert Tape #5 *"Wood Surface Termination - Buried."*

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Wood Surface Installation - 6-Pair ONI

Tools needed

Personal Protection Equipment
Safety Glasses
yellow warning tag
2 inch wood screws
burnishing tape
5-pair buried service wire (BSW)
fargo clamp
protector adapter
staple gun
tool box
protector
station wire
paper towels
wall jack
#10 ground wire
ground strap
bond
6-pair ONI

1	Mount 6-pair ONI housing.
2	Mount protector adapter.
3	Mount protector.
4	Ground protector with #10 ground wire.
5	Terminate ground wire to MGN.
6	Terminate kit of parts to protector.
7	Terminate BSW to protector.
8	Place conduit on BSW to protect wire.
9	Mount wall jack to surface.
10	Staple inside wire from ONI to jack using proper staple spacing.
11	Terminate inside wire to ONI kit of parts.
12	Terminate inside to wall jack.
13	Place cover on kit of parts.
	INSTRUCTOR'S INITIALS _____

Next

Turn to the next page. Continue to view Tape #5 *"Wood Surface Termination - Sheetrock Attachments."*

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Sheet Rock Attachments - Flush Mounted Wall Jack

Tools needed

tool kit
two (2) molly anchors
flush mounted wall jack
inside wire

Personal Protection Equipment
Safety Glasses

Step	Action
1	Mount jack to sheet rock surface using molly anchors.
2	Route inside wire to jack using proper staple spacing.
3	Terminate inside wire to conductors of jack.
4	Place cover on jack.
	INSTRUCTOR'S INITIALS _____

Next

Turn to the next page. Insert Tape #6 *"INI-200, Masonry Attachment, CRW1."*

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Sheet Rock Attachments - Inside Network Interface - INI 200

Tools needed

tool box
inside wire
INI 200

Personal Protection Equipment
Safety Glasses

SEQ	Action
1	Mount INI to outlet.
2	Terminate inside wire conductors to INI.
3	Place cover on INI.
	INSTRUCTOR'S INITIALS _____

Next

Turn to the next page. Continue to view Tape #6 *"INI-200 - Masonry Attachments - CRW1."*

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Masonry Attachments - Aerial Service Wire and ONI

Tools needed

tool kit
drop wire hook
anchor
2-pair aerial service wire
S-clamp
E-clamp
2-pair ONI
#10 ground wire

Personal Protection Equipment
Safety Glasses
Goggles
Work Gloves

1	Drill hole in center of brick.
2	Mount drop wire hook with proper anchor.
3	Attach aerial service wire to drop wire hook using an S-clamp.
4	Make final attachment using an E-clamp.
5	Mount ONI to masonry surface.
6	Ground ONI.
7	Route ground wire to masonry surface with clamps.
8	Terminate ground wire to Multi-Grounded Neutral (MGN).
	INSTRUCTOR INITIALS _____

Next

Turn to the next page. Continue to view Tape #6 *"INI-200 - Masonry Attachments - CRW1."*

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C-Rural Wire Installation

Tools needed

tool kit
j-hook
107A2 terminal
plastic drive rings
bridle wire
C-Wire
C-Wire wrap
C-Wire closure

Personal Protection Equipment
Safety Glasses
Work Gloves

Step	Action
1	Drive j-hook into pole at proper angle.
2	Attach C-wire wrap to C-wire.
3	Make a drip loop at end of C-wire.
4	Clear ends of C-wire and place cap on end of conductors.
5	Access wire with 107A2 terminal.
6	Terminate BSW conductors to proper lugs on closure.
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Module 4c - Mobile Homes

Module 4c - Mobile Homes

Introduction

This module is designed to provide you with the knowledge and skills required to safely provision telephone service in mobile homes.

Objectives

Upon completion of this module, the student will be able to safely:

- test for foreign voltage
- place a C and B Temporary Bond
- ground the protector
- bond the mobile home to the protector, and
- install service and inside wire.

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Overview

What's in this module?

This module gives wiring procedures for providing telephone service to permanent type mobile homes and follows BSP 461-220-100BT.

Emphasis is placed on how to safely:

- test for foreign voltage
- run a C and B Temporary Bond
- ground the station protector, and
- bond the mobile home to the protector.

This module does not address telephone wiring for recreation vehicles (RVs) or boats. That information is covered in another module.

For telephone wiring information on recreational vehicles and boats, refer to Section 461-220-101BT.

What is a permanent type mobile home?

A permanent type mobile home is a full-time residential structure, seldom moved and usually set on supports such as jacks or concrete blocks.

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Important Safety Information



Defects in electrical equipment or wiring in a mobile home may energize the unit and present an electrical hazard to persons in or near it.

If a hazardous condition is found to exist, the craft person must proceed no further until the supervisor has been informed and the condition corrected.

Instances have occurred where the chassis of the mobile home has been connected to the "hot" side of the electrical wiring making it hazardous to touch or attempt to bond to a telephone ground.

188A



<u>ALWAYS</u> test the chassis and metal skin of a mobile home with either the 188A, FVD, or equivalent test set to detect foreign hazardous voltages.

FVD



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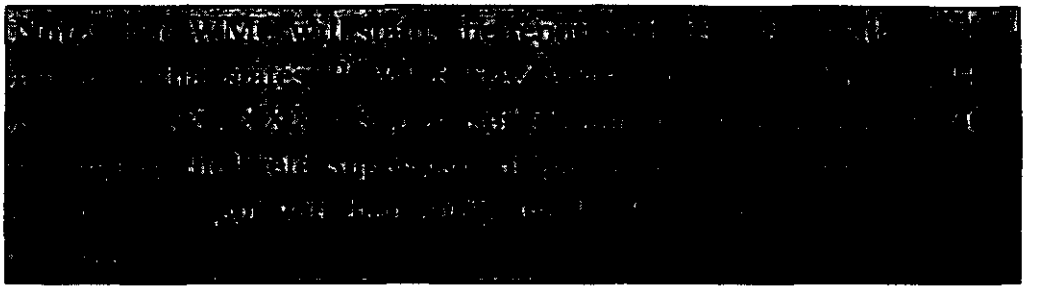
What to do if a hazardous condition is found?

The craft person should:

- inform the occupant or trailer park manager (if available) of any hazardous condition found and leave **Form RF-6879** with the appropriate blocks checked, and
- notify his/her supervisor of the hazardous condition

If the technician is on a trouble then he/she should:

- advise their supervisor of the hazardous condition, and
- call the WMC and have the trouble statused RFC (Refer to Field Supervisor). This is to prevent a subsequent dispatch until the hazardous condition has been cleared.



If the technician is on a Service Order he/she should:

- incomplete the Service Order for the reason of Subscriber Other (SO), and
- complete the narrative section of the Service Order indicating that a hazardous condition has been found. This is to prevent a subsequent dispatch until the hazardous condition has been cleared.

When will the trouble report be reissued?

After the Field Work Group Supervisor notifies the Work Management Center (WMC) that the hazardous condition has been cleared.

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When will the Service Order be reissued?	After the Business Office is called by the customer and notified that the hazardous condition had been cleared.

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Job Planning

What is job planning?

Job Planning is:

- the way you plan your work day
- making safety a priority
- deciding ahead of time what tasks should be performed
- deciding the order in which tasks should be performed, and
- focusing on the customer.

Pre Installation job planning

Spend time planning how you want to perform the installation. Planning ahead can save a lot of time and effort by considering how you will:

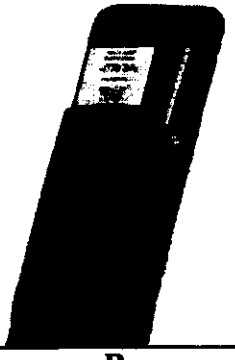
- perform the site survey
- test the mobile home for foreign voltage
- bond and ground the mobile home
- run the service wire and inside wire, and
- determine what equipment and materials are needed to complete the work order.

Note: You want to minimize the number of trips to the vehicle; this is a key component to achieving ITP standards.

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Overview of Installation Procedures

What to do first The following procedures must be followed in the order given when providing service at the ONI/protector and installing station wiring inside the mobile home.

	Action
A  	Upon arrival at the mobile home location and while walking toward the door to establish customer contact, test the skin of the unit for foreign voltage with a 188A, FVD, or equivalent test set.
B	Additional voltage tests must be made on the skin, chassis, or any other metallic components at locations along the unit where work operations will take place and physical contact with these components may be made.
C 	While wearing insulating gloves, place a: • C Temporary Bond between the power service ground wire or rod and the mobile home chassis (frame). • B Temporary Bond on Double Wide homes where the two chassis units may not be bonded or bolted together.
D	Install the Outside Network Interface (ONI)/Protector.
E	Ground the protector.
F	Install service wire, if necessary, and connect to the protector.
G	Install wiring between the ONI/Protector and the station.
H 	While wearing insulating gloves, remove the: • B Temporary Bond and then the • C Temporary Bond.

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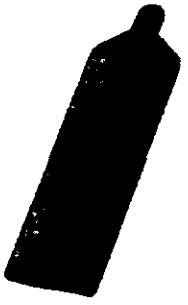
Testing for Foreign Voltage



Before making bodily contact with the mobile home or even knocking on the door, verify the presence or absence of hazardous voltage on the mobile home body and chassis.

How do you test for foreign voltage?





Using the 188A, FVD, or equivalent test set:

- First make sure the test set is operational.
- Then, test all metallic objects in the workplace including screw heads, chassis bolts, binding posts, terminal lugs, or other unpainted areas.
- If you are working on a double wide mobile home, test the chassis of both units.

Note: Additional voltage tests must be made on the skin, chassis, or any other metallic components at locations along the unit where work operations will take place and physical contact with these components may be made.

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Site Survey

Perform a Site Survey first

After testing for foreign voltage the next step is to perform a site survey of the surrounding area around the mobile home. Hazardous or irregular pole lines and non-standard clearances should be avoided.

If unsatisfactory conditions are found, refer them to your supervisor before proceeding with the installation.

What to look for?

As you survey the area surrounding the mobile home, determine:

- how the power is provided to the mobile home
- if the power source is hard wired or plug-and-cord connected
- where the power service equipment is located and the method of disconnecting it if required
- if the power service is within 30 feet of the mobile home
- if the power service is grounded
- what route the power feeder takes to the mobile home, and
- if there are exposed electrical wiring and other hazards around or underneath the mobile home.

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Why are we making such a "big deal" out of safety?

Because safety is a "big deal." The safety department tells us:

- Mobile homes have been found to be energized.
- CATV feeds have been found to be energized.
- Power company feeds have been wired incorrectly and not grounded.
- Mobile homes have tested OK with the 188A/FVD, and when the AC kicked on, they became energized.
- Electrical conditions can change when a bond or ground is placed.



Bottom line—it can be very dangerous to work on mobile homes; improper attention in this area can cause injury or death.

What to do if a hazardous condition exists

Do not proceed with the installation until your supervisor has been contacted and the condition has been corrected.

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C Temporary Bond

What's next?

After the site survey and voltage test have been completed, the next step is to place a C Temporary Bond between the power service ground wire or rod and the mobile home chassis (frame). This bond will remain in place while performing all premise wiring work operations around or beyond the ONI/Protector.

Note: If you are unable to place a C Temporary Bond:

- Don't proceed any further and
- Contact your supervisor.

Single wide mobile home

Perform the following steps to place a C Temporary Bond on a single wide mobile home:



- Put on insulating gloves.
- Attach the small clip of the C Temporary Bond to the power company ground.



- Attach the larger clip to the mobile home chassis (frame). You may have to scrape off some of the paint or undercoating to get a good metallic connection. Do not attach this clip to screws, bolts, or any part of the mobile home other than the chassis.

When the work has been completed, remove the large clip from the mobile home chassis first, and then remove the small clip from the ground.

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What to do if the bond overheats or smokes

- Avoid contact with the bond, the mobile home, wiring, trailer post, or protector.
- Contact your supervisor immediately.
- Do not attempt to remove the C Temporary while the trailer is energized.

Once the electrical hazard has been cleared, remove the C Temporary Bond by first removing the large clip from the mobile home and then the small clip from the power company ground.

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B Temporary Bond

Double wide mobile home

A double wide mobile home consists of two single chassis units that may or may not be bonded or bolted together. They should be temporarily bonded together with a B Temporary Bond while performing the work as follows:



- Wearing insulating gloves, follow the steps outlined on the previous page to attach a C Temporary Bond.
- Then, place a B Temporary Bond by attaching the small clip to the grounded and bonded first trailer chassis.



- Next, attach the large clip to the second unbonded chassis with no ground.

Leave the B Temporary Bond in place until all work is completed. When the work has been completed, remove the large clip first and then remove the small clip from the chassis.

What is the difference between the C and B bonds?

The only difference between the C and B bonds is the length. The C bond, which is 15 feet in length, is longer than the B bond. The clips of the C Temporary Bond are identical to the clips on the B Temporary Bond. The C Temporary Bond was developed primarily for use when working on mobile homes.

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Station Protector Placing, Grounding and Bonding Requirements

What's next

After installing the C and if necessary the B Temporary Bonds, the next step is to ground the protector. First, we need to look at bonding and grounding requirements.

Location and visibility of power service equipment

The bonding and grounding requirements for the station protector depend upon the location and visibility of the mobile home power service equipment or the power disconnecting means. The requirements also depend upon whether the electrical feeder conductors to the mobile home are hard-wired or plug-and-cord connected.

See Table B on the next page for station protector placing, grounding, and bonding requirements.

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Table B - Station Protector Placing, Grounding and Bonding Requirements

Power Service	ONI (Protector Location)	Grounding & Bonding Requirements
1. **Hard-wired**—power service equipment or disconnecting means within 30' and in sight of mobile home.	Maximum 12" from mobile home	Connect station protector ground terminal to power service equipment ground or to disconnecting means to ground.
2. **Plug-and-cord connected**—power service equipment or disconnecting means within 30' and in sight of mobile home.	Maximum 12" from mobile home	Connect station protector ground terminal to power service equipment ground or to disconnecting means to ground. Bond protector ground terminal to mobile home chassis.
3. **Hard-wired or plug-and-cord connected**—power service equipment or disconnecting means more than 30' from and not in sight of mobile home.	Maximum 12" from mobile home	Place Telco ground rod and connect to protector ground terminal. Bond protector ground terminal to mobile home chassis.

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National Electrical Code

National Electrical Code

The National Electrical Code requires the telephone and power grounds to be bonded and requires that an accessible means be provided at the electrical service for bonding other systems, such as the telephone, to the power grounding system. The choices for selecting an approved ground are prioritized as follows:

1. Power service ground wire
2. Power grounding electrode (ground rod), or
3. An accessible connector provided on the exterior of the power service equipment (main circuit breaker panel).



Do not connect protector grounds to:

- Metallic cable shields
- Gas pipes
- Electrical service branch circuit conduit
- Armor of BX cable
- Interior of any electrical box
- Aluminum conduit, or
- Plastic pipes.

NOTE:

All protector grounds and bonds should be as short and as straight as practical and should be located where future visual inspections can be made. Avoid making sharp bends in grounding and bonding conductors.



The L1 or L2 ground wire tag, as appropriate, shall be placed at the connection of the Telco ground wire to the approved ground source.

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Grounding the Protector

Exposed cable vs unexposed cable

Before going into the specifics of grounding protectors, it is important that you know the difference between exposed and unexposed cable. By definition:

Cable, wire, strand, etc. which **are subject** to disturbance by lightning, possible contact or induction from electric circuits in excess of 300 volts to ground, or ground potential rises from nearby power generating stations or substations are considered **exposed** cable, wire, or strand.

Cable, wire, strand, etc.,which **are not** subject to the above conditions are considered **unexposed** cable, wire, or strand.

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When and what to ground

To aid in determining when and what to ground to, Table A has been developed. This job aid will take the guess work out of the grounding process. All protectors **must** be grounded as outlined in this table.

Can service be installed where a power service ground is not available?

Telephone service may be installed where a power ground is not provided or is inaccessible. However, the customer should be informed immediately of the need for a power ground and be requested to notify the telephone company when the ground has been provided.

What is the purpose of the station protector?

All working and non-working telecommunications pairs exposed to power and/or lightning that are terminated in a mobile home require protectors.

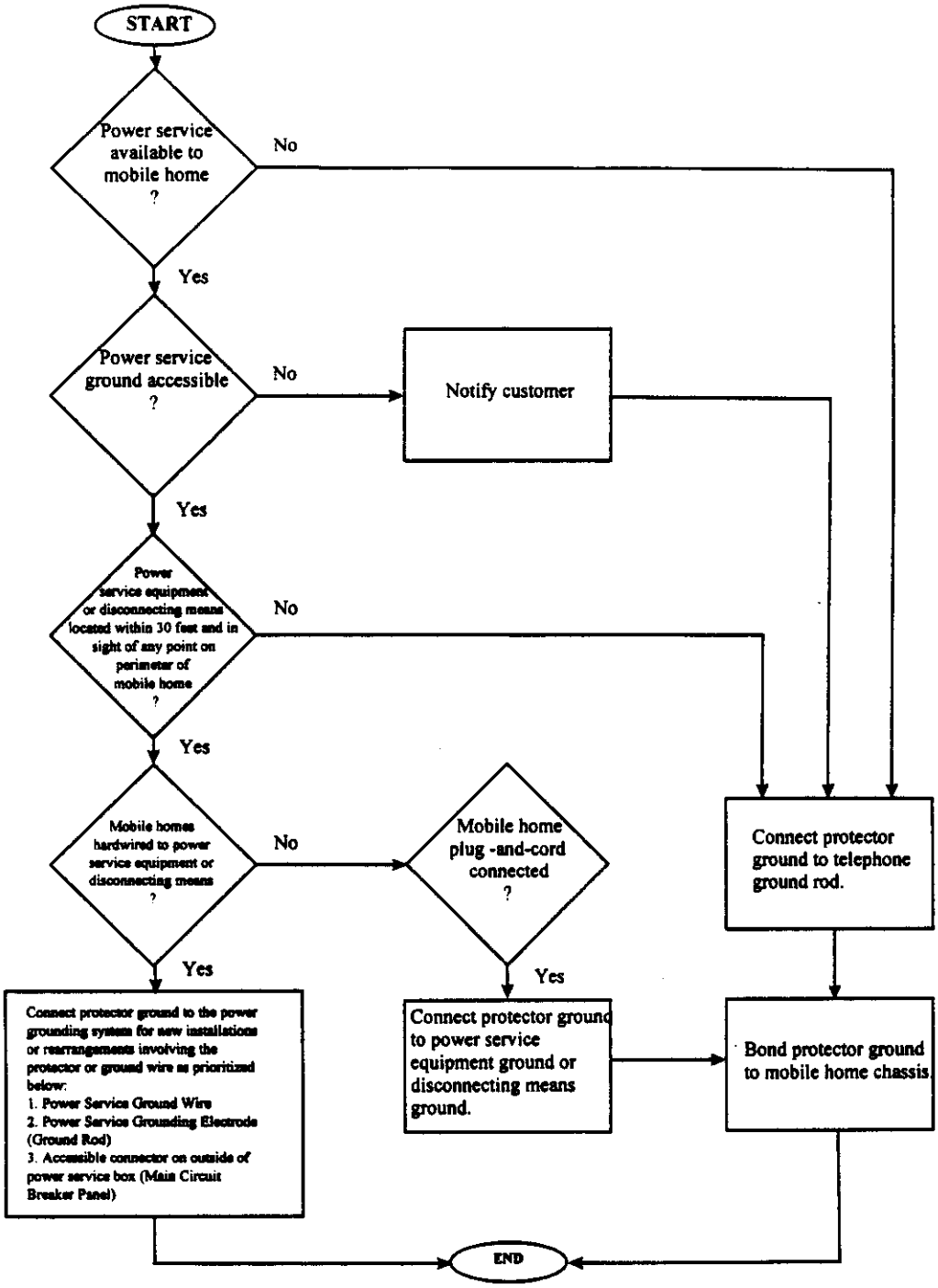
Station protectors are used in areas where telephone plant is considered exposed. They are designed to provide safety to customers and telephone company personnel and to limit damage to telephone equipment from high voltage. Protector units limit the magnitude of a foreign voltage at the station by arching to ground and by shorting permanently to ground when there is excessive follow-through current.

The station protector ground should be connected to the power grounding system. When you have separate power and telephone grounds, these separate grounds must be bonded together using a No. 6 ground wire.

This situation occurs when the power ground is inaccessible at the customer premise. The technician will ground the station protector to a telephone ground rod and then bond the ground rod to the metallic cold water pipe. Telephone grounding and bonding conductors should always be as short and straight as possible.

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Table A



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Use 10 gauge wire or larger

The protector should be grounded with No. 10 or larger ground wire.

Note: We no longer install No. 12 ground wire.

See Table C below

Table C

Ground wire capacity

Ground wire size	Maximum number of protectors per unit
No. 12	2
No. 10	6
No. 6	7 or more

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Ground Rods

When to use

Per BSP 462-005-100BT -

When no power service exists on the premises, it will be necessary to install a telephone ground rod for grounding the protector.

Install a ground rod for each protector. Bond all protectors together using a No. 6 AWG wire.

A multiple station protector may be connected to an array of three telephone ground rods, spaced at least 5' apart, and bonded together with No. 6 AWG wire. No more than three ground rods need to be placed.



When a ground rod is to be installed for a protector ground, be sure to locate the underground power and any other obstructions or possible hazards.



Insulating gloves and safety glasses must be worn whenever a ground rod is being installed.

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Separate ground rods

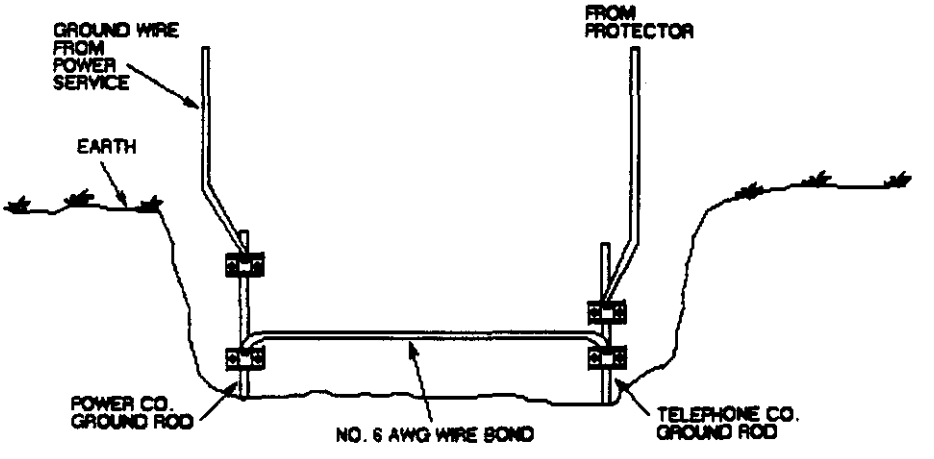
If the power ground system is inaccessible or power is not present at the structure, install a ground rod for each protector. Bond all protectors together. No more than three ground rods need be placed. Space ground rods at least 5' apart

Separate grounding rods should always be bonded together to limit the potential differences between them and their associated wiring systems.

CAUTION

For mobile home applications, existing Telco ground rods within 30' of the power service equipment or disconnecting means must be bonded to the power ground source with a No. 6 ground wire that is buried deep enough to prevent being damaged. See the diagram below.

When digging is required to bury wire, use only tools with handles made of wood or other insulating materials to prevent electrical shock. Also, don't forget to wear your insulating gloves and safety glasses.



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Locate and Install Ground Rods

Where and How

Locate and install a ground rod as follows:

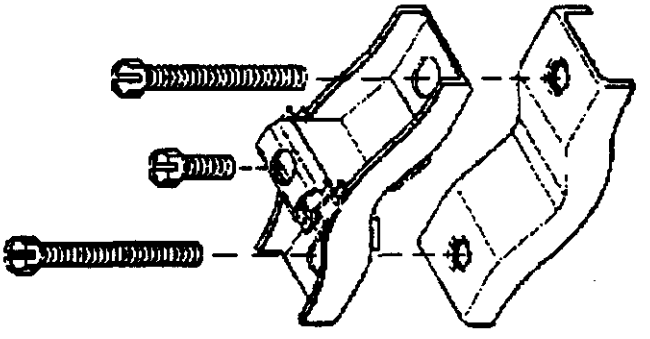
- where it is least likely to be damaged or tampered with
- approximately 12" from the outside walls
- approximately 2' from the base of wooden poles or posts when possible, and
- if buried power exists, a ground rod shall not be installed until its exact location is determined. If the exact location cannot be determined, contact your supervisor.

Drive the ground rods in until the top of the rod is at least 3" below ground level. If digging is likely, increase this depth. See the diagram on the opposite page.

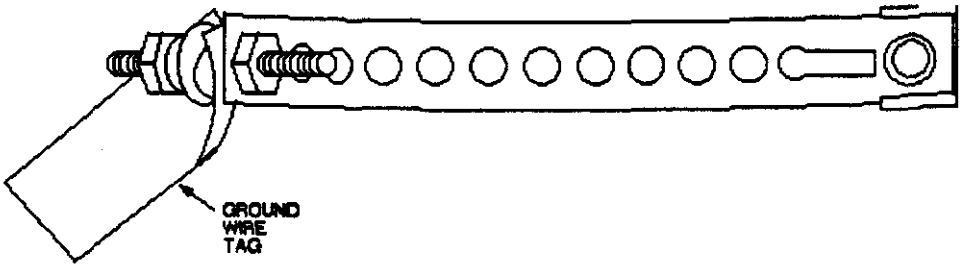
Use a C or universal ground clamp for connecting ground wire to E ground rods.

If you feel that the ground wire may at some future time be damaged or tampered with, protect the ground wire with station ground wire molding.

BC ground clamp



Universal ground clamp



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Bonding the Chassis to the Protector Ground

Use a No. 10 or larger ground wire

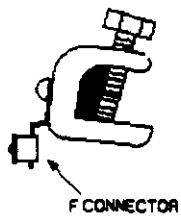
It is required that a No. 10 or larger ground wire be used when bonding the mobile home chassis to the protector. See Table A for requirements. The bond wire can be the same size as the protector ground wire. This will allow the protector ground wire to be looped around the protector terminal and extended to the chassis to serve as a continuous bond wire as well. Next, the appropriate size Insulator Support or B Beam Ground Clamp may be used. Clean a small area on the surface of the chassis to remove the paint or protective coating to ensure a metallic connection can be made.

Prior to 1976

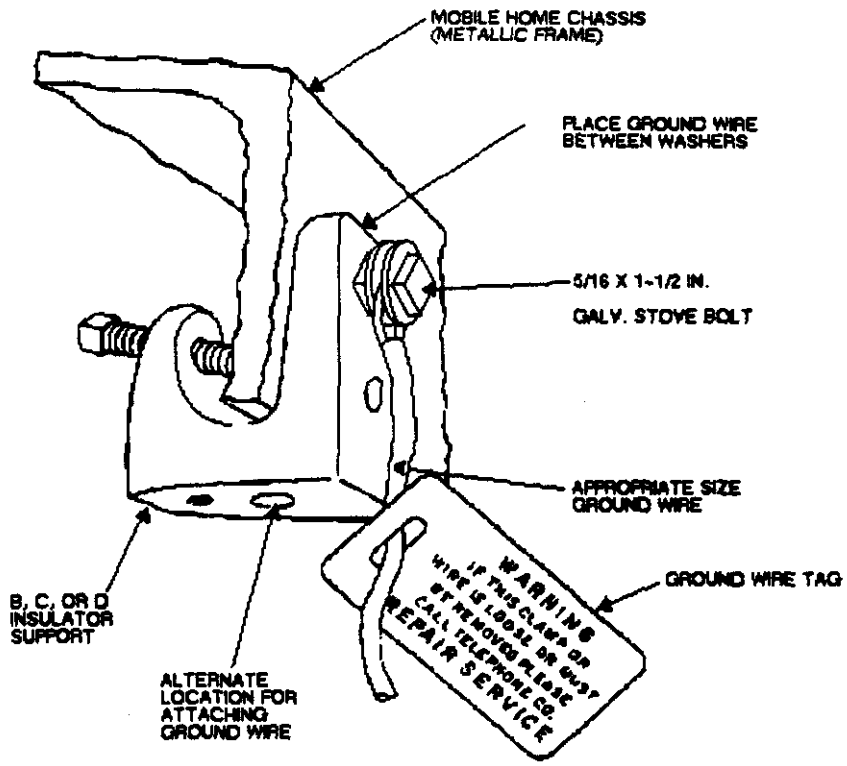
Mobile homes manufactured prior to June 21, 1976 and those manufactured after that date that do not display the medallion signifying inspection by the Federal Department of Housing and Urban Development (HUD) may not have the green wire equipment grounding conductor bonded to the chassis. A bond must be placed between the station protector ground terminal and the chassis for these mobile homes.

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B Beam ground clamp



Insulator support



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Installing Station Wire

Important considerations

The most important word in *mobile home* is *home*. Make sure you demonstrate the same care and concern for a mobile home installation as you would for any home installation.

The construction of a mobile home is similar to a frame building construction except that the structure is mounted on a metal chassis. The heating ducts, sewer lines, and water pipes are usually run down the center of the mobile home.

The mobile home electrical wiring may be placed underneath and down the center, in the outside walls and ceiling, to the outlet boxes, approximately 12" above the floor.

When electrical wiring is placed underneath the mobile home, the wires may be exposed or unexposed between the sub-flooring and the rodent, or insulating material underneath the sub-flooring out to the power outlets.



Before drilling holes through the plywood sub-floor and rodent/insulating barrier material, the following methods and procedures should be followed:

- Determine where the customer desires the connecting blocks/jacks to be placed.
- Survey the route for placing station wire beneath the mobile home.
- Determine if the electrical wire is placed exposed or unexposed between the plywood board and the rodent/insulating barrier, inside the walls, or in the ceiling.
- Locate where the heating ducts, sewer lines, and water pipes are installed.

In mobile homes where heating ducts, sewer lines, water pipes, and power wires are exposed and it has been determined from the survey that the work can be performed safely, work operations may begin.

Where mobile homes have unexposed heating ducts, sewer lines, water pipes, and power wires installed, the homes must be surveyed very carefully to prevent damage to this equipment and personal injury.

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Beginning installation work

Once a complete survey has been made and it is determined that the installation work can safely proceed, perform the work operations as follows:



- Insulating gloves must be worn while drilling unless a double insulated drill is being used.
- Avoid contact with any metallic components until the drill bit is removed from the hole. Drill only until the bit is through the plywood sub-floor. Slowly push the drill bit through insulation/rodent barrier material without causing any damage.



- After the hole has been drilled and the bit is extended beneath the unit, the drill bit must be tested with a 188A/FVD or equivalent voltage tester prior to attaching station wire that will be pulled back through the hole as the drill is removed.



- Seal the holes drilled by placing tape around each wire to prevent air and moisture into the home.
- Terminate the wiring at the connecting blocks/jacks.
- Place B drive ties on the 2"x6" floor joints and/or B insulator supports equipped with bridle rings to the outriggers to support the station wire at about 8" intervals. The wire should be placed secure enough to prevent sagging . Should sagging occur, pull the slack out of the wires at the network interface. B ground wire clamps may be used on each wire if necessary.
- Attach a B ground wire clamp to the floor joints next to the network interface.
- Terminate the wire to the network interface.

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Installing Service Wire

Service to mobile home

Service to a mobile home is provided in one of two ways:

- buried service wire or
- an aerial drop.

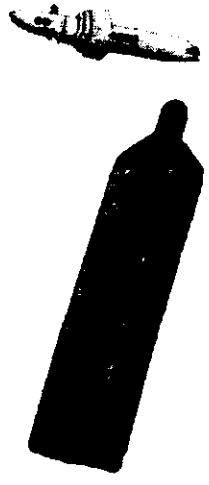
Each method has its own procedures.

Aerial drop wire

Aerial drop wire must never be connected directly to the mobile home. The customer must provide a post having minimum dimensions of 4"x4" and a minimum height of 10' above ground. All standard wiring clearances must be observed.

Buried service wire

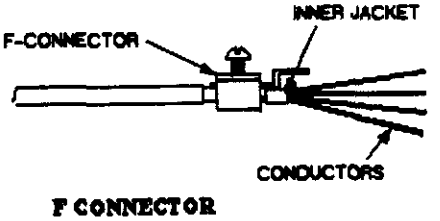
Buried service wire may be in place and terminated on the protector or buried to within close proximity of the mobile home in which case it will be necessary to terminate it on the protector.



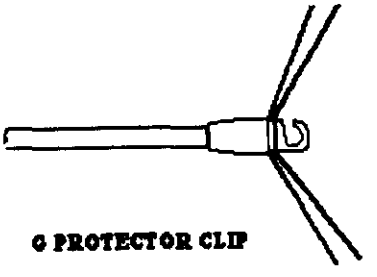
Before handling the non-terminated buried service wire, test the shield, the metal siding, and the mobile home chassis with the voltage tester to make sure they are not energized. If voltage is detected, do not proceed until your supervisor has been contacted and the condition has been corrected.

When terminating buried wire on the protector, connect the shield of the wire to the protector ground terminal with an F connector or G protector clip as shown in the diagram below.

F connector and G clip



F CONNECTOR



G PROTECTOR CLIP

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Insert Tab for Acronyms and Terminology Here

BELLSOUTH TELECOMMUNICATIONS, INC.

FL PSC DOCKET NO. 990750-TP

STAFF'S 1ST REQUEST FOR PRODUCTION OF DOCUMENTS

POD NO. 2

INCREMENTAL TAX RATES EXPRESSED ON VARIOUS BASES - YEAR 1998

AREA	GROSS RECEIPTS NET TAX	GROSS RECEIPTS REVENUES	GROSS RECEIPTS TAX RATE
Florida	31,338,361	2,319,338,633	1.3512%

INCREMENTAL TAX RATES EXPRESSED ON VARIOUS BASES - YEAR 1998

AREA	GROSS RECEIPTS TAX RATE FROM TAX OFC	GROSS RECEIPTS TAX FACTOR ISSUED BY US*	AD VALOREM & OTHER TAX FACTOR
Florida	0.013512	0.013697	0.006496

*Grossed-up Gross Receipts Tax Factor issued by us: Tax Rate / 1 - Tax Rate

BellSouth Telecommunications, Inc.
Separations Study
for the Year Ended 12/31/97

Description	Expensed Tax	Intrastate								
		Local Service including Priority Line	Message Toll - Includes WATS	Private Line Toll	Access - Includes Special	Miscellaneous Revenues			Uncollectible	Total Intrastate
						Directory	Rent	Other		
Florida										
State Utility Tax	54,709,512	44,048,011	2,914,004	1,348,270	338,761	0	0	0	(709,109)	48,950,785
PSC Fee	4,362,732	3,495,884	162,102	101,212	488,549	42,469	16,562	170,691	(7,899)	4,362,732
Local Franchise & License Tax	10,437,366	10,639,662	0	0	0	0	0	0	(202,296)	10,437,366
Total Taxes	69,499,609	58,181,557	2,167,148	1,441,481	745,349	42,469	16,562	170,691	(909,302)	61,749,854
Less Passed-on Taxes	30,391,913	29,950,644	872,994	1,144,482	229,043	0	0	0	(402,852)	30,794,371
Net Tax	31,107,697	28,231,888	1,294,152	297,000	516,307	42,469	16,562	170,691	(506,526)	31,038,483
Revenue		1,049,385,339	66,639,766	66,668,694	228,643,648	23,849,634	9,742,383	270,376,343	(33,111,336)	2,469,162,568
Ratio of Net Tax/Revenue		1.2693%	1.9139%	0.4322%	0.2200%	0.1779%	0.1779%	0.0631%	1.5109%	1.1997%
Ratio of Total Tax/Revenue		2.6547%	2.6339%	2.6329%	0.3261%	0.1779%	0.1779%	0.0631%	2.5109%	2.3849%

POD Item No. 2
Attachment No. 1
Page 2 of 2

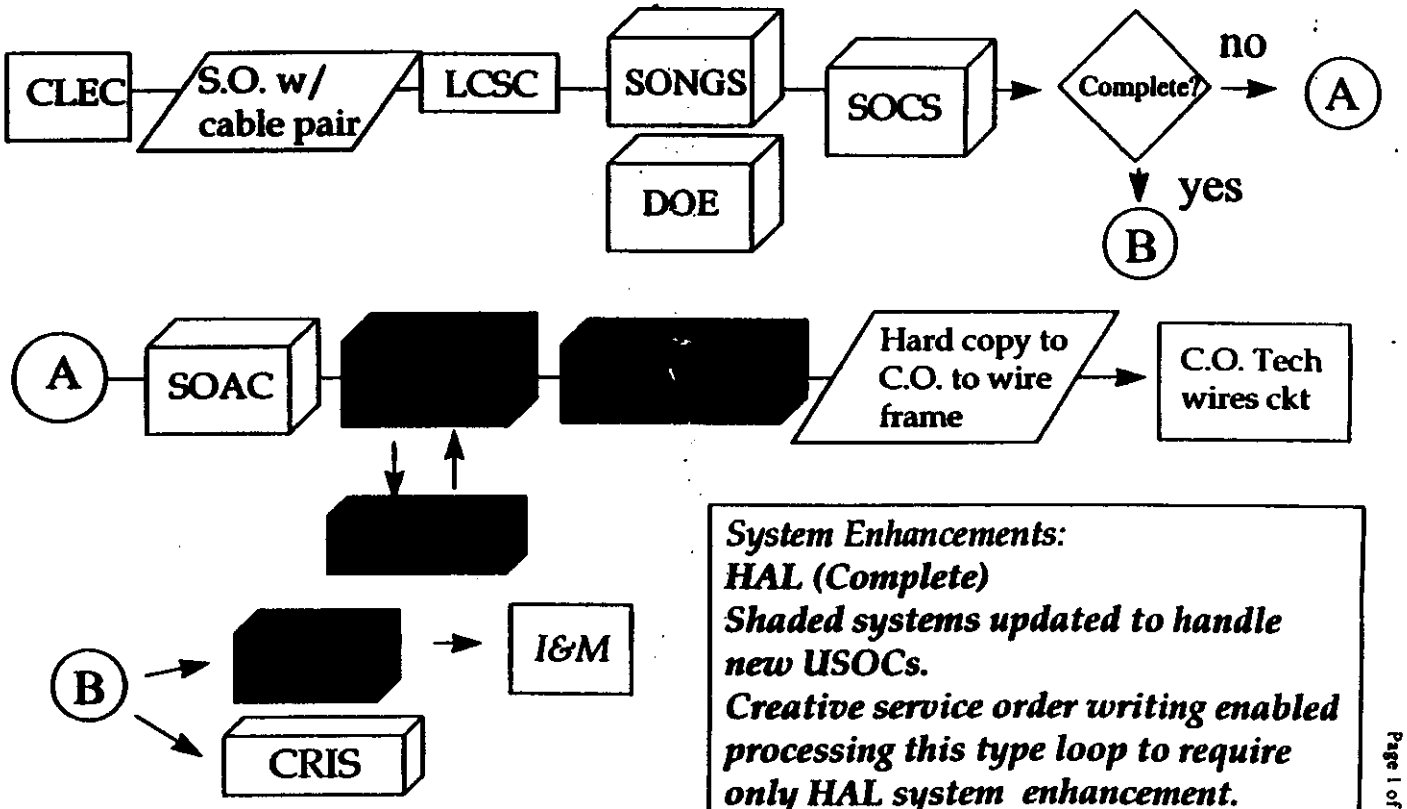
BELLSOUTH TELECOMMUNICATIONS, INC.

FL PSC DOCKET NO. 990750-TP

STAFF'S 1ST REQUEST FOR PRODUCTION OF DOCUMENTS

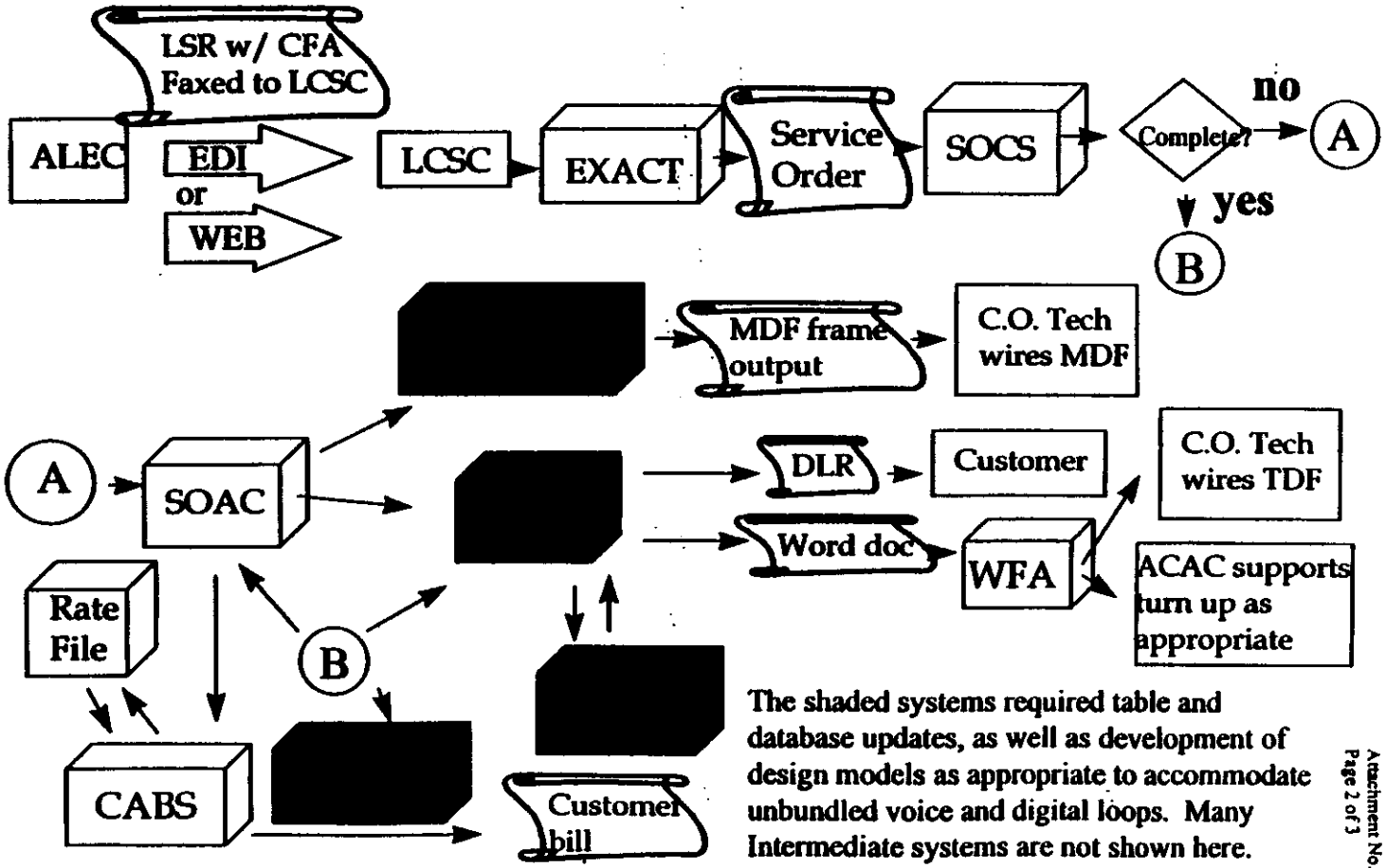
POD NO. 4

Nondesign Unbundled Loop Flow



System Enhancements:
HAL (Complete)
Shaded systems updated to handle new USOCs.
Creative service order writing enabled processing this type loop to require only HAL system enhancement.

Design Unbundled Loop Flow



The shaded systems required table and database updates, as well as development of design models as appropriate to accommodate unbundled voice and digital loops. Many Intermediate systems are not shown here.

UVL - Service Levels

Service Level One (SL1)

- Non-designed
- 2- wire loop start only
- Does not offer any testing
- Design Layout Record not included
- Loop makeup is available for an additional charg

UVL - Service Levels (cont'd)

Service Level Two (SL2)

- Designed
- 2-wire or 4-wire circuit
- Loop Start, Ground Start, or Reverse Battery
- Provisioned with SMAS test points
- Design Layout Record included
- Recurring price covers some costs associated with testing, isolation, and/or repair

Legal Department

MICHAEL P. GOGGIN
General Attorney

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150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5561

October 6, 1999

Via Hand-Delivery

Diana Caldwell
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 990750-TP (ITC^DeltaCom)

Dear Ms. Caldwell:

Enclosed is BellSouth Telecommunications, Inc.'s ***Revised*** Response to Staff's First Set of Interrogatories (Interrogatory No. 3), dated September 2, 1999.

Sincerely,

Michael P. Goggin (AW)

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

CERTIFICATE OF SERVICE
Docket No. 990750-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

(+) Hand-Delivery and U.S. Mail this 6th day of October, 1999 to the following:

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Michael P. Goggin (pw)
Michael P.Goggin

*Signed a Protective Agreement

REQUEST: Please refer to both witnesses Varner's and Caldwell's direct testimony. At page 11, lines 14-22 of witness Varner's testimony, he states that the rates previously ordered by the FPSC are "appropriate" because BellSouth's "cost studies are generic," the "costs do not vary," and therefore the "costs that this Commission has already used to establish rates for AT&T, MCI, and other ALECs should be the same for ITC^DeltaCom or for any other ALEC." However, witness Caldwell states in her direct testimony at page 9, lines 2-3, that some inputs have been updated to the 1998-2000 time period.

(a) Please identify which inputs have been updated and what changes have resulted.
(b) Please explain why cost studies incorporating updated inputs to support rates for the services that were previously ordered by this Commission (e.g., 2 and 4 wire ADSL and HDSL) have not been submitted in this proceeding.

RESPONSE: (a) Inputs and updates to the cost for a 2-wire analog loop filed in Docket No. 990750-TP compared to the cost filed in Docket Nos. 960833-TP/960846-TP/960757-TP/971140-TP/960916-TP are identified in the following table:

Cost Study Input	Updated to 1998/2000	Comment/Changes
Material (Cable/xbox)	Yes	EOY 1997 Material Price
Utilization - Cable	Yes	EOY 1997 Utilization adjusted per FPSC order
DLC/MUX	No	Vendor Prices did not change
Drop Wire/NID	Yes	EOY 1997 Material Price with additional adjustments per FPSC order
1995 Loop Sample	No	Most recent loop characteristics
Res/bus mix	No	Adjusted for FPSC order
MDF	Yes	Updated switch weightings & SCIS-MO

Inputs and updates to the cost for a 2-wire analog voice grade loop have been made to reflect the differences associated with SL-1 and SL-2 loops.

RESPONSE: (Continued)

The OSS costs (F.1.61, F.1.62, and F.1.7) filed in this proceeding are new cost elements. Therefore, all inputs are new and updates are not applicable.

In addition to the above cost study inputs, the loadings and factors were updated to the 1998 to 2000 planning period. This includes the following items:

BellSouth Regional Telephone Plant Indexes
Investment Inflation Factors
Inplant Loadings
Supporting Equipment and Power Loadings
Land and Building Loadings
Pole and Conduit Loadings
Plant Specific Expense
Ad Valorem and Other Taxes
Gross Receipts Tax Factor
Labor Rates

Also, cost of capital, depreciation, taxes, and shared and common costs include adjustments as ordered by the Commission in Order No. PSC-98-0604-FOF-TP. The methodology for loadings and factors is described in Section 4 (Pages 28 to 40) of BellSouth's cost study filing. Supporting data is provided in Appendix B (Pages 772 to 913) and POD Item No. 4.

RESPONSE: (Continued)

(b) There were no updates to any UNE rates that were previously ordered by this Commission. Updated cost studies for 2 and 4 wire ADSL and HDSL Compatible Loops or other previously filed unbundled network elements have not been submitted, since BellSouth does not propose in this proceeding that these rates be changed from those previously ordered by this Commission in Docket Nos. 960833-TP/9600846-TP/960757-TP/971140-TP/960916-TP.

The only cost elements that have been filed are those for 2-Wire Analog Voice Grade Loops-SL1 and SL2, OSS Electronic Interface and OSS Manual Processing. These cost elements were not previously filed. Although a cost study for 2-Wire Analog Voice Grade Loops was previously filed, it did not distinguish between the SL1 and SL2 cost elements.

RESPONSE PROVIDED BY:

Robert McKnight & Charles Lee
Directors
3535 Colonnade Parkway
Birmingham, AL 35243

Legal Department

MICHAEL P. GOGGIN
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5561

October 18, 1999

Via Hand-Delivery

Diana Caldwell
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 990750-TP (ITC^DeltaCom)

Dear Ms. Caldwell:

Enclosed is BellSouth Telecommunications, Inc.'s Responses and Objections to Staff's Second Set of Interrogatories and Second Request for Production of Documents, dated September 28, 1999.

Sincerely,

Michael P. Goggin

Michael P. Goggin

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

RECEIVED
OCT 13 1999
FLORIDA PUBLIC SERVICE COMMISSION
LEGAL DIVISION

CERTIFICATE OF SERVICE
Docket No. 990750-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

(+) Hand Delivery and U.S. Mail this 18th day of October, 1999 to the following:

Diana Caldwell (+)
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
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BellSouth Center
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Tel. No. (404) 335-0794
Fax. No. (404) 658-9022

Michael P. Goggin

*Signed a Protective Agreement

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE ME, the undersigned authority, personally appeared Lynne G. Brewer, who being first duly sworn deposes and says:

That she occupies the position of Manager, Headquarters Regulatory and is the person who has furnished answers to these interrogatories No. 27 through No. 69 and further says that said answers are true and correct to the best of her knowledge and belief.

WITNESS my hand and seal this 18th day of October, 1999.

Signature Lynne G. Brewer

Michaele F. Holcomb

Notary Public

State of Georgia

My Commission Expires:

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

REQUEST: For purposes of the following request, please refer to Exhibit DDC-2, page 5.

(a) Referring to the third bullet point, please describe the methodology used to include the nonrecurring costs associated with fall-out orders in the Per LSR-Ongoing Processing rate element.
(b) Is Exhibit DDC-4 the complete study that is described in Exhibit DDC-2 and whose results are summarized in Exhibit DDC-3?
(c) If the response to (b) is affirmative, please identify where in Exhibit DDC-4, by line number and Bates-stamped page number, adjustments are made to include the nonrecurring costs associated with fall-out orders in the Per LSR-Ongoing Processing rate element.
(d) If the response to (b) is negative, please identify all other documents that, together with Exhibit DDC-4, would constitute the complete study described in Exhibit DDC-2.
(e) Referring to the seventh bullet point, please describe, for each of the years 1996 through 2001, the nature of the capital-related equipment that is attributed to the OSS Electronic Interface, Per LSR – Development and Implementation rate element in the cost study.
(f) Referring to the seventh bullet, please describe the computations employed that result in only one year's capital-related cost being recovered in the study for capital additions made in 2001.

RESPONSE:

(a) The methodology used to include the nonrecurring costs associated with fall out orders in the Per LSR-Ongoing Processing cost element is:

1. Multiply the anticipated fall out rate for each year by the average time to work a LSR manually in the Local Carrier Service Center to compute average labor hours.

2. Multiply the average labor hours by the hourly labor rate.

(b) Yes.

(c) See Page No. 53, Line Nos. 20 to 23 and 37 and Page No. 61, Line No 169.

(d) Not applicable.

(e) There are no capital-related equipment costs in the OSS Electronic Interface, Per LSR – Development and Implementation cost element (F.1.61). All capital related costs are in the Ongoing Processing cost element (F.1.62). Also see response to Item 32(a).

(f) The TELRIC Calculator© calculates the annual cost of the investment. The annual cost for investment added in 2001 is multiplied by one so that only one year of annual cost is included.

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-2, page 6.

(a) Is the cost included in the OSS Electronic Interface, Per LSR – Ongoing Processing related to the nonrecurring costs due to fall-out orders computed by multiplying the fall-out probability (6.67%) times the average labor time required (.42 hours) times the average LCSC labor rate?

(b) If the response to (a) is negative, please describe the calculation used.

RESPONSE: (a) See the response to Item No. 27(a).

(b) See the response to Item No. 27(a).

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000003, Please describe the nature of each of the expense items listed under Other Expenses.

RESPONSE: The nature of the expense items listed under Other Expenses is:

Sys Dev/Enhance/Implem - the costs of the development and enhancements for LENS, LEO, LESOG, BSOG, TAG, and EDI performed by contracted personnel.

Other Dev - consulting fees, materials and Corporate Communications expenses.

Software RTU Fees - software-Right-To Use fees.

Testing Requirements Dev – costs of developing testing requirements for LENS, LEO, LESOG, BSOG and EDI developed and written by contracted personnel.

Billing Proj Mgmnt - contracted costs for project management functions associated with billing.

Billing Dev - contracted costs for program development functions associated with billing.

Trbl M&R Sys Dev - contracted costs associated with development and enhancements to Trouble Maintenance and Repair systems, CLEC TAFI and ECTA.

Trbl M&R Sys Oth Dev - consulting fees, materials and Corporate Communications expenses for CLEC TAFI and ECTA.

RESPONSE: (Cont.)

Trbl M&R Sys SW RTU Fee - software Right-To-Use fees for CLEC TAFI and ECTA systems.

Trbl M&R Sys Requirements - contracted costs attributed to requirements developed and written by contracted personnel for CLEC TAFI.

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000004.

(a) For each of the entries under the category "Function," please describe the nature of each expense or activities listed.
(b) To the extent that some of the activities codes shown on page 000004 are the same as those listed on page 000003 (e.g., Sys Dev/Enhance/Implem), please explain how the activities and resulting direct cost amounts differ.
(c) Referring to the installation work times shown on page 000004, are derivations of these work times provide elsewhere in Exhibit DDC-4
(d) If the response to (c) is affirmative, please identify the pages where these work times are derived.
(e) If the response to (c) is negative, please provide derivations of each of these work times.

RESPONSE:

(a) The nature of the entries under the category Function are:

Sys Dev/Enhance/Implem - BST labor costs for the development and enhancements of the Operational Support Systems Electronic Interfaces.

Billing Proj Mgmnt - BST labor cost for project management functions associated with billing.

Billing Team Rep - BST labor costs attributed to Billing Team Development meetings.

Proj Mgmnt - BST labor costs for personnel who performed project management and project coordination functions for LENS, LEO, LESOG, BSOG and TAG projects.

RESPONSE: (Continued)

Trbl M&R Sys Dev/Implem - BST labor costs associated with the development of the Trouble Maintenance and Repair systems, CLEC TAFI and ECTA.

El Req/Dev Criteria - BST labor costs associated with BST Electronic Interface Group development of requirements and acceptance criteria.

El Test Plans Dev – BST labor costs associated with BST Electronic Interface Group developing test plans.

(b) The functions on Page No. 3 performed by contracted personnel. The similar functions on Page No. 4 are performed by BST personnel.

(c) Yes.

(d) For derivation of worktimes, see Page Nos. 30, 32 to 33, 35 to 36, 38 to 43, 45 to 48, and 50 to 57.

(e) Not applicable.

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000005.

(a) Please describe the nature of each of the expense items listed under the category "Other Expenses."

(b) Please describe the nature of each of the expense items listed under the category "Labor Expenses."

RESPONSE: (a) The nature of each of the expense items listed under the category Other Expenses are:

Application Mtce - costs resulting from contracted personnel maintaining and supporting LENS, LEO, LESOG, BSOG, TAG, EDI and billing applications.

Other Support Costs - material, consulting fees and Telcordia charges for LENS, LEO, BSOG, TAG and EDI. Also included are costs for contracted personnel performing USOCs and Service Order Edits.

Software Mtce - contracted costs to maintain software purchased for LENS, LESOG, BSOG and TAG.

Hardware Op Support - contracted costs for contracted personnel to operate LENS, LEO, LESOG, BSOG, TAG and EDI hardware.

Hardware Mtce - contracted costs for personnel to provide maintenance for LENS, LESOG, BSOG and TAG hardware.

RESPONSE: (Continued)

Trbl M&R Appl Mtce - costs attributed to contracted personnel maintaining and supporting CLEC TAFI applications.

Trbl M&R Oth Support - costs such as materials to maintain CLEC TAFI and ECTA.

Trbl M&R Software Mtce - contracted costs attributed to the maintenance of purchased software for CLEC TAFI.

Trbl M&R Hardware Op Supp - costs attributed to contracted personnel operating CLEC TAFI hardware.

Trbl M&R Hardware Mtce - contracted costs for maintenance to CLEC TAFI hardware.

(b) The nature of each of the expense items listed under the category Labor Expenses are:

LENS Sys Support - BST labor costs to provide ongoing support of the LENS system.

LEO Sys Support - BST labor costs to provide ongoing support of the LEO system.

TAG Sys Support - BST labor costs to provide ongoing support of the TAG system.

Trbl M&R Sys Support - BST labor costs to provide ongoing support of the CLEC TAFI system.

Trbl Resolut Units Supp - BST labor costs for the Trouble Resolution Unit to provide ongoing support.

RESPONSE: (Continued)

Supp/Update Rate Database - BST labor costs to provide ongoing billing support by updating the Rate Database.

Test/Bill Verify/Guides - BST labor costs to provide ongoing billing support by providing testing, bill verification functions and maintaining Implementation guides.

Billing Prgm Mtce - BST labor costs to provide ongoing support of the billing applications.

Commission Coordination - BST labor costs to provide ongoing regulatory support related to electronic interfaces.

ICS Operations Support - BST labor costs to provide Electronics Interfaces and Change Control support.

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000006.

(a) Please describe the nature of the entries shown associated with FRCs 530C and 630C.

(b) Please identify the document, and the location in such document, that contains the derivation of the Material amount shown for 530C.

(c) Please identify the document, and the location in such document, that contains the derivation of the Material amount shown for 630C.

RESPONSE:

(a) The entries shown associated with FRCs 530C and 630C represent the mid-range computers, servers, personal computers and terminals needed to provide the electronic interfaces to the Operational Support Systems and Trouble Maintenance and Repair.

(b) For derivation of the Material amount shown for 530C, see Page Nos. 031 to 32, 34 to 35, 37 to 38, 40 to 42, 44 to 47, 49 to 50, and 62.

(c) For derivation of the Material amount shown for 630C, see Page Nos. 31 to 32, 34 to 35, 37 to 38, 49 to 50, and 62.

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000009, entitled Volume Insensitive.

(a) For each of the entries under the category "Function," please describe the nature of each expense or activities listed.
(b) Referring to the installation work times shown, are derivations of these work times provided elsewhere in Exhibit DDC-4?
(c) If the response to (b) affirmative, please identify the pages where these work times are derived.
(d) If the response to (b) is negative, please provide derivations of each of these work times.

RESPONSE: (a) See response to Item No. 31(b). The nature of additional expenses or activities listed under Function on Page No. 9 are:

LESOG Sys Support - BST labor costs to provide ongoing support of LESOG.

BSOG Sys Support - BST labor costs to provide ongoing support of BSOG.

(b) Yes.

(c) For derivation of worktimes, see Page Nos. 31 to 32, 34 to 35, 37 to 38, 40 to 42, 44 to 47, 49 to 50, and 58 to 61.

(d) Not applicable.

RESPONSE PROVIDED BY: Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped pages 000010, entitled "Volume Sensitive."

(a) For each of the entries under the category "Function," please describe the nature of each expense or activities listed.

(b) Referring to the installation work times shown, are derivations of these work times provided elsewhere in Exhibit DDC-4?

(c) If the response to (b) is affirmative, please identify the pages where these work times are derived.

(d) If the response to (b) is negative, please provide derivations of each of these work times.

RESPONSE:

(a) See response to Item No. 31(b).

(b) Yes.

(c) For derivation of worktimes, see Page Nos. 51 to 53 and 59 to 61.

(d) Not applicable.

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purpose of the following request, please refer to Exhibit DDC-4, Bates stamped page 000012.

(a) Please describe the nature of the expenses or activities associated with the Proc LSR Fallout.
(b) Referring to the installation work time shown, is a derivation of this work time provided elsewhere in Exhibit DDC-4?
(c) If the response to (b) is affirmative, please identify the pages where this work time is derived.
(d) If the response to (b) is negative, please provide a derivation of this work time.

RESPONSE:

(a) The nature of the expenses or activities associated with the Manually Proc LSR fall out are the weighted BST labor costs to manually process the mechanized Local Service Requests that fall out.

(b) Yes.

(c) For derivations of worktimes, see Page No. 53.

(d) Not applicable.

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 00004. Please describe the nature of the specific expenses or activities associated with the Function Service Order Processing.

RESPONSE: BellSouth believes this request is referring to Page No. 14 and has responded accordingly.

The nature of the specific expenses or activities associated with the function Service Order Processing include the following manual activities of a BellSouth Service Representative:

1. Enter the Local Service Request information into an existing BellSouth service order system.
2. Fax notification to the Competitive Local Exchange Carrier once a Firm Order Confirmation status is returned from the system.

The above activities are not submitted via a BellSouth Electronic Interface.

RESPONSE PROVIDED BY: Charles Lee
Director
3535 Colonnade Parkway
Birmingham, Al 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000015.

(a) Referring to lines 7 and 8, please describe the activities performed during each of the years indicated, including an identification of what enhancements were made.

(b) Referring to lines 9, 10, 12 and 13, please describe the nature of the activities performed in each of the years indicated, including an identification of what enhancements were made.

(c) Referring to line 15, please explain to what "IT Program Dev Headcount" refers.

(d) Referring to lines 20-22, please describe the specific support and maintenance activities made in each of the years indicated.

(e) Referring to the LENS equipment entries on lines 29-37, is each of these items dedicated exclusively to LENS?

(f) If the response to (e) is negative, please identify for what other program or functions such equipment is associated.

(g) Referring to line 36, please explain what a "midrange" is.

(h) Referring to line 37, please describe the specific LENS hardware support performed in each of the years indicated.

(i) Referring to lines 41-44, 46, and 47, please describe the nature of the activities performed in each of the years indicated, including an identification of what system developments were made.

RESPONSE:

(a) These activities relate to the overall program management of LENS and include such functions as statusing, scoping, contract management, milestone tracking, and improvement processes. Enhancements are identified in the following locations of Attachment No. 1:

Year	Page No.
1996	NA
1997	1
1998	6 & 7
1999	12 & 13
2000	NA
2001	NA

(b) These activities relate to the overall program management of LENS and include such functions as planning, analysis, design, construction, implementation, and management. For enhancements, see the locations of Attachment No. 1 provided in the response to (a) above.

(c) IT Program Dev Headcount refers to the number of full time equivalent BST IT people performing program development functions.

RESPONSE: (Continued)

(d) The support and maintenance activities for each year are:

1. Break/Fix (application errors, outages)
2. Data Maintenance (error clean-up and correcting problems from broken interfaces)
3. Mandated Configuration Changes (vendor package/operating system/infrastructure upgrades)
4. Proactive Maintenance
5. Capacity Planning
6. Testbed Support
7. Technical Training

(e) Yes.

(f) Not applicable.

(g) A mid-range is a minicomputer or type of computer platform that provides distributed computing.

(h) The support activities for each year are:

1. Ongoing maintenance of all LENS hardware.
2. Operating system software installation, customization, configuration, and various other operating system software functions.

RESPONSE: (Continued)

(i) The nature of the activities are the same as those described in the responses to (a) and (b) above for LENS, except that the activities for these lines relate to LEO. Enhancements are identified in the following locations of Attachment No. 1:

Year	Page No.
1996	NA
1997	2
1998	7, 8 & 9
1999	13 & 14
2000	NA
2001	NA

RESPONSE PROVIDED BY:

Vickie Beachley
Manager
675 West Peachtree Street
Atlanta, GA 30375

ENCORE ENHANCEMENTS (1997-PRESENT)

1997

EDI		RELEASE
2929	Interim "REJECTS" including Fatal Errors & Clarifications	1.2

LENS		RELEASE
1185	Add ability for stand-alone dcty listing	1.0
1183	Add ability for suspension and restoral of svc	1.0
1186	Add ability for viewing LSR	1.0
1553	Add additional logic to calculate additional switches	1.0
2577	Allow 0 due date for V order when only a PIC is changing.	1.0
1908	CSR - Expanded TN Number/Miscellaneous Number	1.0
1910	CSR Access Using Circuit Number	1.0
1905	CSR Credit History	1.0
1173	CSR via LENS and HAL to CLEC	1.0
1521	Display zip code in LENS	1.0
2164	Don't display directory listings section on activity type = W.	1.0
2165	Don't require PIC or LPIC on activity type = W.	1.0
1643	Due Date Calculation should handle > six lines	1.0
1220	Incorporate password aging to meet our security variance.	1.0
1593	LENS calculate due date differently for Conv as is & Disconnect	1.0
2190	LENS must process ALL LEO statuses	1.0
2232	LENS not calculating '0' due date for conversion as is	1.0
2529	LENS?RNS COmparison Reports	1.0
1301	LEO ability to obtain and record FOC Viewing event from WEB	1.0
2541	Mechanically Populate Appropriate Codes for Additional Listing	1.0
1284	New TE and TOS codes in LEO/LENS/LESOG	1.0
1785	Printing of CSR's	1.0
2537	Provide ability to view CSRs in Louisiana	1.0
2234	Provide Positive Feedback Acknowledgement on Password Change	1.0
2258	Quick Service	1.0
1296	Regional Testing (Basic - w/o Needed Enhancements)	1.0
1290	Regional Testing (Enhanced)	1.0
1602	Specify screens in LENS to eliminate need for scrolling	1.0
1744	Statistical Reports	1.0
1676	Validate User Authorization (CSR Access)	1.0
1026	WEB Ability to get error lists by Co. Code from LEO	1.0
1025	WEB Ability to get order status from LEO	1.0
1028	WEB Ability to get specific LSR errors from LEO	1.0
1302	WEB ability to submit LSR to LEO	1.0
1707	Allow CLECs to View Features for Multiple Services	1.1
2771	Credit history feature for FL	1.1
2794	Need ability to move line class of svc USOC to top	1.1
2846	Remove Credit History for Alabama	1.1
2991	Add NPA 336 in North Carolina for NPA Split	1.3
2940	Add NPA 678 Overlay in Georgia	1.4

LEO/LSRR		RELEASE
2063	Add New Line Class of Service for UNEs	1.0

2188	Allow blank class of service on "D" activity	1.0
2572	Allow Multiple Directory Listings for a Telephone Number	1.0
1900	AT&T Disconnect Completion Confirmations - TN	1.0
2235	AT&T Measurement - FOC and 'PIC Only' Work Order Completion	1.0
1479	Automatic Cancellation of LSRs CR1479	1.0
2270	Capability to provide Feature information for UNEs	1.0
1200	Change Edit on Freeze PIC in LEO	1.0
1851	Change LEO CCNA Edit	1.0
1899	Disconnect Completion Confirmations for AT&T	1.0
1011	EDI PC Package Integration	1.0
1580	FOC and Completion on Disconnect Orders	1.0
1002	Generic CLEC Capability	1.0
1879	Indicator so that LESOG will not recalculate the Due Date	1.0
1266	INP - Interim Number Portability	1.0
1199	Interim Enhanced FOC (SOCS TN)	1.0
1029	LEO ability to obtain and record FOC Viewing event from WEB	1.0
2168	LEO LOCBAN Change	1.0
1268	LINP - Loop with Interim Number Portability	1.0
2090	LOC Data for RSAG Validation	1.0
1261	LOOP	1.0
1191	LSR Submission Priority	1.0
1718	LSR Trapping Requirement	1.0
1201	New TE and TOS codes in LEO, LENS, and LESOG	1.0
1476	No. 1476 CUID Display Revision (CR1476)	1.0
1015	Phase 2 Data Elements (CR0026D)	1.0
1264	PORT	1.0
2187	Relax edit on LSO related to reqtype "E"	1.0
2186	Relax requirement on TE related to "d" activity.	1.0
1180	Resolve PON/VER #/LSR Mismatch	1.0
1007	Service Order Format Sequencing	1.0
2231	UNEs USOCs-BCS & Ftrs	1.0
2157	Update routing requirement # R1 3.1.4-30300	1.0
1298	WEB Ability to get error lists by Co. Code from LEO	1.0
1297	WEB Ability to get order status from LEO	1.0
1299	WEB Ability to get specific LSR errors from LEO	1.0
1159	WEB ability to retrieve list of unviewed FOC/CN LSR to LEO	1.0
1158	WEB ability to retrieve LSR from LEO	1.0
1157	WEB Ability to submit LSR to LEO	1.0
2595	NPA Split 9/12/97 for MS 601/228 and TN 615/931	1.1
2870	Pull SOCS TN in LEO	1.1
3035	AT&T UNEs Handled as Generic CLEC	1.2
2884	Interim "REJECTS" including Fatal Errors & Clarifications	1.2
1736	Jeopardies	1.2
3018	Add NPA 336 in North Carolina for NPA Split	1.3
2427	Provide loss of Customer Notification to MCI	1.3

LESOG		RELEASE
1924	Activity Type AVN options	1.0
1933	Add "1" Prefix to Error Conditions	1.0
2087	Add 8000 and 8001 to CLEC Table for Testing	1.0
1997	Add FIDs TBE & RCU to FID Table	1.0
1953	Add Files to Cancel Feature	1.0
2477	Add Indefinite Address Processing to LESOG	1.0
2037	Add LA Classes of Service	1.0
2062	Add New Line Class of Service for UNEs	1.0
2546	Add toggle for PSO indicator so existing cases can rerun w/o Er	1.0
1713	Additonal "C" Functions in LESOG	1.0
1925	Add'l Q acct for Georgia Comm	1.0
1533	AH8KC & BI WLC in KY S&E	1.0
2583	Allow Process of Quick Service	1.0
1548	ATT BTN	1.0
2436	BOCABS Module	1.0
1962	BOCABS Module Addendum	1.0
1569	Business AL in SB	1.0
1972	Caller ID Requires "CL" on LNECLSSVC	1.0
1401	CBK on CREX4	1.0
2134	Change BOCABS processing for LOCBAN for UNEs	1.0
2365	Change RESCN TN for AT&T	1.0
1613	Change RSAG Validation Process	1.0
1515	Change SLS CODEs & OPR IDs	1.0
2026	Check Feature Detail for NMC FID	1.0
1518	COMM NAME MISMATCH; RSAG vs EU CITY	1.0
2180	Correct LOC handling of RSAG BLDG & FLR	1.0
2077	Create New CLECs 2039 & 2076	1.0
1329	Delete WMR & WMQ in GA	1.0
1577	Discontinue Generation of IAVN L	1.0
2241	Don't Duplicate AH8 and 9LM	1.0
2058	ECCKT Temporary Test Blocker Fix	1.0
1581	FOC and Completion on Disconnect Orders	1.0
1174	Generation of "C" order by LESOG.	1.0
1871	Generic UNE D	1.0
1870	Generic UNE N	1.0
2057	Handle TBE on DT1	1.0
2519	House Number match limitation on Duplicate Number match	1.0
1714	IMS Password Expiration	1.0
1866	Indicator so that LESOG will not recalculate the Due Date	1.0
2027	INIT & INIT TELNO for RESCN & ZCBR	1.0
1977	INP Interim Number Portability	1.0
1689	LESOG Return Status for LEO Changes	1.0
1517	LISTING TYPE REJECT	1.0
1415	Locate LSRs in LESOG	1.0
2123	MFDP - North Carolina	1.0
1330	Names with Suffix	1.0
1667	National Telecommunications of Florida, Inc.	1.0
1285	New TE and TOS codes in LEO/LENS/LESOG	1.0
2125	NO AH8 in TN	1.0
1331	NO SA ON CSR	1.0
1549	OIM on D Orders	1.0

2230	On UNEs populate USOCs for either BCS or Features (LESOG & LEC	1.0
1550	OPCL in Non-fielded Ident D Orders	1.0
1960	P/SIMS Addendum	1.0
1276	Phase II Data Elements	1.0
2142	Populate IAVNL on order of N&D pair when other order canceled	1.0
1640	Populate UNE Billig USOC	1.0
1809	Production Monitoring Support	1.0
2092	Redesignate fields in which LOC data populated (for RSAG val.)	1.0
1965	REQTYPE=E Processing for Resale	1.0
1715	RESCN Regional	1.0
1928	Revise Cancel Process	1.0
2394	RSAG Access by TN on V & W Activity with HSE # Validation	1.0
2183	RSAG Change for QSN-Quick Serve Number	1.0
1206	Support for UNE LOOP 2W	1.0
1267	Support UNE INP	1.0
1273	Support UNE LOOP w/ Interofc Transport	1.0
1277	Support UNE LOOP w/ INTEROFC TRANSPORT & LNP	1.0
1265	Support UNE PORT	1.0
1412	Taskmate timeout enhancement	1.0
2283	UNE D Order Update	1.0
2130	UNE N ORDER UPDATE	1.0
1961	UNE N-order Addendum	1.0
2126	UNE PORT AND INP S&E UPDATE	1.0
1898	UNE PSIMS/SVC ORD	1.0
1963	UNE S&E Addendum	1.0
2088	UNE Toggle	1.0
2128	Update LESOG dflt err msgs for UNEs, CFA Verif., SS/RS, PBX	1.0
2129	Update LESOG processing to handle CFA validation for UNEs	1.0
1931	Update of LESOG test facility in support of UNE testing	1.0
2127	Update UNE LOOP Script with new LESOG features	1.0
1943	Upgrade CANCEL processing options	1.0
2329	Use LENS Desired Due Date as Due Date	1.0
1954	Validate UNE CLS SVC	1.0
1370	ZIP in DIR on CSR	1.0
2486	Create queueing for lesog.	1.1
2792	Update LESOG Table re TEST Q ACCT 8000 & 8001 Table	1.1
2281	Deny/Restore - C orders	1.2
2817	Expedite Interim Common CLEC Database for LESOG	1.2
2847	LESOG file cleanup script update	1.2
2751	LESOG issue NP disconnect when working service is denied	1.2
2943	LESOG STOP Generating NLC FID on N Orders	1.2
2923	LESOG STOP IBTN on C Orders	1.2
2119	Process Changes to Main TN via C orders	1.2
2280	Suspend/Restore - Full/Partial - C Orders	1.2
3014	Allow Processing Of W904 RSAG Returns in LESOG	1.3
3032	Ignore asterisk in DDA for Temporary Fix	1.3

3026	Modify LESOG To Not Process When SOCS Is Scheduled Down	1.3
1175	Support C Orders in LESOG instead of using N & D Orders	1.3
3062	Updates to CFN selection in COFFI	1.3

1998		
EDI		**RELEASE**
3321	Ability To Cut & Paste Field Data in EDI	2.0
2276	Ability to Electronically Notify CLEC of Non-Fatal Errors	2.0
2590	Change field and block names/labels in prep for rejects.	2.0
3312	Change LOCBAN Requirement to Min: 10, Max: 13 AN	2.0
2585	Copy 850 to an 860 (Copy/Change Function)	2.0
2591	Create "Qty" Column in Features Section of Features Screen.	2.0
2275	Electronically Return LSRs with Fatal Errors to CLECs	2.0
2265	Implement new EDI Industry standards for TCIF Issue 7	2.0
3238	Expand LN Overflow Field	2.1
3844	Relax Edits To Require LN and LA On Main Listings Only	2.4
3845	Delete Fields FPI and TBE from Conv As-Is 850 and 860	3.0
3846	Delete Resale and Retail/Unbundled fr REQTYP dropdown	3.0
3921	Expand valid entries for data element INPT to include D=LNP	3.0
3302	Increase field for FLR from 3AN to 12AN	3.0
3880	Request LESOG / BSOG process "J" Listing Reqtypes	3.0
4013	Allow only Upper Case Characters in PON in EDI-PC	4.0
4010	Basic Class of Svc Should Be Displayed & Req for Complex Orders	4.0
3935	EDI-PC Should Support Selection Of Port/Loop Combos	4.0
4473	Provide Pending Order Statuses to CLECs via EDI and TAG	4.1
LENS		**RELEASE**
3063	Change Client Name	1.4
3129	LENS Instance-Checking Process	1.4
3218	Extend TN reservation period	1.5
2552	Remember Addr. Data Entered in Inq. Mode for Future Transaction	1.5
2274	Ability to Electronically Notify CLEC of Non-Fatal Errors	2.0
2257	Add support for Supplemental types	2.0
3657	Allow list name code of "no listing"	2.0
3640	Change Feature Option in SUPPS	2.0
3313	Change LOCBAN Requirement to Min: 10, Max: 13 AN	2.0
2273	Electronically Return LSRs with Fatal Errors to CLECs	2.0
3625	LENS will remove AHN and Street Number	2.0
1784	Convert to new RSAG contracts	2.1
3236	Expand LN Overflow Field	2.1
3682	Improve LENS DDS file placement scripts.	2.1
2773	Modify address validation screen	2.1
3696	Provide Credit History and Return Check History in Alabama	2.1
2941	Add NPA 256 in Alabama	2.2
3335	Add NPA 828 in North Carolina	2.2
3337	Add NPA 843 in South Carolina	2.2
3235	Modify Security Time Out in LENS	2.2
3785	LENS checker that will work in conjunction with TIVOLI	2.3
3902	Provide Correct Due Date Calculation on Quick Service	2.5
3979	Add NPA 786 for Florida Overlay	2.6
4854	Florida NPA 407 Overlay	2.6
3699	Allow MCI Metro access to DOI and Deposit Info	3.0
2191	Display memory call & remote access call forward access	3.0
3916	LENS will reject asterisk and plus in LN data element field	3.0
3730	LEO/LENS need to match SOCS PON SOER edits	3.0

3946	Redirect current CLEC Repts to ICS Performance Data Whse	3.0
1885	View Local Service Itemization	3.0
3982	Add NPA 504/225 NPA Split for Louisiana	3.1
4122	Add Rates to LSI Data	3.1
4124	Display rates on CSR	3.1
4853	Georgia NPA 912 Overlay	3.1
4305	LENS: Allow Comma on Listing for Business TOS	3.1
4272	Reverse capitalization Of Listed Address	3.1
4453	The data warehouse IP changed to 90.14.153.150	3.1
3830	Allow LENS users to send cancel request when PONs in error	4.0
1886	CSR - Plus 54Pages	4.0
3227	Display Message When Zone Rate Mileage Applies	4.0
2553	Display Quick Service Telephone Number	4.0
3258	Increase Quantity of Available TNs Displayed to 25	4.0
4861	LENS to add edit for City/State on Addr Val Screen	4.0
4029	LENS to convert to RSAG Contract Version 15	4.0
3102	Modify LENS due date logic for SUPP 5	4.0
3257	Provide Calculate Due Date in Inquiry Mode	4.0
3723	Separate CNs & FOCs	4.0
4600	Change LENS Disc Due Date Logic	4.1
4735	Display Rates on LSI and CSR in Florida	4.1
3980	Kentucky 502 NPA Relief	4.1
4723	LENS back end build on build box	4.1
4661	LENS to display SOCS order status on View Status scrn	4.1
3816	Logging for Batch Scripts	4.1
5379	LPIC required in State of North Carolina	4.1
4943	LPIC required LA and MS	4.1
5621	Provide a CSR access report for Supra	4.1
1594	Provide ability in LENS to shorten search of PIC/LPIC	4.1
3256	Provide Order Summary Screen in LENS	4.1
4210	Type 01 Cancel Status in LEO & LENS	4.1
LEO/LSRR		**RELEASE**
3177	Add Single C Criteria to FOC Process & Outploc Rpt	1.4
3162	Processing FOCs (855) & CN (865) On UNE Orders	1.4
1193	Ability to Electronically Notify CLEC of Non-Fatal Errors	2.0
3629	Change Data Requirement for RTR	2.0
3630	Change Data Requirement for SUPP	2.0
3309	Change FOC/CN Process to Handle 2 RESH Codes on Single "C" Ord	2.0
3305	Change LOCBAN Requirement to Min: 10, Max: 13 AN	2.0
3315	Change LOCBAN Requirement to Min: 10, Max: 13 AN	2.0
3667	Code YPH Per Requirements Matrix	2.0
1004	Electronically Return LSRs with Fatal Errors to CLECs	2.0
1281	Expand use of SUP(Supplemental) fields & send all SUPs to LESOG	2.0
2263	Implement new EDI Industry standards for TCIF Issue 7	2.0
2920	Increase field for FLR from 3AN to 12AN	2.0
3166	LEO shd not execute INPT edit for listings only on INP	2.0
3668	Modify the Processing of 860 (SUPs) by LEO & LESOG	2.0
3641	One YPH Required per LSR	2.0
3659	Populate ENDUSER PHONE Fld with LSR LOCBAN TN	2.0
3665	Require SIC Once Per LSR	2.0
3237	Expand LN Overflow Field	2.1

3239	Expand LN Overflow Field	2.1
3608	LEO IS NOT DISPLAYING ALL DATA IN LA DIRECTORY FIELD	2.1
3809	Provide LEO Data to ACAC for Interim Flowthrough Rpt	2.1
3689	Suppression of LEO Error Messages in LENS	2.1
3047	Add NPA 256 in Alabama	2.2
3317	Add NPA 828 in North Carolina	2.2
3316	Add NPA 843 in South Carolina	2.2
3649	LEO needs to accept SOCS status of PCX as CN.	2.4
3827	LEO to edit for YPH & SIC in separate edits	2.4
3869	Relax Edits To Require LN and LA On Main Listings Only	2.4
3715	Implement SQL Select for LEO Data to ACAC	2.5
1805	Assign/access LSR by Screen Names instead of db/paging	3.0
3748	Expand valid entries for data element INPT to include D=LNP	3.0
2902	FOC Only Orders Canceled by CLEC, Not Co Rsns	3.0
3876	Implement Capitalization Rules in Directory Listing processing	3.0
4345	LENS: Allow Comma on Listing for Business TOS	3.0
3561	LEO/LENS need to match SOCS PON SOER edits.	3.0
3878	LESOG/BSOG to Process "R" Account ACT Type	3.0
3900	Add NPA 504/225 NPA Split for Louisiana	3.1
4089	Allow "AS IS" Listing Capability for Switch with Change	3.1
4219	Change error code 6055 on REQTYP C for INP	3.1
3496	Change to routing rules	3.1
3318	Enhance OUTPLOC (NDM) for UNEs, Cmplx Svcs, Other	3.1
3021	Interface between LEO and TAG (previously API & TAP)	3.1
4015	LEO-UNIX needs to pick up BTN based on OBTN when appl.	3.1
4431	Route LNP Test data to T1 Box	3.1
3387	Basic Class of Svc Should Be Displayed & Req for Complex Orders	4.0
2936	Change the OpenMail Destination ID of the Bad PON Report	4.0
3008	Customer cancel is not reflected on audit screen	4.0
2750	Display LSRs by date/time recieved	4.0
2854	F9 select process for available LSRs should include E status	4.0
3422	Hunting Numbers Should Follow A Defined Sequence	4.0
3161	LEO Should Reject Supps With Fatal Errors	4.0
4426	Separate CNs & FOCs	4.0
4392	Add "M" REQTYP and an EXPEDITE field to Svc. Rep. Profile	4.1
4627	Enhance OUTPLOC #3 (NDM) 4 Rsle, Cmplx Svcs, UNEs & Part Loss	4.1
4374	Enhance OUTPLOC (NDM) Resale, Cmplx Svcs, UNEs & Partial Loss	4.1
4987	Generate FOC when RTG EXPD and SD Data	4.1
4728	Lens to display SOCs order status on View Status Screen	4.1
5096	LPIC Required in MS & LA	4.1
5378	LPIC required in State of North Carolina	4.1
4981	Modify Lesog logic for Non-designed loops and Non designed LINP	4.1
4387	Provide Pending Order Statuses to CLECs via EDI and TAG	4.1
4108	Track All Status Changes on Audit Trail	4.1
4267	Type 01 Cancel Status in LEO & LENS	4.1
LESOG		**RELEASE**
3201	Add LOCBAN NPA to MBTN in GA.	1.4
3229	Allow Single Order Migration with old input format.	1.4
3128	Implement 9LA USOC for Additional Lines	1.4
2983	Implement NPA 678 Overlay in GA	1.4
3046	LESOG Generate /NMC when SEQ1X NOT Present	1.4

3133	New Op ID and SLS CDs for Testing	1.4
3287	CFN Formatting To Wrong Number	1.5
3277	Change AP field on UNE V Disconnect order to space	1.5
3417	Do Not Generate /NMC or SEQ1X if /ZNB Present	1.5
3127	IDDA Not Generated When DEL = zero	1.5
3144	Implement V Activity for UNEs	1.5
3351	LESOG Dropping /ADL on SWC Single Line Accounts	1.5
3420	LESOG Populate /DNTD in S&E	1.5
3352	LESOG Populates Incorrect CENT Data	1.5
3478	TN Identify RESCN USOC on Bus/Res Sngl/Multi Lines	1.5
1280	860 Processing by LESOG/LEO via SUPPs for LEO	2.0
3585	Change Requirements for PIC of NA to disallow inward	2.0
3584	Change Requirments on TBE for R and S options.	2.0
3586	Handle formatted CFN+ from LENS as WYSiWYG	2.0
2264	Implement new EDI Industry standards for TCIF Issue 7	2.0
3250	Lifeline CRA USOC	2.0
3395	Manual Handling for Mix of V & W Line Activity	2.0
3391	Recap RESH On D Orders	2.0
2353	Rejects/Clarifications	2.0
3628	Remove Data Following (OAD) in LSR LA Field	2.0
3627	Translate AL, XL on SvcOrd if LSR Incorrect	2.0
3650	Update LESOG Feature table to reflect recent changes.	2.0
3209	Expand LN Overflow Field	2.1
3125	Generate FID to identify wkg svc/prevent interferring station	2.1
3289	Generate Recapped BTN on C Orders	2.1
3226	Generate Zone Rate Mileage USOC on Appro Orders	2.1
3106	Process Only Orders Initiated by CLEC Owning Account	2.1
3828	Process QuickServe as Non-Working # for ADL Check	2.1
3701	Update Severity Code on LESOG Errors	2.1
3048	Add NPA 256 in Alabama	2.2
3334	Add NPA 828 in North Carolina	2.2
3336	Add NPA 843 in South Carolina	2.2
3802	Eliminate Check for PSO Indicator on Supps	2.2
3871	Relax Edits To Require LN and LA On Main Listings Only	2.4
4025	Add All Applicable USOCs for Stromberg-Carlson Switch	2.5
3891	Add Stromberg-Carlson Switch to LESOG Feature Tbl	2.5
3850	Add NPA 786 for Florida Overlay	2.6
3564	Calculate Due Date on EDI Orders With QS-Y	3.0
3288	Community Calling Class of Service N.C. Missing	3.0
3774	Correct DNP Data Code on Susp/Rest Orders For Florida	3.0
3124	FATL RJCT LSR Whn CLEC Has CC USOCs With RCU FID, Data A c	3.0
3721	Generate "@" in Listing Address field when appropriate.	3.0
4125	Generate Double Virgule when Listing has Virgule	3.0
3781	Implement Capitalization Rules in Directory Listing processing	3.0
3611	LESOG FATAL REJECT ENHANCEMENT	3.0
3513	LSOG Populate Listing USOCs	3.0
3954	Populate MBTN & DLNM for Memory Call USOCs	3.0
3782	Process and format additional listings with different addresses	3.0
3956	Provide additional SOER vebiage on ENCORE 8825	3.0
3957	Provide FID, Data or Delimeter on ENCORE 7245	3.0
3744	Request for LESOG/BSOG to Process "R" Account ACT Type	3.0
3745	Request LESOG / BSOG process "J" Listing Reqtypes	3.0

3576	TDG, AHPLA and AHP USOCs Required In La.	3.0
3325	Transfer of Calls Format	3.0
4260	Work Stoppage-M Appointment Code	3.0
3983	Add NPA 504/225 NPA Split for Louisiana	3.1
4116	Allow "AS IS" Listing Capability for Switch with Change	3.1
2831	Change UNE Line Limit to 25	3.1
4035	CHG SEVERITY OF ERROR MSG 6010 TO MANUAL	3.1
3992	Initiate Manual Handling of REQTYP M	3.1
4381	LESOG should disallow semi-colon in personal name listings	3.1
4032	Migrate LESOG Logon Procedures from IMSSS to ACF2	3.1
3340	modify requirements for UNE V activity types	3.1
4575	Validate CLEC account ownership for UNE "C" and "D" activity	3.1
4463	Do not send comma in DDA name field	3.2
4598	Implement 10 Digit TNs in all Sites	3.2
4289	TOUCHTONE USOC NOT REQUIRED IN SOUTH CAROLINA	3.2
4515	Update LESOG USOC table to include new Non-Designed Loop USOC	3.2
4683	LESOG discontinue generating MFDP in AL and KY eff 10/17/98	3.3
4654	Modify processing logic for SL1 (Non-Designed) UNE LOOPs	3.3
1271	Ability to Order LOOP/PORT Combination Services	4.0
4910	Add Functionality to UNE Loop Orders	4.0
4228	Apply OSS Billing SOMEC USOC	4.0
4532	Assign Ported Out Numbers (LNP) Number as Main Account Number	4.0
3464	Customer cancel is not reflected on audit screen	4.0
4036	Data In RPON/Project Fields Will Require Manual Handling	4.0
3575	Indicator for LSOG To Handle Abandon Station	4.0
3350	LCON & TEL NBR In Rmks Section	4.0
2933	LESOG populate MAN FID	4.0
4510	LSOG Process PIC,LPIC,TBEmon DTI &/or Featr Detail	4.0
3005	P9 / LPIC Changes	4.0
4295	SUPPORT LISTING ONLY FOR PORTED OUT NUMBERS (LNP)	4.0
5172	Cng Due Date Process to remove SEQ1X on C Order	4.1
5054	Discontinue recapping of FID IM on "C" orders	4.1
4922	Lesog sh chg dashes in NC to valid alphas for the ckt id	4.1
4371	LESOG shd populate EBD on DISC when acct denied	4.1
4370	LESOG shd populate EBD on restorals in Al, Ky, Tenn	4.1
4949	LESOG should derive the USOCs for LOOP service	4.1
4662	LESOG to reconize D indicator with other characters	4.1

4705	LESOG will generate USOCs based on NC & NCI codes	4.1
5095	LPIC Required in MS & LA	4.1
5302	LPIC required in State of North Carolina	4.1
4970	Modify LESOG logic for Non-Designed Loops and Non Designed LINP	4.1
4605	Populate LENS EBD field data on Service Orders	4.1
5303	Populate LPIC until conversion	4.1
5052	Redefine S&E Grouping arrangement of SL1 UNE Loops	4.1
3003	Semi-Colon/Bldg in ILOC invalid	4.1
4938	TDG elimination - Louisiana	4.1
4694	Type 01 Cancel for LEO and LENS	4.1

1999		
EDI		**RELEASE**
4629	Expand PIC/LPIC Freeze Options	4.2
4615	Implement ATN, AN, EAN, EATN data fields for migrations	4.2
5304	Add DID Service for OSS 99	6.0
5325	Add Digital Loop Service for OSS 99	6.0
5270	Add HTG (Hunting) Functionality for OSS 99	6.0
5310	Add ISDN BRI (Basic Rate) Service for OSS 99	6.0
5211	Add New DL (Directory Listing) Screen for OSS 99	6.0
5320	Add PBX Service for OSS 99	6.0
5464	Implement New ACT Types P & Q for Partial Migrations for OSS99	6.0
5565	Multi-Allow NC (No Change) on PIC/LPIC Orders for OSS 99	6.0
5671	Provide TC OPT Capability as Necessary for OSS 99	6.0
4685	Provide WSOP (Working Svc on Premise) Ability for OSS 99	6.0
6826	Requests Change LNP to EDI Interface for OSS99	6.0
5469	Update and Add GLOBAL Requirements for OSS 99	6.0
5026	Update EDI Application File Layout/Techical Specs for OSS'99	6.0
5456	Update Jeopardies process for OSS 99	6.0
5224	Update LSR (Local Service Request) Screen for OSS 99	6.0
5523	Update the Block Process for OSS 99	6.0
5266	Update the LSC (Local Svc. Req. Confirmation) Screen for OSS 99	6.0
LENS		**RELEASE**
3189	Associating Multiple Company Codes with USERID	4.2
4471	Expand PIC/LPIC Freeze Options	4.2
4618	Implement ATN, AN, EAN, EATN data fields for migrations	4.2
1601	LENS to process Change Orders	4.2
4872	LENS to send Line Level Act A/D on White/Yellow Page Lstgs	4.2
4852	Mississippi 601 NPA Relief	4.2
4527	Provide Automatic Telephone Number Assignment	4.2
5677	RSAG E921 Address Validation MSGs on Change Orders	4.2
5580	Support KY NPA Split (502/270)	4.2
6065	Freeze Local Service Request	5.1
6045	LENS should remove BCR, BRD, CREX from feature exception table	5.1
5979	New Install Specific Due Date Calculation	5.1
6175	Display 100 char of error msg & send to lens	5.4
6460	Notice on LENS Production Login Page	5.4
6444	IOC Redirect	5.5
6543	Support NPA Split 318 to 337 in LA for 10/99	5.7
6194	Support NPA Split/Overlay for FL: 407 to 321	5.7
5271	Add HTG (Hunting) Functionality for OSS 99	6.0
6204	Address Validation Functionality for LENS 6.0	6.0
6216	Admin, CLEC Profile, Permissions Databases for LENS 6.0	6.0
4445	ALLOW MULTIPLE REQUESTS PER TRANSACTION	6.0
6209	Calculate Due Date Functionality for LENS 6.0	6.0
6222	Change Order Functionality for LENS 6.0	6.0
6219	Conversion As Is Functionality for LENS 6.0	6.0
6221	Conversion As Specified Functionality for LENS 6.0	6.0
6198	CSR, LSI, CH, DOI/DEP functionality for LEN	6.0
6220	Disc, Suspend, Restore Functionality for LENS 6.0	6.0
6208	Features and Services Functionality for LENS 6.0	6.0

5934	Implement New ACT Types P & Q for Partial Migrations for OSS 99	6.0
6205	Installation Calendar Functionality for LENS 6.0	6.0
6223	Listings Functionality for LENS 6.0	6.0
6206	Login and Menu Functionality for LENS 6.0	6.0
6215	LSR Order Summary Functionality for LENS 6.0	6.0
6218	New Installation Functionality for LENS 6.0	6.0
5027	Reclamation of Address Validation functionality	6.0
5039	Reclamation of CLEC Profile functionality	6.0
5030	Reclamation of CSR, LSI, CH, DOI/DEP,+ 54 Pages function	6.0
5038	Reclamation of Error/Clarification functionality	6.0
5373	Reclamation of existing LENS activity flows	6.0
5029	Reclamation of Features and Services functionality	6.0
5036	Reclamation of FOC/CN functionality	6.0
5040	Reclamation of Front End/Bcak End Error Messages	6.0
5116	Reclamation of LENS Main, Inquiry Menu, LOGIN functionality	6.0
5035	Reclamation of LSR functionality	6.0
5032	Reclamation of Order Summary functionality	6.0
5037	Reclamation of Status functionality	6.0
5034	Reclamation of SUPs functionality	6.0
5028	Reclamation of Tn Selection/Reservation functionality	6.0
5117	Reclamation of View Installation Calendar functionality	6.0
5115	Reclmation View All functionality	6.0
6207	Reserve Telephone Number for LENS 6.0	6.0
6217	Supplements Functionality for LENS 6.0	6.0
6224	UI Prototyping and Focus Groups for LENS 6.0	6.0
6199	View All Functionality for LENS 6.0	6.0
6210	View FOC/CN Functionality for LENS 6.0	6.0
6213	View LSR Error/Clarifications Functionality for LENS 6.0	6.0
6212	View Status Functionality for LENS 6.0	6.0
LEO/LSRR		**RELEASE**
1807	Establish an Archiving & Retrieval Process for LEO LSRs	4.2
4373	EXPAND LISTINGS AS IS ON ACT V TO INCLUDE REQTYP EB	4.2
4567	Expand PIC/LPIC Freeze Options	4.2
4591	Implement ATN, AN, EAN, EATN data fields for migrations	4.2
5187	IOT: add new Proc mode and site code	4.2
4423	LEO Provide PF11 Bkwd Sect Function on Rotary Grouping Screen	4.2
4774	Mississippi 601 NPA Relief	4.3
5576	Support KY NPA Split (502/270)	4.3
1270	Ability to Order LOOP/PORT Combination Services	5.0
5402	Allow new loop installation on ACT= C, for Designed Loops	5.0
5768	Cng Intvl for LEO to send file to EDI fm 30 to 15 mins	5.0
5189	Enhance LEO Pending order Status for LNP	5.0
4968	Generate FOC for recapped MAN FID	5.0
4549	Individual PROC_MODE and ROUTE_ON_TEST	5.0
5193	LEO documentation and/or code updates	5.0
4004	LEO Prevent 1255 & 1260 Errors When Data Elements are Correct	5.0
5376	TC OPT for REQTYP E & F w/ACT Type of "Y" chng 2 Prohibited	5.0
5167	Update LNP-LEO-TAG interface for Clarifications and Rejects	5.0
5689	An ECCKT sh b rtrnd on FOC when on recapped G line	5.1
5123	Automate inbound transfer of test files for CLEC Testing	5.1
5978	Freeze Local Service Request	5.1

6197	LEO shld generate a FOC on facility based order w/o MAN	5.2
6304	Display 100 char of error msg & send to lens	5.4
6180	Display msg "Clarifications Returned" for LENS LSRs	5.4
6360	Dny/Rest-Reject on SUPPS and Do Not Canc Order	5.4
6348	LEO to store TAG/LENS LSR information.	5.4
6452	Modify Interval for Unsolicited Notification	5.5
6526	Develop electronic processing for new Port/Loop combinations	5.6
6855	LEO add field INTERFACE_DATA to ACAC file	5.7
6864	Rename and redirect LEO OUTPLOC files to E.Spire	5.7
6544	Support NPA Split 318 to 337 in LA for 10/99	5.7
6195	Support NPA Split/Overlay for FL: 407 to 321	5.7
6643	Add data elements to Navigator contract	6.0
5005	Add DID Service for OSS 99	6.0
5009	Add Digital Loop Service for OSS 99	6.0
5001	Add HTG (Hunting) Functionality for OSS 99	6.0
5006	Add ISDN BRI (Basic Rate) Service for OSS 99	6.0
4992	Add New DL (Directory Listing) Screen for OSS 99	6.0
5008	Add PBX Service for OSS 99	6.0
5718	Add PORT/LOOP Combo/PBX for OSS 99	6.0
5641	All ENCORE apps using navigator must remove size restrictions	6.0
5417	Implement New ACT Types P & Q for Partial Migrations for OSS 99	6.0
6800	Implement UNIX NDM for LEO	6.0
5183	LEO provide ability to trigger FOCs on PON mismatch	6.0
4565	Multi-Allow NC (No Change) on PIC/LPIC Orders for OSS 99	6.0
6803	Provide LEO OSS99 Extracts to ACAC	6.0
4087	Provide TC OPT Capability as Necessary for OSS 99	6.0
4409	Provide WSOP (Working Svc on Premise) Ability for OSS 99	6.0
4044	Remove TCIF Issue 6 Code/Mapping	6.0
6798	Requests Change for LNP to LEO Interface for OSS99	6.0
5178	Resolving last error shd chng status to F if prevsly FOC	6.0
6648	This is to have LEO query their database based on new dates	6.0
4994	Update & Add LEO LSR (Local Service Request) Screens for OSS 99	6.0
5415	Update and Add GLOBAL Requirements for OSS 99	6.0
5330	Update EDI Application File Layout/Technical Specs for OSS 99	6.0
5103	Update Jeopardies process for OSS 99	6.0
6839	Update LEO to LESOG issue 9 interface	6.0
5419	Update the Block Process for OSS 99	6.0
5000	Update the LSC (Local Svc. Req. Confirmation) Screen for OSS 99	6.0

LESOG		RELEASE
5594	Add New USOCs to Basic Class of Service Table	4.2
4531	Disallow + (plus sign) with initial of "V"	4.2
5548	Edit for LPIC freeze option in Tenn	4.2
4568	Expand PIC/LPIC Freeze Options	4.2
4616	Implement ATN, AN, EAN, EATN data fields for migrations	4.2
5129	IOT: add new Proc mode and site code	4.2
5377	Provide Capability to Reprocess LSRs in LSOG/BSOG	4.2
3692	Retain DSAP Information Once Accurately Retrieved for A Day	4.2
5156	Upgrade Software to Cancel System Test Orders	4.2
4851	Mississippi 601 NPA Relief	4.3
5581	Support KY NPA Split (502/270)	4.3
4928	Ability to order LOOP/PORT combination services	5.0
5537	Add Denial/Restoral Functionality in LSOG	5.0
5644	Add Hunting (HTG) to LESOG - Toggle Off In Production	5.0
5390	Allow new loop installation on ACT= C, for Designed Loops.	5.0
5549	Change cancellation code to bill SOMEC charge	5.0
5799	Change Listing Type when Change Tel Number	5.0
5946	Change SRC to CAB & CANC data to OSS CHG for SOMEC	5.0
5648	CLEC need ability to freeze local service	5.0
4587	Correct the CENT fid on orders	5.0
5406	Float MUR on Non-Designed LOOP	5.0
5989	Identify VMCXX as MemoryCall; E9GPA & EVBPA as Needing CFN da	5.0
5906	LESOG sh generate svc ord on ACT V for REQTYP A	5.0
5939	LESOG should not recap PHB & ZPTX Fids	5.0
4660	LESOG to ignore Touchtone when complete choice is present	5.0
5420	LESOG to Support New USOCs	5.0
5900	LSOG should use AECN to identify UNE accounts	5.0
4951	New USOCs for LNP cost recovery surcharge	5.0
6003	Populate complete TN presented in INIT TELE field	5.0
4636	QS being populated incorrectly	5.0
5990	Truncate 13 Character INIT_TELE to 10 Characters	5.0
5853	Use Only S&E to Determine if Account SS or RS; not BILL	5.0
4881	Waiver of secondary service order charge for Promotions	5.0
4477	X and L Appointment Codes	5.0
6064	Freeze Local Service Request	5.1
6072	LESOG Should Populate Correct AECN for REQTYP A,B,C,M	5.1
6073	LESOG To Auto Clarify for CFA on Non Designed Loops	5.1
5970	Auto clarify for USOCs not available in the switch	5.2
6139	Do NOT Remove "D" indicator until ORDER generated	5.2
6055	Elimination of the MFDP USOC by STATE	5.2
6158	LESOG should not populate IBI WSO on Loops	5.2
4899	LESOG to Reject LSR when NSS/NST/BCR appears	5.2
6157	Remove TBODW & assoc data on Conversion request	5.2
6226	Change criteria for LESOG selecting correct Q account	5.3
6159	9LP & 9ZP no longer required on Bus orders in LA	5.4
6383	Dny/Rest-Reject on SUPPs and Do Not Canc Order	5.4
6369	Establish new toll restriction USOC of CREX7	5.5
6395	Develop electronic processing for new Port/Loop combinations	5.6
6553	(Phase 2), Processing PSC Version Of Port / Loop Combination	5.7
6660	For RT of F with ATs of RS & SS, LSR manually handled	5.7
6366	For RTs of A & M w/ ATs of M & T, LSR to be manually handled	5.7

6713	Populate FCTN of D for Selected New Installs	5.7
6540	Support NPA Split 318 to 337 in LA for 10/99	5.7
6187	Support NPA Split/Overlay for FL: 407 to 321	5.7
5309	Add DID Service Manual handling for OSS 99	6.0
5482	Add Digital Loop Service for OSS 99	6.0
5273	Add HTG (Hunting) Functionality for OSS 99	6.0
5314	Add ISDN BRI (Basic Rate) manual handling for OSS 99	6.0
5216	Add New DL (Directory Listing) Screen for OSS 99	6.0
5530	Add PBX Manual handling for OSS 99	6.0
5682	All ENCORE apps using navigator must remove size restrictions	6.0
5465	Implement New ACT Types P & Q for Partial Migrations for OSS99	6.0
6485	Modify LESOG Infrastructure Prgrms to Suport Iss 7 & 9	6.0
4566	MULTI-Allow NC (no change) on PIC/LPIC orders	6.0
5670	Provide TC OPT Capability as Necessary for OSS 99	6.0
5468	Provide WSOP (Working Svc On Premise) Ability for OSS 99	6.0
5474	Update and Add GLOBAL Requirements for OSS 99	6.0
5525	Update the Block Process for OSS 99	6.0
TAG		**RELEASE**
4620	Implement ATN, AN, EAN, EATN data fields for migrations	4.2
5326	Add Digital Loop Service for OSS 99	6.0
5272	Add HTG (Hunting) Functionality for OSS 99	6.0
5312	Add ISDN BRI (Basic Rate) Service for OSS 99	6.0
5212	Add New DL (Directory Listing) Screen for OSS 99	6.0
5321	Add PBX Service for OSS 99	6.0
5681	All ENCORE apps using navigator must remove size restrictions	6.0
6522	Case Sensitivity Firm Order - TAG	6.0
6511	Due Date Calculation - TAG	6.0
6518	Entire CSR when CLEC Owns - TAG	6.0
5731	Implement New ACT Types P & Q for Partial Migrations for OSS 99	6.0
6521	LNP Validations - TAG	6.0
6519	Miscellaneous Accounts - TAG	6.0
5730	Multi-Allow NC (No Change) on PIC/LPIC Orders for OSS 99	6.0
6512	Partial Circuit ID - TAG	6.0
6520	Payment History - TAG	6.0
6592	Processing PSC Version of Port/Loop Combination	6.0
5673	Provide TC OPT Capability as Necessary for OSS 99	6.0
4684	Provide WSOP (Working Svc on Premise) Ability for OSS 99	6.0
6523	Unsolicited Notification Firm Order - TAG	6.0
5470	Update and Add GLOBAL Requirements for OSS 99	6.0
5332	Update EDI Application File Layout/Technical Specs for OSS 99	6.0
6439	Update Jeopardies process for OSS 99	6.0
5732	Update the Block Process for OSS 99	6.0
5268	Update the LSC (Local Svc. Req. Confirmation) Screen for OSS 99	6.0

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000016.

(a) Referring to lines 54-56, please describe the specific support maintenance activities made in each of the years indicated.

(b) Referring to the LEO equipment entries on lines 62-65, is each of these items dedicated exclusively to LEO?

(c) If the response to (b) is negative, please identify for what other programs or functions such equipment is associated.

(d) Referring to lines 68-75, please describe the nature of the activities performed in each of the years indicated, including an identification of what system developments were made.

(e) Referring to lines 83-85, please describe the specific LESOG system support activities performed in each of the years indicated.

RESPONSE:

(a) See response to Item No. 37(d) except that the activities for these lines relate to LEO.

(b) Yes.

(c) Not applicable.

RESPONSE: (Continued)

(d) The nature of the activities are the same as those described in the responses to Item Nos. 37(a) and 37(b) for LENS, except that the activities for these lines relate to LESOG. Enhancements are identified in the following locations of Attachment No. 1 (Item No. 37):

Year	Page No.
1996	NA
1997	3, 4, & 5
1998	9, 10, & 11
1999	15 & 16
2000	NA
2001	NA

(e) See response to Item No. 37(d) except that the activities for these lines relate to LESOG.

RESPONSE PROVIDED BY:

Vickie Beachley
Manager
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: For purposes of the following request, refer to Exhibit DDC-4, Bates-stamped pages 000016, lines 91-95 through 000017, lines 96-99.

(a) Referring to the LESOG equipment entries, is each of these items dedicated exclusively to LESOG?

(b) If the response to (a) is negative, please identify for what other programs or functions such equipment is associated.

RESPONSE: (a) Yes.

(b) Not applicable.

RESPONSE PROVIDED BY:

Vickie Beachley
Manager
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000017.

(a) Referring to lines 102-107, please describe the specific BSOG system developments conducted in each of the years indicated.

(b) Referring to lines 109-112, please describe the specific BSOG system support functions and activities conducted in each of the years shown.

(c) Referring to the BSOG equipment entries, is each of these items dedicated exclusively to BSOG?

(d) If the response to (c) is negative, please identify for what other programs or functions such equipment is associated.

e) Referring to lines 122-127, please describe the specific TAG system developments that were conducted in each of the years indicated.

(f) Referring to lines 109-112, please describe the specific TAG system support functions and activities conducted in each of the years shown.

(g) Referring to the TAG equipment entries on lines 138-139, is each of these items dedicated exclusively to TAG?

(h) If the response to (g) is negative, please identify for what other programs or functions such equipment is associated.

RESPONSE:

(a) System developments by year to support various types of CLEC ordering are:

Year	Developments
1996	None
1997	None
1998	Single C order and Deny/Restore
1999	None
2000	None
2001	None

RESPONSE: (Cont.)

(b) These functions and activities are required to provide ongoing maintenance for the BSOG application.

(c) Yes. However, BSOG was canceled and taken offline in June, 1999. All functionality previously provided by BSOG is now provided by LESOG. The cost study which was attached to D. Daonne Caldwell's Direct Testimony filed on August 16, 1999 has been revised to reflect this change in cost. Included in this revision are Exhibits DDC-2, DDC-3, and DDC-4.

(d) Not applicable.

(e) See Attachment No. 1 for system developments.

(f) See Attachment No. 2 for support functions and activities.

(g) Yes.

(h) Not applicable.

RESPONSE PROVIDED BY:

Vickie Beachley
Manager
675 West Peachtree Street
Atlanta, GA 30375

Kathy Nielson

Kent Hamblen
Manager
1976 Data Drive
Birmingham, AL 35244

TAG System Developments
BST Activities

Year	Developments
1996	None
1997	None
1998	Development during this year spanned the entire Software Development Lifecycle. Specific phases included Planning, Analysis, Design, Construction, Test and Implementation. Symphony Alliance was involved directly with the planning, analysis, testing and implementation. This included project planning and estimating, requirements definition, inter-operability/acceptance test preparation and execution, and production implementation. Symphony Alliance was also indirectly involved with the design phase through review and approval of detailed design documents and system requirements. Symphony Alliance also reviewed system support documents distributed to end-users and used by system administrators.
1999	Same as 1998
2000	Same as 1998
2001	Undefined

TAG System Developments
Symphony Alliance Activities

Year	Developments
1996	None
1997	None
1998	Symphony Alliance supported five different environments. These were LAN/LAN Production, DMZ Production, Inter-Operability/Acceptance Testing, User Acceptance Testing, and CLEC Testing. The functions performed included: 1. Solving production trouble tickets called in by the end-user 2. Providing support to the users for each of the testing environments 3. Software installation and configuration for each environment 4. System administration and maintenance for each environment 5. TAG Demonstration support 6. Database administration 7. Creating productivity and knowledge management tools 8. Providing architectural input for various TAG impacted components.
1999	Same as 1998
2000	Same as 1998
2001	Undefined

TAG System Developments
Telcordia/SAIC Activities

Year	Developments
1996	None
1997	None
1998	Telcordia/SAIC began providing support to CLECs under a BellSouth contract in September 1998. This support is composed of three elements: 1. A two-day class to teach CLEC C++ programmers how to develop an interface to the BellSouth provided application program interface (API). 2. Technical support (via telephone) to CLECs who attended the above class to answer questions and provide guidance to the CLEC programmers as they developed their application. 3. Technical assistance in conducting the three steps in testing prior to a CLEC going into production with BellSouth's operational support systems. These steps involve Connectivity Testing, Applications Testing, and Validity Testing.
1999	Same as 1998
2000	Same as 1998
2001	Undefined

BellSouth trained 10 CLECs in 3 classes during Oct-Dec 1998. In 1999, BellSouth has trained 40 CLECs through October during monthly classes. Similar technical support is planned for 2000.

Tag System Support Functions and Activities

Year	Developments
1996	None
1997	None
1998	1.0 Pre-Order functions - containing: 1. TAP server 2. Client libraries 3. Web-based GUI sample application 4. Test simulator(s) 5. System administration browser 6. Functionality to support pre-order transactions, including validations for pre-ordering for: (a) Address Validation (b) TN Assignment (c) Appointment Availability (d) Service Availability (e) Customer Record 2.0 Firm Order functions – containing: 1. Functionality to support firm order transactions including validations for firm ordering for: (a) Submit a Local Service Request (LSR). (b) Request a list of all purchase order numbers for a company code. (c) View Order Status, View Firm Order Confirmation, View Completion Notice and View Error Messages for a selected PON. (d) Retrieve LSR for display or to allow the user to send a supplemented order. (e) Automatic return of Rejects, Firm Order Confirmation (FOCs) and Confirmation Notices (CNs). 2. Updates to the application programming interface ("API") specification for order messages 3. Navigator Bridge/CORBA interface

REQUEST: Please provide the customer repair information that BellSouth maintains for its own customers.

RESPONSE: The Trouble Analysis and Facilities Interface ("TAFI") basic screen for trouble reporting provides BellSouth and CLEC's the end user customer's telephone number, name and address. TAFI can also be used to view maintenance histories. TAFI gives BellSouth and CLECs direct access to their end user customer's maintenance histories.

RESPONSE PROVIDED BY:

Ronald Pate
Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000024, line 419. Please explain the basis for the cost recovery period assumed in the OSS cost study and describe the calculations that use these values to determine the investment-related costs included in the study.

RESPONSE: The Florida PSC prescribed that General Purpose Computers Investment would have an economic life of 4.4 years. The computer investments placed in 1996 and 1997 will be fully recovered by years 2000 and 2001, respectively. The cost study would also recover four years of costs for the investments placed in 1998, three years of costs for the investments placed in 1999, two years of costs for the investments placed in 2000, and one year of cost for the investment placed in 2001. The total investment by year is calculated by multiplying the number of years of cost to recover for the investment placed in that year times the material price of all investment placed in that year. This is necessary in order for the TELRIC Calculator© to calculate the cost of the investment that should be recovered during the study period. For example, to recover four years of cost, the investment is multiplied by four.

RESPONSE PROVIDED BY: Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

Tag System Support Functions and Activities

1999	Release 2.1: 1. Modify SAR for COFFI USOC code and product description 2. Modify billing name field for CSR 3. Return comm name if comm.abbrev is blank in the states of Florida, Georgia, North Carolina, & South Carolina 4. Add quick service interval to AAR 5. Add driving instruction to AVR 6. Provide ability to request specific features on SAQ 7. Display rates on customer record 8. Provide ability to request of display LSI 9. Add Zone Rate Mileage to ADR 10. Convert to RSAG contract version 15 11. Versioning - Support multiple TAG releases concurrently 12. Implement AN, TN, EAN, EATN for migrations 13. Add ISDN Indicator to SAR 14. Add NXXs to SAR 15. Provide transaction log data for parity DB 16. Add Access Carrier Name to SAR 17. Add ACNA to SAR 18. Add Access Carrier Tele # to SAR 19. Add WATS and 800 serving offices to SAR 20. Route Unsolicited Response to Correct TAG server 21. Calculated Due Date 22. LN and List Validation Changes 23. Support the Non-Designed Loops through TAG 24. SPEC field validation change for REQTYPE E 25. Addition of INPT=D to validations 26. Processing RECTYP A or B with an ACTYP of "V" 27. PORT/LOOP COMBO and PORT

Tag System Support Functions and Activities

1999	Release 2.2: 1. Expand FPI Validations 2. Rates on CSR/LSI when CLEC owned 3. Time stamp log at hundredth of a second 4. Retrieve Exchange data from RSAG 5. New Transet Purpose ID 6. Basic Class of Service 7. Local Service Freeze 8. Ordering LNP Orders through TAG 9. Processing RECTYP A or B with an ACTYP of "V" 10. PORT/LOOP COMBO and PORT 11. LNP Directory Listing "As Is" 12. Allowing Loop Ordering on RECTYP=A, ACT=C, LNA=A in TAG 13. Second Read Notification Function in TAG

Tag System Support Functions and Activities

1999	Release 3.0/3.1: 1. Update EDI Application File Layout/Technical Specs for OSS'99 2. Add HTG (Hunting) Functionality for OSS'99 3. Add PBX Service for OSS'99 4. Add new DL (Directory Listing) for OSS'99 5. Implement New ACT Types P & Q for Partial Migrations for OSS'99 6. Provide WSOP (Working Svc on Premise) Ability for OSS'99 7. Add Digital Loop Service for OSS'99 8. Multi-Allow NC (No Change) on PIC/LPIC orders for OSS'99 9. Update the Block Process for OSS'99 10. Add ISDN BRI (Basic Rate) Service for OSS'99 11. Update the LSC (Local Svc Req Confirmation) Screen for OSS'99 12. Update Jeopardies process for OSS'99 13. Update and Add GLOBAL Requirements for OSS 99 14. Provide TC OPT Capability as Necessary for OSS99 15. Due Date Calculation 16. Partial Circuit ID 17. Payment History 18. Misc Account 19. Entire CSR when CLEC owns 20. LNP Validations 21. Case sensitivity Firm Order 22. Unsolicited Notification Firm Order
2000	Release 7.0: 1. Add DID Service 2. Additional functions TBD
2001	Undefined

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000018.

(a) Referring to lines 142-148, please describe the specific EDI system developments and enhancements that were made in each of the years indicated.

(b) Referring to lines 151-153, please describe the specific EDI system support costs estimated to occur in each of the years indicated.

(c) Referring to the EDI equipment entries on lines 159-160, is each of these items dedicated exclusively to EDI?

(d) If the response to (c) is negative, please identify for what other programs or functions such equipment is associated.

(e) Referring to lines 163-168, please describe the specific ECTA system developments and enhancements that were made in each of the years indicated.

(f) Referring to lines 174-176, please describe the specific ECTA system support costs estimated to occur in each of the years indicated.

(g) Referring to the ECTA equipment entries on lines 182-183, is each of these items dedicated exclusively to ECTA?

(h) If the response to (g) is negative, please identify for what other programs or functions such equipment is associated.

RESPONSE:

(a) System developments and enhancements for EDI are identified in the following locations of Attachment No. 1 (Item No. 37):

Year	Page No.
1996	NA
1997	1
1998	6
1999	12
2000	NA
2001	NA

(b) This represents the costs necessary to provide ongoing maintenance for the EDI application.

(c) Yes.

(d) Not applicable.

(e) The initial development and subsequent enhancements were required to maintain the ECTA interface consistent with ANSI T1.227 standards.

(f) This represents the costs necessary to provide ongoing maintenance for the ECTA application.

(g) Yes.

(h) Not applicable.

RESPONSE PROVIDED BY:

Vickie Beachley
Manager
675 West Peachtree Street
Atlanta, GA 30375

Eugene Piatkowski
Consultant
3535 Colonnade Parkway
Birmingham, AL 35243

Crystall Vines
Consultant
1876 Data Drive
Birmingham, AL 35244

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000019.

(a) Referring to lines 187-191, please describe the specific CLEC TAFI system developments and enhancements that were made in each of the years indicated.

(b) Referring to lines 202-204, please describe the specific CLEC TAFI system support costs estimated to occur in each of the years indicated.

(c) Referring to the CLEC TAFI equipment entries on lines 215-222, is each of these items dedicated exclusively to CLEC TAFI?

(d) If the response to (c) is negative, please identify for what other programs or functions such equipment is associated.

RESPONSE:

(a) The functionality and enhancements provide enhanced Trouble Ticketing capability for the CLECs. The CLEC TAFI System was initially developed in late 1996 and deployed in March, 1997. One of the primary objectives of the CLEC TAFI system is to maintain parity with the internal (RRC/BRC) versions of TAFI. Attachment No. 1 outlines the specific changes made to TAFI since 1997. This document is proprietary and is subject to nondisclosure provisions.

(b) This represents the costs necessary to provide ongoing maintenance for the CLEC TAFI application.

(c) Yes.

(d) Not applicable.

RESPONSE PROVIDED BY:

Vickie Beachley
Manager
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped pages 000022 through 000023. Referring to the trouble shooting labor hours for LENS (page 000022, lines 343-347), EDI (page 000022, lines 350-357), CLEC TAFI (page 000022, lines 360-362), LESOG (page 000022, lines 365-367 through page 000023, lines 368-370), LEO (page 000023 lines 373-378), and BSOG (page 000023, lines 381-384), for each of these systems and contractors, please describe what sorts of troubleshooting occurred in each of the year indicated on the input sheet.

RESPONSE: For CLEC TAFI, the trouble shooting involves:

1. reviewing the system functionality and validating that the system performs as specified in the system requirements documentation
2. coordinating corrections
3. re-testing

EDI investigates translator errors, such as ANSIX12, non-compliance and BST specific non-compliance occurring on inbound and outbound documents. EDI coordinates with CLECs and internal customers to investigate 'missing' inbound and outbound documents, such as missing Functional Acknowledgments (997), missing Purchase Orders/changes (850's/860's) or Purchase Order Acknowledgments/changes (855's/865's). This investigation involves reviewing transaction logs to determine if the transactions made it through the transport mechanisms (VAN or Connect:Direct), through the translator, and to the application for inbound. Transactions are tracked from the application through the translator to the VAN or Connect:Direct for outbound investigations.

For LENS, LESOG, LEO, EDI and BSOG the Encore Requirements Writers investigate problems or defects that occur during or after releases. They compare the reported problem to the requirements to determine if it is a true defect

RESPONSE: (Continued)

or a coding issue. When it is determined to be a defect, they prepare a write up of the problem, schedule a meeting to review the issue, and schedule the next available release.

They also work with the LCSC when a customer reports a problem with an order to determine if it was an actual problem or if it was an error that was due to incorrect customer input.

RESPONSE PROVIDED BY:

Vickie Beachley
Manager
675 West Peachtree Street
Atlanta, GA 30375

Eugene Piatkowski
Consultant
3535 Colonnade Parkway
Birmingham, AL 35243

Crystall Vines
Consultant
1876 Data Drive
Birmingham, AL 35244

Tommy Galey
Manager
1876 Data Drive
Birmingham, AL 35244

REQUEST: For the purposes of the following request, please refer to Exhibit DDC-1, Bates-stamped pages 52 and 60.

(a) What are the activities that occur during the Connect & Test function and the Engineering function for SL1 and SL2 disconnects?

(b) To the extent not answered in 1(A), why does the SL2 loop require Engineering time for disconnect.

RESPONSE (a) The disconnect cost for SL1 and SL2 loops associated with a Connect & Test activity include similar work functions. The work functions involve a Central Office Installation & Maintenance technician disconnecting the circuit at the collocation site.

The engineering time for disconnect represents Circuit Provisioning Group (CPG) activities and only applies to SL2 loops since they are designed facilities. The CPG is involved in about 10% of orders that fall out of a flow-through environment. They administer the correction and rectification of database inconsistencies.

(b) See response to (a) above.

RESPONSE PROVIDED BY: Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Please refer to witness Caldwell's Exhibit DDC-1, Bates-numbering page 647, entitled Loop Count. Why is the loop count different for feeder and distribution within each category, i.e., residence and business?

RESPONSE: All residence and business loops have feeder facilities. Therefore, the quantities with feeder facilities match the count of loop samples (i.e., 174 for residence and 175 for business). Not all loops require distribution facilities. The count of loops without distribution facilities differs in the residence and business sample (166 to 146, respectively).

RESPONSE PROVIDED BY: Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Please refer to witness Caldwell's Exhibit DDC-1, Bates-stamped page 757. Please explain what part the fiber feeder percentage plays in the "Total DLC Utilization" calculation.

RESPONSE: As described in Section 3, Page No. 21 of Exhibit DDC-1, the fiber feeder utilization is used to calculate the number of DS0 equivalents served by fiber facilities. The 74% reflects an actual utilization of fiber circuits.

RESPONSE PROVIDED BY:

Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Please refer to witness Caldwell's Exhibit DDC-1, Bates-stamped page 763. Are the costs for the drop and NID included in the SL1 and SL2 loop costs? Please explain your answer.

RESPONSE: Yes, drop and NID costs are included in both the SL1 and SL2 loops. Please refer to Caldwell's Exhibit DDC-1, Page Nos. 649 to 650 and 763 for the following values:

Page No.	Line No.	Description	Value
763	21	Aerial Residence Drop/NID	$27.68
763	51	Aerial Business Drop/NID	$8.69
649	6	Residence % of Loops	77.1%
649	7	Business % of Loops	22.9%
650	10	Aerial Weighted Drop Wire	$23.33

Using the above values, the computation of the Aerial Weighted Drop Wire cost is:

$27.68 x 77.1% + $8.69 x 22.9% = $23.33

RESPONSE PROVIDED BY:

Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: Please refer to witness Caldwell's Exhibit DDC-1, Bates-stamped page 767. What is the material used in the SL2 testpoint?

RESPONSE: *See response to Staff's First Set of Interrogatories in this* Docket, Item No. 13 dated September 2, 1999.

RESPONSE PROVIDED BY:

Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following requests, please refer to witness Caldwell's Exhibit DDC-1, Bates-stamped page 800.

(a) What are "Expense Account – Lev A" and "Expense Account – Lev B?"
(b) Why do they differ?
(c) How do they differ?
(d) Why is Expense Lev A used in the (adjusted ratio of operating expense to investment and not Expense Lev B?
(e) When is Expense Lev B used?

RESPONSE:

(a) These terms refer to the level of detail of expense accounts. Level B is the higher level, i.e., Account 6120 – General Support Expense, which is a summary account of Accounts 6121 – Land and Building Expense, 6122 – Furniture and Artwork Expense, 6123 – Office Equipment Expense, and 6124 – General Purpose Computer Expense. Level A is the lowest level of the expense accounts, i.e., Accounts 6121, 6122, 6123, and 6124.

(b) BellSouth's projected expenses for the forward-looking study period of 1998 to 2000 are originally furnished at Level B. A ratio of Level A/Level B expenses is developed using the previous year actual expenses. This ratio is applied to the Level B projected expenses in order to calculate the Level A projected expenses (the lowest account level needed to calculate the Plant Specific Expense Factors). Attachment No. 1 provides a comparison of the Level A & B accounts applicable to the Plant Specific Factors computation.

RESPONSE: (Continued)

(c) See response to (a) above.

(d) See response to (b) above.

(e) See response to (b) above.

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

PLANT SPECIFIC OPERATIONS EXPENSE ACCOUNTS

Level B Accounts	Level A Accounts
6110 Network Support Expense	6112 Motor Vehicle Expense
	6113 Aircraft Expense
	6114 Special Purpose Vehicle Expense
	6115 Garage Work Equipment Expense
	6116 Other Work Equipment Expense
6120 General Support Expense	6121 Land and Building Expense
	6122 Furniture and Artwork Expense
	6123 Office Equipment Expense
	6124 General Purpose Computer Expense
6210 Central Office Switching Expense	6211 Analog Switching Expense
	6212 Digital Switching Expense
	6215 Electromechanical Expense
6220 Operator Systems Expense	6220 Operator Systems Expense
6230 Central Office Transmission Expense	6231 Radio Systems Expense
	6232 Circuit Equipment Expense
6310 Information Origination/Termination Expense	6311 Station Apparatus Expense
	6341 Large Private Branch Exchange Expense
	6351 Public Telephone Terminal Equipment Expense
	6362 Other Terminal Equipment Expense
6410 Cable and Wire Facilities Expense	6411 Pole Expense
	6421 Aerial Cable Expense
	6422 Underground Cable Expense
	6423 Buried Cable Expense
	6424 Submarine Cable Expense
	6426 Intrabuilding Network Cable Expense
	6441 Conduit Systems Expense

REQUEST: Please refer to witness Caldwell's Exhibit DDC-1, Bates-stamped page 805. What does "CSS" stand for?

RESPONSE: Cost Separations System.

RESPONSE PROVIDED BY:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: In BellSouth's prior agreement with ITC^DeltaCom, did BellSouth pay reciprocal compensation to ITC^DeltaCom for all calls routed over local trunks, including calls to Internet Service Providers (ISPs)? If your response is affirmative, what was the rate? If your response is negative, what was the agreement.

RESPONSE: No. BellSouth did not pay ITC^DeltaCom for ISP calls over local trunks. BellSouth compensated ITC^DeltaCom for true local traffic routed over ITC^DeltaCom's network, consistent with the BellSouth/ITC^DeltaCom Interconnection Agreement. ISP-bound traffic is considered non-local traffic per the FCC, therefore, BellSouth did not pay reciprocal compensation for this traffic.

RESPONSE PROVIDED BY: Patrick Finlen
Manager
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: In BellSouth's prior agreement with ITC^DeltaCom, did ITC^DeltaCom pay reciprocal compensation to BellSouth for all calls routed over local trunks, including calls to Internet Service Providers (ISPs)? If your response is affirmative, what was the rate? If your response is negative, what was the agreement?

RESPONSE: No. BellSouth did not bill ITC^DeltaCom for, nor does it expect ITC^DeltaCom to pay for, calls routed to ISPs. ISP-bound traffic is considered non-local traffic per the FCC, therefore, ITC^DeltaCom did not pay reciprocal compensation for this traffic.

RESPONSE PROVIDED BY: Patrick Finlen
Manager
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: With regards to reciprocal compensation, are BellSouth and ITC^DeltaCom currently operating under the terms of their prior agreement? If your response is negative, please explain how reciprocal compensation is currently being handled by BellSouth and ITC^DeltaCom.

RESPONSE: Yes. BellSouth and ITC^DeltaCom are currently operating under the terms of their Interconnection Agreement dated July 1, 1997. This agreement expired by its terms on June 30, 1999. However, as noted, the parties are continuing to do business under the prior agreement and, pursuant to that agreement, the rates, terms and conditions of the new agreement will apply retroactively. The parties are not in agreement over the payment of reciprocal compensation for ISP-bound calls under the prior agreement.

RESPONSE PROVIDED BY: Patrick Finlen
Manager
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: For purposes of the following requests, please refer to the list of tentative issues identified in Order No. PSC-99-1589-PCO-TP.

(a) What is the definition of the term "extended loop," as used in Issue 8(a)?
(b) Does BellSouth propose rates for extended loops or the loop/port combination as referred to in Issue 8(b)? If your response is affirmative, what are BellSouth's proposed rates? If your response is negative, please explain why.

RESPONSE: (a) Mr. Varner's direct testimony (p. 25) defines "extended loop" as a combination of a local loop and dedicated transport that extends from an end user to DeltaCom's collocation space, or a combination of UNEs. In Mr. Varner's rebuttal testimony (pp. 10-11) he elaborated that ITC^DeltaCom's term "extended loop" refers to its orders for UNE loops to be terminated to a special access facility, which would be a combination of a UNE and a BellSouth tariffed service.

(b) BellSouth does not propose rates for extended loops or the loop/port combination because, under the Act and the currently effective FCC Rules, BellSouth is required to provide neither combinations of UNEs nor a combination of a UNE and a retail service. Even after the FCC issues its UNE rules, BellSouth will not be required to provide the extended loop. Any rates BellSouth may propose for such combinations would be voluntary, and subject to a commercial agreement outside the interconnection agreement.

RESPONSE PROVIDED BY:

Alphonso Varner
Senior Director
675 West Peachtree Street
Atlanta, Georgia 30375

REQUEST: For the purpose of the following requests, please refer to witness Varner's Rebuttal Testimony, beginning on page 18, line 20, and continuing through page 20, line 2.

(a) If BellSouth's ADSL service (contained in BellSouth's FCC Tariff No. 1) is non-designed, please explain how BellSouth knows that any customer's loop is capable of providing ADSL service.
(b) Please explain, in detail, what the term "overlay" means as it is used on page 18, line 23.
(c) What activities does BellSouth perform when it overlays ADSL tariffed service onto a customer's line? (See page 20, lines 1-2)
(d) Please identify each difference between ADSL as an overlay to service (page 18, line 23) and as an "ADSL-compatible loop (that) is a connection from the BellSouth wire center to the end user's premises that is technically capable of providing both ADSL and basic local exchange service." (See page 19, lines 10-12)
(e) Please identify the actions BellSouth takes when, with BellSouth's tariffed ADSL service, "certain network configurations could cause the line to lose its ability to support ADSL service," and a customer's line actually loses its ability to support ADSL service. (See page 19, lines 19-21)

RESPONSE:

(a) BellSouth does not "know" (at least not with 100% accuracy) that a given loop will support ADSL. What BellSouth knows is based on certain attributes in existing loop records and is subject to database errors.

When an ALEC orders an unbundled local loop, the ALEC faces the same uncertainty as does a BellSouth retail customer concerning whether the serving loop will or will not support ADSL. If an ALEC wants certainty, the ALEC should order the "ADSL-compatible" UNE.

RESPONSE: (Cont.)

(b) The term "overlay" as it concerns ADSL implementation means that BellSouth does not create a separate transmission facility to provide ADSL. Enabling ADSL on an end user customer's copper loop consists of a physical work function and a logical work function. The physical work function consists of re-termination of the end user customer's loop appearance in the BellSouth Central Office so that it passes through the Low Pass Filter Card (Splitter) of the ADSL DSLAM (Digital Subscriber Loop Access Multiplexer). This allows voice signals and data signals to be separated. The voice signals continue through the splitter to the OE (Originating Equipment) of the Class 5 (Voice) switch. The data signals (ADSL) are routed to the BellSouth Asynchronous Transfer Mode (ATM) Switching Network and then on to the Internet Service Provider.

The Logical work function consists of creating a multi-segment, ATM Permanent Virtual Circuit (PVC) path from the end user customer's ADSL equipment, through the BellSouth ATM Network, to the Internet Service Provider's routing equipment.

(c) The following activities are performed when overlaying a tariffed ADSL service on to an existing customer line: processing the service order (including facility assignment), and connecting and testing (as described in (b) preceding).

(d) An ADSL-compatible UNE Loop is one that has been certified by BellSouth as being technically capable of supporting ADSL when the appropriate ADSL equipment (both ALEC collocated DSLAM and end user customer Customer Premises Equipment (CPE)) is connected. When an ALEC purchases an ADSL-compatible UNE Loop, BellSouth ensures that the loop will remain ADSL compatible.

RESPONSE: (Cont.)

BellSouth ADSL service is enabled over an end user customer's existing copper loop which is currently providing BellSouth POTS service to that end user customer. When an end user customer requests ADSL (from its chosen ISP), the ISP first accesses a BellSouth-provided Loop Qualification database to ascertain whether the loop is shown as Qualified or Not Qualified for ADSL service. If Qualified, the ISP submits a request to BellSouth and the physical and logical work functions described above are performed. As stated in (b) above, both BellSouth and the ISP assume a risk that, when the work is completed (by BellSouth and by the ISP), ADSL may not actually work over the loop.

(e) The "certain network configurations" could consist of upgrading the network to Digital Loop Carrier (DLC) equipment and not having an ADSL Remote Solution available, or some loop trouble which would force BellSouth to move the end user customer's POTS service from its existing copper pair to one that is either loaded or too long to support ADSL. Other circumstances that increase the noise level from interference sources can cause the ADSL signal to lose synchronization. The loss of ADSL service can be corrected with the deployment of a remote ADSL solution.

RESPONSE PROVIDED BY: Alphonso J. Varner
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: Witness Varner states, beginning on page 21, line 25, and continuing through page 22, line 2 of his Rebuttal Testimony, that, "Although the disconnect and new connect may be performed by the same technician, on the same visit, the work activities are separate functions." In witness Caldwell's Exhibit DDC-1, Bates-stamped pages 63 and 69, the only disconnect activity shown is under the category "Connect & Test" is "CO I&M Field wires circuit at collocation site." Is witness Varner referring to the technician's visit to the collocation site?

RESPONSE: Yes.

RESPONSE PROVIDED BY:

Alphonso Varner
Senior Director
675 West Peachtree Street
Atlanta, Georgia 30375

REQUEST:

(a) What causes the difference in work times between the ADSL/HDSL compatible loops and the SL1 and SL2 rates?

(b) Are the work times for ADSL/HDSL compatible loops reflective of the work times that actually occur? Please explain your answer.

(c) If the answer to (c) is negative, then please explain why the cost studies for ADSL/HDSL compatible loop were not updated.

RESPONSE:

(a) Similar work efforts occur in provisioning SL1/SL2 loops as do in provisioning ADSL/HDSL compatible loops. The major difference is that ADSL/HDSL compatible loops require 100% dispatch whereas SL1/SL2 assume a 20% dispatch. This assumption impacts the connect and test functions performed by the Installation & Maintenance work force.

(b) Yes, the work times were provided by SMEs (Subject Matter Experts) knowledgeable about the work performed in each of the involved centers.

(c) See response to (b) above.

RESPONSE PROVIDED BY:

Robert McKnight
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For the following request, please refer to the direct testimony of David Scollard, page 4 lines 7-16.

(a) Please explain the "multi-tariff, multi-bill" method of Meet Point Billing.
(b) Please explain what a "border interconnection percentage" is as it pertains to Meet Point Billing procedures.
(c) Why should this percentage be set at 95% BellSouth and 5% ITC^DeltaCom?

RESPONSE:

(a) Meet Point Billing via the multi-tariff, multi-bill option is used in situations where two or more local exchange carriers jointly provide access services to a customer and each provider submits a bill for its portion of the service using the regulations, rates and charges set forth in its Access Services Tariff. This method of meet point billing is referenced in BellSouth's Florida Access Services Tariff Section E.2.4.8 (C).

(b) The border interconnection percent (BIP) is defined as that point around which two Local Exchange Companies provide a customer with a jointly provided access service. The percentages are developed for each interconnection point between the two LECs and the customer. The BIP is used to determine the portion which each provider can bill the customer for various distance sensitive rate elements.

(c) BellSouth is proposing the use of a global BIP for all jointly provided services only when a CLEC providing a portion of the service refuses to file billing information in the National Exchange Carriers Association (NECA) tariffs. Using this global set of parameters, the customer of the jointly provided service will be able to verify billing with the least amount of administrative effort. The proposal of the 95% / 5% BIP was developed with an eye towards past arrangements with Independent Telephone Companies (ICOs).

RESPONSE PROVIDED BY: David Scollard
Manager
600 North 19th Street
Birmingham, AL 35203

REQUEST: Please refer to witness Scollard's Direct Testimony (page 3, line 21), where he refers to the "MECAB and MECOD methods." Please explain MECAB and MECOD methods as they relate to Meet Point Billing procedures.

RESPONSE: The Message Exchange Carrier Access Billing (MECAB) and the Message Exchange Carrier Ordering Document (MECOD) are the set of guidelines developed by the industry at the Ordering and Billing Forum (OBF) to define the roles and responsibilities of both providers and customers when access services are jointly provided to an Interexchange Carrier. The MECAB outlines the various guidelines to be followed when the services are to be billed. For example, the guidelines address how the providers are to record calls, how the recordings are to be shared between providers, how the division of distance sensitive rate elements is to occur, how the customer is to receive details of the agreements between the providers for purposes of verifying bills, etc.

On the other hand, the MECOD details the guidelines to be followed when a customer orders a jointly provided service from local exchange companies. These guidelines spell out what information is to be included on ordering documents sent to the providers, where that customer wants its bills to be sent, what types of interconnection services it is requesting, etc.

Taken together, the MECAB and MECOD guidelines form the basis for meet point billing and provide a means for all carriers (both customers and providers) to efficiently and effectively serve end users.

RESPONSE PROVIDED BY: David Scollard
Manager
600 North 19th Street
Birmingham, AL 35203

REQUEST: Does BellSouth currently assign specific UNE Center personnel for coordinating orders placed by any ALECs?

(a) If so, please identify ALECs.
(b) If so, are there additional charges for this arrangement?

RESPONSE: No.

(a) N/A
(b) N/A

RESPONSE PROVIDED BY:

W. Keith Milner
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: What is the procedure that takes place when converting customers from resale to unbundled network elements?

RESPONSE: 1. If the resale account is being converted to UNEs and the ALEC combines the UNEs:

The ALEC submits a Local Service Request ("LSR") for individual UNE element(s). If the ALEC chooses a coordinated conversion, BellSouth coordinates with the ALEC to coordinate the conversion. BellSouth reuses the loop to the customer premises and wires both the port, if ordered, and the loop to the ALEC collocation point. The ALEC wires a connection between the two at the collocation point. If the ALEC is supplying dialtone, the ALEC wires to its equipment at the collocation point and then connects the arrangement to its switch via various transport configurations. Appropriate service orders would be issued to bill the ALEC for the individual UNE rates.

2. If the resale account is being converted to a UNE combination:

The ALEC negotiates an amendment to its interconnection agreement to have BellSouth convert existing resold service to UNE combinations. BellSouth reuses all facilities currently used to provision resold service to the end user. There is no physical work required in the central office or at the end user customer's location to convert resold service to UNE combinations. Appropriate orders are issued to convert the service from resold to UNE combination(s) which bill a one time glue charge for BellSouth's work in supplying the connection and for recurring charges for the individual UNE elements.

RESPONSE PROVIDED BY: Alphonso J. Varner
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: For purposes of the following request, please refer to witness Thomas' Rebuttal Testimony, page 3, lines 5 – 8. Mr. Thomas stated that ITC^DeltaCom is extremely concerned that BST is now indicating that it may not be technically feasible for ITC^DeltaCom to obtain ordering and provisioning services equal to the which BellSouth provides to itself or others.

(a) Did BellSouth, in fact, give ITC^DeltaCom this indication?
(b) If so, when?
(c) How was this information transmitted to ITC^DeltaCom?
(d) If your response is affirmative, please explain why it may not be technically feasible.
(e) When might BST make a final determination whether or not it is technically feasible to provide ITC^DeltaCom with ordering and provisioning services equal to that which it provides to itself or others?

RESPONSE: BellSouth denies giving ITC^DeltaCom any indication that BellSouth would not provide parity in the ordering and provisioning of services to ITC^DeltaCom. Mr. Thomas is making an unsubstantiated allegation in his rebuttal testimony on page 3, lines 5-8.

RESPONSE PROVIDED BY: Patrick Finlen
Manager
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: For purposes of the following request, please refer to witness Varner's Direct Testimony, page 18, line 25 through page 19, line 4. Since BellSouth does not provide UNEs to itself or to its retail customers, please provide in a table format installation intervals and provisioning intervals for all IDLC, UDLC, DS01 two-wire HDSL, four-wire HDSL, Two-wiresSL1 and Two-wireSL2 Loops that BellSouth has provisioned or installed for the five largest ALECs in Florida since 1/1/99.

RESPONSE: BellSouth is unable to provide intervals on IDLC and UDLC since these are network architectures and not products. Attached is the Order Completion Intervals for SL1, SL2, 2-wire and 4-wire HDSL with the following disaggregation:

1) Order Completion Interval - Dispatch (based on standard interval)
2) Order Completion Interval - Dispatch (based on customer requested interval beyond standard interval, appt. code L)
3) Order Completion Interval - No Dispatch (based on standard interval)
4) Order Completion Interval - No Dispatch (based on customer requested interval beyond standard interval, appt. code L)

All tables are customer specific based on the 5 largest users of these services in Florida followed by an aggregate of all users in Florida at the MSA level with a summary at the end of each section. The ALECs (labeled CLEC on the tables) are identified by a 4 digit code; 4085, 7280, 7050, 7391, and 7125. BellSouth was only able to produce these tables back to March 1999 based on availability of data.

RESPONSE PROVIDED BY: Dave Coon
Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: For purposes of the following request, please refer to witness Milner's Direct Testimony, page 4 lines 14-15. Are facility assignments for UNE loops using Integrated Digital Loop Carrier (IDLC) configurations made (sold) on a single channel basis, multiple channel basis, or some other basis? Please explain your response.

RESPONSE: Integrated Digital Loop Carrier (IDLC) technology merges the loop and switching facilities together in such a way that interfacing equipment referred to as Central Office Terminals (COTs) is not required. BellSouth assigns facilities on a loop-by-loop basis (single channel basis). The methods described in Mr. Milner's testimony each allow the ALEC to request and be provided individual unbundled loops.

RESPONSE PROVIDED BY: W. Keith Milner
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: For purposes of the following request, please refer to witness Milner's Rebuttal Testimony, page 2 lines 19-23 and page 3, lines 11- -2. Without an ALEC's Bona Fide Request (BFR), what factors determine the method(s) to provide service over IDLC equipment, and, can the ALEC choose among the methods, if applicable? Please explain your answer.

RESPONSE: As set forth in witness Milner's Rebuttal Testimony on pages 4-6, there are presently six possible methods which might be used to provide UNE loops to end users served by IDLC equipment. BellSouth chooses the most appropriate method for use in a particular situation on a case-by-case basis. Generally, the methods would be tried in the order discussed since the engineering complexity increases as one proceeds through the list. However, the capability of the network (that is,the serving loop and associated central office) also impacts which method of serving is available for consideration. Typically, an ALEC is not consulted when BellSouth is deciding among the various provisioning arrangements that might be available for a particular service order.

RESPONSE PROVIDED BY: W. Keith Milner
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: Under what conditions does BellSouth require ITC^DeltaCom to reimburse BellSouth for cost incurred by BellSouth to accommodate modifications made by ITC^DeltaCom to an order after sending a Firm Order Confirmation (FOC)?

RESPONSE: This interrogatory seeks information relating to Issue 19 (ITC^DeltaCom No. 2(c)(x)), which the parties have resolved and, therefore, is no longer a matter for this arbitration.

RESPONSE PROVIDED BY:

Alphonso Varner
Senior Director
675 West Peachtree Street
Atlanta, Georgia 30375

REQUEST: What information is included on a Firm Order Confirmation that BellSouth has for its own customers?

RESPONSE: BellSouth does not have a corresponding FOC notice for its retail operations, but has designated a retail analogue in its Service Quality Measurements. The FOC is a process that was developed exclusively to provide such information for CLECs.

RESPONSE PROVIDED BY: Ronald Pate
Director
675 West Peachtree Street
Atlanta, GA 30375

Legal Department

MICHAEL P. GOGGIN
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5561

October 18, 1999

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 990750-TP (ITC^DeltaCom)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Responses and Objections to Staff's Second Request for Production of Documents, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Michael P. Goggin

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

DOCUMENT NUMBER-DATE
12702 OCT 18 99
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re:	)	Docket No. 990750-TP
	)	
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. pursuant to the Telecommunications Act of 1996.	)	
	)	Filed: October 18, 1999

BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSES AND OBJECTIONS TO STAFF'S SECOND REQUEST FOR PRODUCTION

BellSouth Telecommunications, Inc., ("BellSouth") pursuant to Rule 28-106.206, *Florida Administrative Code*, and Rules 1.340, 1.350 and 1.280, *Florida Rules of Civil Procedure*, file the following Responses and Objections to the Second Request for Production served by the Staff of the Florida Public Service Commission's ("Staff") on September 28, 1999.

GENERAL OBJECTIONS

1. BellSouth objects to the interrogatories and requests for production of documents to the extent they seek to impose an obligation on BellSouth to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

2. BellSouth objects to the interrogatories and requests for production of documents to the extent they are intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Commission. BellSouth objects to

such interrogatories and requests for production of documents as being irrelevant, overly broad, unduly burdensome, and oppressive.

3. BellSouth objects to each and every interrogatory, request for production of documents and instruction to the extent that such interrogatory, request for production of documents or instruction calls for information which is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. BellSouth objects to each and every request for interrogatory and request for production of documents insofar as the interrogatory or request for production of documents is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests. Any answers provided by BellSouth in response to these interrogatories and requests for production of documents will be provided subject to, and without waiver of, the foregoing objection.

5. BellSouth objects to each and every interrogatory and request for production of documents insofar as the interrogatory or request for production of documents is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. BellSouth will attempt to note in its responses each instance where this objection applies.

6. BellSouth objects to providing information to the extent that such information is already in the public record before the Commission.

7. BellSouth objects to each and every interrogatory and request for production of documents to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to §90.506, *Florida Statutes*. BellSouth also objects to each and every interrogatory and request for production of documents that would require the disclosure of customer specific information, the disclosure of which is prohibited by §364.24, *Florida Statutes*. To the extent that Staff requests proprietary information that is not subject to the "trade secrets" privilege or to §364.24, BellSouth will make such information available to Staff at a mutually agreeable time and place upon the execution of a confidentiality agreement, or subject to a Request for Confidential Classification.

8. BellSouth objects to Staff's discovery requests, instructions and definitions, insofar as they seek to impose obligations on BellSouth that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

9. BellSouth objects to each and every interrogatory and request for production of documents, insofar as any of them is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

10. BellSouth is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, BellSouth creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized.

Therefore, it is possible that not every document has been identified in response to these interrogatories and requests for production of documents. BellSouth will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the interrogatories and requests for production of documents purport to require more, BellSouth objects on the grounds that compliance would impose an undue burden or expense.

SPECIFIC RESPONSES AND OBJECTIONS

REQUEST NO 6: **Please provide all documents identified in response to Staff's Second Set of Interrogatories No. 27(d)**

RESPONSE: Not applicable.

REQUEST NO 7: **Please provide all documents identified in response to Staff's Second Set of Interrogatories No. 30(e)**

RESPONSE: Not applicable.

REQUEST NO 8: **Please provide all documents identified in response to Staff's Second Set of Interrogatories No. 32(b).**

RESPONSE: See the response to Interrogatory Item No. 32(b) for location of applicable documents in Exhibit DDC-4.

REQUEST NO 9: Please provide all documents identified in response to Staff's Second Set of Interrogatories No. 32(c)

RESPONSE: See the response to Interrogatory Item No. 32(c) for location of applicable documents in Exhibit DDC-4.

REQUEST NO 10: Referring to Exhibit DDC-4, Bates-stamped page 000007, please provide the derivation of the Land and the Building factors and any and all documents that support the values used in the derivations.

RESPONSE: See Exhibit DDC-4, filed August 16, 1999. Section 4, Page Nos. 30 to 31 provides an explanation of the land and building loadings. Appendix B, Page Nos. 805 to 808 provide worksheets showing the calculations.

REQUEST NO 11: Referring to Exhibit DDC-4, Bates-stamped page 000008, please provide derivations of the following factors and any and all documents that support the values used in the derivations: Depreciation, Cost of Money, Income Tax, Plant Specific Expenses, and Ad Valorem Expense.

RESPONSE: See Exhibit DDC-4, filed August 16, 1999. Section 4 provides an explanation of the factors, and Appendix B provides worksheets showing the calculations of the factors. Locations of the appropriate supporting documents are:

Factor	Section 4 (Page Nos.)	Appendix B (Page Nos.)
Depreciation	32 to 34	827 to 831
Cost of Money	32 to 34	827 to 831
Income Tax	32 to 34	827 to 831 & 833 to 834
Plant Specific Expenses	34 to 36	797 to 826
Ad Valorem	36	832 & 835

REQUEST NO 12: For purposes of the following request, please refer to Exhibit DDC-4, Bates-stamped page 000021, line 278. Please provide any and all documents and work papers that support the projected values for mechanized LSRs.

RESPONSE: See Attachment No. 1. This document is **proprietary** and is subject to nondisclosure provisions.

REQUEST NO 13: Please provide any and all documents that support the response to Staff's Second Set of Interrogatories No. 55(a).

RESPONSE: Please see the direct and rebuttal testimony of Alphonso J. Varner filed in this docket. See also testimony of ITC^DeltaCom witnesses Thomas Hyde (direct and rebuttal) and Don Wood (rebuttal).

REQUEST NO 14: Please provide any and all documents that support the response to Staff's Second Set of Interrogatories No. 55(b).

RESPONSE: The documents which support BellSouth's response to Interrogatory No. 55(b) are the following:

The Telecommunications Act of 1996
The Eighth Circuit Court's decision in *Iowa Utilities Board*
The Supreme Court Order in *Iowa Utilities Board*
FCC Rule 51.315(c)-(f)
Direct and Rebuttal Testimony of Alphonso J. Varner in this docket

These documents are part of the public record in these cases mentioned, are readily available to the parties.

REQUEST NO 15: Please provide any and all documents that support the response to Staff's Second Set of Interrogatories No. 56(b).

RESPONSE: Subject to the General Objections above, responsive documents will be produced. The BellSouth ADSL Technical Service Description is **proprietary** and is subject to nondisclosure provisions.

REQUEST NO 16: Please provide any and all documents that support the response to Staff's Second Set of Interrogatories No. 56(c).

RESPONSE: See BellSouth's response to POD No. 15.

REQUEST NO 17: Please provide any and all documents that support the response to Staff's Second Set of Interrogatories No. 56(d).

RESPONSE: See BellSouth's response to POD No. 15.

REQUEST NO 18: Please provide any and all documents that support the response to Staff's Second Set of Interrogatories No. 56(e).

RESPONSE: Not applicable.

REQUEST NO 19: Please provide any and all documents that support the response to Staff's Second Set of Interrogatories No. 58(a).

RESPONSE: No responsive documents are available.

REQUEST NO 20: Please provide any and all documents that support the response to Staff's Second Set of Interrogatories No. 58(b).

RESPONSE: See response to Staff's First Set of Interrogatories, Item No. 8 in this Docket.

Respectfully submitted this 18th day of October, 1999.

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BELLSOUTH TELECOMMUNICATIONS, INC.

FPSC DKT NO. 990750-TP

STAFF'S 2ND REQUEST FOR PRODUCTION OF DOCUMENTS

POD NO. 15

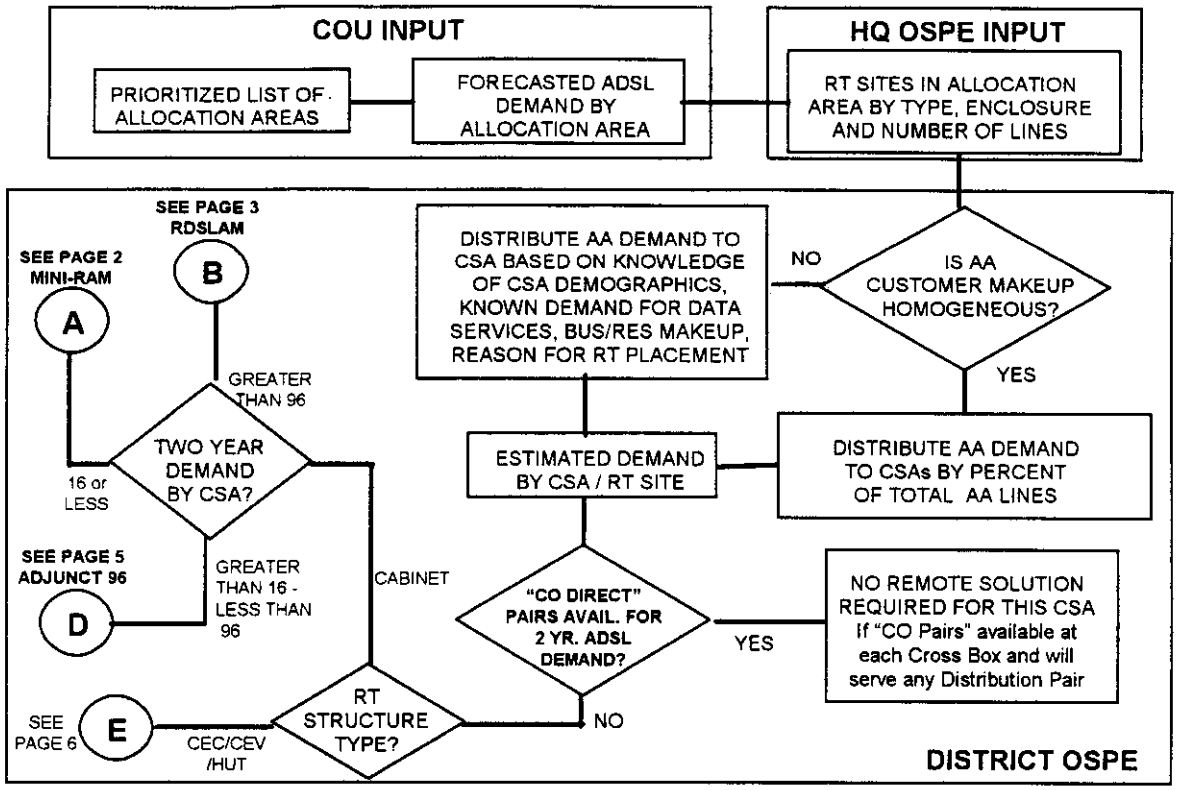
ADSL OPERATIONS TEAM
AUGUST 4, 1999

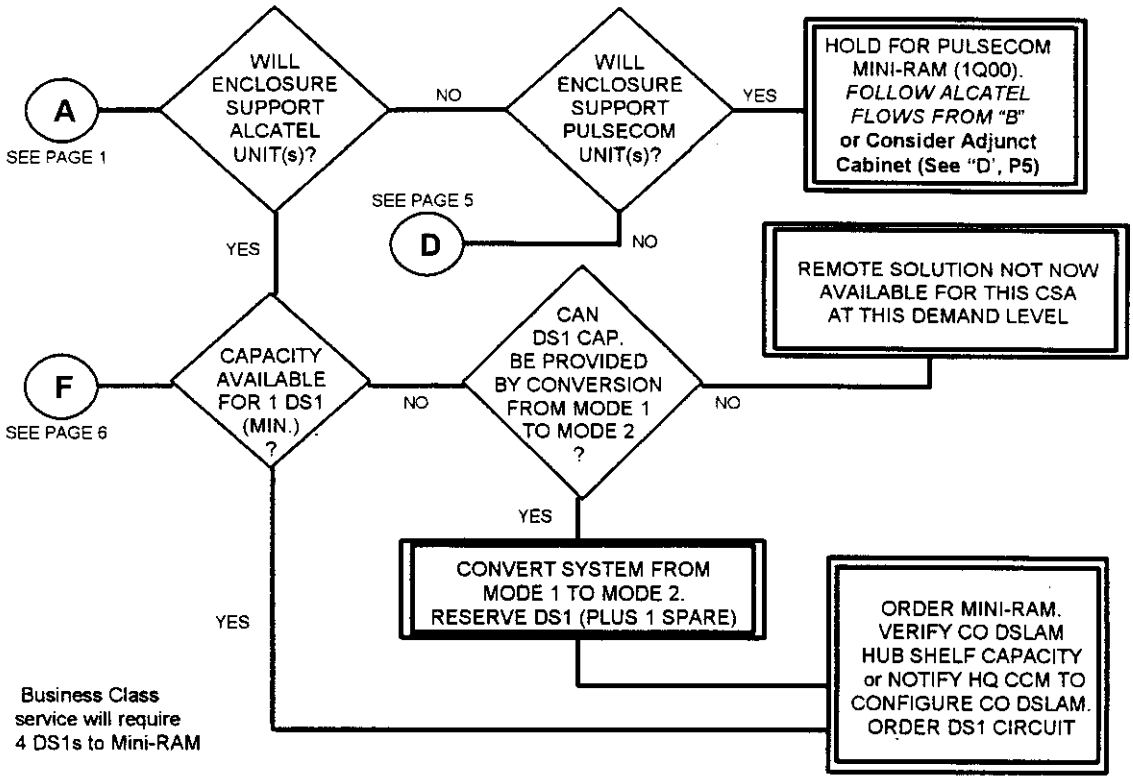
The following decision matrix is intended to be utilized as part of the RT Site Survey process. The expected result is a recommendation by the field Outside Plant Engineer (or Loop Capacity Manager) and the Remote Site Survery Vendor (Lucent)as to the most appropriate Remote Solution which should be used to provide ADSL service to End Users in each Carrier Serving Area (RT Site).

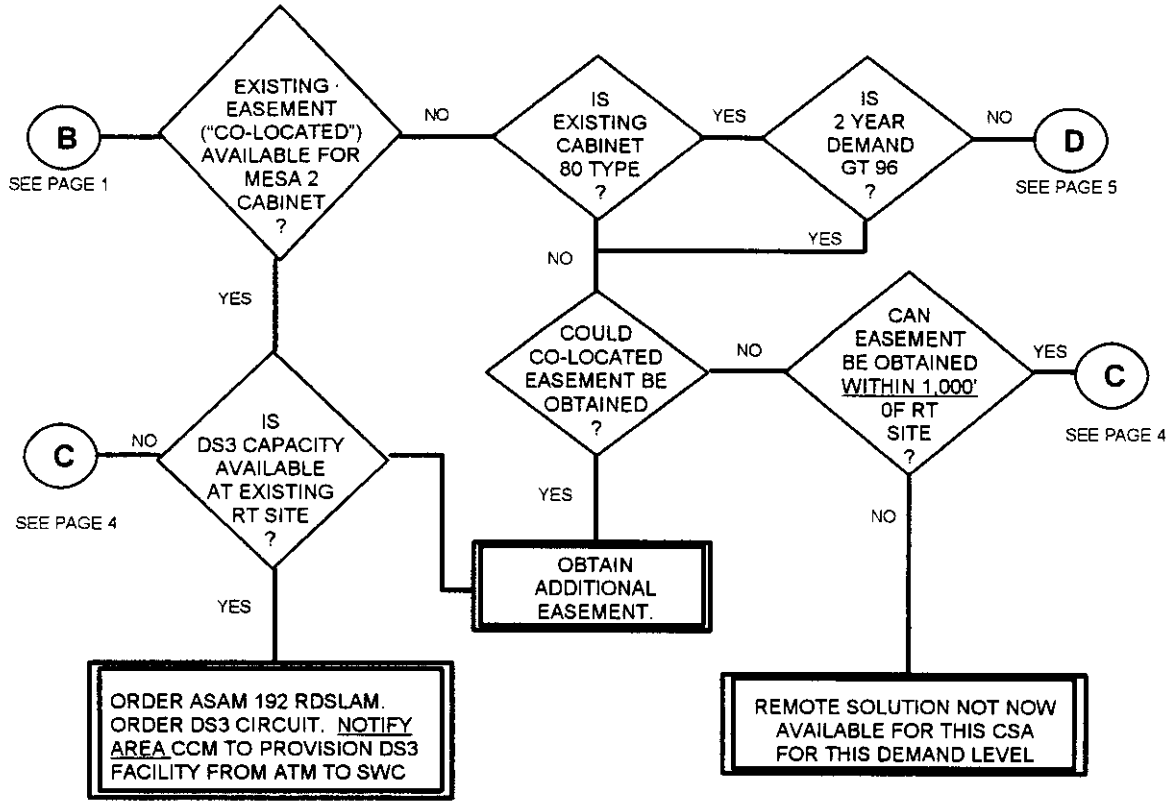
While the initial (and budgeted) ADSL Remote Solutions included only the full Remote DSLAM (RDSLAM in MESA2 Cabinet) and the Alcatel Mini-RAM, this decision matrix includes additional solutions which will be available in July and August. Because of the introduction of these new solutions and their varying costs; along with the existing budgetary constraints for Remote Solution Deployments in 1999, all RT Site Survey Results will be reviewed by the HQ ADSL Staff for funding approval for specific deployments.

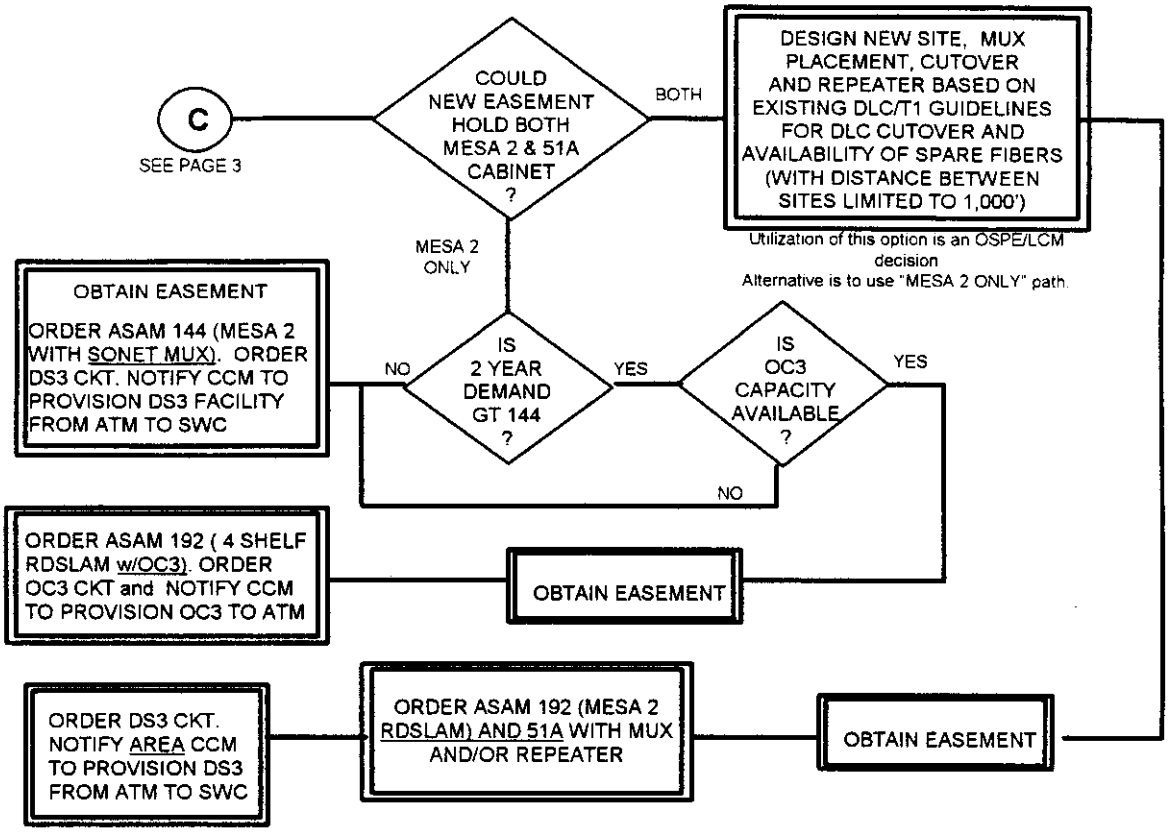
LEGEND: 

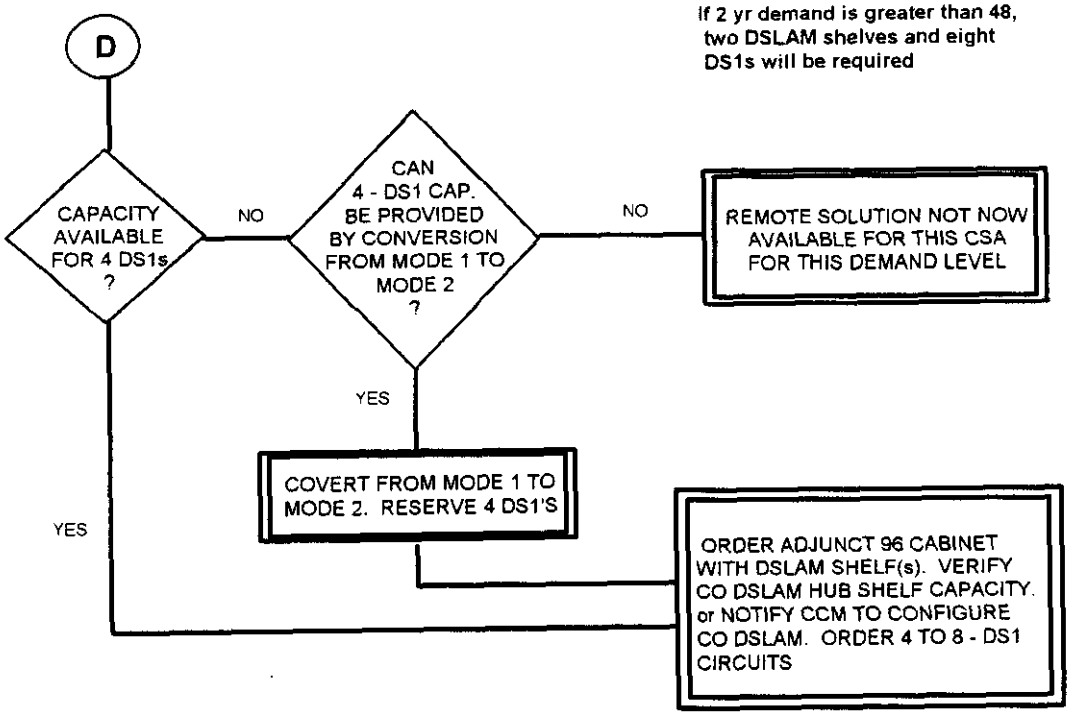
These blocks denote District OSPE recommendations which are to be evaluated by the HQ ADSL Team

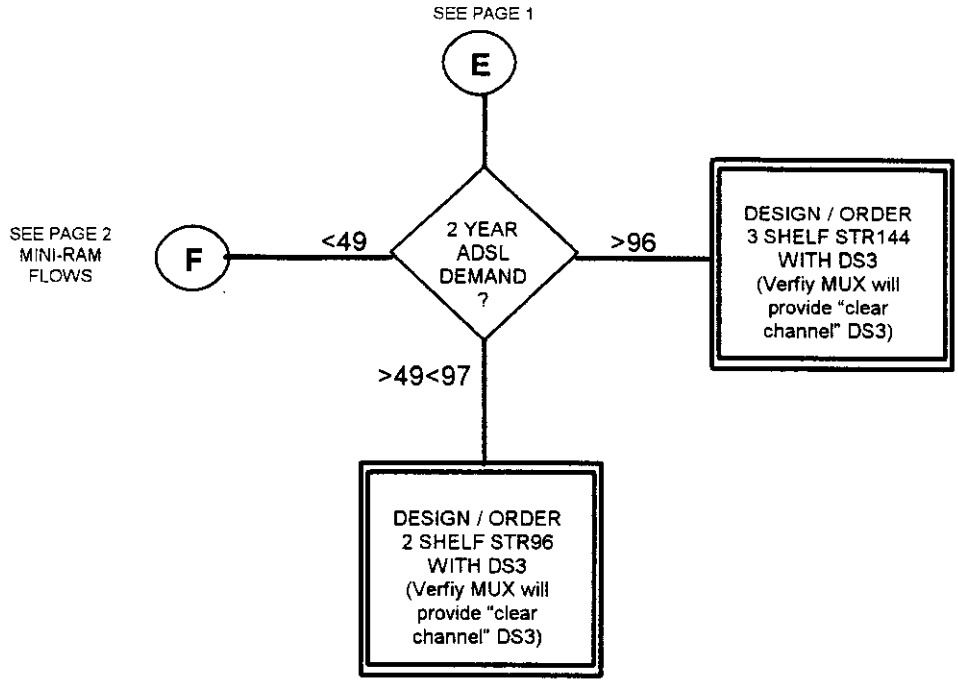

COU INPUT
PRIORITIZED LIST OF ALLOCATION AREAS
FORECASTED ADSL DEMAND BY ALLOCATION AREA
HQ OSPE INPUT
RT SITES IN ALLOCATION AREA BY TYPE, ENCLOSURE AND NUMBER OF LINES
SEE PAGE 3 RDSLAM
B
SEE PAGE 2 MINI-RAM
A
DISTRIBUTE AA DEMAND TO CSA BASED ON KNOWLEDGE OF CSA DEMOGRAPHICS, KNOWN DEMAND FOR DATA SERVICES, BUS/RES MAKEUP, REASON FOR RT PLACEMENT
NO
IS AA CUSTOMER MAKEUP HOMOGENEOUS?
YES
GREATER THAN 96
TWO YEAR DEMAND BY CSA?
16 or LESS
ESTIMATED DEMAND BY CSA / RT SITE
DISTRIBUTE AA DEMAND TO CSAs BY PERCENT OF TOTAL AA LINES
SEE PAGE 5 ADJUNCT 96
D
GREATER THAN 16 - LESS THAN 96
CABINET
"CO DIRECT" PAIRS AVAIL. FOR 2 YR. ADSL DEMAND?
YES
NO REMOTE SOLUTION REQUIRED FOR THIS CSA If "CO Pairs" available at each Cross Box and will serve any Distribution Pair
SEE PAGE 6
E
CEC/CEV /HUT
RT STRUCTURE TYPE?
NO
DISTRICT OSPE

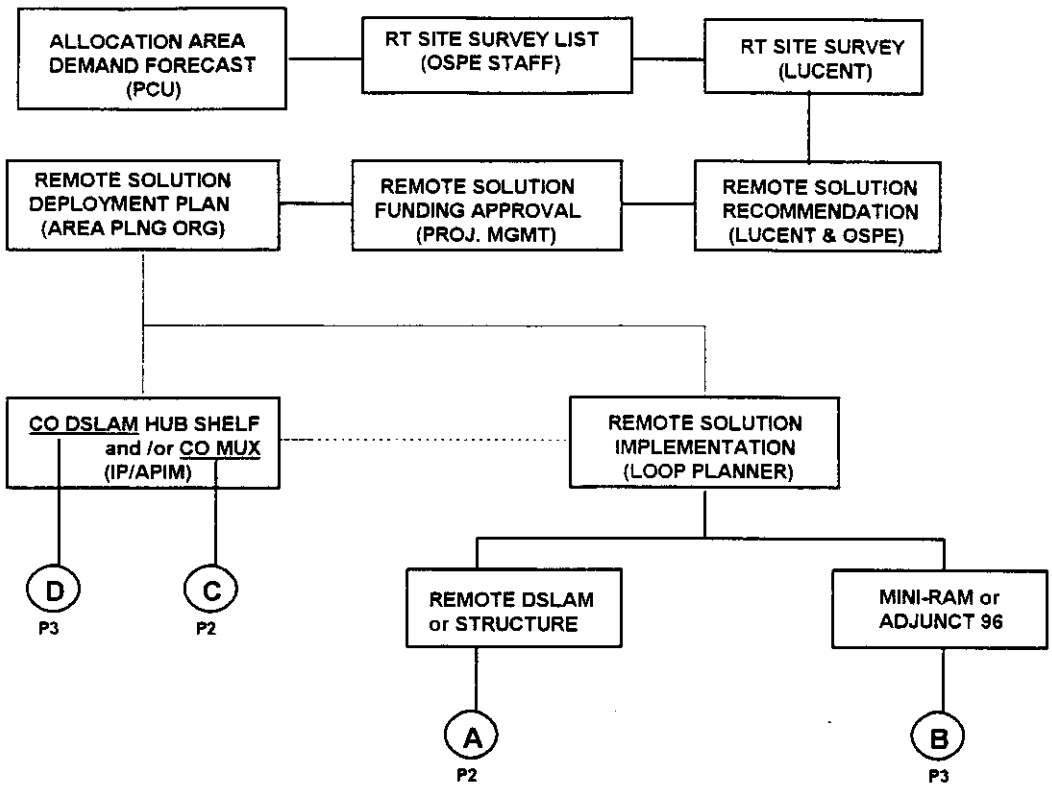

A
SEE PAGE 1
WILL ENCLOSURE SUPPORT ALCATEL UNIT(s)?
NO
WILL ENCLOSURE SUPPORT PULSECOM UNIT(s)?
YES
HOLD FOR PULSECOM MINI-RAM (1Q00). FOLLOW ALCATEL FLOWS FROM "B" or Consider Adjunct Cabinet (See "D', P5)
SEE PAGE 5
D
NO
YES
REMOTE SOLUTION NOT NOW AVAILABLE FOR THIS CSA AT THIS DEMAND LEVEL
F
SEE PAGE 6
CAPACITY AVAILABLE FOR 1 DS1 (MIN.) ?
NO
CAN DS1 CAP. BE PROVIDED BY CONVERSION FROM MODE 1 TO MODE 2 ?
NO
YES
CONVERT SYSTEM FROM MODE 1 TO MODE 2. RESERVE DS1 (PLUS 1 SPARE)
YES
ORDER MINI-RAM. VERIFY CO DSLAM HUB SHELF CAPACITY or NOTIFY HQ CCM TO CONFIGURE CO DSLAM. ORDER DS1 CIRCUIT
Business Class service will require 4 DS1s to Mini-RAM

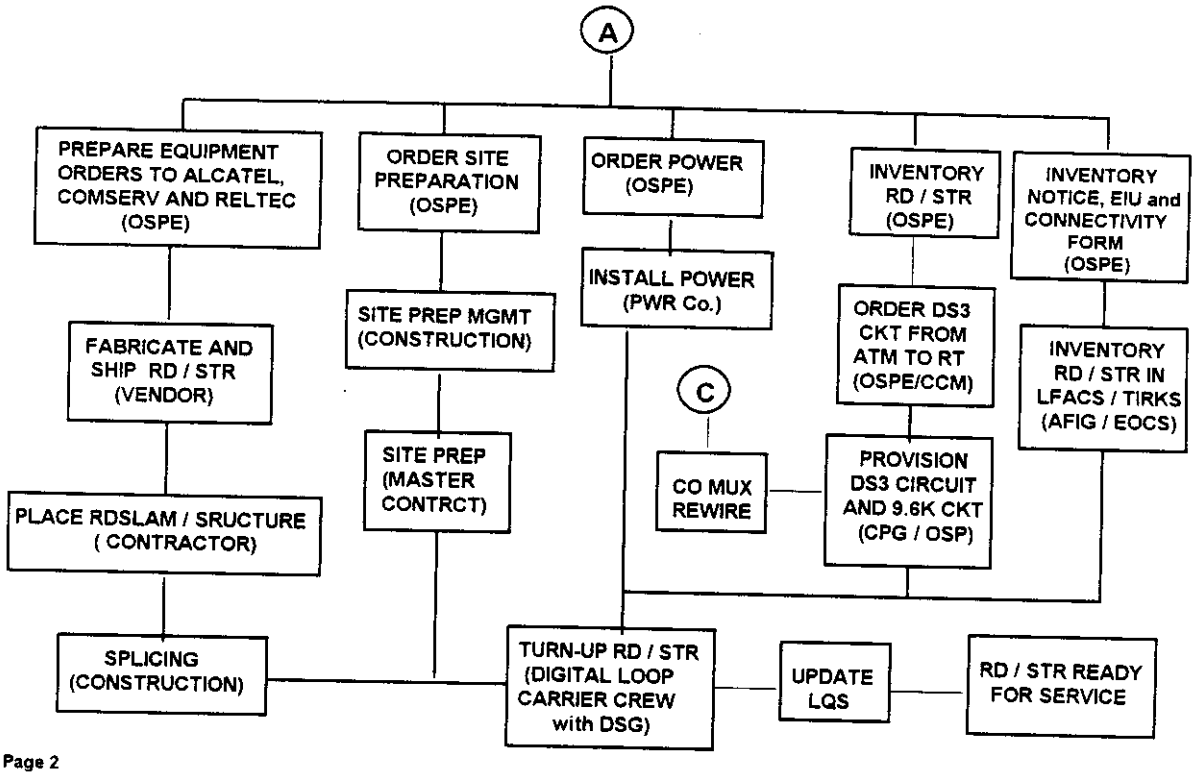

B
SEE PAGE 1
EXISTING EASEMENT ("CO-LOCATED") AVAILABLE FOR MESA 2 CABINET ?
NO
IS EXISTING CABINET 80 TYPE ?
YES
IS 2 YEAR DEMAND GT 96 ?
NO
D
SEE PAGE 5
YES
NO
YES
COULD CO-LOCATED EASEMENT BE OBTAINED ?
NO
CAN EASEMENT BE OBTAINED WITHIN 1,000' OF RT SITE ?
YES
C
SEE PAGE 4
C
SEE PAGE 4
NO
IS DS3 CAPACITY AVAILABLE AT EXISTING RT SITE ?
YES
YES
OBTAIN ADDITIONAL EASEMENT.
NO
YES
ORDER ASAM 192 RDSLAM. ORDER DS3 CIRCUIT. NOTIFY AREA CCM TO PROVISION DS3 FACILITY FROM ATM TO SWC
REMOTE SOLUTION NOT NOW AVAILABLE FOR THIS CSA FOR THIS DEMAND LEVEL

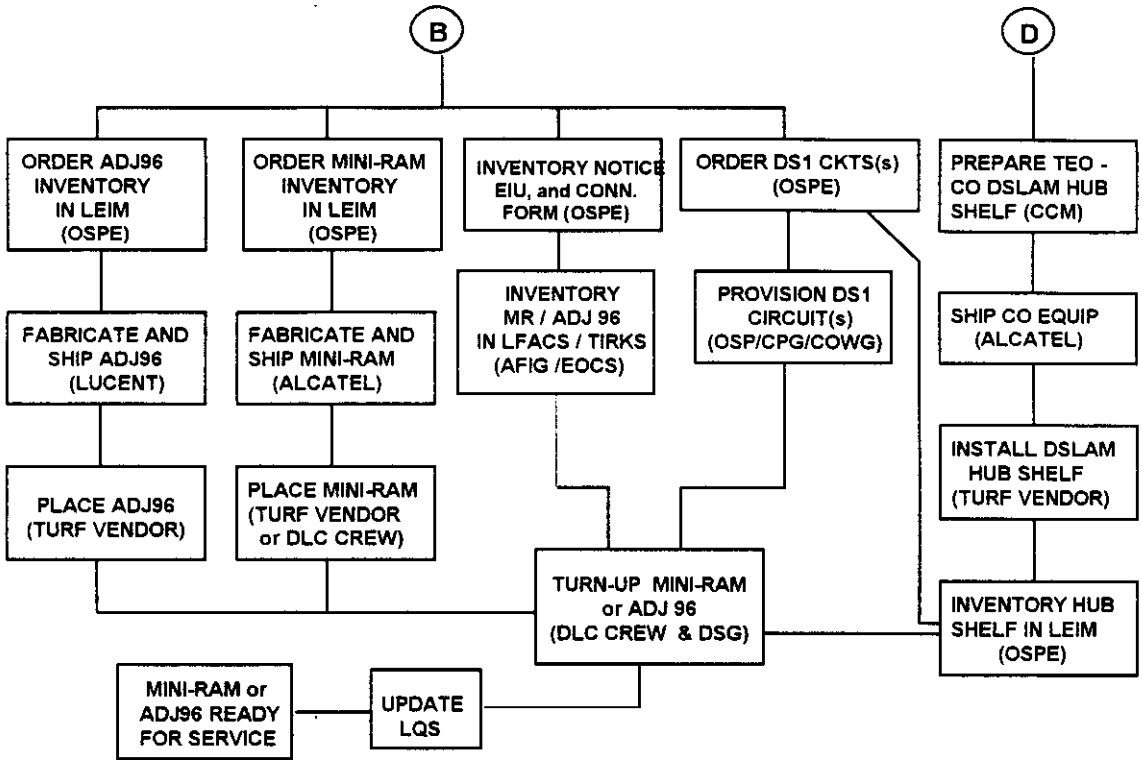

C
SEE PAGE 3
COULD NEW EASEMENT HOLD BOTH MESA 2 & 51A CABINET ?
BOTH
DESIGN NEW SITE, MUX PLACEMENT, CUTOVER AND REPEATER BASED ON EXISTING DLC/T1 GUIDELINES FOR DLC CUTOVER AND AVAILABILITY OF SPARE FIBERS (WITH DISTANCE BETWEEN SITES LIMITED TO 1,000')
Utilization of this option is an OSPE/LCM decision
Alternative is to use "MESA 2 ONLY" path.
MESA 2 ONLY
OBTAIN EASEMENT
ORDER ASAM 144 (MESA 2 WITH SONET MUX). ORDER DS3 CKT. NOTIFY CCM TO PROVISION DS3 FACILITY FROM ATM TO SWC
NO
IS 2 YEAR DEMAND GT 144 ?
YES
IS OC3 CAPACITY AVAILABLE ?
YES
NO
ORDER ASAM 192 (4 SHELF RDSLAM w/OC3). ORDER OC3 CKT and NOTIFY CCM TO PROVISION OC3 TO ATM
OBTAIN EASEMENT
ORDER DS3 CKT. NOTIFY AREA CCM TO PROVISION DS3 FROM ATM TO SWC
ORDER ASAM 192 (MESA 2 RDSLAM) AND 51A WITH MUX AND/OR REPEATER
OBTAIN EASEMENT


D
If 2 yr demand is greater than 48, two DSLAM shelves and eight DS1s will be required
CAPACITY AVAILABLE FOR 4 DS1s ?
NO
CAN 4 - DS1 CAP. BE PROVIDED BY CONVERSION FROM MODE 1 TO MODE 2 ?
NO
REMOTE SOLUTION NOT NOW AVAILABLE FOR THIS CSA FOR THIS DEMAND LEVEL
YES
COVERT FROM MODE 1 TO MODE 2. RESERVE 4 DS1'S
YES
ORDER ADJUNCT 96 CABINET WITH DSLAM SHELF(s). VERIFY CO DSLAM HUB SHELF CAPACITY. or NOTIFY CCM TO CONFIGURE CO DSLAM. ORDER 4 TO 8 - DS1 CIRCUITS


SEE PAGE 1
E
SEE PAGE 2
MINI-RAM
FLOWS
F
<49
2 YEAR
ADSL
DEMAND
?
>96
DESIGN / ORDER
3 SHELF STR144
WITH DS3
(Verfiy MUX will
provide "clear
channel" DS3)
>49<97
DESIGN / ORDER
2 SHELF STR96
WITH DS3
(Verfiy MUX will
provide "clear
channel" DS3)

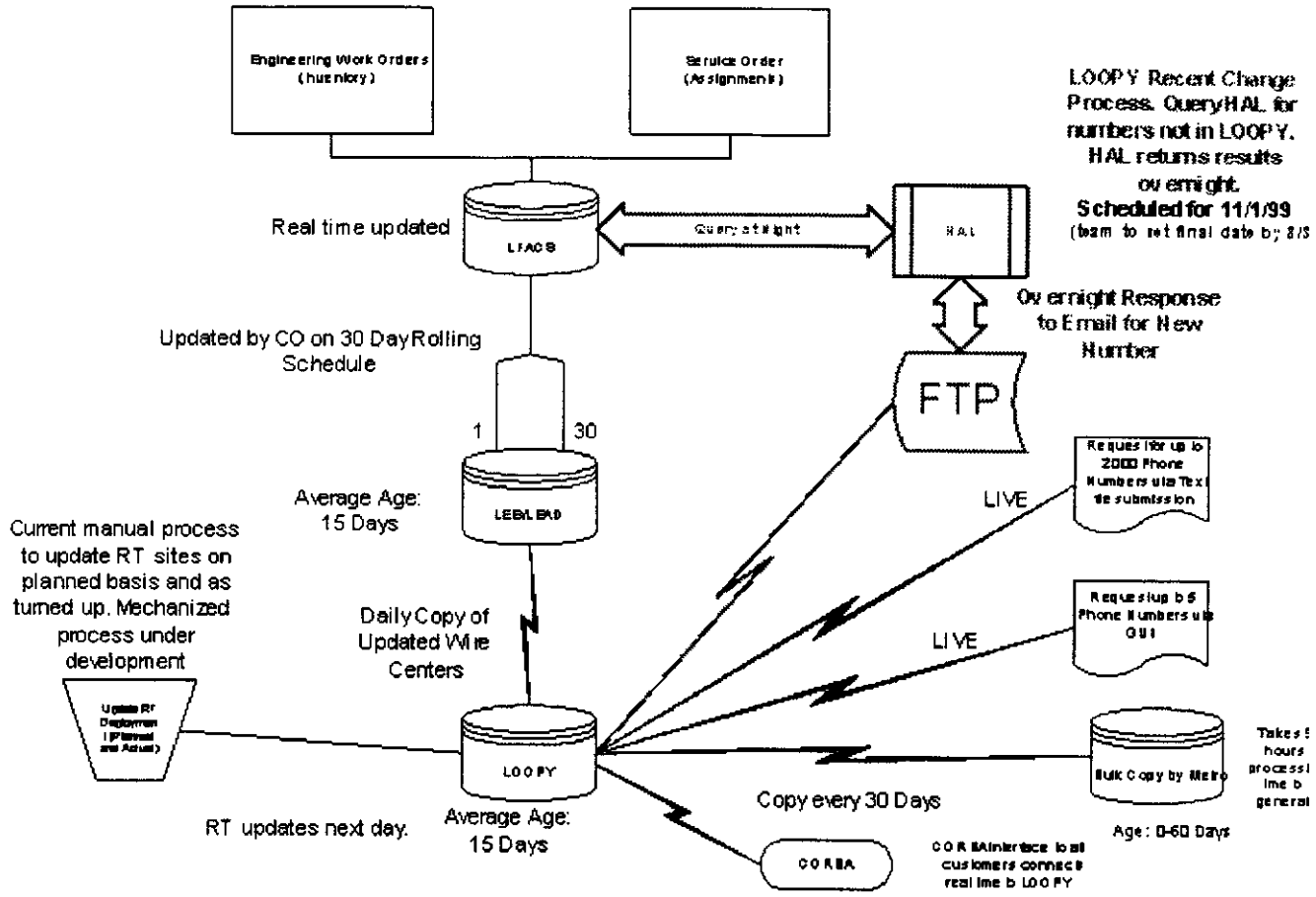

ALLOCATION AREA DEMAND FORECAST (PCU)
RT SITE SURVEY LIST (OSPE STAFF)
RT SITE SURVEY (LUCENT)
REMOTE SOLUTION DEPLOYMENT PLAN (AREA PLNG ORG)
REMOTE SOLUTION FUNDING APPROVAL (PROJ. MGMT)
REMOTE SOLUTION RECOMMENDATION (LUCENT & OSPE)
CO DSLAM HUB SHELF and /or CO MUX (IP/APIM)
REMOTE SOLUTION IMPLEMENTATION (LOOP PLANNER)
D
P3
C
P2
REMOTE DSLAM or STRUCTURE
MINI-RAM or ADJUNCT 96
A
P2
B
P3


A
PREPARE EQUIPMENT ORDERS TO ALCATEL, COMSERV AND RELTEC (OSPE)
ORDER SITE PREPARATION (OSPE)
ORDER POWER (OSPE)
INVENTORY RD / STR (OSPE)
INVENTORY NOTICE, EIU and CONNECTIVITY FORM (OSPE)
FABRICATE AND SHIP RD / STR (VENDOR)
SITE PREP MGMT (CONSTRUCTION)
INSTALL POWER (PWR Co.)
ORDER DS3 CKT FROM ATM TO RT (OSPE/CCM)
INVENTORY RD / STR IN LFACS / TIRKS (AFIG / EOCS)
C
PLACE RDSLAM / SRUCTURE (CONTRACTOR)
SITE PREP (MASTER CONTRCT)
CO MUX REWIRE
PROVISION DS3 CIRCUIT AND 9.6K CKT (CPG / OSP)
SPLICING (CONSTRUCTION)
TURN-UP RD / STR (DIGITAL LOOP CARRIER CREW with DSG)
UPDATE LQS
RD / STR READY FOR SERVICE


B
D
ORDER ADJ96 INVENTORY IN LEIM (OSPE)
ORDER MINI-RAM INVENTORY IN LEIM (OSPE)
INVENTORY NOTICE EIU, and CONN. FORM (OSPE)
ORDER DS1 CKTS(s) (OSPE)
PREPARE TEO - CO DSLAM HUB SHELF (CCM)
FABRICATE AND SHIP ADJ96 (LUCENT)
FABRICATE AND SHIP MINI-RAM (ALCATEL)
INVENTORY MR / ADJ 96 IN LFACS / TIRKS (AFIG /EOCS)
PROVISION DS1 CIRCUIT(s) (OSP/CPG/COWG)
SHIP CO EQUIP (ALCATEL)
INSTALL DSLAM HUB SHELF (TURF VENDOR)
PLACE ADJ96 (TURF VENDOR)
PLACE MINI-RAM (TURF VENDOR or DLC CREW)
TURN-UP MINI-RAM or ADJ 96 (DLC CREW & DSG)
INVENTORY HUB SHELF IN LEIM (OSPE)
MINI-RAM or ADJ96 READY FOR SERVICE
UPDATE LQS

Loop Qualification Process

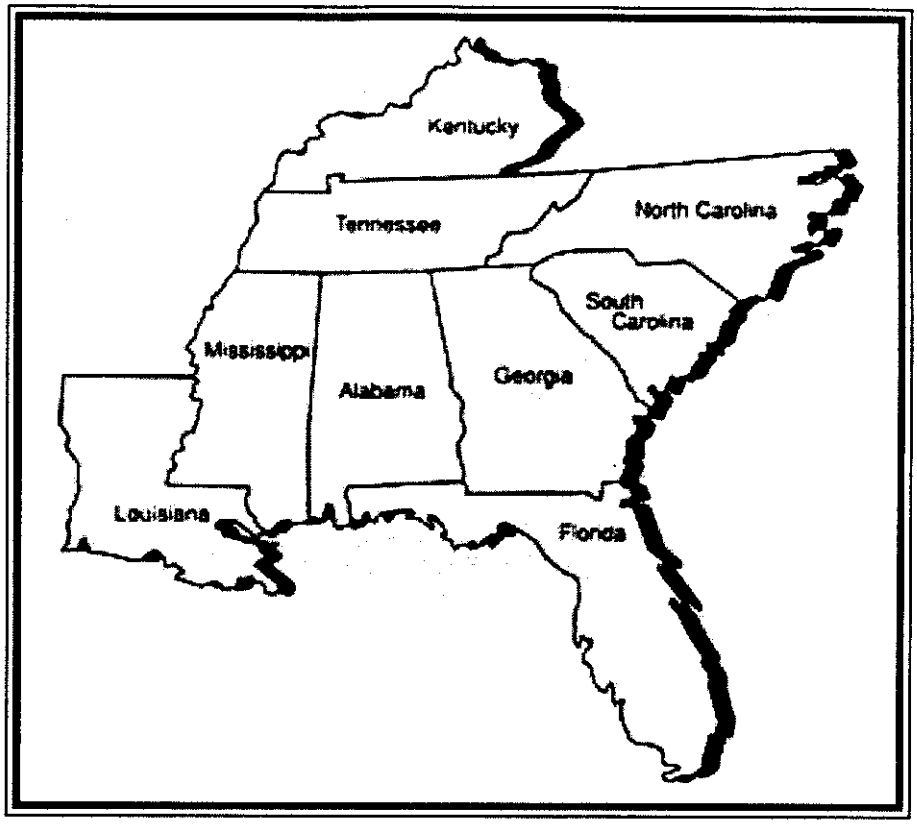
Qualification Database Update Process



TR 73600
ISSUE B

June 1998

BELLSOUTH®



Unbundled Local Loop Technical Specifications

Technical Reference

NOTICE

This Technical Reference describes Unbundled Local Loops provided by BellSouth Telecommunications (BST), Inc. An Unbundled Local Loop provides a transmission path between a BST central office and an end–user location. This document describes the signals as they appear at the associated interfaces. It also describes some aspects of the performance of the channel.

BST reserves the right to revise this document for any reason, including but not limited to, conformity with standards promulgated by various governmental or regulatory agencies, utilization of advances in the state of the technical arts, or the reflection of changes in the design of any equipment, techniques, or procedures described or referred to herein. Liability to anyone arising out of use or reliance upon any information set forth herein is expressly disclaimed, and no representations or warranties, expressed or implied, are made with respect to the accuracy or utility of any information set forth herein.

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Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise, any license or right under any patent, whether or not the use of any information herein necessarily employs an invention of any existing or later issued patent.

If further information is required, please contact:

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UNBUNDLED LOCAL LOOP – TECHNICAL SPECIFICATIONS

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UNBUNDLED LOCAL LOOP – TECHNICAL SPECIFICATIONS

1. General

1.1 Scope

This document provides the technical specifications for the Unbundled Local Loops offered by BellSouth Telecommunications (BST). Unbundled Local Loops enables an Competitive Local Exchange Carrier (CLEC) to provide services to an end–user location. While Unbundled Local Loops supporting a wide variety of signaling schemes are available, the widespread use of Digital Loop Carrier (DLC) in the BST network requires that a particular signaling scheme be specified when an Unbundled Local Loop is ordered.

1.2 Availability

Unbundled Local Loops are provided subject to availability on a first–come first–served basis.

1.3 Revisions

This revision is issued to : (1) change the name of Analog Unbundled Loop with Specified Signaling to Designed Unbundled Voice Loop, (2) provide updated information on Asymmetric Digital Subscriber Line (ADSL) applications on Basic Unbundled Loops,(3) remove footnote which suggests that BST transmission equipment will be included to maintain a specified loss on long Designed Unbundled Voice Loops, (4) add footnote which specifies that insertion loss on voice loops may be as high as 15dB, and (5) update power spectral density limits for Digital Unbundled Loops which support High–Bit–Rate Digital Subscriber Line (HDSL) Transport.

2. References

The following documents are referenced:

(1) ANSI T1.401–1993, *Telecommunications — Interface Between Carriers and Customer Installations – Analog Voicegrade Switched Access Lines Using Loop–Start and Ground–Start Signaling*

(2) ANSI T1.405–1996, Telecommunications — Interface Between Carriers and Customer Installation Interfaces, Direct–Inward–Dialing Analog Voicegrade Switched Access Using Loop Reverse–Battery Signaling

(3) ANSI T1.407–1990, *Telecommunications — Interface Between Carriers and Customer Installations — Analog Voicegrade Special Access Lines Using Customer–Installation–Provided Loop–Start Supervision*

(4) ANSI T1.410–1992, *Telecommunications — Carrier–to–Customer Metallic Interface – Digital Data at 64 kbit/s and Subrates*

(5) ANSI T1.413 – 1995, *Telecommunications — Network and Customer Installation Interfaces — Asymmetric Digital Subscriber Line (ADSL) Metallic Interface*

(6) ANSI T1.601–1992, Telecommunications — ISDN Basic Access Interface for use on Metallic Loops for Application on the Network Side of the NT

(7) ANSI/IEEE 455–1985, *Standard Test Procedure for Measuring Longitudinal Balance of Telephone Equipment Operating in the Voice Band*

(8) ANSI/IEEE 743–1995, *Standard Equipment Requirements and Measurement Techniques for Analog Transmission Parameters for Telecommunications*

(9) Committee T1 Technical Report No. 28, A Technical Report on High–Bit–Rate Digital Subscriber Lines

(10) Bellcore TA–TSY–000077, Digital Channel Banks – Requirements for Dataport Channel Unit Functions

(11) Bellcore SR–TSV–002275, BOC Notes on the LEC Networks – 1994

3. Overview

3.1 Loop Topology

Unbundled Local Loops extend from the Main Distributing Frame (MDF) in BST's Central Office (CO) to the End User Interface. They may be composed in either of the following arrangements:

- entirely of paired metallic conductors, or
- the concatenation of a universal DLC channel with paired metallic conductors.

3.2 Digital Loop Carrier

The use of DLC brings up the following two considerations.

- Some technologies, such as High Bit–rate Digital Subscriber Line (HDSL), cannot be transported via DLC due to the bandwidth employed. When a customer is served by DLC, an Unbundled Local Loop providing such a wide bandwidth will not typically be available.
- Many dedicated voiceband circuits employ signaling that requires unique DLC line cards.

3.3 Inductive Loading

Of the loops employing only metallic facilities, a significant percentage are loaded. Loading involves the placement of inductors, typically every 6000 feet, in the loop. These inductors introduce intolerable attenuation at frequencies above the voiceband, again making wide bandwidth services unavailable.

3.4 Types of Unbundled Local Loops

Due to the above considerations, a number of types of Unbundled Local Loops have been developed in order to simplify the ordering and provisioning process. The different types of loops can be placed into the following categories:

- Basic Unbundled Loop
- Designed Unbundled Voice Loop
- Digital Unbundled Loop

The most prevalent means of voiceband exchange access involves a loop–start interface, with the exchange carrier providing the battery feed. Because this arrangement is widely used, Unbundled Local Loops supporting such signaling have been assigned a unique category, denoted the Basic Unbundled Loop.

A Designed Unbundled Voice Loop provides a two–wire or four–wire voiceband transmission channel with various signaling options.

The Digital Unbundled Loop provides a channel that can support one of a described set of digital transmission schemes.

3.5 Interfaces

Unbundled Local Loops are available with two–wire and four–wire interfaces, depending on the particular type. The same number of wires will be provided at both the MDF and the End User Interface. For two–wire interfaces, one conductor is denoted Tip and the other is denoted Ring. For four–wire interfaces, the conductors of one pair are denoted Tip and Ring, the conductors of the other pair are denoted Tip 1 and Ring 1.

The interface at the MDF is not accessible by the CLEC. Instead, it is connected to other BST unbundled elements, or it is connected – via tie cabling – to collocated CLEC equipment. The tie cabling is not part of the unbundled loop.

3.6 CLEC Equipment Requirements

In addition to applicable FCC, NEC, and UL requirements and orders, CLEC equipment shall also meet the following requirements:

- The dc voltage applied to either conductor shall be negative with respect to ground
- The open–circuit dc voltage applied to any conductor shall be less than 80 Vdc when measured to ground or any other conductor.
- The power delivered to a load via BST facilities shall not exceed 2.5 watts.
- The current provided, via BST facilities, shall not exceed 150 mA.

3.7 Right to Disconnect

BST reserves the right to disconnect a service or equipment connected to an unbundled local loop that either: (a) fails to meet these requirements, or (b) is shown to be causing harm to other services or systems.

4. Basic Unbundled Loop

4.1 General

This loop provides a voice grade transmission channel suitable for loop–start signaling and the transport of analog voice grade signals. This loop is typically used to provide switched access telephone service.

This loop provides loop–start signaling, arranged for battery–feed by the CLEC and loop closure by the end–user. This loop is only available via a 2–wire interface.

4.2 Signaling Requirements

In practically all cases employing metallic facilities, the loop resistance (the sum of the resistance of both tip and ring) is less than 1500 Ω.

In those cases where loop resistance exceeds 1500 Ω, it will never exceed 2800 Ω. In these cases, BST cannot meet the prescribed signaling requirements at the End User Interface unless the CLEC provides sufficient voltage at the office end of the circuit. The open circuit tip–to–ring dc voltage provided by the CLEC equipment shall be less than 80 Vdc.

Except for this potentially greater loop resistance, the requirements in 6.2 apply to the Basic Unbundled Loop.

4.3 Transmission Requirements

In those rare cases where the loop resistance exceeds 1500 Ω , the insertion loss at 1 kHz, measured with a 900 Ω termination at the MDF and a 600 Ω termination at the End User Interface will never exceed 15 dB. Except for this potentially greater loop loss, the transmission requirements of Section 7 apply to the Basic Unbundled Loop.

4.4 Signal Power Requirements

The signal power requirements for the Designed Unbundled Voice Loop, with the loop–start option, apply to the Basic Unbundled Loop.

4.5 Asymmetric Digital Subscriber Line

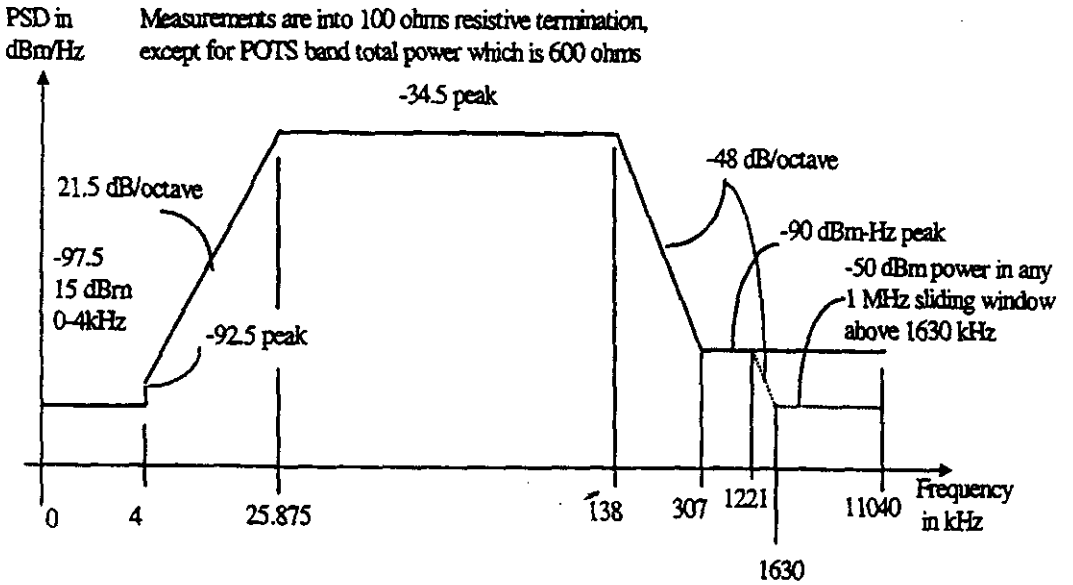
On some Basic Unbundled Loops the CLEC may employ Asymmetric Digital Subscriber Line (ADSL) technology to provide Data Over Voice service. This option is not available when DLC is a part of the Basic Unbundled Loop facility. In addition, due to stringent transmission requirements, this option may not be available on many metallic loops. Variation in vendor implementations of ADSL technology and expected data rates preclude BST from specifying those loops which will support ADSL. However, Section 8.4.3 transmission requirements associated with High–Bit–Rate Digital Subscriber Lines (HDSLs) can be considered broad loop screening criteria for potential ADSL applications.

If ADSL is employed, crosstalk into other cable facilities is a concern. Accordingly, the CLEC is responsible for limiting the Power Spectral Density (PSD) of the signal transmitted at both the End User interface and at the MDF interface. The following requirements shall be met to minimize interference to other systems:

- The "downstream" data path, as defined in ANSI T1.413, shall be in the MDF–to–NI direction.
- The "upstream" data path shall be in the NI–to–MDF direction
- The PSD shall be limited to that specifed in Figures 1 and 2.[1]

[1] These limits will soon become a part of ANSI TI.413.

Upstream Transmitter spectrum



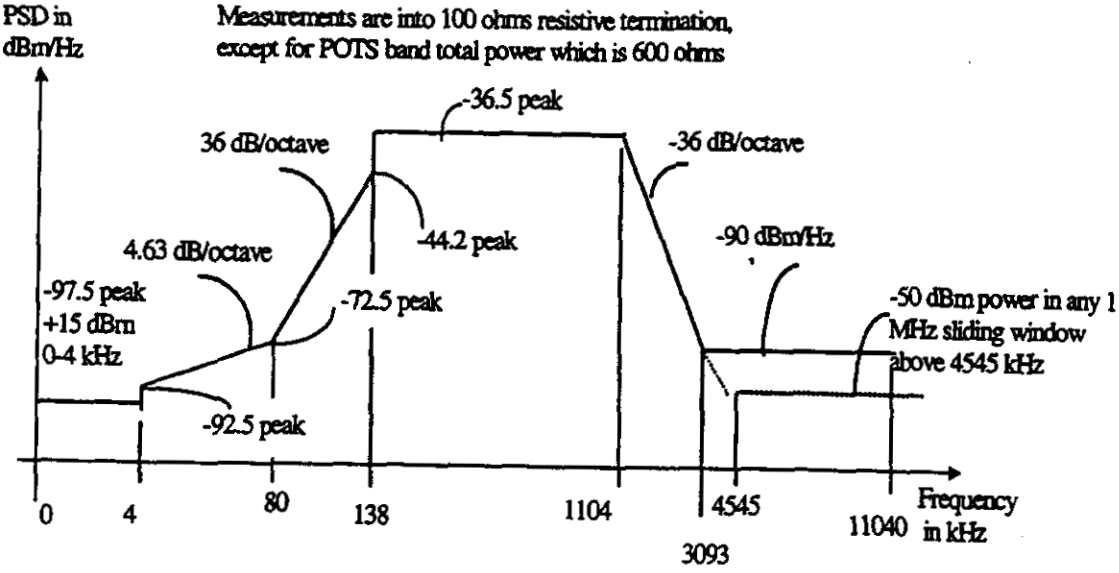
Note: The breakpoint frequencies and values are exact; the indicated slopes are approximate

Note: The power in a 1 MHz sliding window is measured in 1 MHz bandwidth starting at the measurement frequency

FREQUENCY BAND, kHz	EQUATION FOR LINE, dBm/Hertz
0 - 4	-97.5, +15 dBm 0-4 kHz
>4 - 25.875	-92.5 + 21.5*log (f/4)/log(2)
25.875 - 138	-34.5
138 - 307	-34.5 - 48*log(f/138)/log(2)
307 - 1221	-90
1221 - 1630	-90 - 48*log(f/1221)/log(2)
1630 - 11040	-90, with -50 dBm power in any 1 MHz sliding window above 1630 kHz

Figure 1 – Upstream Transmitter spectrum
(ADSL Applications)

Downstream transmitter spectrum for reduced NEXT



Note: The breakpoint frequencies and values are exact; the indicated slopes are approximate

Note: The power in a 1 MHz sliding window is measured in 1 MHz bandwidth starting at the measurement frequency

FREQUENCY BAND, kHz	EQUATION FOR LINE, dBm/Hz
0 - 4	-97.5, +15 dBrn 0-4 kHz
>4 - 80	-92.5 + 4.63 × log (f/4)/log(2)
80 - 138	-72.5 + 36 x log(f/80)/log(2)
138 - 1104	-36.5
1104 - 3093	-36.5 - 36 × log(f/1104)/log(2)
3093 - 4545	-90
4545 - 11040	< - 90 peak, with < -50 dBm power in any 1 MHz sliding window above 4.545 MHz

Figure 2 – Downstream transmitter spectrum for reduced NEXT (ADSL Applications)

5. Designed Unbundled Voice Loop

5.1 Supported Signaling

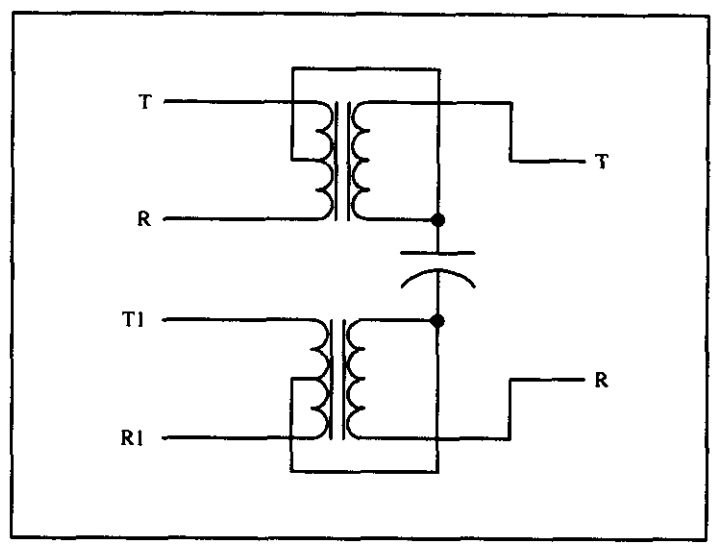
The following signaling types are available on Designed Unbundled Voice Loops:

- Loop–Start
- Ground–Start
- Reverse–Battery

These types of signaling are described briefly below. Bellcore SR–TSV–002275 contains a more thorough discussion. Section 6 contains detailed requirements for these types of signaling at both interfaces of a Designed Unbundled Voice Loop.

5.1.1 Two–wire and Four–wire Signaling

In the discussion below, a two–wire circuit is assumed. Four–wire circuits employ similar signaling, except that the dc signaling — instead of being applied directly to the tip and ring conductors — is applied to the center–taps of the coupling transformer, so that the dc signals appear in the common–mode across both conductors of each of the four–wire pairs. A circuit suitable for the conversion of four–wire to two–wire is shown below.



5.1.2 Loop Start

The two ends of a loop–start circuit are denoted the office end and the station end. The office end provides a voltage across Tip and Ring. In the idle state, the station presents a high resistance across Tip and Ring. To request service, the station presents a low resistance between the conductors. The resultant current flow is detected by the office end. To alert an idle station of an incoming call, the office end applies ringing voltage, relative to ground, to the Ring.

Loop–start circuits arranged with the office end at the MDF interface are commonly used to provide exchange access service. Section 6.2 contains signaling requirements for both the MDF and End User interfaces.

5.1.3 Ground Start

Ground–start signaling is similar to loop–start, except that in the idle state, the office doesn't apply a voltage across Tip and Ring. Instead it applies a voltage, relative to ground, on only the Ring. This results in the following differences, relative to loop–start service:

- In order to request service, the station provides a low resistance from Tip to ground. Sensing current flow in the Ring, the office provides a (differential) voltage across both Tip and Ring. Upon the application of the differential voltage, the station places a low resistance across the Tip and Ring, and removes the shunt to ground.

- Upon alerting the station, the office applies differential voltage, even between bursts of ringing. If suitably arranged, the station can sense this differential voltage and detect the alerting signal, even before a ringing burst is sent by the office.

Ground–start circuits arranged with the office end at the MDF interface are often used to provide two–way trunks to a PBX. Section 6.3 contains signaling requirements for both the MDF and End User Interface in such an arrangement.

5.1.4 Reverse–Battery

Reverse–Battery signaling is typically used on trunks, rather than lines. There is no 'office end' or 'station end' convention. Ringing is not employed. Reverse–battery signaling accommodates only one–way trunks[2]. For this reason, the ends of the circuit are usually denoted the originating and terminating end.

The terminating end of the circuit provides a voltage across Tip and Ring. In the idle state, the originating end presents a high resistance across Tip and Ring. To request service, the originating end places a low resistance across the conductors. The terminating end senses the resultant loop current. To signal toward the originating end that, for instance, it is ready to accept address digits, the terminating end reverses the polarity across Tip and Ring.

The originating end can return to idle by removing the low resistance across Tip and Ring. If properly equipped, the originating end can sense a reversal of polarity as an indication of return to idle by the terminating end.

Reverse–Battery circuits, with the originating end at the MDF, are often used to provide Direct Inward Dialing (DID) trunks to PBX's located behind the End User Interface. Section 6.4 contains signaling requirements for such an arrangement.

[2] The term "one–way" indicates that a trunk can only be originated from one end the voice–frequency capability is bi–directional.

5.2 Supported Signaling and Interface Combinations

The following signaling and interface combinations are supported on Designed Unbundled Voice Loops.

Number of Wires	Signaling Options
2	Loop–start signaling – office end at MDF
2	Ground–start signaling – office end at MDF
2	Reverse–Battery – originating end at MDF
4	Loop–start signaling – office end at MDF
4	Ground–start signaling – office end at MDF

6. Signaling Requirements for Designed Unbundled Voice Loops

6.1 General

When metallic facilities are employed, signaling and supervision is dependent, of course, on the source voltage (provided by either the CLEC equipment or BST equipment to which the loop is connected), and the total circuit resistance. In practically all cases, the loop resistance (the sum of the resistance of both tip and ring) is less than 1500 Ω. The dc resistance between the tip conductor and ground and the ring conductor and ground shall each be greater than 100 K ohms.

Except for instances within ringing burst (as described below) the CLEC shall not apply voltages to either conductor that are positive with respect to ground. Current supplied by CLEC equipment shall be less than 150 mA. Voltages from either conductor to ground shall be more positive than −80 Vdc.

When DLC is employed, both the DLC system and the CLEC must employ compatible signaling. The following requirements are intended to ensure such compatibility, when the loop is provided via DLC or via metallic facilities.

The following requirements apply to both two–wire and four–wire interfaces. For purposes of clarity, the requirements are based on two–wire interfaces. When four–wire interfaces are employed, references and/or measurements to Tip apply to the common mode (simplex) path via both Tip and Ring. Similarly, references and/or measurements to Ring apply to the common mode (simplex) path via Tip 1 and Ring 1.

6.2 Loop–Start – Office End at MDF

6.2.1 General

A Designed Unbundled Voice Loop provided via DLC may not support distinctive ringing or forward disconnect.

6.2.2 MDF Interface

6.2.3 Idle State

In the idle state, the CLEC equipment shall provide an open circuit Tip–to–Ring voltage between 42.5 and 80 Vdc. The Ring shall be negative, relative to the Tip. No positive voltage — relative to ground — shall be applied to either conductor.

In the idle state, the loop shall provide a dc resistance at the MDF meeting either of the following requirements:

- A dc resistance between Tip and Ring $\geq$ 10,000 Ω (loop provided via DLC), or
- A dc resistance between Tip and Ring $\geq$ the parallel combination of the following:
  - the series combination of the on−hook dc resistance of connected equipment at the End User Interface and the dc resistance of the loop, and
  - a leakage resistance of 100,000 Ω

6.2.4 Alerting State

In the alerting state, the CLEC equipment shall alternately apply a ringing signal and the normal idle−state potential. The ringing signal shall be applied to the Ring conductor. The voltage on the Tip conductor, relative to Ground shall be between 0.0 and −5.0 Vdc. In any six−second period, there shall be at least three continuous seconds of the normal idle−state voltage. The ringing signal shall consist of an ac signal superimposed on a dc signal.

The requirements of the ac component are as follows:

- The frequency shall be 20 ± 3 Hz.
- The magnitude shall be between 84 and 104 V_{rms}.
- The waveform shall have a peak−to−rms ratio between 1.35 and 1.45.
- The ac current into a line shall be limited to less than 220 mA.

The potential of the dc component shall be between −36 and 56.6 Vdc, relative to ground.

The ringing signal (ac component + dc component) shall be applied to the Ring, with a source impedance $\leq$ 500 Ω. Ground shall be applied to the Tip, with a source impedance of $\leq$ 500 Ω.

The ringing signal shall be removed within 200 milliseconds after the line has gone off−hook, as defined below. The ringing signal shall not be 'tripped' when ringing into the parallel combination of the following:

- 10,000 Ω of dc resistance
- a 2 μF capacitorthe series combination of 1386 Ω and 20 μF (simulating 5 bridged ringers)
- the series combination of 1386 Ω and 20 μF (simulating 5 bridged ringers)

6.2.5 Off−Hook State

The CLEC equipment shall recognize a resistance of 1900 Ω applied between Tip and Ring at the MDF as off−hook. For interoperability with loops with resistance greater than 1500 Ω, the CLEC equipment shall recognize a resistance of 3200 Ω applied between Tip and Ring at the MDF as off−hook. In either case, the CLEC must provide at least 20 mA through the limiting resistance.

The CLEC shall also meet the following requirements:

- The power delivered to any load via Tip and/or Ring shall not exceed 2.5 W.
- The current provided, via Tip and/or Ring, shall not exceed 150 mA.

In the off-hook state, the loop shall provide a dc resistance at the MDF meeting one of the following requirements:

- A dc resistance between Tip and Ring $\leq 1150\ \Omega$ (loop provided via DLC), or
- A dc resistance between Tip and Ring $\leq$ the series combination of the off-hook dc resistance of connected equipment at the End User Interface and the dc resistance of the loop.

6.2.6 End-User Interface

Signaling provided by connecting equipment at the End User Interface shall meet the Customer Installation requirements in ANSI T1.401-1993. The loop shall meet the network requirements in ANSI T1.401-1993.

6.3 Ground-Start - Office End at MDF

6.3.1 General

This arrangement is commonly used to support two-way trunks providing switched access to PBX's.

A Designed Unbundled Voice Loop provided via DLC may not support distinctive ringing or forward disconnect.

6.3.2 MDF Interface

6.3.3 Idle State

In the idle state, the CLEC equipment shall provide an open circuit Ring-to-ground voltage between 16 and 55 Vdc. The Ring shall be negative, relative to ground. The dc resistance from Tip to ground shall be $\geq 50{,}000\ \Omega$.

In the idle state, the loop shall provide a dc resistance at the MDF meeting one of the following requirements:

- A dc resistance from Ring to Ground $\geq 10{,}000\ \Omega$ (loop provided via DLC), or
- A dc resistance from Ring to Ground $\geq$ the parallel combination of the following:
  - the series combination of the dc resistance from Ring to Ground at the End User Interface and ½ of the dc resistance of the loop, and
  - a leakage resistance of $100{,}000\ \Omega$

6.3.4 Alerting State

The CLEC shall meet the requirements of 6.2.4.

6.3.5 Service Request State

To initiate a call, the end–user places a low resistance from Ring to Ground. When a resistance of ≤ 580 Ω is placed from Ring to Ground at the End User Interface, the loop shall provide a dc resistance at the MDF meeting one of the following requirements:

- A dc resistance from Ring to Ground ≤900 Ω (loop provided via DLC), or
- A dc resistance from Ring to Ground ≤ the series combination of the dc resistance from Ring to Ground at the End User Interface and ½ of the dc resistance of the loop.

6.3.6 Off–Hook State

Upon application of the Ring ground in the Service–Request State, the CLEC equipment shall provide a current–feed interface meeting the requirements of 6.2.5.

The loop shall present a dc resistance across Tip and Ring meeting the requirements of 6.2.5.

6.3.7 End–User Interface

Signaling provided by connecting equipment at the End User Interface shall meet the Customer Installation requirements in ANSI T1.401–1993. The loop shall meet the network requirements in ANSI T1.401–1993.

6.4 Reverse–Battery – Originating End at the MDF

6.4.1 MDF Interface

6.4.2 Idle State

In the idle state, the CLEC equipment shall maintain a dc resistance from Tip to Ring, Tip to Ground, and Ring to Ground ≥ 22,500 Ω.

If the loop is provided via Digital Loop Carrier, the loop shall provide at least 36 Vdc between Tip and Ring, with the Tip positive with respect to the Ring, in the idle state.

6.4.3 Seizure

The Originating end signals an off–hook (seizure) by placing a low resistance between Tip and Ring. In this state, the CLEC equipment shall provide a dc resistance between Tip and Ring ≤670 Ω.

The current provided by the loop (with CLEC equipment attached that meets the above requirement) shall meet the following requirement:

- If the absolute value of the Tip to Ring voltage is ≥33.8 Vdc, the current shall be at least that produced by a 36 Vdc source in series with 135 Ω.
- If the absolute value of the Tip to Ring voltage ≥29.5 Vdc, but < 33.8 Vdc, the current shall be at least that produced by a 41.7 dc source in series with 489 Ω.
- If the absolute value of the Tip to Ring voltage < 29.5 Vdc, the current may be as low as 0 mA.

6.4.4 Reverse–Battery State

The Terminating end signals an off–hook by reversing the polarity of the voltage applied across Tip and Ring. In this state, the CLEC equipment shall maintain a dc resistance of ≤ 670 Ω across Tip and Ring. In this state, the loop shall meet the requirements of 6.9.3.

6.4.5 End User Interface

Signaling provided by connecting equipment at the End User Interface shall meet the Customer Installation requirements in ANSI T1.405–1996. The loop shall meet the network requirements in ANSI T1.405–1996.

7. Voice–Frequency Transmission Requirements

7.1 General

When Loop–Start or Ground–Start signaling is employed, the following specifications are supported only during the off–hook state. These specifications apply to other Designed Unbundled Voice Loops regardless of the signaling state. Specifically, the transmission of Caller–ID, or similar signals, is not supported on any Unbundled Local Loop. ANSI/IEEE 743–1995 contains requirements for instrumentation necessary to measure compliance with the following requirements.

7.2 Insertion Loss

The following specifications apply when measured with a 900 Ω AC impedance at the MDF and a 600 Ω AC impedance at the End User Interface:

- The insertion loss at 1 kHz, shall be 10 dB[3] or less.
- The insertion loss, at 2.8 kHz, shall be no greater than 9 dB above that at 1 kHz.

BST does not support transmission on any Designed Unbundled Voice Loop at frequencies below 300 Hz or above 3.0 kHz.

7.3 Noise

The idle–channel noise shall be less than 30 dBrnC.

The Signal to C–Notched Noise Ratio shall be at least 32 dB, when measured with a –13 dBm holding tone.

[3] This loss assumes loop resistance of less than 1500 Ω. Where the loop resistance of a Basic Unbundled Loop or a Designed Unbundled Voice Loop exceeds 1500 Ω, the insertion loss may be as high as 15dB at 1kHz.

7.4 Noise–to–Ground

The Noise–to–Ground parameter has two specifications. When measured with a C–message weighting filter, it should be less than 90 dBrnC. When measured with a high–impedance voltmeter, it shall not exceed 50 V (126 dBrn).

NOTE: **While dBrn is in units of power, both of these requirements involve voltage measurement, with results displayed in units of power, assuming that the voltage is across a 600 Ω resistor.**

The longitudinal balance (longitudinal to metallic conversion loss) of any metallic component of the loop shall be at least 50 dB for frequencies up to 1 kHz. The longitudinal balance of interconnected CLEC equipment shall exceed 60 dB at any frequency up to 1 kHz,. This parameter may be measured using ANSI/IEEE 455–1985.

7.5 Voiceband Data

BST does not guarantee that a Designed Unbundled Voice Loop will be suitable for analog data or Facsimile transmission. If a customer is able to send and receive data, BST does not guarantee a data rate.

7.6 Signal Power

The power of the voiceband signal, at either the End User Interface or the MDF, shall not exceed –9 dBm, when averaged over any 3 second period.

The out–of–band signal power shall meet the out–of–band signal power limits in Section 68.308 of FCC Part 68 requirements. In the event that connected equipment is not registered under Part 68, this requirement shall still apply.

8. Digital Unbundled Loop

8.1 General

A Digital Unbundled Loop provides a channel that can support one of a described set of digital transmission schemes. These schemes include the following:

- Digital Baseband at 64 kbps
- Basic Rate Access ISDN
- High–Bit–Rate Digital Subscriber Line
- DS1
- DS3

Requirements for the first three are described below. Requirements for Digital Unbundled Loops at the DS1 and DS3 rates are identical to those associated with tariffed BST service offerings.

8.2 Digital Baseband at 64 kbps

8.2.1 Interfaces

The interface at the MDF is a 4-wire interface, described as a DS-0A interface in Bellcore TA-TSY-000077. The End User Interface is a 4-wire interface described in ANSI T1.410-1992. Signals applied at either interface shall meet the requirements of these documents.

8.2.2 Transport

The loop facility may be provided via metallic facilities, DLC, or both. The insertion loss of the metallic facility, measured at 28 kHz between 135 Ω terminations, shall be less than 40 dB. DC signaling, in the simplex path, is only supported to the extent necessary to provide maintenance functions as described in Bellcore TA-TSY-000077 and ANSI T1.410-1992.

8.3 Basic Rate Access ISDN

8.3.1 Interfaces

The interface at both the CLEC (collocated or elsewhere) and the End User Interface is a 2-wire interface as defined in ANSI T1.601-1992. The supported arrangement involves an NT at the end-user and an LT provided by the CLEC. No other arrangements are supported. Signals applied at either interface shall meet the requirements of this document.

8.3.2 Transport

The loop facility may be provided via metallic facilities, DLC, or both. The insertion loss of the metallic facility, measured at 40 kHz, shall be less than 42 dB. No dc specifications are supported. Sealing current — even if not provided by the CLEC equipment (LT) — may be provided, but is not guaranteed.

8.4 HDSL-capable

8.4.1 Availability

This channel is not available when DLC is employed. This channel is not available if the loop facilities do not meet Carrier Serving Area (CSA) guidelines as described in Committee T1 Technical Report No. 28.

8.4.2 Interfaces

At the CLEC's request, either a 2-wire or 4-wire channel will be provided. The signal applied at either interface shall meet the following specifications:

- The average signal power shall not exceed +15.0 dBm across 100 Ω .
- The PSD shall not exceed −38 dBm/Hz from 0 Hz to 196 kHz, −89 dB/decade attenuation from −38 dBm/Hz at 196 kHz to − 118 dBm/Hz at1.96 MHz, and −118 dBm/Hz above 1.96MHz.. This requirement shall be met when measured with a 100 Ω termination.

8.4.3 Transport

The loop facility consists of only metallic facilities meeting CSA design guidelines as documented in Committee T1 Technical Report No. 28. The dc resistance of a single wire pair should not exceed 850 Ω. The insertion loss of a pair at 100 kHz, measured between 135 Ω terminations, shall not exceed 35 dB.

9. Electrical Disturbances

Unbundled Local Loops may be exposed to electrical surges from lightning and commercial power system disturbances. Despite protective devices on the MDF, some of these disturbances are likely to reach CLEC equipment. CLEC equipment shall be designed to withstand certain surges without being damaged, and shall fail in a safe manner under infrequent high stress.

The prevalent voltage–limiting device available for CO use is the 3–mil carbon block. The performance of these devices can best be characterized by a normal distribution function. The upper 3σ firing voltage is 1000 volts peak under surge conditions. The protector may also limit — to about 350 mA over extended periods — the current that is permitted to flow to equipment. In addition, a protective fuse cable located outside the CO incorporating 24 or 26 AWG conductors to coordinate with the protector, serves to limit current to safe levels in the event of prolonged operation of the protector during power fault conditions.

10. ANNEX A

Characteristics of Tie Cable(s) and/or Wiring Component

The cabling and/or wire between the MDF interface and the collocated CLEC equipment (if any) is not a component of the Unbundled Local Loop. It is an unbundled element. The following specifications apply:

- The total length should be less than 1500 feet.
- The dc resistance should be less than 80 ohms.
- The insertion loss, measured between 900 Ω terminations at 1 kHz, should be 0.5 dB or less.
- The noise shall be 15 dBrnC or less.

BELLSOUTH TELECOMMUNICATIONS, INC.

FPSC DKT NO. 990750-TP

STAFF'S 2ND REQUEST FOR PRODUCTION OF DOCUMENTS

POD NO. 18

Section 3.10: COFWG Job Aid for ADSL Business Class

Provisioning and Testing Procedures

Introduction

This document outlines the Central Office Field Work Group (COFWG) technician's responsibilities for provisioning and testing BellSouth Asymmetrical Digital Subscriber Loop (ADSL) Business Class Service.

ADSL Business Class Service Description

- BellSouth ADSL Business Class Service enhances the current ADSL based product, known as Industrial ADSL (best effort/non guaranteed minimum speeds)
- Business Class Service provides the following for residential and business customers:
  - guaranteed minimum speeds
  - local loop conditioning
  - end user customer maintenance
- The ADSL Business Class service is provisioned and managed as POTS (non-designed); but has many attributes as designed services.

Guaranteed Minimum Speeds

BellSouth ADSL Business Class Service is available at peak data rates from 384 Kbps to 6.0 Mbps downstream and from 256 Kbps to 896 Kbps upstream, in the combinations specified below:

Downstream Minimum	Downstream Maximum	Upstream Minimum	Upstream Maximum
384 Kbps	384 Kbps	384 Kbps	384 Kbps
768 Kbps	1064 Kbps	512 Kbps	768 Kbps
1.5 Mbps	1.8 Mbps	512 Kbps	768 Kbps
2.0 Mbps	4.0 Mbps	640 Kbps	896 Kbps
4.0 Mbps	6.0 Mbps	640 Kbps	896 Kbps

Local Loop Conditioning

- The Network Service Provider customers (end-users) will be charged to have their lines conditioned to support ADSL Business Class Service.
- Loop conditioning by the Outside Plant Engineer may require a cable and pair (CP) change.

Provisioning and Testing Procedures, Continued

COFWG Tech Prov. & Testing Steps

- **It is strongly recommended that one COFWG Technician completes the ADSL cross-connects and testing as outlined in the following steps .**
- The COSMOS cable pair (CP) status for "Business Class" ADSL service is "SP" (SSP - Special Service Protection - Refer to BR460-110-100 Special Services Protective Devices), where the CP status for the "Industrial Class" is "SM" (SSM - Special Service Measures). (Refer to EXHIBIT 11 for a COSMOS service order example.)
- The COFWG Technician must perform the following steps when wiring any ADSL service order with a CP change.
- BellSouth Service Technician will be dispatched in the P.M. on the due date of the ADSL service order to verify sync at the customer's NID (Network Interface Device).
- It is imperative that all central office cross-connects and testing, as outlined in the following steps, **be completed by 9:00 A.M. on due date.**

<table>
<tr><th>Step</th><th>Action</th></tr>
<tr><td>1</td><td>ANAC to verify TN and CP match order.</td></tr>
<tr><td>2</td><td>Remove Heat Coils to isolate CP from CO Battery</td></tr>
<tr><td>3</td><td>Perform Load Coil test using the Progressive Electronics Inc. Model H88 Test Set or equivalent.
<table>
<tr><th>IF Load Coil is...</th><th>THEN...</th></tr>
<tr><td>Detected</td><td>GO to STEP 4</td></tr>
<tr><td>NOT Detected</td><td>GO to STEP 8</td></tr>
</table></td></tr>
<tr><td>4</td><td>Do Not wire</td></tr>
<tr><td>5</td><td>Place the order in "A1" jeopardy in COSMOS with using the IJR transaction:
IJR
H ORD CXXXXXXX/CP xxxx-yyyy
H JR A1
R RMK ADSL CAPR LOADED
R RMK <INITIALS> <TELEPHONE></td></tr>
<tr><td>6</td><td>Place the order in the JEOP bin.</td></tr>
</table>

Continued on next page

Provisioning and Testing Procedures, Continued

COFWG Tech Prov. & Testing Steps (continued)

Step	Action
7	Perform the following steps

IF the Order in Jeop Bin is...	THEN...
Canceled	• Remove service order from JEOP bin • Frame complete (FC) canceled service order in COSMOS
Updated with a copper CP change	• Test for Load Coil (Repeat STEPS 2-7 as required.) • Pre-wire new CP to DSLAM and wire DSLAM and PI (Pull In) at OE. • Place the order in ID jeopardy in COSMOS with a RMK: "Hold for go-ahead". • Receive go-ahead notification and Complete wiring at OE; pull out jumper at old CP. • Test for Dial Tone (ANAC) at new CP; FC (frame complete) order in COSMOS. • Perform Modem Sync test - GO to STEP 10
Updated with a Pair Gain (PG) CP change (Remote Solution)	• Wire new PG CP and PI at OE. • Place the order in ID jeopardy in COSMOS with a RMK: "Hold for go-ahead" • Receive go-ahead notification and Complete wiring at OE; pull out jumper at old CP. • Verify DLC plug-in and test for dial tone at CP; FC (frame complete) order in COSMOS. • THE END **Note:** DSLAM assignments will be disconnected on order with PG CP change.

Continued on next page

Provisioning and Testing Procedures, Continued

COFWG Tech Prov. & Testing Steps (continued)

Step	Action
8	Complete wiring of the DSLAM port
9	Test for dial tone (ANAC) at CP and perform ADSL Modem Sync Test
10	Use the following table for the next step:

IF ...	THEN...
Dial Tone and ADSL Modem Sync test okay	Complete service order in COSMOS/WFA/DI.
Dial Tone and ADSL Modem Sync test fail	a) Verify wiring is correct b) Verify ADSL-LT and LPCO plug-ins are in correct slot of DSLAM c) Verify SYNC at DSLAM connector block
ADSL Modem Sync test still fails	a) Contact the DSG at 1-877-588-8846 b) Use COSMOS US FIXTP if DSLAM port assignment needs to be changed

New ADSL Business Class Maintenance WFA/DI Work Type

- Because of the guaranteed rates and the very high cost for the service, a new WFA/DI work type has been developed to readily identify an ADSL Business Class line.
  - Work Type: NDSAB
  - PRI: 19
  - Work Code: NT
  - FRC: 337M
  - Description: Business Class ADSL MTCE Ticket
  - Resp. CO Party: ET
- The work type is set to alarm/page to the appropriate technician.

Exhibit 11: COSMOS SOI Output for ADSL Bussiness Class Service

```
                SERVICE ORDER ASSIGNMENT INQUIRY

ORD CO3WVXJ1-A                OT(CH)    ST(FC- )    FACS(YES)
   DD(07-08-99)  FDD(07-08-99)  EST(07-07:14)  SG(P)
   MDF WORK REQ(YES)  MDF COMPL(YES)  LAC COMPL(NO)    FOR(YES)  RCP(NO)
CP  4-1728
    ST WK          FS SP    DATE 07-01-99      RZ 13
    LOC WF15014
TP  2204-0667
    ST WK  PD      FS SF    DATE 07-01-99
    LOC  F15014
    LOC  F12003
TP  2304-0053
    ST WK  PD      FS SF    DATE 07-01-99
    LOC  F11002
    LOC  F12004
OE  1005-02541-01
    ST WK          DATE 07-01-99    CS BUS       US 1FB       FEA TNNL
    LCC 1FB
    LOC WF11002
TN  770-564-3603
    ST WK          DATE 07-01-99    TYPE X
TP  TM01-0391
    ST SF  PC      FS WK    DATE 02-03-99
    LOC  F11002
    LOC  F10001
GF  ADSL12501-02-041
    ST SF  PC      FS WK      CONN SE
    LOC  F10001
TP  TM13-0381
    ST SF  PC      FS WK    DATE 06-25-99
    LOC  F15014
    LOC  F10001

** SOI COMPLETED
{IY}LB3 SOI
H ORD CODVN481
```

COSMOS Cable pair Status = "SP" (SSP for Special Service Protection REF.: BR460-110-100)

DSLAM Port assignment: (ADSL12501-02-041)
Relay Rack/Bay = 125.01
Shelf = 02
Card Slot = 04
Port = 1

BellSouth Telecommunications, Inc.
FPSC Docket No. 990750-TP
Staff's 2nd Set of Interrogatories
September 28, 1999
Item No. 64
Attachment

Too Voluminous
to Copy

EXHIBIT NO. _____

DOCKET NO.: 990750-TP

WITNESS: Stip - 11

PARTY: ITC^DeltaCom

DESCRIPTION:

1. **Responses to BellSouth's 1st Set of Interrogatories**

2. **Responses to BellSouth's 1st Set of PODs**

PROFFERING PARTY: STAFF

I.D. # Stip-11

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 12
COMPANY/ WITNESS: Staff
DATE: 10-31-99

BEFORE THE

FLORIDA PUBLIC SERVICE COMMISSION

In Re:	)	
	)	
Petition for Arbitration of	)	**Docket No. 990750-TP**
ITC^DeltaCom Communications, Inc.	)	
With BellSouth Telecommunications, Inc.	)	
Pursuant to the Telecommunications	)	
Act of 1996	)	
	)	

ITC^DELTACOM COMMUNICATIONS, INC.'S RESPONSES AND OBJECTIONS TO BELLSOUTH TELECOMMUNICATIONS, INC.'S FIRST SET OF INTERROGATORIES

Petitioner, ITC^DeltaCom Communications, Inc. ("ITC^DeltaCom"), provides its answers and objections to BellSouth Telecommunications, Inc.'s First Set of Interrogatories as follows:

Interrogatory No. 1: Identify all persons participating in the preparation of the answers to these Interrogatories or supplying information used in connection therewith.

Response: Don Wood, Thomas Hyde, Michael Thomas, and Christopher J. Rozycki.

Interrogatory No. 2: Identify each person whom you expect to call as an expert witness at the arbitration hearing. With respect to each such expert, please state the subject matter on which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and a summary of the grounds for each opinion.

Response: The experts whom we expect to call are those who pre-filed testimony

DOCUMENT NUMBER-DATE
11648 SEP 27 99

in this case. The subject matter covered by those experts is summarized in the initial section of their respective pre-filed testimony.

Interrogatory No. 3: Identify each person whom you have consulted as an expert in anticipation of this arbitration or in preparation for a hearing in this arbitration who is not expected to be called as a witness. With respect to each such expert, please state the facts known by and opinions held by this expert concerning any matters raised in the Arbitration Petition.

Response: ITC^DeltaCom objects to this Interrogatory because it is not reasonably calculated to lead to admissible evidence.

Interrogatory No. 4: Identify all documents which refer or relate to any issues raised in the Arbitration Petition that were provided or made available to any expert identified in Response to Interrogatory Nos. 2 or 3.

Response: ITC^DeltaCom objects to this question to the extent it calls for attorney-client privileged information. All documents referred to by the experts identical in response to Interrogatory Numbers 2 and 3 are publicly available and have been filed with a state regulatory commission in a proceeding to which BellSouth has been a party. Thus, these documents are in the possession of BellSouth.

Interrogatory No. 5: State the recurring and nonrecurring rates you contend BellSouth should charge ITC^DeltaCom for an unbundled 2-wire ADSL/HDSL compatible loop in Florida. In answering this Interrogatory, please describe with particularity the method by which these rates were calculated.

Response: BellSouth must produce a cost study in compliance with the FCC's pricing methodology. Subject to true-up, the interim rates should be based on the voice grade recurring and non-recurring rates from ITC^DeltaCom's existing interconnection agreement which was previously approved by this commission. Those rates should then be reduced by 25% to reflect the cost savings associated with the removal of subscriber loop carrier equipment cost from the cost study as it cannot be used with ADSL/HDSL. Further, BellSouth should refer to the Rebuttal Testimony of Thomas Hyde addressing appropriate non-recurring costs for UNE loops. The Rebuttal Testimony of Don Wood sets forth the establishment of interim recurring rates for ADSL/HDSL compatible loops.

Interrogatory No. 6: State the recurring and nonrecurring rates you contend BellSouth should charge ITC^DeltaCom for an unbundled 4-wire HDSL compatible loop in Florida. In answering this Interrogatory, please describe with particularity the method by which these rates were calculated.

Response: See Response to Interrogatory Number 5, above.

Interrogatory No. 7: State the recurring and nonrecurring rates you contend BellSouth should charge ITC^DeltaCom for an unbundled 2-wire SL1, 2-wire SL2, 2-wire SL2 Order Coordination for Specified Conversion Time, Extended Loops and Loop-Port Combination Services. In answering this Interrogatory, please describe with particularity the method by which each of these rates was calculated.

Response: BellSouth must produce a cost study in compliance with the FCC's pricing methodology. Subject to true-up, the interim rates should be the nonrecurring and recurring rates contained in ITC^DeltaCom's interconnection agreement filed and approved with this Commission. BellSouth should also refer to Mr. Hyde's Rebuttal Exhibit relating to the appropriate non-recurring costs for 2-wire SL1 and SL2 grade loops. BellSouth should also refer to the Rebuttal Testimony of Don Wood.

Interrogatory No. 8: Identify all studies, evaluations, reports, or analyses prepared by or for ITC^DeltaCom since January 1, 1996 that refer or relate to the cost to BellSouth or any other Incumbent Local Exchange Carrier of providing any of the unbundled network elements or other services requested by ITC^DeltaCom in its Arbitration Petition.

Response: Now that the FCC Rules have been reinstated, BellSouth must produce a cost study that is compliant with the FCC pricing methodology. That study should form the basis of the Commission's determination of BellSouth's costs. ITC^DeltaCom has not completed a cost study that accurately reflects the FCC pricing rules.

Interrogatory No. 9: Please explain in detail what activities you contend are required for BellSouth to provide ITC^DeltaCom with an unbundled loop to serve an existing BellSouth customer who has elected to switch its local service to ITC^DeltaCom. In answering this Interrogatory, please describe with particularity:

(a) the basis for your explanation, including identifying any studies, evaluations, reports or analyses upon which your explanation is based; and

(b) any differences in these activities depending upon the type of unbundled loop that is being provided.

Response: These activities should be covered by BellSouth's cost study. ITC^DeltaCom received a copy of BellSouth's study and has not fully evaluated its contents.

Interrogatory No. 10: Please explain in detail what activities you contend are required for BellSouth to provide ITC^DeltaCom with an unbundled loop to established service for a new customer who has chosen ITC^DeltaCom as its provider of local service. In answering this Interrogatory, please describe with particularity:

(a) the basis for your explanation, including identifying any studies, evaluations, reports, or analyses upon which your explanation is based; and

(b) any differences in these activities depending upon the type of unbundled loop that is being provided.

Response: See Response to Interrogatory Number 9, above.

Interrogatory No. 11: Are there any types of unbundled loops that you have requested from BellSouth that you contend BellSouth has refused to provide on an unbundled basis? If the answer is in the affirmative, please:

(a) identify with particularity the type of unbundled loop you requested which BellSouth allegedly has refused to provide;

(b) state the date when you first requested the unbundled loop and the date BellSouth allegedly refused to provide it;

(c) state the reasons purportedly given by BellSouth for its refusal to provide such unbundled loop; and

(d) identify all documents that refer or relate to ITC^DeltaCom's request for or BellSouth's refusal to provide each such unbundled loop.

Response: No.

Interrogatory No. 12: Identify all states in which ITC^DeltaCom has requested an Incumbent Local Exchange Carrier (other than BellSouth) to provide ITC^DeltaCom with an "extended loop and loop/port combination." In answering this Interrogatory, please:

(a) identify the Incumbent Local Exchange Carrier to whom the request was made;

(b) state the date of ITC^DeltaCom's request and the date of the Incumbent Local Exchange Carrier's response; and

(c) describe with particularity the Incumbent Local Exchange Carrier's response to ITC^DeltaCom's request.

Response: ITC^DeltaCom filed with the Texas PUC, a negotiated interconnection agreement with Southwest Bell Communications ("SBC") that includes extended loops. The agreement was filed on July 21, 1999 and approved on August 25, 1999. ITC^DeltaCom submits that the Commission should consider the extended loop provisions of that agreement for guidance in this case.

Interrogatory No. 13: Identify all states in which ITC^DeltaCom is providing local exchange service and identify the number of access lines being served by ITC^DeltaCom in each such state.

Response: ITC^DeltaCom objects to this question on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. Moreover, BellSouth is a direct competitor of ITC^DeltaCom and this information is proprietary. With regard to the BellSouth territories, BellSouth has this information in its possession.

Interrogatory No. 14: Identify the location of each physical collocation space leased by ITC^DeltaCom or applied for by ITC^DeltaCom from any Incumbent Local Exchange Carrier, including BellSouth. In answering this Interrogatory, please:

(a) Identify the Incumbent Local Exchange Carrier from which ITC^DeltaCom is leasing such physical collocation space;

(b) state with particularity all costs incurred by ITC^DeltaCom in connection with leasing each such physical collocation space, including identifying all recurring and nonrecurring costs charged by the incumbent for ITC^DeltaCom's use of that space; and

(c) state the interval in which each such physical collocation space was provided, including identifying all dates used to determine this interval (i.e., the date of ITC^DeltaCom's request for the collocation space and the date the space was made available.

Response: BellSouth controls the information in (a), (b) and (c) as it relates to BellSouth. With regard to other ILECs, such information is proprietary and confidential.

Interrogatory No. 15: State the recurring and nonrecurring rates you contend BellSouth should charge for cageless/shared collocation in Florida including cross-connects. In answering this Interrogatory, please describe with particularity the method by which these rates were calculated, including identifying any cost studies, analyses, or other inquiries conducted to derive the rates.

Response: Please refer to the pre-filed testimony of ITC^DeltaCom witness Don Wood.

Interrogatory No. 16: Identify all studies, evaluations, reports, analyses, or other documents prepared by or for ITC^DeltaCom since January 1, 1996 that refer or relate to the out-of-service time for ITC^DeltaCom's end-users when any Incumbent Local Exchange Carrier, including BellSouth, provisions on unbundled loop to ITC^DeltaCom.

Response: This information was provided to BellSouth under the protection of the confidentiality agreement which was executed on August 13, 1999.

Interrogatory No. 17: Identify all studies, evaluations, reports, analyses, or other documents prepared by or for ITC^DeltaCom since January 1, 1996 that refer or relate to the out-of-service time for ITC^DeltaCom's end-users when any incumbent Local Exchange Carrier, including BellSouth, provisions multiple unbundled loops to ITC^DeltaCom.

Response: See Response to Interrogatory Number 16, above.

Interrogatory No. 18: Identify all studies, evaluations, reports, analyses, or other documents prepared by or for ITC^DeltaCom since January 1, 1996 that refer or relate to any

costs incurred by ITC^DeltaCom when a Firm Order Confirmation ("FOC") is modified by any Incumbent Local Exchange Carrier, including BellSouth.

Response: Actual costs are incurred on an individual case basis ("ICB"). It should also be noted that this interrogatory relates to a Petition issue that has been settled by the Parties.

Interrogatory No. 19: Identify all agreements between ITC^DeltaCom and an Incumbent Local Exchange Carrier under Section 252 of the Act, whether the agreement was entered into through voluntary negotiation or compulsory arbitration. In answering this request, please:

(a) identify the Incumbent Local Exchange Carrier that is a party to each such agreement;

(b) state the effective date of each such agreement; and

(c) state the expiration date of each such agreement.

Response: Other than the Interconnection Agreement with BellSouth, ITC^DeltaCom responds as follows:

(a) Southwestern Bell, Sprint and GTE.

(b)

Southwestern Bell -	Texas (8/25/99)
	Arkansas - (3/20/99)
Sprint -	1/11/99
GTE -	Alabama (10/17/98)
	Florida (5/99) (opt-in to AT&T/GTE agreement)

(c)

Southwestern Bell -	Arkansas - (1/7/2000)
Sprint -	(2/11/2000)
GTE -	Alabama (10/17/99)
	Florida (1/31/2000)

Interrogatory No. 20: Please state the total number of end user customers that ITC^DeltaCom serves within the State of Florida.

Response: ITC^DeltaCom objects on the grounds that the information requested is not relevant to any issue in the proceeding, nor is it reasonably calculated to lead to the discovery of admissible evidence. Furthermore, BellSouth is a direct competitor of ITC^DeltaCom and this information is highly confidential and proprietary.

Interrogatory No. 21: Please state the total number of end users customers that ITC^DeltaCom serves off of its own network ("on-net" customers) within Florida.

Response: See Response to Interrogatory Number 20, above.

Interrogatory No. 22: Please state the total number of ITC^DeltaCom's on-net customers in Florida that are Internet Service Providers ("ISPs").

Response: See Response to Interrogatory Number 20, above.

Interrogatory No. 23: Please state on a monthly basis the total amount of revenue that ITC^DeltaCom has received from providing services within Florida to its end-user customers.

Response: See Response to Interrogatory Number 20, above.

Interrogatory No. 24: Please state on a monthly basis the total amount of revenue that ITC^DeltaCom has received from providing services within Florida to its "on-net" end-user customers.

Response: See Response to Interrogatory Number 20, above.

Interrogatory No. 25: For the Florida ISP customers in Response to Interrogatory No. 22, please state, on an annual basis, (a) the total amount billed by ITC^DeltaCom for service to those customers from inception of service to present, (b) the amounts of any credit, rebate, or adjustments given to such customers, and (c) the total amount of revenue collected from such customers, from inception of service to present.

Response: See Response to Interrogatory Number 20, above.

Interrogatory No. 26: Please identify any cost study or other data or documents concerning the actual cost to ITC^DeltaCom to transport ISP traffic from the point of interconnection with BellSouth to the ISP server being served by an ITC^DeltaCom switch.

Response: ITC^DeltaCom has not, at this time, prepared such a study.

Interrogatory No. 27: State the number of end-user residential customers ITC^DeltaCom serves in Florida.

Response: ITC^DeltaCom objects on the grounds that the information requested is not relevant to any issue in the proceeding, nor is it reasonably calculated to lead to the discovery of admissible evidence. Furthermore, BellSouth is a direct competitor of ITC^DeltaCom and this information is highly confidential and proprietary.

Interrogatory No. 28: State the number of end-user business customers ITC^DeltaCom serves in Florida.

Response: See Response to Interrogatory Number 27, above.

Interrogatory No. 29: State the number of switches ITC^DeltaCom has deployed in Florida.

Response: ITC^DeltaCom's Florida customers are served by one switch at present.

Interrogatory No. 30: State the number of local service requests ITC^DeltaCom submitted to BellSouth manually in 1999.

Response: BellSouth controls this information and it is in their possession. Indeed, BellSouth submits monthly reports to ITC^DeltaCom with this information.

Interrogatory No. 31: State the number of local service requests ITC^DeltaCom submitted to BellSouth electronically in 1999.

Response: See Response to Interrogatory Number 30, above.

Interrogatory No. 32: State the number of resold lines ITC^DeltaCom has in Florida.

Response: See Response to Interrogatory Number 30, above.

Interrogatory No. 33: State the number of unbundled network elements ITC^DeltaCom has purchased in Florida.

Response: See Response to Interrogatory Number 30, above.

Interrogatory No. 34: Identify each performance measurement ITC^DeltaCom contends it needs in Issue 1(a).

Response: See Attachment 10 to ITC^DeltaCom's proposed Interconnection Agreement. (Exhibit A to the Petition).

Interrogatory No. 35: State with specificity the grounds upon which ITC^DeltaCom contends it is entitled to "performance guarantees" in Issue 1(a).

Response: See the pre-filed testimony of ITC^DeltaCom witnesses Rozycki, Thomas and Hyde.

Interrogatory No. 36: State with specificity the reasons ITC^DeltaCom contends that the performance measurements proposed by BellSouth are not adequate for ITC^DeltaCom, including a detailed explanation as to why ITC^DeltaCom contends it needs a unique set of performance measurements in its interconnection agreement.

Response: See Response to Interrogatory Number 34. BellSouth's proposals do not include any meaningful measurement of BellSouth's nonperformance. Most importantly, there is no commitment from BellSouth that it will meet any measurement. Through tariffs and Commission regulation, BellSouth provides credits and refunds to retail and access customers when it fails to meet an installation due date. In fact, BellSouth provides more "satisfaction" and "commitment" guarantees in Florida retail tariffs than we have found so far in other state tariffs. These tariff references are attached as rebuttal exhibits to Mr. Rozycki's testimony. It is unclear to ITC^DeltaCom why BellSouth refuses to offer similar guarantees to ITC^DeltaCom, a wholesale purchaser of local services, yet will offer such commitments to its retail and access customers.

Interrogatory No. 37: For each performance measurement proposed by ITC^DeltaCom in Issue 1(a), state how ITC^DeltaCom contends each measurement will demonstrate "nondiscriminatory access consistent with the requirements of the 1996 Act and the FCC orders and rules."

Response: See Response to Interrogatory Number 34, above.

Interrogatory No. 38: State with specificity the means by which ITC^DeltaCom proposes to apply the penalty, liquidated damages, or waiver described in Issue 1(b) if the missed due date is partially or fully the fault of ITC^DeltaCom.

Response: If the missed due date is the fault of ITC^DeltaCom or ITC^DeltaCom's customer, there will not be any penalty, liquidated damages, or waiver.

Interrogatory No. 39: State with particularity, including appropriate citations or other sources, each of the legal and/or regulatory grounds upon which you contend a penalty, liquidated damages or waiver is appropriate.

Response: ITC^DeltaCom objects to this question because it calls for a legal conclusion and is not appropriate for discovery. In response generally, the Telecommunication Act of 1996 and various discussions of federal and state regulations. See also ITC^DeltaCom's Pre-Hearing Statement.

Interrogatory No. 40: Do you agree that BellSouth sometimes misses due dates for its own retail customers? If not, explain.

Response: Yes.

Interrogatory No. 41: Does ITC^DeltaCom agree that missed due dates do not equate to nondiscriminatory access? If not, explain.

Response: Not necessarily. By missing due dates, BellSouth may not be providing ITC^DeltaCom nondiscriminatory access in violation of the Telecommunication Act of 1996.

Interrogatory No. 42: Explain with specificity the grounds upon which ITC^DeltaCom has rejected BellSouth's proposed language for Issue 2 regarding access to OSS, UNEs, White Page Listings and Access to Numbering Resources.

Response: Please refer to the pre-filed testimony of ITC^DeltaCom witnesses Rozycki, Hyde and Thomas.

Interrogatory No. 43: Define "parity" and provide legal, regulatory or other citations which support your definition. If your definition varies from any legal or regulatory requirements regarding "parity", your answer should also include a detailed explanation of the reason for such variance.

Response: The quality or state of being equal. The Telecommunications Act of 1996 requires "nondiscriminatory access" meaning that competitive local exchange carriers should not receive substandard access or service as compared to that which the incumbent provides to itself, its customers, its affiliates or any other carrier.

Interrogatory No. 44: Which electronic interfaces does ITC^DeltaCom currently use? Does ITC^DeltaCom have any plans to utilize the Telecommunications Access Gateway ("TAG") preordering and/or ordering electronic interfaces?

Response: See the pre-filed testimony of ITC^DeltaCom witness Thomas. ITC^DeltaCom is evaluating the additional costs and expense of implementing TAG, a completely different architecture than EDI. ITC^DeltaCom implemented EDI based on BellSouth's affirmation in the 271 hearings that EDI provides nondiscriminatory access to OSS to CLECs. Now, ITC^DeltaCom must implement TAG and is being required to absorb those costs as well as those of BellSouth.

Interrogatory No. 45: State with specificity the grounds upon which ITC^DeltaCom contends that TAG, which allows information contained in the customer service records ("CSRs") to be parsed (broken down into smaller segments) by the CLECs to the required level of detail, is not sufficient for parsing CSRs for ITC^DeltaCom.

Response: See the testimony of witness Thomas.

Interrogatory No. 46: State with specificity the grounds upon which ITC^DeltaCom contends that BellSouth fails to provide nondiscriminatory access to RSAG.

Response: See the testimony of witness Thomas.

Interrogatory No. 47: State with specificity the grounds upon which ITC^DeltaCom contends that notification of changes to BellSouth's business rules via BellSouth's Interconnection Web page is not fair and reasonable means of notice to CLECs.

Response: See the testimony of witness Thomas.

Interrogatory No. 48: State with specificity the grounds upon which ITC^DeltaCom contends it needs 45 days notice of changes to BellSouth's business rules as opposed to the 30 days notice BellSouth currently provides to all CLEC's.

Response: See the testimony of witness Thomas.

Interrogatory No. 49: Does ITC^DeltaCom utilize the BellSouth Interconnection Web page?

Response: Yes.

Interrogatory No. 50: State the means by which ITC^DeltaCom contends BellSouth should provide ITC^DeltaCom with an unbundled loop using IDLC technology in cases in which it is not technically feasible to provide such a loop.

Response: ITC^DeltaCom disagrees with the premise to this question. ITC^DeltaCom knows of no instance when it is not technically feasible to provide such a loop. See the pre-filed testimony of witness Hyde.

Interrogatory No. 51: Does ITC^DeltaCom contend that BellSouth does not provide ITC^DeltaCom with the specific transmission requirements it requests when it orders loops? If the answer is in the affirmative, state the following:

(a) identify with particularity the specific transmission requirements ITC^DeltaCom requested that BellSouth failed to provide;

(b) state the date when you first requested the specific transmission requirements and the date BellSouth allegedly failed to provide them;

(c) state the reasons purportedly given by BellSouth for its refusal to provide such specific transmission requirements;

(d) Identify each specific location where ITC^DeltaCom contends that BellSouth failed to provide facilities meeting the requested specific transmission requirements;

(e) identify all documents that refer or relate to ITC^DeltaCom's request for, or BellSouth's refusal to provide, specific transmission requirements.

Response: ITC^DeltaCom has not requested specific transmission requirements but expects that BellSouth will provide for each ITC^DeltaCom order the same technical specifications BellSouth provides to its retail customers. When an existing BellSouth customer converts to ITC^DeltaCom, ITC^DeltaCom expects that loop to perform at the same level and with the same specification that it had when used for BellSouth retail service.

Interrogatory No. 52: Does ITC^DeltaCom contend that BellSouth does not provide ITC^DeltaCom with unbundled loops using IDLC technology in cases in which it is technically feasible to provide such loops? If so, explain.

Response: Yes. ITC^DeltaCom is not aware that BellSouth has proven to any state or federal regulatory authority that it is not technically feasible to provide IDLC. BellSouth has the burden of showing that it is not technically feasible.

Interrogatory No. 53: State with specificity the means by which ITC^DeltaCom proposes that BellSouth administer the repair and maintenance guidelines referenced in Issue 2(b)(i) without BellSouth knowing the identity of the end-user. If ITC^DeltaCom contends that

it plans to provide BellSouth with the identity of the end-users, stated in detail how ITC^DeltaCom proposes to do so.

Response: See the testimony of ITC^DeltaCom witnesses Thomas and Hyde. Based on recent negotiations with BellSouth, it is ITC^DeltaCom's understanding that it can use the same "priority" classifications that BellSouth utilizes today. In this case, ITC^DeltaCom would not be required to provide the actual identity of the end-user but only the category or classification that the end-user falls into. It should be noted that this interrogatory relates to a Petition Issue that has been resolved by the Parties.

Interrogatory No. 54: In Issue 2(b)(i), ITC^DeltaCom proposes that it "will inform" BellSouth if the repair problem is associated with a high priority needs customer. Does ITC^DeltaCom propose for that notification to be made manually or electronically? To whom does ITC^DeltaCom propose that the notification be sent?

Response: ITC^DeltaCom proposes that it will inform BellSouth of the repair problem associated with a high priority needs customer via the same method that it notifies BellSouth of repair problems today. However, if alternative arrangements are necessary, ITC^DeltaCom is open to further negotiations. It should be noted that this interrogatory relates to a Petition Issue that has been settled by the Parties.

Interrogatory No. 55. State with specificity all "combinations", including UNES and/or services, that ITC^DeltaCom contends it is entitled to be provided by BellSouth.

Response: ITC^DeltaCom contends that it should be permitted to continue ordering extended loops in the same manner that was implemented under our existing approved

interconnection agreement (Section IV. B.14 page 6) pending the final determination of the FCC on unbundled network elements and in light of the Supreme Court's decision on combinations. See also, the FCC's recent September 15, 1999 press release regarding unbundled network elements.

Interrogatory No. 56: State with specificity the UNE combinations to which ITC^DeltaCom contends it is entitled to be provided in BellSouth's network.

Response: See the Petition and the FCC's recent September 15, 1999 press release.

Interrogatory No. 57: Provide all legal, regulatory or other authority that you contend supports ITC^DeltaCom's answer to Interrogatories 55 and 56.

Response: Our existing interconnection agreement approved by this Commission required BellSouth to negotiate in good faith to develop a method for extended loops. BellSouth did provide extended loops to ITC^DeltaCom. In fact, BellSouth has provided over 2500 extended loops to ITC^DeltaCom regionwide. Based on the authority of the Florida Commission to regulate local services provided in Florida and based on BellSouth's letter to the FCC dated February 11, 1999, wherein BellSouth promises to continue providing every unbundled network element it currently affords under its existing interconnection agreements. See also, the FCC's recent September 15, 1999 press release.

Interrogatory No. 58: How do you contend the term "currently combined" should be construed? In answering this Interrogatory, identify all facts and documents that support this contention, including all legal, regulatory, or other citations which support your contention.

Response: See the testimony of ITC^DeltaCom witness Wood.

Interrogatory No. 59: For each UNE combination that you contend BellSouth should be required to provide, explain in detail what activities you contend are required for BellSouth to provide that combination to a requesting carrier. In answering this Interrogatory, describe with particularity:

(a) the basis for your explanation, including identifying any studies, evaluations, reports or analyses upon which your explanation is based;

(b) any differences in these activities depending upon the type of combinations of unbundled elements being provided.

Response: ITC^DeltaCom submits that all such activities should be covered in BellSouth's Cost Study. ITC^DeltaCom has received that study and is currently reviewing its contents.

Interrogatory No. 60: State with specificity the grounds upon which ITC^DeltaCom rejected BellSouth's offer of a loop cutover installation interval time of fifteen (15) minutes for a single circuit conversion with multiple loop cutovers being accomplished in increments of time per loop.

Response: BellSouth's offer does not meet the parity requirements of the Act and FCC Rules and is a significant departure from the current agreement.

Interrogatory No. 61: Does ITC^DeltaCom dispute that it takes more time to provision a multiple loop cutover than to provision a single circuit conversion? If so, explain.

Response: If BellSouth performs the pre-testing that they have agreed to do, a multiple cutover may take essentially the same time as a single loop cutover. See the testimony of witness Hyde.

Interrogatory No. 62: Identify each and every fact and actual instance, including date, location and numbers/codes involved, that supports ITC^DeltaCom contention in Issue 2(c)(i) that "BellSouth improperly loaded NXX codes on many occasions."

Response: Enclosed are the most recent translations troubles reported to BellSouth region wide from approximately June 1999 to September 1999. In addition, BellSouth has access and was a party to Docket 25835 (Alabama Public Service Commission) wherein Mr. Steven D. Moses testified and provided data regarding problems with NXX codes being improperly loaded and accompanying translations problems.

Interrogatory No. 63: State each and every reason ITC^DeltaCom has not accepted BellSouth's proposed NXX testing method described in response to Issue 2(c)(i).

Response: See testimony of witness Hyde. BellSouth has proposed that ITC^DeltaCom purchase an fx line to each and every BellSouth end office which is inefficient and cost prohibitive. In addition, ITC^DeltaCom has provided BellSouth with **three** proposals. First , ITC^DeltaCom requested access to BellSouth's testing platform as specified in our current interconnection agreement. BellSouth rejected ITC^DeltaCom's first proposal. ITC^DeltaCom then proposed a switch based testing platform. However, BellSouth rejected this second proposal because its Lucent switches are not currently capable of providing the needed

functionality. ITC^DeltaCom is now waiting for BellSouth's response to ITC^DeltaCom's third proposal. This third proposal is discussed more fully in Mr. Hyde's testimony.

Interrogatory No. 64: With respect to Issue 2(c)(v), would ITC^DeltaCom agree to compensate BellSouth for the costs incurred in hiring/assigning a designated contact for ITC^DeltaCom? If the answer is yes, with qualifications, delineate each of those qualifications.

Response: Generally, yes. The response to this question depends upon the precise offer made by BellSouth. BellSouth's cost study contemplates that a BellSouth technician can only coordinate six loops per day. ITC^DeltaCom averages many more loops than six and therefore should already be assigned BellSouth personnel as designated contacts.

Interrogatory No. 65: State with specificity the details of ITC^DeltaCom's proposal in Issue 2(c)(vi) that each party should reimburse the other for any additional costs incurred for isolating the trouble to the other's network.

Response: Recovery of costs on a time and materials basis of all costs incurred by ITC^DeltaCom to isolate the same trouble to BellSouth's network each subsequent time until BellSouth repairs the problem. No charges would apply for the first referral.

Interrogatory No. 66: What costs does ITC^DeltaCom propose to recover in Issue 2(c)(vi).

Response: See response to # 65

Interrogatory No. 67: How does ITC^DeltaCom propose to calculate the costs it proposes to recover in Issue 2(c)(vi).

Response: See response to # 65

Interrogatory No. 68: State with specificity the reasons or grounds that ITC^DeltaCom contends that BellSouth should designate an order as a.m. or p.m. when no access to the customer premise is required and the end-user is indifferent as to the time of service?

Response: ITC^DeltaCom will not request a.m. or p.m. designation if the end-user is indifferent as to the time of service

Interrogatory No. 69: State all legal and/or regulatory grounds that support ITC^DeltaCom's contention in Issue 2(c)(viii) that BellSouth must be required to maintain and repair at industry standards a loop that has been modified.

Response: Sections 251 and 252 of the Telecommunications Act of 1996 and the FCC Rules.

Interrogatory No. 70: In what situations does ITC^DeltaCom contend in Issue 2(c)(x) that BellSouth would modify an order after sending a FOC?

Response: BellSouth frequently modifies the due date on orders after sending an FOC. However, it should be noted that the Parties settled this issue by agreeing to remove sections Sections 2.2.2.7 and 2.2.2.8 in their entirety and thereby close Issue 2(c)(x).

Interrogatory No. 71: State with specificity each and every time you contend the situation you described in answer to the preceding Interrogatory has occurred. Provide detailed facts, including the date of such occurrence, order number (including telephone numbers) and the outcome of such situation.

Response: The data requested is not available in the format requested. See response to Interrogatory 70.

Interrogatory No. 72: What costs does ITC^DeltaCom contend it incurs in Issue 2(c)(x)?

Response: Actual costs are incurred on an individual case basis. See response to Interrogatory 70.

Interrogatory No. 73: How does ITC^DeltaCom propose to calculate the costs it contends it incurs in Issue 2(c)(x)?

Response: Actual costs are incurred on an individual case basis. See response to Interrogatory 70.

Interrogatory No. 74: Does ITC^DeltaCom dispute that with respect to UNE conversions, dial tone is strictly a function of the CLEC and is not a responsibility of BellSouth? If so, explain in detail all facts which give rise to ITC^DeltaCom's answer.

Response: Not necessarily. The dial tone tests that ITC^DeltaCom has requested uses ITC^DeltaCom's dial tone to test continuity in BellSouth's network.

Interrogatory No. 75: State with specificity what ITC^DeltaCom is seeking when it contends that BellSouth should be required to perform dial tone tests at least 48 hours prior to the scheduled cutover date in Issue 2(c)(xiv).

Response: See response to #74

Interrogatory No. 76: State the grounds upon which ITC^DeltaCom contends it is necessary to define "flow-through" in the parties' interconnection agreement.

Response: Contracts should be unambiguous where possible. Other terms are defined. ITC^DeltaCom seeks to avoid post-arbitration disputes over the meaning of "flow through." See the testimony of witness Thomas.

Interrogatory No. 77: State the grounds, if any, upon which ITC^DeltaCom contends BellSouth's LNP cutover procedures are inadequate and provide detailed explanation of each and every change in such procedures ITC^DeltaCom contends is needed.

Response: ITC^DeltaCom has not requested BellSouth to change its procedures only that BellSouth *fully* implement and follow its procedures. ITC^DeltaCom has proposed the following contract language to ensure that consumers do not experience quality of service problems because of LNP cutovers:

The Parties shall ensure that users of telecommunications services are able to retain, at the same location or at another location served by the same wire center existing numbers without impairment of quality, reliability, or convenience when switching from one Party to the Other. BellSouth shall insure that the disconnect order is completed for all ported numbers once the NPAC notification of ITC^DeltaCom's activate Subscription Version has been received by

BellSouth. BellSouth shall use best efforts to insure that the disconnect order is worked within 15 minutes of receiving the NPAC notice, but in no circumstances shall exceed two hours. Where the loop is being purchased by ITC^DeltaCom as an unbundled network element or as an access facility, prior to the time of LNP implementation, BellSouth shall provide an operations contact whom ITC^DeltaCom can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, completion will be negotiated by the Parties.

Interrogatory No. 78: State the rate you contend is appropriate for reciprocal compensation for ISP-bound traffic, and separately state the rate you contend is appropriate for local traffic. In answering this Interrogatory, state with particularity how the rate(s) were calculated and identify any analyses, cost studies, or other reports that support your rate.

Response: See the testimony of witnesses Rozycki and Wood.

Interrogatory No. 79: Does ITC^DeltaCom route calls to ISPs over local trunks?

Response: Yes, as does BellSouth.

Interrogatory No. 80: Does ITC^DeltaCom route access, toll or other non-local traffic over its local trunks?

Response: ITC^DeltaCom does not route access, toll or other non-local traffic over one way trunks. ITC^DeltaCom does route tandem access over the two way trunks. BellSouth, however, apparently does route access, toll, and other non-local traffic over one way and two way trunk groups.

Interrogatory No. 81: What are the hours of operation for ITC^DeltaCom's service representatives?

Response: 24 hours a day, seven days a week.

Interrogatory No. 82: Does ITC^DeltaCom dispute the fact that once a UNE facility is disconnected for any reason, it is subject to immediate reuse by another provider? If so, please fully explain.

Response: Not necessarily. However, if BellSouth disconnects by error, BellSouth must immediately restore the disconnected service. Also, in cases involving slamming complaints, ITC^DeltaCom expects that BellSouth will work cooperatively to immediately restore service to the authorized provider.

Interrogatory No. 83: Does ITC^DeltaCom contend that every time it submits a disconnect order, BellSouth should reserve the facilities used by the ITC^DeltaCom customer for ITC^DeltaCom's later use?

Response: No.

Interrogatory No. 84: Cite the provisions of the FCC's recent Advanced Services Order that ITC^DeltaCom contends obligates BellSouth to provide cageless collocation within 30 days after a firm order is placed.

Response: The FCC Advanced Services Order does not specify a specific time frame. However, cageless collocation is equivalent to virtual collocation which BellSouth today

provides in thirty to forty-five days. Therefore, BellSouth should provide cageless collocation in 30 to 45 days.

Interrogatory No. 85: State each and every fact upon which ITC^DeltaCom relies in making the allegation in Issue 4(c) that ITC^DeltaCom is subject to stricter security requirements than those applied to BellSouth's approved third party vendors.

Response: ITC^DeltaCom contacted Six R Communications, an outside vendor, used by BellSouth and learned that although they do background checks, Six R does not currently transmit information concerning their personnel directly to BellSouth. However, it should be noted that the Parties have resolved the Petition Issue related to this interrogatory.

Interrogatory No. 86: Does ITC^DeltaCom contend in Issue 6(c) that BellSouth incurs no costs in connection with a disconnection?

Response: When an end user switches providers, BellSouth contemplates charging a connect and disconnect charge for the same function. In those cases, only the connect function would apply. See testimony of Wood.

Interrogatory No. 87: State with specificity the grounds for ITC^DeltaCom's alleged concern in Issue 6(c) that BellSouth will recover its costs twice.

Response: See Response to Number 86.

Interrogatory No. 88: State all legal and/or regulatory grounds that you contend support your position that BellSouth is not permitted to impose charges for its OSS.

Response: See testimony of witness Wood.

Interrogatory No. 89: State each and every reason ITC^DeltaCom will not accept the procedures documented in the MECAB and MECOD OBF Guidelines for Meet Point Billing for situations in which such standards are applicable.

Response: ITC^DeltaCom is not aware of any situation in which the MECAB and MECOD OBF Guidelines for Meet Point Billing of transport would be applicable as part of an interconnection agreement between ITC^DeltaCom and BellSouth. Transport is the only access billing element with a "billing percentage." In addition, BellSouth interconnects with ITC^DeltaCom at ITC^DeltaCom's collocation space located at BellSouth's tandem switch for access traffic to IXCs. ITC^DeltaCom then transports the call to (or from) ITC^DeltaCom's switch. Therefore, should any such transport "meet point" applicability occur, the billing percentage would be 100% ITC^DeltaCom. The MECAB/MECOD OBF Guidelines assumes instances of less than 100% for meet point billing. In other words, when one party provides all of the facility, then there cannot be a facility "meet point" with another party.

As noted above, ITC^DeltaCom's "meet point" with BellSouth is at the collocation space in BellSouth's tandem switch office. ITC^DeltaCom bills the IXC for local switching, common line charges and transport. BellSouth bills the IXC for tandem switching and entrance facilities. This procedure is in compliance with the MECAB/MECOD Guidelines.

Interrogatory No. 91: Is it Mr. Hyde's contention on page 4 of his direct testimony in ITC^DeltaCom's Florida arbitration proceeding that BellSouth never provides ITC^DeltaCom with IDLC?

Response: ITC^DeltaCom has recently been made aware that BellSouth is providing IDLC in rare circumstances. ITC^DeltaCom is currently aware of one loop in Alabama that is IDLC and three or four in South Carolina. ITC^DeltaCom was not informed by BellSouth that these facilities were being installed as IDLC. ITC^DeltaCom is not aware of any IDLC being provided by BellSouth in Florida.

Interrogatory No. 92: On page 6 of Mr. Hyde's direct testimony in ITC^DeltaCom's Florida arbitration proceeding Mr. Hyde references "a common complaint" of ITC^DeltaCom customers. Identify each such complaint with specificity and (pursuant to protective order if necessary) state (a) each customer by whom this complaint was made; (b) the date of the complaint; (c) the date ITC^DeltaCom referred the situation to BellSouth; (d) BellSouth's response; and (e) identify all documents referring, relating or pertaining to these alleged complaints.

Response: As discussed in the Direct Testimony of ITC^DeltaCom witness Thomas Hyde, customers that were served by BellSouth via Integrated Digital Loop Carrier ("IDLC") that switched to ITC^DeltaCom and were served by a substandard UNE loop using outdated UDLC technology have registered complaints regarding degraded modem performance. BellSouth seeks the name of such customers, the date of the complaint, the date ITC^DeltaCom referred the complaint to BellSouth, BellSouth's response to such complaint, and all relevant documents. To compile such data, ITC^DeltaCom must track through many records, some of

which are in its sales offices. ITC^DeltaCom is in the process of compiling such information and hopes to have such information prior to the hearing.

As a supplement to this request, ITC^DeltaCom attaches Technical Papers prepared by 3Com (Exhibit "A"), one of the world's leading producers of modem technology, regarding specifications for V.90 digital modem requirements. These Technical Papers help explain the problems experienced by ITC^DeltaCom customers being served by UNE UDLC loops. On page 4 of the Technical Papers, under the heading of V.90 Requirements, 3Com sets forth several conditions that must exist for full 56 Kbps transmission using a V.90 digital modem, one of which is that there can be only one analog-to-digital conversion in the phone network along a path of the call between the V.90 digital modem and the analog modem. As further explained in the testimony of ITC^DeltaCom witness Thomas Hyde, when BellSouth changes a customer whom BellSouth serves via IDLC to an UNE UDLC loop, BellSouth causes two *additional* analog-to-digital conversions to occur in the network. These two additional analog-to-digital conversions will, and do, cause modem impairment in all cases where UDLC is used in lieu of IDLC. This is the source of the customer complaints to which Mr. Hyde refers.

Interrogatory No. 93: Identify with specificity each and every instance Mr. Hyde references on page 6 of his direct testimony filed in ITC^DeltaCom's Florida arbitration proceeding in which he contends the customer had a certain modem speed with ITC^DeltaCom and the modem speed increased when the customer switched to BellSouth.

Response: See Response to Interrogatory number 92.

Interrogatory No. 94: State with specificity each and every instance Mr. Hyde references on page 10 of his direct testimony filed in ITC^DeltaCom's Florida arbitration proceeding in which BellSouth is "double billing" ITC^DeltaCom for the extended loops it provisioned for ITC^DeltaCom.

Response: BellSouth has issued a credit of $275,000 to ITC^DeltaCom; however, there is still some dispute as to whether additional credits should be provided.

Interrogatory No. 95: On pages 11-12 of Mr. Hyde's direct testimony in ITC^DeltaCom's Florida arbitration proceeding Mr. Hyde references alleged problems with the loops provided by BellSouth to ITC^DeltaCom. Identify each such problem with specificity and (pursuant to protective order if necessary) state (a) each customer by whom this complaint was made; (b) the date of the complaint; (c) the date ITC^DeltaCom referred the situation to BellSouth; (d) BellSouth's response; and (e) identify all documents referring, relating or pertaining to these alleged complaints.

Response: To the extent this information is available it has been provided to BellSouth subject to a confidential and proprietary agreement.

Interrogatory No. 96: Of the 62% of the orders that Michael Thomas contends fall out for manual handling on page 3 of his direct testimony filed in ITC^DeltaCom's Florida arbitration proceeding, what percentage of those fall out due to errors by ITC^DeltaCom?

Response: The 62 % fallout refers to the orders that are not LESOG eligible and is not caused or related to whether the orders contain errors by either BellSouth or ITC^DeltaCom. LESOG eligible means that the orders are capable of LESOG flowthrough.

Interrogatory No. 97: Does ITC^DeltaCom contend that BellSouth will not schedule after-hours cutovers?

Response: No.

Dated this 27 day of September, 1999.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished this 27 day of September, 1999 to the following:

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Attorney

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I, Nanette S. Edwards, as authorized representative of ITC^DeltaCom Communications, Inc., do hereby depose and state that the foregoing Answers to BellSouth Telecommunications, Inc.'s First Set of Interrogatories are true and correct to the best of my knowledge and belief.

Dated this 23rd day of Sept., 1999.

Nanette S. Edwards
Print Name: Nanette S. Edwards

STATE OF Alabama
COUNTY OF Madison

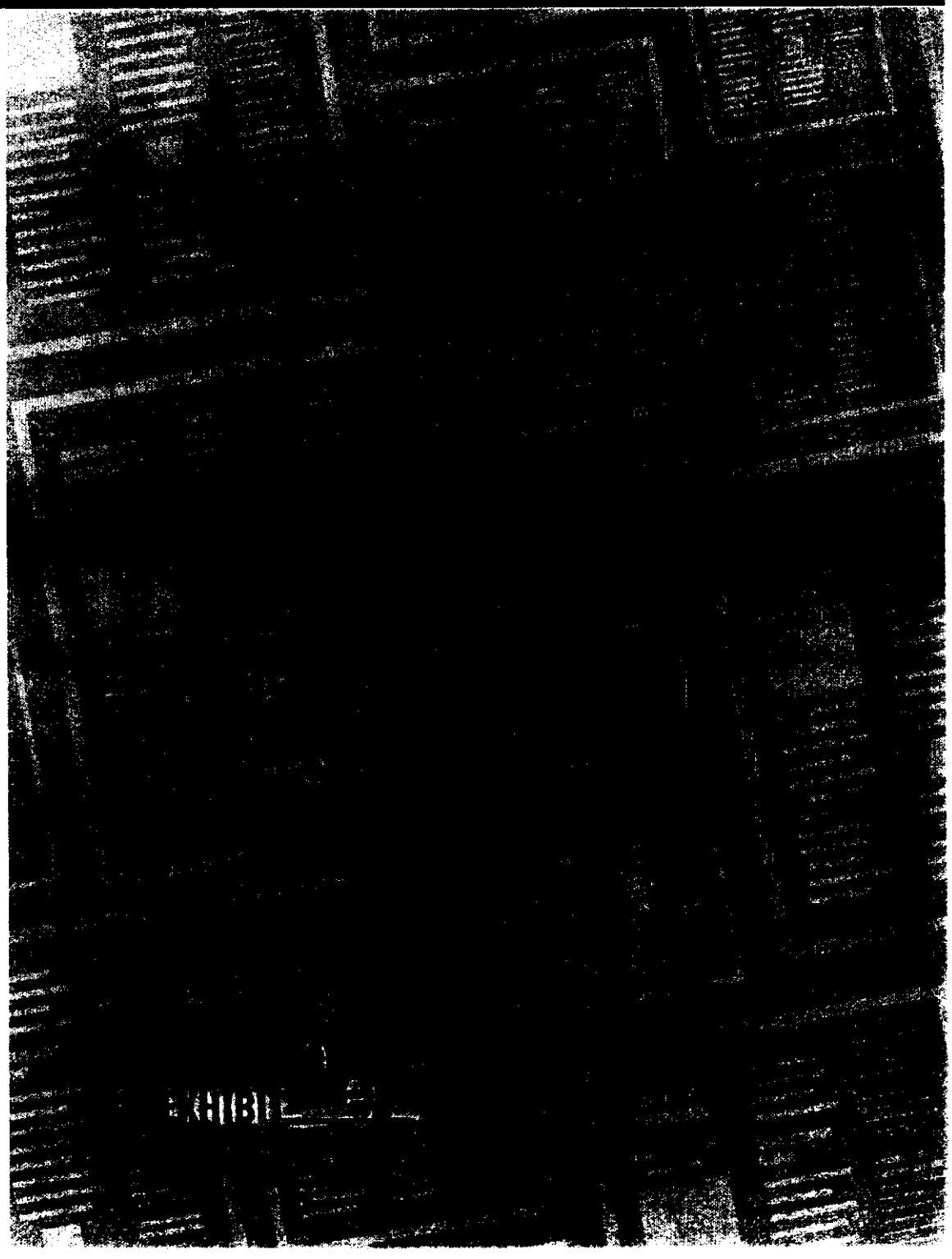
The foregoing instrument was acknowledged before me this 23rd day of September, 1999, by Nanette S. Edwards who is personally known to me or who has produced the following Answers as identification and who did take an oath that the foregoing answers set forth to the foregoing interrogatories are true and correct to the best of his/her knowledge and belief.

Rose N. Hatte
NOTARY PUBLIC
My Commission Expires: 04/23/00
(SEAL)

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3Com

3Com V.90 Technology



3Com V.90 Technology

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3Com V.90 Technology

V.90, a data transmission recommendation developed by Study Group 16 of the International Telecommunications Union (ITU), provides a specification for achieving line speeds of up to 56 Kbps. This paper explains V.90 in detail.

V.90 technology allows modems to receive data at up to 56 Kbps over the standard public switched telephone network (PSTN). V.90 overcomes the theoretical limitations imposed on standard analog modems by exploiting the digital server connections that most Internet and online service providers use at their end to connect to the PSTN.

Typically, the only analog portion of the phone network is the phone line that connects the remote site to the telephone company's central office (CO). Over the past two decades, local telephone companies have been replacing portions of their original analog networks with digital circuits. But the slowest portion of the network to change has been the connection from the home to the CO. That connection will likely remain analog for some years to come.

A software upgrade converts a service provider's 3Com Total Control™ remote access concentrator, SuperStack® II Remote Access System 1500 with Universal Connect™ technology, NETServer I-modems, or U.S. Robotics® MP I-modems to V.90 operation. 3Com calls the modems that have a direct digital connection to the PSTN V.90 *digital modems.* Likewise, converting a U.S. Robotics Courier™ V.Everything® analog modem to a V.90 *analog modem* is as simple as downloading new software.

V.34 Encoding in More Detail

The PSTN was designed for voice communications (Figure 1). By artificially limiting the sound spectrum to just those frequencies relevant to human speech, network engineers found they could reduce the bandwidth needed per call, increasing the number of potential simultaneous calls. While this works well for voice, it imposes limits on data communications.

V.34 modems are optimized for the situation where both ends connect by analog lines to the PSTN. Even though most of the network is digital, V.34 modems treat it as if it were entirely analog. V.34 modems are incredibly robust, but they cannot make the most of the bandwidth that becomes available when one end of the connection is completely digital. V.34 was built on the assumption that both ends of the connection suffer impairment due to quantization noise introduced by analog-to-digital converters (ADCs).

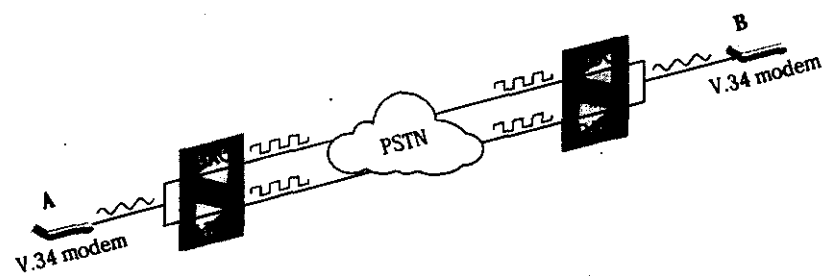


Figure 1. *Anatomy of a V.34 Connection*

Signal-to-Noise Ratio (SNR)

Signal-to-noise ratio is a measure of link performance arrived at by dividing signal power by noise power. The higher the ratio, the clearer the connection, and the more data can be passed across it. Even under the best conditions, when a signal undergoes analog-to-digital conversion, there is a 38 to 39 dB signal-to-noise ratio (the "noise floor"), which limits practical V.34 speeds to 33.6 Kbps.

Upstream and Downstream Channels: Asymmetric Operation

V.90 connections employ one bidirectional channel, upstream and downstream. The V.90 analog modem's downstream (receive) channel is capable of higher speeds because no information is lost in the digital-to-analog conversion. The V.90 analog modem's upstream (send) channel goes through an analog-to-digital conversion, which limits it to V.34 speeds.

Noise Introduced by Quantization of Analog Signals

Analog information must be transformed to binary digits in order to be sent over the PSTN. The incoming analog waveform is sampled 8,000 times per second, and each time its amplitude is recorded as a pulse code modulation (PCM) code. The sampling system uses 256 discrete 8-bit PCM codes.

Because analog waveforms are continuous and binary numbers are discrete, the digits that are sent across the PSTN and reconstructed at the other end can only approximate the original analog waveform. The difference between the original waveform and the reconstructed quantized waveform is called quantization noise, and it limits modem speed.

V.90 Encoding in More Detail

Quantization noise limits the V.34 communications channel to about 35 Kbps. But quantization noise affects only analog-to-digital conversion—not digital-to-analog. This is the key to V.90: if there are no analog-to-digital conversions between the V.90 digital modem and the PSTN, and if this digitally connected transmitter uses only the 255 discrete signal levels available on the digital portion of the phone network, then this exact digital information reaches the analog modem's receiver, and no information is lost in the conversion processes.

Here's how the process (Figure 2) works:

1. The server connects, in effect, digitally to the telephone company trunk.

2. The server signaling is such that the encoding process uses only the 256 PCM codes used in the digital portion of the phone network. In other words, there is no quantization noise associated with converting analog-type signals to discrete valued PCM codes.

3. These PCM codes are converted to corresponding discrete analog voltages and sent to the analog modem via an analog loop circuit, with no information loss.

4. The client receiver reconstructs the discrete network PCM codes from the analog signals it received, decoding what the transmitter sent.

Data is sent from the V.90 digital modem over the PSTN as binary numbers. But to meet the conditions of step 2 above, the V.90 digital modem transmits data (eight bits at a time) to the client's ADC at the same rate as the telephone network (8,000 Hz). This means the modem's symbol rate must equal the phone network's sample rate.

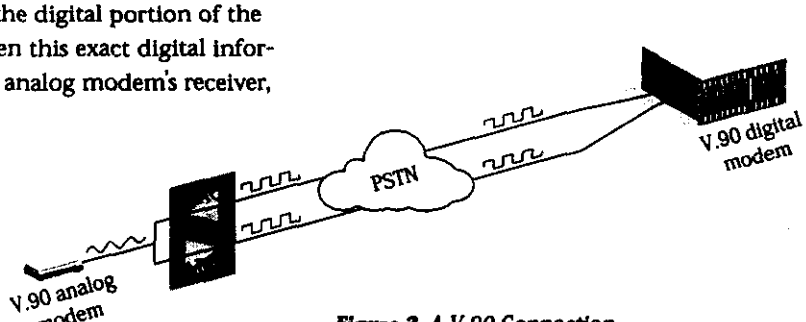


Figure 2. A V.90 Connection

V.90 Modem Connections

During the training sequence, V.90 modems probe the line to determine whether any downstream analog-to-digital conversions have taken place. If the V.90 modems detect any analog-to-digital conversions, they will simply connect as V.34. The V.90 analog modem also attempts a V.34 connection if the remote modem does not support V.90.

The V.90 analog modem's task is to discriminate among the 256 potential voltages, to recover 8,000 PCM codes per second. If it could do this, then the download speed would be nearly 64 Kbps (8,000 x 8 bits per code). But it turns out that several problems slow things down slightly.

First, even though the network quantization noise floor problem is removed, a second, much lower noise floor is imposed by the network digital-to-analog converter (DAC) equipment and the local loop service to the client's premises. This noise arises from various non-linear distortions and circuit crosstalk.

Second, network DACs are not linear converters, but follow a conversion rule (μ-law in North America and A-law in many other places). As a result, network PCM codes representing small voltages produce very small DAC output voltage steps, whereas codes representing large voltages produce large voltage steps.

These two problems make it impractical to use all 256 discrete codes, because the corresponding DAC output voltage levels near zero are just too closely spaced to accurately represent data on a noisy loop. (Note: Each network PCM code corresponds to a DAC voltage level.) Therefore, the V.90 encoder uses various subsets of the 256 codes that eliminate DAC output signals most susceptible to noise. For example, the most robust 128 levels are used for 56 Kbps, 92 levels to send 52 Kbps, and so on. Using fewer levels provides more robust operation, but at a lower data rate.

V.90 Requirements

V.90 requires the following three conditions for full 56 Kbps transmission:

1. **Digital at one end.** Today, most service providers have digital connections to the PSTN. One end of an V.90 connection must terminate at a digital circuit, meaning a "trunk-side" channelized T1, ISDN PRI, or ISDN BRI. "Line-side" T1 will not work because additional analog-to-digital and digital-to-analog conversions are added. In a trunk-side configuration, once the user's analog call is converted to digital and sent through the carrier network, the call stays digital until it reaches a digital modem through a T1, PRI, or BRI circuit.

2. **V.90 support at both ends.** V.90 must be supported on both ends of the connection, by the analog modem as well as by the remote access server or modem pool at the host end. Typically, the remote user will be using a 3Com Courier, U.S. Robotics, Megahertz®, or other brand V.90 modem dialing into a 3Com U.S. Robotics MP I-modem, NETServer I-modem, Courier I-modem, SuperStack II Remote Access System 1500, Total Control remote access concentrator, or other brand V.90 digital modem.

3. **One analog-to-digital conversion.** There can be only one analog-to-digital conversion in the phone network along the path of the call between the V.90 digital modem and the analog modem. If the line is a channelized T1, it must be "trunk-side" and not "line-side." With line-side service from the phone company, there is typically an additional analog-to-digital conversion.

3Com x2™ Technology vs. 3Com V.90 Technology

Until recently, proprietary implementations were the only options for 56 Kbps access. However, in February 1998 the ITU reached a determination for 56 Kbps technology, providing for one universally compatible solution—the V.90 standard. 3Com's V.90 solution will remain compatible with 3Com's proprietary transmission scheme for 56 Kbps access, x2™ technology.

As Table 1 illustrates, all 3Com x2 modems, both client and server, will continue to support x2 technology when they are upgraded to V.90. Users who do not upgrade to the new standard will be able to connect to digital modems with 3Com's x2 technology for high-speed downloads. Client x2 modems that are not upgraded to the standard will receive a V.34 connection when they call a digital modem that was originally K56flex, even if it has been upgraded to the standard.

The Difference Is in the Details

The data modes of x2 technology and V.90 are essentially the same. The technical differences between x2 technology and V.90 are primarily in two areas of the handshake or initialization sequences:

V.8 Signaling Protocol. V.8 is an international standard that determines the capabilities of the modems on both ends of the call. The V.8 signaling protocol used in V.90 differs from the proprietary signaling methods used in x2 technology.

Digital Impairment Learning (DIL). Digital impairment learning is a mechanism employed in V.90 technology that allows each manufacturer to determine if digital impairments (i.e., robbed bit signaling) are present in the network, and if so, how to compensate for them. This method allows for flexibility and future improvements without a change to the protocol.

Table 1. *Modem Compatibility Matrix*

x2 Client				
K56flex Client				
3Com V.90 Client				
Other V.90 Client				
V.34 Client				

* *Backward compatibility*

V.90 Technology from 3Com

There are a number of important benefits to choosing 3Com's V.90 modem technology:

- **Digital connections today.** 3Com digital modems, such as those in the Total Control remote access concentrator, already process digital signals straight from digital lines, and can be upgraded to V.90 operation via a software upgrade.
- **Programmable platform.** 3Com has a long history of delivering software-based implementations based on digital signal processors (DSPs), and was the first to deliver 56 Kbps products to the market with U.S. Robotics x2 technology. 3Com has taken advantage of this lead to refine, enhance, and improve its 56 Kbps product line in order to deliver top performing products and easy upgrades for its customers.
- **Overcoming digital impairments/universal PAD detection.** 3Com has repeatedly developed technology that overcomes impairments on the telephone network. In previous protocols—V.34, for example—the industry faced analog impairments such as echo, line noise, and cross-talk. Common digital impairments include network signals (such as robbed bits), transcoding (A-law to μ-law conversion), and digital devices called packet assembler/disassemblers (PADs). If not properly compensated for in PCM modem algorithms, these digital impairments can change the digital bit stream enough to impact performance. The V.90 specification sets a framework and mechanism to allow for discovering and compensating for digital impairments, but it leaves the task of overcoming them to individual vendors.

3Com has designed and built true digital modems for years. Our engineers have spent the past year researching obscure impairments and variations and identifying solutions. 3Com has developed technology to overcome digital impairments and achieve maximum performance on the widest variety of transmission lines across the globe. V.90 modems from 3Com and its licensees will deliver the benefits of this research and development. ☐

Glossary

amplitude
A measure of the distance between the high and low points of a waveform.

analog-to-digital converter (ADC)
A device that samples incoming analog voltage waveforms, rendering them as sequences of binary digital numbers. Passing waveforms through an ADC introduces quantization noise.

Basic Rate Interface (BRI)
An ISDN line that provides up to two 64 Kbps B-channels and one 16 Kbps D-channel over an ordinary two-wire telephone line. B-channels carry circuit-oriented data or voice traffic while D-channels carry call-control signals.

call-control signaling
Operations associated with establishing and tearing down virtual circuits through a network; for example, dialing.

central office (CO)
The facility at which individual telephone lines in a limited geographic area are connected to the public telephone network.

Digital Impairment Learning (DIL)
A mechanism during the initial training sequence that allows for uploading and sending tones that allow the client analog modem to detect and learn about digital impairments in the path. This allows the analog modem to build a custom constellation that can avoid or compensate for the discovered impairments.

digital signal processor (DSP)
A processor that is optimized for performing the complex mathematical calculations inherent in processing digital signals. A discrete DSP can be reprogrammed; a DSP integrated in a chipset typically contains its own ROM and cannot be reprogrammed.

digital-to-analog converter (DAC)
A device that reconstructs analog voltage waveforms from an incoming sequence of binary digits; does not in itself introduce noise.

Integrated Services Digital Network (ISDN)
A public switched digital network that provides a wide variety of communications services and integrated access to the network

line-side T1
A T1 that undergoes at least one analog-to-digital conversion in the path between the V.90 digital modem and the PSTN.

Primary Rate Interface (PRI)
A four-wire ISDN line (or "trunk") with the same capacity as a T1, 1.544 Mbps. PRIs contain 23 64 Kbps B-channels and one 64 Kbps D-channel. The D-channel carries call-control signaling for all the B-channels.

public switched telephone network (PSTN)
The public networks that deliver telephone services worldwide.

pulse code modulation (PCM)
A technique for converting an analog signal with an infinite number of possible values into discrete binary digital words that have a finite number of values. The waveform is sampled, then the sample is quantized into PCM codes.

quantization
The process of representing a voltage with a discrete binary digital number. Approximating an infinite valued signal with a finite number system introduces an error called quantization error.

signal-to-noise ratio (SNR)
A measure of link performance arrived at by dividing signal power by noise power. Typically measured in decibels. The higher the ratio, the clearer the connection.

T1
A four-wire digital line (or "trunk") with the same capacity as a PRI line, 1.544 Mbps. T1s contain 24 DS-0s, each of which carries 56 Kbps (call-control signaling is carried within the DS-0).

trunk-side T1
A T1 line that has a direct digital connection to the phone network, and therefore undergoes no analog conversions in the path between the V.90 digital modem and the PSTN.

V.90 analog modem
A modem equipped with V.90 software and attached to a standard analog telephone line. In order to connect at V.90 speeds (32–56 Kbps), the device at the other end of the connection must be a V.90 digital modem that is attached to a trunk-side T1, BRI, or PRI line.

V.90 digital modem
A digital modem equipped with V.90 software and attached to a trunk-side T1, BRI, or PRI line. Analog modems must be equipped with V.90 software in order to connect at V.90 speeds (32–56 Kbps). Current 3Com products that can act as V.90 servers include the Total Control remote access concentrator, NETServer I-modem, MP I-modem, and Courier I-modem. The SuperStack II Remote Access System 1500 will support V.90 when it ships in July 1998.



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Printed in U.S.A.

500659-001 4/98

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:	)	
	)	
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996	)	Docket No.990750-TP

ITC^DELTACOM COMMUNICATIONS, INC.'S RESPONSE TO BELLSOUTH TELECOMMUNICATIONS, INC.'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Petitioner, ITC^DeltaCom Communications, Inc. ("ITC^DeltaCom"),pursuant to Rule 28-106.206, Florida Administrative Code, Rule 1.350, Florida Rules of Civil Procedure, and the Order Establishing Procedure entered in this cause, files this response BellSouth's First Set of Requests for Production of Documents.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Produce copies of all documents identified in response to BellSouth's First Set of Interrogatories.

RESPONSE: All documents have been or will be produced for which ITC^DeltaCom has no objection.

2. Produce all documents that support, refer or relate to the recurring and nonrecurring rates you contend BellSouth should charge ITC^DeltaCom for an unbundled 2-wire ADSL/HDSL compatible loop in Florida.

DOCUMENT NUMBER-DATE
11649 SEP 27 00
FPSC-RECORDS/REPORTING

RESPONSE: ITC^DeltaCom's current interconnection agreement with BellSouth is responsive. However, ITC^DeltaCom has proposed interim rates through the Rebuttal Testimony of Hyde and Wood.

3. Produce all documents that support, refer or relate to the recurring and nonrecurring rates you contend BellSouth should charge ITC^DeltaCom for an unbundled 4-wire HDSL compatible loop in Florida.

RESPONSE: See Response to Document Request No. 2.

4. Produce all documents that support, refer or relate to the recurring and nonrecurring rates you contend BellSouth should charge ITC^DeltaCom for an unbundled 2-wire SL-1 loop in Florida.

RESPONSE: See Response to Document Request No. 2.

5. Produce all documents that support, refer or relate to the recurring and nonrecurring rates you contend BellSouth should charge ITC^DeltaCom for an unbundled 2-wire SL-2 Order Coordination for Specified Conversion Time in Florida.

RESPONSE: See Response to Document Request No. 2.

6. Produce all documents that support, refer or relate to the recurring and nonrecurring rates you contend BellSouth should charge ITC^DeltaCom for extended loops in Florida.

RESPONSE: See Response to Document Request No. 2.

7. Produce all documents that support, refer or relate to the recurring and nonrecurring rates you contend BellSouth should charge ITC^DeltaCom for Loop-Port Combination Services in Florida.

RESPONSE: See Response to Document Request No. 2.

8. Produce all documents that support, refer or relate to the activities you contend are required for BellSouth to provide ITC^DeltaCom with an unbundled loop to serve an existing BellSouth customer who has elected to switch its local service to ITC^DeltaCom.

RESPONSE: The activities required are included in BellSouth's cost study, which is in BellSouth's possession.

9. Produce all documents that support, refer or relate to the activities you contend are required for BellSouth to provide ITC^DeltaCom with an unbundled loop to establish service for a new customer who has chosen ITC^DeltaCom as its provider of local service.

RESPONSE: See response to Document Request No. 8.

10. Produce copies of all agreements between ITC^DeltaCom and an Incumbent Local Exchange Carrier (other than BellSouth) under Section 252 of the Act, whether the agreement was reached through voluntary negotiation or compulsory arbitration.

RESPONSE: All such agreements are readily ascertainable by BellSouth. See Response to Interrogatory No. 19 for a listing of such documents.

11. Produce all documents that support, refer or relate to ITC^DeltaCom's contention that TAG is not sufficient for parsing CSRs.

RESPONSE: See testimony of witness Thomas.

12. Produce all documents that support, refer or relate to ITC^DeltaCom's contention that notification of changes to BellSouth's business plans via BellSouth's Interconnection Web site is not fair and reasonable means of notice to CLECs.

RESPONSE: See testimony of witness Thomas.

13. If ITC^DeltaCom contends that BellSouth does not provide ITC^DeltaCom with the specific transmission requirements it requests when it orders loops, produce all documents that support, refer or relate to that contention.

RESPONSE: ITC^DeltaCom must rely on the technical specifications published by BellSouth. ITC^DeltaCom objects to the low quality specifications that BellSouth has developed for unbundled network elements. The appropriate specifications are in the possession of BellSouth and are referenced in BellSouth's access and general subscriber services tariffs.

14. Produce all documents that support, refer or relate to ITC^DeltaCom's contention that it is entitled to a loop cut over installation time of fifteen (15) minutes, including but not limited to any studies, white papers or analyses that support the 15 minute interval.

RESPONSE: The installation interval is contained in the parties' interconnection agreement.

15. Produce all documents that support, ITC^DeltaCom's contention in Issue 2(c)(i) that "BellSouth improperly loaded NXX codes on many occasions."

RESPONSE: Attached are the problems from June 1999 to September 1999. The testimony of ITC^DeltaCom witness Steve Moses before the Alabama Public Service Commission in Docket No. 25835 (Spring 1998) is also available to BellSouth because BellSouth was a party to that docket.

16. Produce any documents that support, refer or relate to ITC^DeltaCom's contention that ITC^DeltaCom is subject to stricter security requirements than those applied to BellSouth's approved third party vendors.

RESPONSE: BellSouth is in control of all such documents. This issue has been resolved.

17. Produce any documents that support, refer or relate to ITC^DeltaCom's concern in Issue 5.

RESPONSE: ITC^DeltaCom does not understand BellSouth's request. BellSouth has a copy of the existing interconnection agreement and all drafts exchanged by the Parties.

18. Produce any documents that support, refer or relate to (a) the total amount billed by ITC^DeltaCom for service to ITC^DeltaCom's ISP customers from inception of service to present; (b) the amounts of any credits, rebate, or adjustments given to such customers; and (c) the total amount of revenue collected from such customers, from inception of service to present.

RESPONSE: ITC^DeltaCom objects to this request because it is not reasonably calculated to lead to the discovery of evidence which would be admissible in this Docket. Moreover, it calls for the production of trade secret information which is proprietary and confidential.

19. For any interconnection agreement into which ITC^DeltaCom entered through arbitration, produce any draft or proposed agreement that was filed with the state commission with ITC^DeltaCom's petition for arbitration setting forth ITC^DeltaCom's position.

RESPONSE: ITC^DeltaCom has not arbitrated with any company other than BellSouth and BellSouth has all drafts produced during negotiations and Exhibit A to the Petition is ITC^DeltaCom's proposed agreement.

20. Produce all documents that support, refer or relate to ITC^DeltaCom's contention that ITC is entitled to reciprocal compensation for ISP traffic, including but not limited to any and all cost studies, anaylses, or quantifications of the costs you incur in transporting ISP-bound traffic.

RESPONSE: See Staff recommendation in Docket No. 990149-TP. ITC^DeltaCom has not yet developed such a cost study.

21. Produce all documents that support, refer or relate to ITC^DeltaCom's revenues for its end-users customers that ITC^DeltaCom serves off of its own network ("on-net" customers) within Florida.

RESPONSE: ITC^DeltaCom objects to this request because it is not reasonably calculated to lead to the discovery of evidence which would be admissible in this Docket. Moreover, it calls for the production of trade secret information which is proprietary and confidential.

22. Produce all documents that support, refer or relate to ITC^DeltaCom's revenues for its on-net customers in Florida that are Internet Service Providers "ISPs").

RESPONSE: ITC^DeltaCom objects to this request because it is not reasonably calculated

to lead to the discovery of evidence which would be admissible in this Docket. Moreover, it calls for the production of trade secret information which is proprietary and confidential.

Respectfully submitted, this the 27 day of September, 1999.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished this 27 day of September , 1999 to the following:

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This News Release: Text | Word97
Statements: Ness | Powell
FCC 99-238: Summary

FCC NEWS

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This is an unofficial announcement of Commission action. Release of the full text of a Commission order constitutes official action. See MCI v. FCC. 515 F 2d 385 (D.C. Circ 1974).

FOR IMMEDIATE RELEASE
September 15, 1999

NEWS MEDIA CONTACT
Mike Balmoris (202) 418-0253

FCC PROMOTES LOCAL TELECOMMUNICATIONS COMPETITION

Adopts Rules on Unbundling of Network Elements

Washington, D.C. -- The Federal Communications Commission (FCC) adopted rules today that specify the portions of the nation's local telephone networks that incumbent local telephone companies must make available to competitors seeking to provide competitive local telephone service. This FCC decision removes a major uncertainty surrounding the unbundling obligations of the Telecommunications Act of 1996 and is expected to accelerate the development of competitive choices in local services for consumers. Unbundling allows competitors to lease portions of the incumbent's network to provide telecommunications services.

Today's order responds to a U.S. Supreme Court decision which generally affirmed the FCC's implementation of the pro-competition goals of the Telecommunications Act, but which required the Commission to re-evaluate the standard it uses to determine which network elements the incumbent local phone companies must unbundle.

Today's order adopts a standard for determining whether incumbents must unbundle a network element. Applying the revised standard, the Commission reaffirmed that incumbents must provide unbundled access to six of the original seven network elements that it required to be unbundled in the original order in 1996:

(1) loops, including loops used to provide high-capacity and advanced telecommunications services;
(2) network interface devices;
(3) local circuit switching (except for larger customers in major urban markets);
(4) dedicated and shared transport;
(5) signaling and call-related databases; and,
(6) operations support systems.

The Commission determined that it is generally no longer necessary for incumbent LECs

to provide competitive carriers with the seventh element of the original list -- access to their operator and directory assistance services. The Commission concluded that the market has developed since 1996 to where competitors can and do self-provision these services, or acquire them from alternative sources.

The Commission also concluded, in light of competitive deployment of switches in the major urban areas, that, subject to certain conditions, incumbent LECs need not provide access to unbundled local circuit switching for customers with four or more lines that are located in the densest parts of the top 50 Metropolitan Statistical Areas (MSAs).

The Commission also addressed the unbundling obligations for network elements that were not on the original list in 1996. The Commission required incumbents to provide unbundled access to subloops, or portions of loops, and dark fiber optic loops and transport. In addition, the Commission declined, except in limited circumstances, to require incumbent LECs to unbundle the facilities used to provide high-speed Internet access and other data services, specifically, packet switches and digital subscriber line access multiplexers (DSLAMs). Given the nascent nature of this market and the desire of the Commission to do nothing to discourage the rapid deployment of advanced services, the Commission declined to impose an obligation on incumbents to provide unbundled access to packet switching or DSLAMs at this time. The Commission further noted that competing carriers are aggressively deploying such equipment in order to serve this emerging market sector.

Finally, the Commission also concluded that the record in this proceeding does not address sufficiently issues surrounding the ability of carriers to use certain unbundled network elements as a substitute for the incumbent LECs' special access services. The Commission therefore adopted a Further Notice of Proposed Rule Making (NPRM) seeking comment on these issues.

Action by the Commission, September 15, 1999, by Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238). Chairman Kennard, Commissioners Ness and Tristani, with Commissioner Furchtgott-Roth concurring in part and dissenting in part and Commissioner Powell dissenting in part. Commissioners Ness, Furchtgott-Roth and Powell issuing statements.

-FCC-

Common Carrier Bureau Contacts:
Carol Mattey , Claudia Fox, Jake Jennings at (202) 418-1580

Report No. CC 99-41

SUMMARY

Network Elements that Must be Unbundled

- Loops. Incumbent local exchange carriers (LECs) must offer unbundled access to loops,

including high-capacity lines, xDSL-capable loops, dark fiber, and inside wire owned by the incumbent LEC. The unbundling of the high frequency portion of the loop is being considered in another proceeding.

- Subloops. Incumbent LECs must offer unbundled access to subloops, or portions of the loop, at any accessible point. Such points include, for example, a pole or pedestal, the network interface device, the minimum point of entry to the customer premises, and the feeder distribution interface located in, for example, a utility room, a remote terminal, or a controlled environment vault. If parties are unable to reach an agreement pursuant to voluntary negotiations about the technical feasibility of unbundling the loop at a specific point, the incumbent LEC will have the burden to demonstrate to the state that it is not technically feasible to unbundle the subloop at these points.

- Network Interface Device (NID). Incumbent LECs must offer unbundled access to NIDs throughout their service territory. The NID is a device used to connect loop facilities to inside wiring.

- Circuit Switching. Incumbent LECs must offer unbundled access to local circuit switching, except for switching used to serve end users with four or more lines in access density zone 1 (the densest areas) in the top 50 Metropolitan Statistical Areas (MSAs), provided that the incumbent LEC provides non-discriminatory, cost-based access to the enhanced extended link. (An enhanced extended link (EEL) consists of a combination of an unbundled loop, multiplexing/concentrating equipment, and dedicated transport. The EEL allows new entrants to serve customers without having to collocate in every central office in the incumbent's territory.)

- Interoffice Transmission Facilities. Incumbent LECs must unbundle dedicated interoffice transmission facilities, or transport, including dark fiber. Incumbent LECs must also unbundle shared transport (or interoffice transmission facilities that are shared by more than one carrier, including the incumbent) where unbundled local circuit switching is provided.

- Signaling and Call-Related Databases. Incumbent LECs must unbundle signaling links and signaling transfer points (STPs) in conjunction with unbundled switching, and on a stand-alone basis. Incumbent LECs must also offer unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database, Number Portability database, Calling Name (CNAM) database, Operator Services/Directory Assistance databases, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture. The Commission found that incumbent LECs need not unbundle certain AIN software.

- Operations Support Systems (OSS). Incumbent LECs must unbundle OSS throughout their service territory. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent LEC's databases and information. The OSS element includes access to all loop qualification information contained in any of the incumbent LEC's databases or other records needed for the provision of advanced services.

Network Elements that Need Not be Unbundled.

- Operator Services and Directory Assistance (OS/DA). Incumbent LECs are not required to unbundle their OS/DA services pursuant to section 251(c)(3), except in the limited

circumstance where an incumbent LEC does not provide customized routing to a requesting carrier to allow it to route traffic to alternative OS/DA providers. Operator services are any automatic or live assistance to a consumer to arrange for billing or completion of a telephone call. Directory assistance is a service that allows subscribers to retrieve telephone numbers of other subscribers. Incumbent LECs, however, remain obligated under the non-discrimination requirements of section 251(b)(3) to comply with the reasonable request of a carrier that purchases the incumbents' OS/DA services to rebrand or unbrand those services, and to provide directory assistance listings and updates in daily electronic batch files.

- Packet Switching. Incumbent LECs are not required to unbundle packet switching, except in the limited circumstance in which a requesting carrier is unable to install its Digital Subscriber Line Access Multiplexer (DSLAM) at the incumbent LEC's remote terminal, and the incumbent LEC provides packet switching for its own use. Packet switching involves the routing of individual data message units based on address or other routing information and includes the necessary electronics (*e.g* ., DSLAMs).

Modification of the National List.

- The Order recognizes that rapid changes in technology, competition, and the economic conditions of the telecommunications market will require a reevaluation of the national unbundling rules periodically. In order to encourage a reasonable period of certainty in the market, the Commission expects to reexamine the national list of unbundled network elements in three years.

- The Order permits state commissions to require incumbent LECs to unbundle additional elements as long as the obligations are consistent with the requirements of section 251 and the national policy framework instituted in this Order. The Order further concludes that the goals of the Act will better be served if network elements are not removed from the unbundling obligations of the Act on a state-by-state basis, at this time.

Combinations of Network Elements.

- Pursuant to section 51.315(b) of the Commission's rules, incumbent LECs are required to provide access to combinations of loop, multiplexing/concentrating equipment and dedicated transport if they are currently combined.

- The Order does not address whether an incumbent LEC must combine network elements that are not already combined in the network, because that issue is pending before the Eighth Circuit Court of Appeals.

Further Notice: Use of Unbundled Network Elements to Provide Exchange Access Service.

- The Commission sought comment on the legal and policy bases for precluding requesting carriers from substituting dedicated transport for special access entrance facilities.

EXHIBIT NO. _____

DOCKET NO.: 990750-TP

WITNESS: Stip - 12

PARTY: BellSouth

DESCRIPTION:

1. Responses to ITC^DeltaCom's 1st Set of Interrogatories

2. Responses to ITC^DeltaCom's 1st Set of Production Of Documents

PROFFERING PARTY: STAFF

I.D. # Stip-12

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 13
COMPANY/ WITNESS: Staff
DATE: 10-27-99

Legal Department

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General Attorney

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September 10, 1999

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 990750-TP (ITC^DeltaCom)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Responses and Objections to ITC^DeltaCom's First Set of Interrogatories and First Request for Production of Documents, dated August 11, 1999.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

E. Earl Edenfield, Jr. (KE)

E. Earl Edenfield, Jr.

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

DOCUMENT NUMBER-DATE
10935 SEP 10 99
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
Docket No. 990750-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S. Mail, (+) Hand Delivery and (#) Federal Express this 10th day of September, 1999 to the following:

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E. Earl Edenfield JR (KE)
E. Earl Edenfield, Jr.

*Signed a Protective Agreement

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re:	)	Docket No. 990750-TP
	)	
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. pursuant to the Telecommunications Act of 1996.	)	
	)	Filed: September 10, 1999

BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSES AND OBJECTIONS TO ITC^DELTACOM COMMUNICATIONS, INC.'S FIRST SET OF INTERROGATORIES

BellSouth Telecommunications, Inc., ("BellSouth") pursuant to Rule 28-106.206, *Florida Administrative Code*, and Rules 1.340 and 1.280, *Florida Rules of Civil Procedure*, files the following Responses and Objections to ITC^DeltaCom Communications, Inc.'s ("ITC") First Set of Interrogatories served on August 11, 1999.

GENERAL OBJECTIONS

1. BellSouth objects to the interrogatories to the extent they seek to impose an obligation on BellSouth to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such interrogatories are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

2. BellSouth objects to the interrogatories to the extent they are intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Florida Public Service Commission ("Commission") on the grounds that such interrogatories are not reasonably calculated to lead to the discovery of admissible evidence and are not relevant to the subject matter of this action. BellSouth will note in its responses each instance where this objection applies.

3. BellSouth objects to each and every interrogatory and instruction to the extent that such interrogatory or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. BellSouth objects to each and every interrogatory insofar as it is vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these interrogatories. Any answers provided by BellSouth in response to these interrogatories will be provided subject to, and without waiver of, the foregoing objection.

5. BellSouth objects to each and every interrogatory insofar as the interrogatory is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. BellSouth will note in its responses each instance where this objection applies.

6. BellSouth objects to providing information to the extent that such information is already in the public record before the Commission.

7. BellSouth objects to each and every interrogatory to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to §90.506, *Florida Statutes*. BellSouth also objects to each and every interrogatory that would require the disclosure of customer specific information, the disclosure of which is prohibited by §364.24, *Florida Statutes*. To the extent that ITC requests proprietary information that is not subject to the "trade secrets" privilege or to §364.24, BellSouth

will make such information available to ITC at a mutually agreeable time and place upon the execution of a confidentiality agreement.

8. BellSouth objects to ITC's discovery requests, instructions and definitions, insofar as they seek to impose obligations on BellSouth that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

9. BellSouth objects to each and every interrogatory, insofar as it is unduly burdensome, expensive, oppressive, or excessively time consuming as written. Any answers provided by BellSouth in response to these interrogatories will be provided subject to, and without waiver of, the foregoing objection.

10. BellSouth is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, BellSouth creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these interrogatories. BellSouth will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the interrogatories purport to require more, BellSouth objects on the grounds that compliance would impose an undue burden or expense.

SPECIFIC RESPONSES AND OBJECTIONS

INTERROGATORY NO. 1:

Please identify by name and date of completion, if completed, the most recent TELRIC cost studies for BellSouth operations in Florida prepared by or for BellSouth, and please identify the name of the principal developer of each study.

RESPONSE:

See Attachment No. 1 for a list of the most recent unbundled network element cost studies for Florida filed by BellSouth. Daonne Caldwell is BellSouth's cost witness and can address the development of these cost studies.

INTERROGATORY NO. 2:

Has BellSouth completed a cost study for cageless ("unenclosed") collocation as a result of the FCC's advanced service order, CC Docket No. 98-147? If so, please identify each such study by name and date of completion, if completed, and please identify the name of the principal developer of each study.

RESPONSE:

A separate cost study for cageless collocation is not required in Florida since the components required to derive the cageless collocation rates were included in the physical collocation study filed in Docket Nos. 960833-TP/960846-TP/960757-TP/971140-TP/960916-TP. See response to Interrogatory No. 1 for the identification, date, and developer of the physical collocation cost studies.

INTERROGATORY NO. 3:

Please identify each person answering these interrogatories and identify each document which was examined or consulted by any person identified for the purpose of answering or assisting in answering these interrogatories.

RESPONSE:

The individual responsible for providing the responses to Interrogatory Nos. 1 and 2 was Daonne Caldwell. In providing the responses to Interrogatory Nos. 1 and 2, Ms. Caldwell utilized the cost studies identified in the response to Interrogatory No. 1.

Respectfully submitted this 10th day of September 1999.

BELLSOUTH TELECOMMUNICATIONS, INC.

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177912

Date Filed	Study Name
Docket No. 990750-TP	
8/16/1999	Operational Support Systems
	2-Wire Analog Voice Grade Loop-Service Level 1
	2-Wire Analog Voice Grade Loop-Service Level 2
Docket No. 990691-TP	
8/2/1999	Unbundled Packet Switching Frame Relay
Docket No. 990149-TP	
4/1/1999	Unbundled Network Terminating Wire
Docket Nos. 981642-TP/981745-TP	
2/4/1999	Sub-Loop 2-Wire Analog
	Loop Channelization and CO Interface (Inside CO)
	4-Wire 56 or 64 Kbps Digital Grade Loop
	Concentration per System per Feature Activated
	2-Wire Copper Loop-Digitally Conditioned
	4-Wire Copper Loop-Digitally Conditioned
	High Capacity Unbundled Local Loop
	Interoffice Transport-Dedicated-DS0-56/64 Kbps
	Local Channel-Dedicated
	Interoffice Transport-Dedicated-DS3
	Interoffice Transport-Dedicated-OC3
	Interoffice Transport-Dedicated-OC12
	Interoffice Transport-Dedicated-OC48
	Physical Collocation
	Dark Fiber
Docket Nos. 960833-TP/960846-TP/960757-TP/971140-TP/960916-TP	
11/13/1997	Sub-Loop 2-Wire Analog
12/9/1997	2-Wire Asymmetrical Digital Subscriber Line (ADSL) Compatible Loop
	2-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop
	4-Wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loop
	Exchange Ports-4-Wire Analog Voice Grade Port
	Features
	Interoffice Transport-Dedicated-DS1
	Directory Transport
	Physical Collocation
	Virtual Collocation
Docket No. 961150-TP	
10/15/1996	Unbundled 4-Wire DS1 Digital Grade Loop
	Unbundled Local Usage
	Number Services Intercept Access Service
	Directory Assistance Database Service
	CCS7 Signaling Transport Service
	Unbundled Loop Channelization System and Central Office Interface
	Unbundled Exchange Ports
	Interoffice Channel Voice-Unbundled Exchange Access
	Emergency Call Trace
	Directory Transport
	800 Access Ten Digit Screening Service
	Line Information Database Access Service
	DACC Access Service
	Direct Access To Directory Assistance Service
Docket Nos. 960833-TP/960864-TP/960916-TP	
10/4/1996	4-Wire Analog Voice Grade Loop
	2-Wire ISDN Digital Grade Loop

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE ME, the undersigned authority, personally appeared Lynne G. Brewer, who being first duly sworn deposes and says:

That she occupies the position of Manager, Headquarters Regulatory and is the person who has furnished answers to these interrogatories No. 1 through No. 3 and further says that said answers are true and correct to the best of her knowledge and belief.

WITNESS my hand and seal this 9th day of September, 1999.

Signature Lynne G. Brewer

Michealle F. Holcomb
Notary Public

State of Georgia

My Commission Expires:

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

BST/ITCD INTERCONNECTION AGREEMENT NEGOTIATIONS

Issue	RESOLUTION
Issue 1(a) (Att. 10) Should BellSouth be required to comply with the performance measures and guarantees for pre-ordering/ordering, resale and unbundled network elements ("UNEs"), provisioning, maintenance, interim number portability and local number portability, collocation, coordinated conversions and the bona fide request processes as set forth fully in Attachment 10 of Exhibit A to this Petition?	
Issue 1(b) (Att.6-4.8.15) Should BellSouth be required to waive any nonrecurring charges when it misses a due date?	
Issue 2(GTC-3.2;Att.2.2.3.1.4-5; (Att.6-1.1) Should BellSouth be required to provide services including Operational Support Systems ("OSS"), UNEs, White Page Listings and Access to Numbering Resources to ITC^DeltaCom at parity with that which it provides to itself?	
Issue 2(a)(i) (Att. 6-3.1,4.8.3.3,4.8.3.4) Should BellSouth be required to provide the specifications for "parsing" the CSRs? Should BellSouth be required to provide a download of the RSAG?	
Issue 2(a)(ii) (GTC-20.3;Att.6-1.1) Should BellSouth be required to provide changes to its business rules and guidelines regarding resale and UNEs at least 45 days in advance of such changes being implemented and in a manner that is easily accessible?	
Issue 2(a)(iii) (Att.1-3.7) Should a customer be permitted to retain both BellSouth and ITC^DeltaCom services or can one carrier restrict the customer's choice?	CLOSED
Issue 2(a)(iv) (Att.2-3.1) Should BellSouth be required to provide an unbundled loop using IDLC technology which will allow ITC^DeltaCom to provide consumers the same quality of service to that offered by BellSouth to its customers?	
Issue 2(a)(v) (Att.3-5.1) Should BellSouth be required to provide interconnection to ITC^DeltaCom that is equal in quality to that provided by BellSouth to any other telecommunications company or to BellSouth itself ?	
Issue 2(a)(vi) (Att.6-4.8.9) Should the parties be required to continue to provide referral intercept at no cost to each other?	CLOSED
Issue 2(a)(vii) (Att.6-4.9.5) Should ITC^DeltaCom receive the same service intervals as that performed by BellSouth on winbacks?	CLOSED

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980750-TP EXHIBIT NO. 14
COMPANY/ WITNESS: Laughlin
DATE: 10-27-99

EXHIBIT CJA-1

Issue	RESOLUTION
Issue 2(b)(i) (Att.2-2.2.6) Should BellSouth be required to follow the same priority guidelines that it has for BellSouth customers for repair and maintenance and UNE provisioning when it provides service to ITC^DeltaCom customers?	
Issue 2(b)(ii) (Att. 2-1.3,2.3.1.3,2.3.1.7) Should BellSouth be required to continue providing those UNEs and combinations that it is currently providing to ITC^DeltaCom under the interconnection agreement previously approved by this Commission?	
Issue 2(b)(iii) (Att.2-1.3,2.3.1.3, 2.3.1.7) Should BellSouth be required to provide to ITC^DeltaCom extended loops and the loop/port combination?	
Issue 2(b)(iv) (Att.6-4.8.10,4.8.28,4.8.28, 4.9.28:Att. 2-6.2.2.1) Should BellSouth be required to provide UNE testing results to ITC^DeltaCom? Should the parties be required to perform cooperative requesting within two hours of a request from the other party?	
Issue 2(c)(i) (Att.2-1.3) Should BellSouth be required to provide NXX testing functionality to ITC^DeltaCom?	
Issue 2(c)(ii) (Att.2-2.2.2.1) Should the required installation interval for cutovers be 15 minutes?	
Issue 2(c)(iii) (Att.2-1.3;2.2.3;2.2.5; Att 6-4.8.27) Should BellSouth be required to continue offering order coordination with SL1? Should SL1 orders without order coordination be specified by BellSouth with either an a.m. or p.m. designation?	
Issue 2(c)((iv) (Att.2-2.2.2.2) Should the party responsible for delaying a cutover also be responsible for the other party's reasonable labor costs?	
Issue 2(c)(v) (Att.2-2.2.5) Should BellSouth be required to designate personnel for cutovers?	
Issue 2(c)(vi) (Att.2-2.2.7-.8) Should ITC^DeltaCom be responsible for the repair for troubles caused or originated outside of its network? Should Bellsouth reimburse ITC^DeltaCom for any additional costs ITC^DeltaCom in-curs in isolating the trouble to charges BellSouth's network?	

Issue	RESOLUTION
Issue2(c)(vii) (Att.2-2.3.1.2) Should BellSouth provide to ITC^DeltaCom access to BellSouth's network to determine how the carrier loop should be engineered?	
Issue 2(c)(viii) (Att.2-2.31.2.1-.3) Should BellSouth be responsible for maintenance and repair of HDSL and ADSL facilities provided to ITC^DeltaCom?	
Issue 2(c)(ix) (Att.2-1.1; Att.2-2.3.1.2) If a customer orders a loop which requires special construction charges be paid for by ITC^DeltaCom, and BellSouth reuses the same facilities to provide service to the customer for itself or on behalf of another CLEC, should BellSouth be required to refund to ITC^DeltaCom the amount ITC^DeltaCom paid to BellSouth for Special Construction for that customer?	
Issue 2(c)(x) (Att.2-2.2.2.8) Should BellSouth reimburse any costs incurred by ITC^DeltaCom to accommodate modifications made by BellSouth to an order after sending a firm order confirmation ("FOC")?	
Issue 2(c)(xi) (Att.2-2.3.1.8) Should BellSouth be required to refrain from impeding ITC^DeltaCom's deployment of modern DLC equipment?	CLOSED
Issue 2(c)(xii) (Att.2-7.0) What are OAMP (Operating, Administration, Maintenance and Provisioning) procedures for Local Switching?	CLOSED
Issue 2(c)(xiii) (Att.2-7.2.1.15) How are 211 and 611 calls routed?	CLOSED
Issue 2(c)(xiv) (Att.6-4.9.1-.4) Should BellSouth be required to coordinate with ITC^DeltaCom 48 hours prior to the due date of a UNE conversion? If BellSouth delays the scheduled cutover date, should BellSouth be required to waive the applicable non-recurring charges? Should BellSouth be required to perform dial tone tests at least 8 hours prior to the scheduled cutover date?	
Issue 2(c)(xv) (Att.2-7.2.1.4) Should ITC^DeltaCom be permitted to choose customized call treatment via ITC^DeltaCom's or BellSouth's Advanced Intelligent Network ("AIN") platforms?	CLOSED
Issue 2(c)(xvi) (Att.2-7.2.1.13) What should be the rate for Performance Data that BellSouth provides to ITC^DeltaCom regarding customer line, traffic characteristics, and other information?	CLOSED

Issue	RESOLUTION
Issue 2(d) (GTC-4.1) Should BellSouth be required to provide ITC^DeltaCom's White Page Listings to independent third party publishers in the same way that BellSouth provides White Page Listings for its customers to independent third party publishers?	
Issue 2(e) (Att.5-2.5.1) Should the parties be required to exchange SS7 TCAP messages with each other?	CLOSED
Issue 2(f) (Att.5-2.6-2.6.3) Should BellSouth be required to establish LNP cutover procedures under which BellSouth must confirm with ITC^DeltaCom that every port subject to a disconnect order is worked at one time?	
Issue 2(g) (Att.6-4.7.1,4.7.2) How should "order flow-through" be defined?	
Issue 3 (Att.3-6.0;GTC-definition of "local" and "reciprocal compensation") What should be the rate for reciprocal compensation? Should BellSouth be required to pay reciprocal compensation to ITC^DeltaCom for all calls that are properly routed over local trunks, including calls to Information Service Providers ("ISPs")?	
Issue 3(a) (GTC 2.1) Should the BellSouth ordering guides and the procedures set forth in Attachment 6 (Ordering and Provisioning) be referenced in The General Terms and Conditions as the definitive procedures for placing orders?	CLOSED
Issue 3(b) (Att.6-1.9.1) Should ITC^DeltaCom and BellSouth be required to follow the ATIS/OBF business rules in order to develop a national standard?	CLOSED
Issue 3(c) ((Att.6-3.3) Should BellSouth be required to schedule maintenance of OSS on weekends and/or at night?	CLOSED
Issue 3(d) (Att.6-1.15.1-.12) Should BellSouth be required to provide ITC^DeltaCom access to Universal Service Order Codes ("USOCs"), Field Identifiers ("FIDs") and other information in a downloadable format which is necessary to process orders?	CLOSED
Issue 3(e) (Att.6-1.21) Should BellSouth be required to provide ITC^DeltaCom notice when a customer leaves ITC^DeltaCom?	CLOSED
Issue 3(f) (Att.6-2.1) Should BellSouth be required to maintain both the current and one previous version of an electronic interface?	CLOSED

Issue	RESOLUTION
Issue 3(g) (Att.6-2.2) Should ITC^DeltaCom have at least 90 days advance notice prior to BellSouth discontinuing an OSS interface?	CLOSED
Issue 3(h) (Att.6-4.2.1) If ITC^DeltaCom needs to reconnect service following an order for a disconnect, should BellSouth be required to reconnect service within 48 hours?	
Issue 3(i) (Att.6-4.8.1) Should BellSouth be required to maintain UNE/LCSC hours from 6 a.m. - 9 p.m.	
Issue 3(j) (Att.6-4.8.2) Should BellSouth be required to provide a toll free number to ITC^DeltaCom to answer questions concerning BellSouth's OSS proprietary interfaces from 8 a.m. to 8 p.m.?	CLOSED
Issue 3(k) (Att.6-4.3) What information should be included on the FOC?	CLOSED
Issue 3(l) (Att.6-4.8.16) Should the Parties establish escalation procedures for ordering/provisioning problems?	CLOSED
Issue 3(m) (Att.6-5.2;6-5.3-5.3.2) What type of repair information should BellSouth be required to provide to ITC^DeltaCom such that ITC^DeltaCom can keep the customer informed?	
Issue 3(n) (Att.6-5..6) Should BellSouth be required to train their technicians on the procedures contained in the interconnection agreement which sets forth the manner in which BellSouth must treat ITC^DeltaCom customers?	CLOSED
Issue 3(o) (Att.6-5.13) Should ITC^DeltaCom be billed by BellSouth for unauthorized work?	CLOSED
Issue 4(a) (Att.4-6.4) Should BellSouth provide cageless collocation to ITC^DeltaCom 30 days after a complete application is filed?	
Issue 4(b) Should BellSouth be required to compensate ITC^DeltaCom when BellSouth collocates in ITC^DeltaCom collocation space?	CLOSED
Issue 4(c) (Att. 4-11) Should ITC^DeltaCom and its agents be subject to stricter security requirements than those applied to BellSouth's agents and third party outside contractors?	
Issue 4(d) (Att.4-1.2.1)) Whether BellSouth should be permitted to reclaim collocation space if BellSouth believes that ITC^DeltaCom is not fully utilizing such space?	

Issue	RESOLUTION
Issue 5 (Att. 3) Should the Parties continue operating under existing local interconnection arrangements? Should the current interconnection language continue regarding: cross-connect fees; reconfiguration charges/network redesigns; and NXX translations? What should be the definition of the terms local traffic, and trunking options? What parameters should be established to govern routing ITC^DeltaCom's: originating traffic; and each party's exchange of transit traffic? Should the parties implement a procedure for binding forecasts?	
Issue 6(a) (Att. 11) Should BellSouth be permitted to impose charges for BellSouth's OSS on ITC^DeltaCom?	
Issue 6(b) (Att. 11) What are the appropriate recurring and non-recurring rates and charges for BellSouth ADSL/HDSL and two-wire and four wire ADSL/HDSL. Two-wire SL2, Two-wire SL1, Two Wire SL2 Order Coordination for Specified Conversion Time, Extended Loops and Loop-Port Combinations services?	
Issue 6(c) (Att. 6-4.8.20) Should BellSouth be permitted to charge ITC^DeltaCom a disconnection charge when BellSouth does not incur any costs associated with such disconnection?	
Issue 6(d) (Att. 11) What should be the appropriate rate for cageless/shared collocation in light of the recent FCC Advanced Services Order?	
Issue 6(e) (Att.2-2.3.1.6) Should BellSouth be permitted to charge for ITC^DeltaCom conversions of customers from resale to unbundled network elements?	
Issue 6(f) (Att.1-3.14) Should BellSouth be permitted to recover all of its costs for resale from ITC^DeltaCom?	CLOSED
Issue 7(a) (Att.7-1.1 & 1.9) What billing detail must BellSouth provide to ITC^DeltaCom to verify BellSouth's charges to ITC^DeltaCom?	CLOSED
Issue 7(b) (Att.7-4.14) Whether the party responsible for failing to deliver access usage records in a timely manner is liable for lost revenue?	CLOSED
Issue 7(b)(i) (Att.7-4.14) What is a reasonable time frame for the parties to estimate lost access data for purposes of billing?	CLOSED
Issue 7(b)(ii) (Att.3-9) What procedures should be adopted for meet point billing?	
Issue 7(b)(iii) (Att.7-Exh.A2.1) How should all relevant information be defined for purposes of ADUF?	CLOSED

Issue	RESOLUTION
Issue 7(b)(iv) (Att.3-2.0) Who pays for the audit?	
Issue 8(a)(GTC-11) What is the appropriate legal forum for enforcement of the provisions of the Interconnection agreement?	CLOSED
Issue 8(b)(GTC-11) Whether the losing party to an enforcement proceeding or proceeding for breach of the interconnection agreement should be required to pay the costs of such litigation?	
Issue 8(c)(GTC-6.3) What should be the appropriate standard for limitation of liability under the interconnection agreement?	CLOSED
Issue8(d)(GTC-16.1) Should ITC^DeltaCom be permitted to "pick and choose any individual element, service or term of interconnection contained in any other interconnection agreement approved by this Commission?	CLOSED
Issue 8(e)(GTC-13.1;Att 1-11.5) Whether language covering tax liability should be included in the interconnection agreement, and if so, whether that language should simply state that each Party is responsible for its tax liability?	
Issue 8(f)(GTC-25) Should BellSouth be required to compensate ITC^DeltaCom for breach of material terms of the contract?	

ATTACHMENT 17: PERFORMANCE MEASUREMENTS

1.0 Introduction

The parties agree that the measurements set forth in this Attachment, if met by SWBT, illustrate non-discriminatory access to SWBT's Operations Support Systems (OSS) and cover the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).

The performance measurements contained herein, notwithstanding any provisions in any other Attachment in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that SWBT is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2.0 Reservation of Rights

By agreeing to the performance measurements contained in this agreement, SWBT:

- Does not make any admission regarding the propriety or reasonableness of any mandatory establishment by the PUC of performance penalties or liquidated damages;
- Reserves the right to contest the level of aggregation or disaggregation of data for purpose of assessing any penalties or damages;
- Reserves the right to contend that any damages or penalties approved by the PUC should be the exclusive remedy for any failure of performance and should be viewed only as guidelines, subject to voluntary negotiation by the parties; and,
- Does not admit that an apparent less-than-parity condition reflects discriminatory treatment without further factual analysis.

3.0 Definitions

When used in this Attachment, the following terms will have the meanings indicated:

3.1 Performance Criteria means the target level of SWBT performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Attachment specify performance equal to that which SWBT achieves for itself in providing equivalent end user service as the Performance Criterion. For certain Performance Measurements, a specific quantitative target has been adopted as the

Performance Criterion.

3.2 Performance Measurements means the set of measurements listed in all of section 11.0 of this Attachment.

3.3 Specified Activity means any activity performed under this Attachment as to which a Performance Measurement has been established in this Attachment and SWBT's failure to meet the Performance Criteria could result in the payment of liquidated damages. Each such Specified Activity is listed in section 6.3.

3.4 Specified Performance Breach means the failure by SWBT to meet the Performance Criteria for any Specified Activity listed in section 6.3.

4.0 Specified Performance Standards

4.1 SWBT will meet the Performance Criteria contained in this Attachment, except in those instances where its failure to do so is a result of a) the CLEC's failure to perform any of its obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent or subcontractor of the CLEC, c) any Force Majeure Event, or d) for INP, where memory limitations in the switch in the service office cannot accommodate the request.

5.0 Occurrence of a Specified Performance Breach

5.1 In recognition of either: 1) the loss of end user opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to it end user opportunities similar to those opportunities available to SWBT at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, SWBT agrees to pay the CLEC, subject to Section 6.2 below.

6.0 Liquidated Damages

6.1 The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

6.2 Liquidated Damages Payment Plan

Liquidated damages apply only when SWBT performance does not meet the criteria for Performance Measurements for the Specified Activities listed for each category and or service type listed in 6.3 below.

If the Z-test value is greater than the Critical Z, the performance for the reporting category does not meet the criteria or is below standard.

The number of measurements that are allowed not to meet the criteria are shown as K values in the sliding scale (Critical Z – Statistical Table) that is related to the total number of measurements required to be reported to CLEC. Liquidated damages apply to substandard measures that are above the applicable "K" number of exempt measurements and do not result from random variation. None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement.

For measurements that are market area specific and liquidated damages are required, SWBT will generally waive the associated non-recurring or recurring charges per substandard occurrence. For measurements that are not market area specific, such as Billing, Pre-Order and Order Status, the liquidated damage is $10 per occurrence. A measure is subject to liquidated damages only if there are at least 30 occurrences. Measurements with less than 30 occurrences will be reported but are not subject to liquidated damages.

Critical Z - Statistical Table

Number of Performance Measurements	K Values	Critical Z value
70 -79	6	1.68
80 - 89	6	1.74
90 - 99	7	1.71
100 - 109	8	1.68
110 -119	9	1.7
120 - 139	10	1.72
140 - 159	12	1.68
160 - 179	13	1.69
180 - 199	14	1.7
200 - 249	17	1.7
250 - 299	20	1.7
300 - 399	26	1.7

400 - 499	32	1.7
500 - 599	38	1.72
600 - 699	44	1.72
700 - 799	49	1.73
800 - 899	55	1.75
900 - 999	60	1.77
1000 and above	60	1.79

6.3 Liquidated damages for a Specified Performance Breach, as defined above, will only apply to the Specified Activities listed for each category and or service type below:

6.3.1 Pre-Ordering

6.3.1.1 Specified Activity - Average response time for OSS Pre-Order Interfaces

6.3.1.2 Specified Activity - OSS Interface Availability

6.3.2 Ordering and Provisioning

6.3.2.1 POTS

6.3.2.1.1 Specified Activity - Average installation interval

6.3.2.1.2 Specified Activity - Percent SWBT Caused Missed Due Dates

6.3.2.1.3 Specified Activity - Delay Days for Company Missed Due Dates

6.3.2.2 Specials

6.3.2.2.1 Specified Activity - Average installation interval

6.3.2.2.2 Specified Activity - Percent SWBT Caused Missed Due Dates

6.3.2.2.3 Specified Activity - Delay Days for Company Missed Due Dates

6.3.2.3 UNEs

6.3.2.3.1 Specified Activity - Average installation interval

6.3.2.3.2 Specified Activity - Percent SWBT Caused Missed Due Dates

6.3.2.3.3 Specified Activity - Delay Days For Company Missed Due Dates

6.3.2.2 Order Accuracy

6.3.2.2.1 Specified Activity - Percent POTS Installation Reports Within 10 Days

6.3.2.2.2 Specified Activity - Percent Specials Installation Reports Within 30 Days

6.3.2.2.3 Specified Activity - Percent UNE Installation Reports Within 30 Days

6.3.2.3 Order Status

6.3.2.3.1 Specified Activity - Percent Firm Order Completions Received Within "X" Hours where "X" is the specified time frame from receipt of valid service request to return of confirmation to CLEC.

6.3.2.3.2 Specified Activity - Percent Mechanized Rejects Returned Within 1 Hour of the start of the EDI/LASR batch process

6.3.2.3.3 Specified Activity - Percent Mechanized Completion Notices returned within one hour of successful execution of the SORD (BU340) batch cycle

6.3.3 Maintenance/Repair

6.3.3.1 POTS

6.3.3.1.1 Specified Activity - Mean Time To Restore/Receipt To Clear
6.3.3.1.2 Specified Activity - Percent Out of Service < 24 Hours
6.3.3.1.3 Specified Activity - Repeated Trouble Reports Within 10 Days
6.3.3.1.4 Specified Activity - Customer Trouble Report Rate
6.3.3.1.5 Specified Activity - Percent Missed Repair Commitments

6.3.3.2 Specials

6.3.3.2.1 Specified Activity - Mean Time to Restore/Receipt To Clear
6.3.3.2.2 Specified Activity - Repeated Trouble Reports Within 30 Days
6.3.3.2.3 Specified Activity - Customer Trouble Report Rate

6.3.3.3 UNEs

6.3.3.3.1 Specified Activity - Mean Time to Restore/Receipt To Clear
6.3.3.3.2 Specified Activity - Percent Out of Service < 24 Hours
6.3.3.3.3 Specified Activity - Repeated Trouble Reports Within 30 Days
6.3.3.3.4 Specified Activity - Customer Trouble Report Rate
6.3.3.3.5 Specified Activity - UNEs Percent Missed Repair Commitments

6.4 Interconnection Trunks

6.4.1 Specified Activity - Percent Interconnection Trunk Blockage

6.5 Billing

6.5.1 Specified Activity - Percent Billing Records Transmitted Correctly
6.5.2 Specified Activity - Billing Completeness

7.0 Limitations

7.1 In no event will SWBT be liable to pay the Liquidated Damages if SWBT's failure to meet or exceed any of the Performance Criteria is caused, directly or indirectly, by a Delaying Event. A "Delaying Event" means: a) a failure by a CLEC to perform any of its

obligations set forth in this Agreement; b) any delay, act or failure to act by an end user, agent or subcontractor of the CLEC ; c) any Force Majeure Event; d) for Out of Service Repairs for unbundled Loops, where either Party lacks automatic testing capability; or e) for INP, where memory limitations in the switch in either Party serving office cannot accommodate the request. If a Delaying Event (i) prevents a Party from performing a Specified Activity, then such Specified Activity will be excluded from the calculation of SWBT's compliance with the Performance Criteria, or (ii) only suspends SWBT's ability to timely perform the Specified Activity, the applicable time frame in which SWBT's compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

8.0 Sole Remedy

8.1 The liquidated damages shall be the sole and exclusive remedy of CLEC for SWBT's breach of the Performance Criteria or a Specified Performance Breach as described in this Attachment and shall be in lieu of any other damages or credit CLEC might otherwise seek for such breach of the Performance Criteria or a Specified Performance Breach through any claim or suit brought under any contract or tariff.

9.0 Records and Reports

9.1 SWBT will not levy a separate charge for provision of the data to CLEC called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

9.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th falls on a weekend or holiday, the reports will be made available the next business day.

9.3 CLEC will have access to monthly reports through an interactive Website.

9.4 SWBT will provide credits for the associated liquidated damages within 30 days after reporting the measurement for apparent out of parity situations. However, SWBT reserves the right to analyze any apparent out of parity measure. If the analysis of the apparent out of parity condition reflects that SWBT's service in fact has been in parity, SWBT will not be liable for liquidated damages or penalties of any sort whatsoever. If SWBT has already applied a credit to CLEC's account, SWBT may offset future damages incurred in connection with any breach of specified performance. If analysis indicates that a prior apparent out of parity condition was due to either CLEC acts or omissions or due to any other reason outside the control of SWBT, then SWBT may offset future damages incurred in connection with any breach of specified performance.

9.5 CLEC and SWBT will consult with one another and attempt in good faith to resolve any

issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SWBT will allow CLEC to have an independent audit conducted, at CLEC's expense, of SWBT's performance measurement data collection, computing, and reporting processes. The auditor will enter into an appropriate non-disclosure agreement. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC's audit rights under other provisions of this Agreement.

9.6 SWBT will submit a Corrective Action Plan to remedy performance disparity to the CLEC within 90 days from the date of identification of occurrence of non-parity performance.

SWBT will commence the implementation of the Corrective Action Plan as soon as possible based on the nature of the required changes.

9.7 Should SWBT at some future date purchase local services from CLEC, the Parties will negotiate performance measurements to be provided to SWBT.

10.0 Initial Implementation; Data Review

10.1 The Parties agree that none of the liquidated damages provisions nor the requirement to provide a Corrective Action Plan set forth in this Attachment will apply during the first three months after CLEC first purchases the type of service or unbundled network element(s) associated with a particular Performance Measurement. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

10.2 The Parties agree to revise the Performance Criterion for a Performance Measurement whenever a sufficient quantity of performance data indicate that SWBT's performance for itself on a particular measurement does not closely enough approximate a normal distribution curve to make use of standard deviation measurements reasonable.

11.0 Performance Measurements

SWBT will provide the following Performance Measurements under this Agreement:

11.1 Pre-Ordering/Ordering

11.1.1 Measurement - Average Response Time For OSS Pre-Order Interfaces
Definition - The average response time in seconds from the SWBT side of the Remote Access Facility (RAF) and return for pre-order interfaces (Verigate and

DataGate) by function.

Calculation - Σ[(Query Response Date & Time) - (Query Submission Date & Time)]/(Number of Queries Submitted in Reporting Period)
Report Structure - Reported on a company basis by interface for DATAGATE and VERIGATE.

- **Benchmark:**
- **Address Verification**

Datagate: 80%≤ 5 sec 90%≤ 7 sec
Verigate: 80%≤ 5 sec 90% ≤ 7 sec

- **Request For Telephone Number**

Datagate: 80%≤ 4 sec 90%≤ 6 sec
Verigate: 80%≤ 4 sec 90% ≤ 6 sec

- **Request For Customer Service Record (CSR)**

Datagate: 80%≤ 6 sec 90%≤ 8 sec
Verigate: 80%≤ 7 sec 90% ≤10 sec

- **Service Availability**

Datagate: 80%≤ 3 sec 90%≤ 5 sec
Verigate: 80%≤ 11 sec 90% ≤13 sec

- **Service Appointment Scheduling (Due Date)**

Datagate: 80%≤ 2 sec 90%≤ 3 sec
Verigate: 80%≤ 2 sec 90% ≤ 3 sec

- **Dispatch Required.**

Datagate: 80%≤ 17 sec 90%≤ 19 sec
Verigate: 80%≤ 17sec 90% ≤ 19 sec

11.1.2 **Measurement** - EASE Average Response Time
Definition - Average screen to screen response from the SWBT side of the Remote Access Facility (RAF) and return
Calculation - Σ[(Query Response Date & Time) - (Query Submission Date & Time)]÷ (Number of Queries Submitted in Reporting Period)
Report Structure - Reported for all CLECs and SWBT by division name (CPU platform)
Benchmark - Equal to SWBT's own

11.1.3 **Measurement** - OSS Interface Availability
Definition - Percent of time OSS interface is available compared to scheduled availability
Calculation - ((# scheduled system available hours - unscheduled unavailable system hours) ÷ scheduled system available hours)) * 100
Report Structure - Reported on a company basis by interface e.g. EASE, DATAGATE, VERIGATE, LEX, EDI and TOOLBAR. The RAF will be reported by CLEC
Benchmark - 99%

11.1.4 **Measurement** - % Firm Order Confirmations (FOCs) Received Within "X" Hours
Definition - Percent of FOCs returned within a specified time frame from receipt of service requests to return of confirmation to CLEC
All Res. And Bus. < 24 Hours
Complex Business - Negotiated
UNE Loop (1-49 Loops) < 24 Hours
UNE Loop (> 50 Loops) < 48 Hours
Switch Ports < 24 Hours.
Calculation - (# FOCs returned within "X" hours ÷ total FOCs sent) * 100.
Report Structure - Reported for CLEC and all CLECs. This includes mechanized from EDI and LEX and manual (FAX or phone orders). The FOC for EASE is considered to be at the time the due date is negotiated and is not included in the calculation.
Benchmark - 90% within "X" hours

11.1.5 **Measurement** - Average Time To Return FOC
Definition - The average time to return FOC from receipt of service order to return of confirmation to CLEC
Calculation - Σ[(Date and Time of FOC) - (Date and Time of Order Acknowledgment)]÷ (# of FOCs)
Report Structure - Reported for CLEC and all CLECs
Benchmark - 90% within "X" hours

11.1.6 **Measurement** - Percent Mechanized Completions Returned Within 1 Hour Upon The Successful Execution Of The SORD (BU340) Batch Cycle Which Updates The Order Status, Indicating A Completion Notice. The batch process executes at the following times: 9:00 AM, 12:00 noon, 3:00 PM, 6:00 PM, 10:30 PM.
Definition - % mechanized completions returned within 1 hour for EDI and LEX
Calculation - (# mechanized completions returned to CLEC within 1 hour ÷ total completions) * 100
Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval above is subject to change as the EDI polling time frame changes
Benchmark - 97%

11.1.7 **Measurement** - Average Time to Return Mechanized Completions
Definition - Average time required to return a mechanized completion
Calculation – Sum [(Date and Time of Notice Of Completion Issued to the CLEC) -(Date and Time of Work Completion)]÷(# of Orders Completed).
Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX). The 1 hour interval is subject to change as the EDI polling time frame changes

Benchmark - 97%

11.1.8 **Measurement** - Percent Rejects
Definition - The number of rejects compared to the issued orders for the electronic interfaces (EDI, RMI and LEX)
Calculation - (# of rejects ÷ total orders issued) * 100
Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX)
Benchmark - Not required (Diagnostic)

11.1.9 **Measurement** - Percent Mechanized Rejects Returned Within 1 Hour Of The Start Of The EDI/LASR Batch Process
Definition - Percent mechanized rejects returned within 1 hour of the start of the EDI/LASR batch process. The EDI and LASR processes execute every two hours between 6:00 A.M. and 12:00 A.M
Calculation - (# mechanized rejects returned within 1 hour ÷ total rejects) * 100
Report Structure - Reported for CLEC and all CLECs for the electronic interfaces (EDI and LEX
Benchmark - 97% within 1 hour of PON

11.1.10 **Measurement** - Mean Time to Return Mechanized Rejects
Definition - Average time required to return a mechanized reject
Calculation - Σ[(Date and Time of Order Rejection) - (Date and Time of Order Acknowledgment)]÷ (# of Orders Rejected)
Report Structure - Reported on CLEC and all CLECs for the electronic interfaces (EDI and LEX)
Benchmark - 97% within 1 hour of PON

11.1.11 **Measurement** - Mechanized Provisioning Accuracy
Definition - Percent of mechanized orders completed as ordered
Calculation - (# of orders completed as ordered ÷ total orders) * 100
Report Structure - Reported by individual CLEC, CLECs and SWBT
Benchmark - Equal to SWBT's own

11.1.12 **Measurement** - Order Process Percent Flow Through
Definition - Percent of orders or LSRs from entry to distribution that progress through SWBT ordering systems excluding rejects
Calculation - (# of "good" orders that flow through ÷ total orders) * 100
LASR orders that flow through are those orders that go to the mechanized order generation (MOG). Total orders are the sum or orders that go to the MOG and those that go to folders for manual handling. EASE orders that flow through are those orders that are issued by using the PF11 key and do not go to the error queue. The total orders are all PF11 issued orders.
Report Structure - Reported by individual CLEC, CLECs and SWBT for CLEC typed orders and LSC typed orders

Benchmark - Equal to SWBT's own

11.2 Billing

11.2.1 **Measurement** - Billing Accuracy
Definition - SWBT performs three bill audits to ensure the accuracy of the bills rendered to its customers: CRIS, CABS and toll/usage. A sample of customer accounts is selected on the basis of USOCs and classes of service using CIDB. The purpose of this audit is to assure that the monthly bill sent to the CLECs whether it is resale or unbundled services is accurate according to the rating of the USOCs and classes of service. For all accounts that are audited, the number of bills that have been released prior to correction are counted as an error.
Calculation - (# of bills not corrected prior to bill release ÷ total bills audited) * 100
Report Structure - Reported for aggregate of all CLECs and SWBT for the CRIS, CABS and Usage bill audits
Benchmark - Equal to SWBT's own

11.2.2 **Measurement** - Percent of Accurate And Complete Formatted Mechanized Bills
Definition - Measurements the % of monthly bills sent to the CLECs via the mechanized EDI process that are accurate and complete. If an error is found, a decision must be made to correct the error before the bill is rendered and jeopardize timeliness or to send the bill out on time and in error.
Calculation - (Count of accurate and complete formatted mechanized bills via EDI ÷ total # of mechanized bills via EDI) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 99%

11.2.3 **Measurement** - Percent Of Billing Records Transmitted Correctly
Definition - Measurements % of billing records transmitted correctly on the usage extract feed. Usage records are sent to the CLEC each day containing information to enable the CLEC to more promptly bill their own customers. Controls and edits within the billing system uncover certain types of errors which are likely to appear on the usage records. When these errors are uncovered, a new release of the program will be written to insure that the error does not occur again. Thus, an error that is reported in one month should not occur the next month because the billing program error would have fixed by the next month.
Calculation - (Count of billing records transmitted correctly ÷ total billing records transmitted) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 95%

11.2.4 **Measurement** - Billing Completeness

Definition - Percent of service orders that are posted in the CRIS or CABS billing systems prior to the customers bill period
Calculation - (Count of service orders included in current applicable bill period ÷ total service orders in current applicable bill period) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.2.5 Measurement - Billing Timeliness (Wholesale Bill)
Definition - Billing timeliness measurements the length of time from message creation to the time it is made available to the CLECs. Data is collected from a transmission report obtained each month from CIDB. A mechanized bill will be considered timely if it is sent by midnight of the 6th work day after the end of the bill period. Since paper bills are handled via the same process that SWBT uses for paper distribution no measurement is provided.
Calculation - (Count of bills released on time ÷ total number of bills released) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 95% within the 6th work day

11.2.6 **Measurement** - Daily Usage Feed Timeliness
Definition - Usage information is sent to the CLECs on a daily basis. This usage data must be sent to the CLEC within 6 days in order to be considered timely.
Calculation - (Number of usage feeds transmitted on time ÷ total number of usage feeds) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - 95% within the 6th work day

11.2.7 **Measurement** - Unbillable Usage
Definition - The percent usage data that is unbillable. For CRIS billing, the total dollars for AMA/ECS write off is divided by the total CRIS AMA/ECS billing. For CABS, the total CABS uncollectible dollars are divided by total CABS billing.
Calculation - (Total unbillable usage ÷ total usage) * 100
Report Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - Not required (Aggregate measurement)

11.3 Miscellaneous Administrative

11.3.1 **Measurement** - LSC Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative
Calculation - Total queue time ÷ total calls

Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail
Benchmark - Equal to SWBT's own

11.3.2 **Measurement** - LSC Grade Of Service (GOS)
Definition - % of calls answered by the LSC within a specified period of time
Calculation - Total number of calls answered by the LSC within a specified period of time ÷ total number of calls answered by the LSC
Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (RSC and BSC)
Benchmark - Equal to SWBT's own

11.3.3 **Measurement** - Percent Busy in the LSC
Definition - Percent of calls which are unable to reach the Local Service Center due to a busy condition in the ACD
Calculation - (Count of blocked calls ÷ total calls offered) * 100
Report Structure - Reported for all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.3.4 **Measurement** - LOC Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative
Calculation - Total queue time ÷ total calls
Report Structure - Reported for all calls to the LOC for all CLECs and SWBT retail
Benchmark - Equal to SWBT's own

11.3.5 **Measurement** - LOC Grade Of Service (GOS)
Definition - % of calls answered by the LOC within a specified period of time
Calculation - Total number of calls answered by the LOC within a specified period of time ÷ total number of calls answered by the LOC
Report Structure - Reported for all calls to the LSC by operational separation and SWBT retail (Repair Bureau)
Benchmark - Equal to SWBT's own

11.3.6 **Measurement** - Percent Busy in the LOC
Definition - Percent of calls which are unable to reach the Local Operations Center due to a busy condition in the ACD
Calculation - (Count of blocked calls ÷ total calls offered) * 100
Report Structure - Reported for all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.4 POTS - Provisioning

11.4.1 **Measurement** - Mean Installation Interval
Definition - Average business days from application date to completion date for N,T,C orders excluding customer caused misses and customer requested due dates that are earlier or greater than 5 business days
Calculation - [Σ(completion date - application date)]÷ (Total number of orders completed)
Report Structure - Reported for CLEC, all CLECs and SWBT, by Field Work (FW), No Field Work (NFW), Business and Residence
Benchmark - Equal to SWBT's own

11.4.2 **Measurement** - Percent Installations Completed Within "X" Business Days (POTS)
Definition - Measure of orders completed within "X" business days, 5 business days for FW and 3 business days for NFW, of receipt of confirmed service order for POTS resale service excluding orders where customer requested a due date greater than "X" business days and excluding orders with only customer caused misses
Calculation - (Count of N,T,C orders installed within business 5 days ÷ total N,T,C orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence
Benchmark - Equal to SWBT's own

11.4.3 **Measurement** - Percent SWBT Caused Missed Due Dates
Definition - Percent of N,T,C orders where installation was not completed by the due date, excluding customer caused misses
Calculation - (Count of N,T,C orders not completed by the due date, excluding customer caused misses ÷ total number of N,T,C orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT by Field Work (FW), No Field Work (NFW), Business and Residence
Benchmark – Equal to SWBT's own

11.4.4 **Measurement** - Percent SWBT Missed Due Dates Due To Lack Of Facilities
Definition - Percent N,T,C orders with missed committed due dates due to lack of facilities
Calculation - (Count of N,T,C orders with missed committed due dates due to lack of facilities ÷ total N,T,C orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT Retail for POTS Reported for > 30 calendar days & > 90 calendar days (Calculated monthly based on posted orders)
Benchmark - Equal to SWBT's own

11.4.5 **Measurement** - Delay Days For Missed Due Dates Due To Lack Of Facilities
Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities

Calculation - Σ(Completion date - committed order due date)÷(# of posted orders)
Report Structure - Reported for CLEC, all CLECs and SWBT Retail POTS
Benchmark - Equal to SWBT's own

11.4.6 **Measurement** - Delay Days for SWBT Caused Missed Due Dates
Definition - Average calendar days from due date to completion date on company missed orders
Calculation - Sum(Completion date - committed order due date) ÷ (# of posted orders)
Report Structure - Reported for CLEC, all CLECs and SWBT Retail POTS, UNE Loop and Port Combinations where SWBT does the combining
Benchmark - Equal to SWBT's own

11.4.7 **Measurement** - Percent SWBT Caused Missed Due Dates > 30 Days
Definition - Percent of N,T, C orders where installation was completed >30 days following the due date, excluding customer caused misses
Calculation - (Count of N, T, C orders completed > 30 days following the due date, excluding customer caused misses ÷ total number of N, T, C orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT for Resold POTS and UNE Loop and Port Combinations where SWBT does the combining
Benchmark - Equal to SWBT's own

11.4.8 **Measurement** - Count of Orders Canceled After the Due Date (SWBT Caused)
Definition - Orders canceled after the due date caused by SWBT
Calculation - (1-30, 31-90, and >90 ÷ count of canceled orders)
Report Structure - Reported for individual CLECs and the aggregate of all CLECs
Benchmark - Not required (Diagnostic)

11.4.9 **Measurement** - Percent Trouble Reports Within 10 Days Of Install
Definition - Percent of N,T,C orders that receive a network customer trouble report not caused by CPE or wiring within 10 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports)
Calculation - (Count of N, T, C orders that receive a network customer trouble report within 10 calendar days of service order completion ÷ total N,T,C orders (excludes trouble reports received on the due date)) * 100
Report Structure - Reported for POTS Resale by CLEC, total CLECs and SWBT retail by Field Work (FW), No Field Work (NFW) business and residence
Benchmark - Equal to SWBT's own

11.5 POTS - Maintenance

11.5.1 **Measurement** - Trouble Report Rate
Definition - The number of customer trouble reports not caused by CPE or wiring, CPE and disposition code "13" reports within a calendar month per 100 lines
Calculation - [Total number of customer trouble reports ÷ (total lines ÷100)].
Report Structure - Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT retail (valid for line counts of 300,000 or greater)
Benchmark - Equal to SWBT's own

11.5.2 **Measurement** - Percent Missed Repair Commitments
Definition - Percent of trouble reports not cleared by the commitment time, excluding disposition code "13" reports
Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ total trouble reports) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT retail by dispatch and no dispatch
Benchmark - Equal to SWBT's own

11.5.3 **Measurement** - Receipt To Clear Duration
Definition - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer excluding subsequent, and all disposition code "13" reports (excludable)
Calculation - Σ[(Date and time ticket is cleared with customer) - (Date and time ticket received)] ÷ total customer network trouble reports
Report Structure - Reported for POTS Resale trouble reports by CLEC, all CLECs and SWBT retail for Out of Service and Affecting Service by Dispatch and No-Dispatch
Benchmark - Equal to SWBT's own

11.5.4 **Measurement** - Percent Out Of Service (OOS) < 24 Hours
Definition - Percent of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, no access and all disposition code "13" reports (excludable)
Calculation - (Count of OOS trouble reports < 24 hours ÷ total number of OOS trouble reports) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT retail
Benchmark - Equal to SWBT's own

11.5.5 **Measurement** - Percent Repeat Reports
Definition - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding

subsequent reports and all disposition code "13" reports (excludable)
Calculation - (Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report ÷ total customer trouble reports not caused by CPE or wiring and excluding subsequent reports) * 100
Report Structure - Reported by CLEC, all CLECs and SWBT retail
Benchmark - Equal to SWBT's own

11.6 Specials - Provisioning

11.6.1 **Measurement** - Average Installation Interval
Definition - Average business days from application date to completion date for N,T,C orders by item. Excludes customer caused misses and customer requested due dates that are earlier or greater than "X" business days
Calculation - [Σ(completion date - application date)]÷(total number of orders completed)
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.6.2 **Measurement** - Percent Installations Completed Within "X" Business Days
Definition - Percent installations completed within "X" business days excluding customer caused misses and customer requested due date greater than "X" business days
Calculation - (Count of N,T,C orders by item installed within business "X" business days ÷ total N,T,C orders by item) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.6.3 **Measurement** - Percent SWBT Caused Missed Due Dates
Definition - Percent of N,T,C orders where installations were not completed by the negotiated due date excluding customer caused misses
Calculation - (Count of N,T,C orders by item with missed due dates excluding customer caused misses ÷ total number of N,T,C orders by item) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3,Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.6.4 **Measurement** - Percent Installation Reports Within 30 Days (I-30)

Definition - Percent of N,T,C orders by item that receive a network customer trouble report within 30 calendar days of service order completion
Calculation - (Count of N,T,C orders by item that receive a network customer trouble report within 30 calendar days of service order completion ÷ total N,T,C orders by item (excludes trouble reports received on the due date)) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.6.5 **Measurement** - Percent SWBT Missed Due Dates Due To Lack Of Facilities
Definition - Percent N,T,C orders by item with missed committed due dates due to lack of facilities
Calculation - (Count of N,T,C orders by item with missed committed due dates due to lack of facilities ÷ total N,T,C orders by item) * 100
Report Structure - Reported for Specials Resale by CLEC, all CLECs and SWBT Retail Reported for > 30 calendar days & > 90 calendar days
Benchmark - Equal to SWBT's own

11.6.6 **Measurement** - Delay Days For Missed Due Dates Due To Lack Of Facilities
Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities
Calculation - Σ(Completion date - Committed order due date)÷ (# of completed orders)
Report Structure - Reported for CLEC, all CLECs and SWBT Retail Specials
Benchmark – Equal to SWBT's own

11.6.7 **Measurement** - Delay Days for SWBT Caused Missed Due Dates
Definition - Average calendar days from due date to completion date on company missed orders
Calculation - Sum (Completion date - committed order due date) ÷ (# of posted orders)
Report Structure - Reported for CLEC, all CLECs and SWBT Retail Specials
Benchmark – Equal to SWBT's own

11.6.8 **Measurement** - Percent SWBT Caused Missed Due Dates >30 Days
Definition - Percent of N, T, C orders where installation was completed > 30 days following the due date, excluding customer caused misses
Calculation - (Count of N, T, C orders completed > 30 days following the due date, excluding customer caused misses ÷ total number of N, T, C orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT for Retail Specials
Benchmark - Equal to SWBT's own

11.6.9 **Measurement** - Count Of Orders Canceled After The Due Date (SWBT Caused)
Definition - Orders canceled after the due date which were caused by SWBT
Calculation - (1-30, 31-90, and >90 ÷ the count of canceled orders)
Report Structure - Reported for individual CLECs and the aggregate of all CLECs
Benchmark - Not required (Diagnostic)

11.7 Specials - Maintenance

11.7. 1 **Measurement** - Mean Time To Restore
Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance
Calculation - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ total network customer trouble reports
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.7.2 **Measurement** - Percent Repeat Reports
Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report
Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report ÷ total network customer trouble reports.) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.7.3 **Measurement** - Failure Frequency
Definition - The number of network customer trouble reports within a calendar month per 100 circuits
Calculation - [Count of network trouble reports ÷ (Total Resold circuits ÷100)]
Report Structure - Reported for CLEC, all CLECs and SWBT by DDS, DS1, DS3, Voice Grade Private Line (VGPL) and ISDN and any other services available for resale
Benchmark - Equal to SWBT's own

11.8 UNE - Provisioning

11.8.1 **Measurement** - Average Installation Interval
Definition - Average business days from application date to completion date for N,T,C orders excluding customer cause misses and customer requested due date that are earlier or greater than "X" business days. The "X" business days is determined based on quantity of UNE loops ordered and the associated standard interval.
Calculation - [Σ(completion date - application date)]÷ (total number of orders completed)
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - 80% within "X" business days

11.8.2 **Measurement** - Percent Installations Completed Within "X" Business Days
Definition - Percent installations completed within "X" business days excluding customer caused misses and customer requested due dates that are earlier or greater than "X" business days
Calculation - (Count of N,T,C orders installed within business "X" business days ÷ total N,T,C orders) * 100
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - 80% within "X" business days

11.8.3 **Measurement** - Percent SWBT Caused Missed Due Dates
Definition - Percent of UNE N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses
Calculation - (Count of N,T,C orders with missed due dates excluding customer caused misses ÷ total number of UNE N,T,C orders) *100
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.8.4 **Measurement** - Percent Installation Reports Within 30 Days (I-30)
Definition - Percent UNE N, T, C orders by item that receive a network customer trouble report within 30 calendar days of service order completion
Calculation - (Count of UNE N, T, C orders by item that receive a network customer trouble report within 30 calendar days of service order completion ÷ total UNE N,T,C orders by item (excludes trouble reports received on the due date)) * 100
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.8.5 **Measurement** - Percent Missed Due Dates Due To Lack Of Facilities
Definition - Percent N,T,C orders with missed committed due dates due to lack of facilities
Calculation - (Count of N,T,C orders with missed committed due dates due to lack of facilities ÷ total N,T,C orders) * 100.
Report Structure - Reported for all UNEs contained in the UNE price schedule by CLEC, all CLECs Reported for > 30 calendar days & > 90 calendar days
Benchmark – Equal to SWBT's own

11.8.6 **Measurement** - Delay Days For Missed Due Dates Due To Lack Of Facilities
Definition - Average calendar days from due date to completion date on company missed orders due to lack of facilities
Calculation - Σ(Completion date - committed order due date)÷ (# of completed orders)
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.8.7 **Measurement** - Average Delay Days for SWBT Missed Due Dates
Definition - Average calendar days from due date to completion date on company missed orders
Calculation - Sum (Completion date - committed order due date) ÷ (# of posted orders)
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.8.8 **Measurement** - Percent SWBT Caused Missed Due Dates > 30 Days
Definition - Percent of N, T, C orders where installation was completed > 30 days following the due date, excluding customer caused misses
Calculation - (Count of N, T, C orders completed > 30 days following the due date, excluding customer caused misses ÷ total number of N, T, C orders) * 100
Report Structure - Reported for CLEC and all CLECs for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.8.9 **Measurement** - Count Of Orders Canceled After The Due Date (SWBT Caused)
Definition - Orders canceled after the due date that were SWBT caused
Calculation - (1-30, 31-90, and >90 ÷ the count of canceled orders)
Report Structure - Reported for individual CLECs and the aggregate of all CLECs
Benchmark - Not required (Diagnostic)

11.9 UNE -Maintenance

11.9.1 **Measurement** - Trouble Report Rate
Definition - The number of network customer trouble reports within a calendar month per 100 UNEs (excludes cross connects without remote test access)
Calculation - [Count of network trouble reports ÷ (total UNEs ÷ 100)].
Report Structure - Reported for CLEC, all CLECs and SWBT for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.9.2 **Measurement** - Percent Missed Repair Commitments
Definition - Percent of trouble reports not cleared by the commitment time for company reasons (excludes cross connects without remote test access)
Calculation - (Count of trouble reports not cleared by the commitment time for company reasons ÷ total trouble reports) * 100
Report Structure - Reported for each CLEC, all CLECs and SWBT for "POTS type" loops (2-Wire Analog 8dB Loop)
Benchmark - Equal to SWBT's own

11.9.3 **Measurement** - Mean Time To Restore
Definition - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance (excludes cross connects without remote test access)
Calculation - Σ[(Date and time trouble report is cleared with the customer) - (date and time trouble report is received)] ÷ total network customer trouble reports)
Report Structure - Reported for CLEC, all CLECs and SWBT for UNEs contained in the UNE price schedule by dispatch and no dispatch
Benchmark - Equal to SWBT's own

11.9.4 **Measurement** - Percent Out Of Service (OOS) < 24 Hours
Definition - Percent of OOS trouble reports cleared in less than 24 hours (excludes cross connects without remote test access)
Calculation - (Count of UNE OOS trouble reports < 24 hours ÷ total number of UNE OOS trouble reports) * 100
Report Structure - Reported for CLEC, CLECs and SWBT by "POTS like" loop (2-Wire Analog 8dB Loop)
Benchmark - Equal to SWBT's own

11.9.5 **Measurement** - Percent Repeat Reports
Definition - Percent of network customer trouble reports received within 30 calendar days of a previous customer report (excludes cross connects without

remote test access)
Calculation - (Count of network customer trouble reports received within 30 calendar days of a previous customer report ÷ total network customer trouble reports) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT for UNEs contained in the UNE price schedule
Benchmark - Equal to SWBT's own

11.10 Interconnection Trunks

11.10.1 **Measurement** - Percent Trunk Blockage
Definition - Percent of calls blocked on outgoing traffic from SWBT end office to CLEC end office and from SWBT tandem to CLEC end office
Calculation - (Count of blocked calls ÷ total calls offered) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT. The SWBT end office to CLEC end office and SWBT tandem to CLEC end office trunk blockage will be reported separately.
Benchmark - Equal to SWBT's own

11.10.2 **Measurement** - Common Transport Trunk Blockage
Definition - Percent of local common transport trunk groups exceeding 2% blockage
Calculation - (Number of common transport trunk groups exceeding 2% blocking ÷ total common transport trunk groups) * 100
Report Structure - Reported on local common transport trunk groups
Benchmark - Not required (Aggregate measurement)

11.10.3 **Measurement** - Distribution Of Common Transport Trunk Groups Exceeding 2%
Definition - A distribution of trunk groups exceeding 2% reflecting the various levels of blocking
Calculation - The number of trunk groups exceeding 2% will be shown in histogram form based on the levels of blocking
Report Structure - Reported on local common transport trunk groups
Benchmark - Not required (Aggregate measurement)

11.10.4 **Measurement** - Percent Missed Due Dates
Definition - Percent trunk order due dates missed on interconnection trunks
Calculation - (Count trunk order orders missed ÷ total trunk orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.10.5 **Measurement** - Delay Days For Missed Due Dates

Definition - Average calendar days from the due date to completion date on company missed interconnection trunk orders
Calculation – Sum (Completion date - committed order due date) ÷ (# of completed trunk orders)
Report Structure - Reported for CLEC, all CLECs and SWBT for interconnection trunks
Benchmark - Equal to SWBT's own

11.10.6 **Measurement** - Percent SWBT Caused Missed Due Dates > 30 Days
Definition - Percent of N, T, C orders where installation was completed >30 days following the due date, excluding customer caused misses
Calculation - (Count of interconnection trunk orders completed >30 days following the due date, excluding customer caused misses ÷ total number of interconnection trunk orders) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT for interconnection trunks
Benchmark - Equal to SWBT's own

11.10.7 **Measurement** - Average Trunk Restoration Interval
Definition - Average time to repair interconnection trunks
Calculation - Total trunk outage duration ÷ total trunk trouble reports
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.10.8 **Measurement** - Percent Interconnection Trunks Repaired Within 24 Hours
Definition - The percent of interconnection trunks restored within 24 hours of being reported to SWBT by the CLEC
Calculation - (Number of interconnection trunks repaired within 24 hours ÷ total interconnection trunks repaired) * 100
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.10.9 **Measurement** - Average Interconnection Trunk Installation Interval
Definition - The average time from receipt of a complete and accurate ASR until the completion of the trunk order
Calculation - Sum (Completion date of the trunk order - receipt of complete and accurate ASR) ÷ total trunk orders
Report Structure - Reported by CLEC, all CLECs and comparable SWBT trunks disaggregated by interconnection trunks, SS7 links, OS/DA and 911 trunks
Benchmark - Equal to SWBT's own

11.10.10 **Measurement** - Standard Deviation Of Interconnection Trunk Installation Interval

Definition - Measure of the variation of the installation intervals around the mean installation interval
Calculation - sqrt[Sum(individual installation interval - mean installation interval)^2 ÷ (number of orders in the sample - 1)]
Report Structure - Reported by CLEC, all CLECs and comparable SWBT trunks disaggregated by interconnection trunks, SS7 links, OS/DA and 911 trunks
Benchmark - Equal to SWBT's own

11.11 DIRECTORY ASSISTANCE (DA) AND OPERATOR SERVICES (OS)

11.11.1 **Measurement** - Directory Assistance Grade Of Service
Definition - % of directory assistance calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0 , > 20.0, and > 25.0 seconds
Calculation - Calls answered within "X" seconds ÷ total calls answered
Report Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - Not required (Aggregate measurement)

11.11.2 **Measurement** - Directory Assistance Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative
Calculation - Total queue time ÷ total calls
Report Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - Not required (Aggregate measurement)

11.11.3 **Measurement** - Operator Services Grade Of Service
Definition - % of operator services calls answered < 1.5, < 2.5, > 7.5, > 10.0, > 15.0, > 20.0, and > 25.0 seconds
Calculation - Calls answered within "x" seconds ÷ total calls answered
Report Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - Not required (Aggregate measurement)

11.11.4 **Measurement** - Operator Services Average Speed Of Answer
Definition - The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a SWBT representative
Calculation - Total queue time ÷ total calls
Structure - Reported for the aggregate of SWBT and CLECs
Benchmark - Not required (Aggregate measurement)

11.11.5 **Measurement** - Percent Calls Abandoned
Definition - The percent of call s where the customer hangs up while the call is in queue
Calculation - (Number of calls abandoned ÷ number of operator positions requested) * 100
Report Structure - Reported for CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

11.11.6 **Measurement** - Percent Calls Deflected
Definition - The percent of calls that are received and are unable to be placed in queue

Calculation - (Number of calls deflected ÷ number of operator positions requested) * 100
Report Structure - Reported for CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

11.11.7 **Measurement** - Average Work Time
Definition - the average number of seconds an operator spends handling a customer's request for assistance in obtaining a telephone number, placing a call at the customer's request or in a position busy state. The Average Work Time normally begins when the customer connects to an operator position and ends when the operator position releases the customer after serving his/her request.
Calculation - Sum (Time operator position releases customer - time customer connects to an operator position) ÷ calls
Report Structure - Reported for CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

11.11.8 **Measurement** - Non-Call Busy Work Volumes
Definition - The amount of time in CCS (Centum Call Second) that an operator has placed their position in make busy or in a position busy state
Calculation - Sum (Time operator position in busy state - time operator removed position from busy state)
Report Structure - Reported for CLEC and SWBT in the aggregate
Benchmark - Not required (Aggregate measurement)

11.12 INTERIM NUMBER PORTABILITY (INP)

11.12.1 **Measurement** - % Installation Completed Within "X" (3, 7, 10) Business Days
Definition - % installations completed within "X" (3, 7, 10) business days excluding customer caused misses and customer requested due dates greater than "X" (3, 7, 10) business days
Calculation - Total INP orders installed within "x" (3, 7, 10) business days ÷ total INP orders
Report Structure - Reported for CLEC and all CLECs
Benchmark - 80% within "X" business days

11.12.2 **Measurement** - Average INP Installation Interval
Definition - Average business days from application date to completion date for INP orders excluding customer requested due dates greater than the SWBT standard interval
Calculation - (Total business days from application to completion date for INP orders ÷ total INP orders) * 100

Report Structure - Reported for CLEC and all CLECs
Benchmark - 80% within "X" business days

11.12.3 **Measurement** - Percent INP I-Reports Within 30 Days
Definition - Percent of INP N, T, C orders that receive a network customer trouble report not caused by CPE or wiring within 30 calendar days of service order completion excluding subsequent reports and all disposition code "13" reports (excludable reports)
Calculation - (Count of INP N, T, C orders that receive a network customer trouble report within 30 calendar days of service order completion ÷ total INP N,T,C orders (excludes trouble reports received on the due date)) * 100
Report Structure - Reported for CLEC and all CLECs
Benchmark - Equal to SWBT's own

11.12.4 **Measurement** - Percent Missed Due Dates
Definition - Percent of INP N,T,C orders where installations are not completed by the negotiated due date excluding customer caused misses
Calculation - (Count of INP N,T,C orders with missed due dates excluding customer caused misses ÷ total number of INP N,T,C orders) *100
Report Structure - Reported for CLEC and all CLECs
Benchmark - Equal to SWBT's own

11.13 911

11.13.1 **Measurement** - Average Time To Clear Errors
Definition - The average time it takes to clear an error after it is detected during the processing of the 911 database file. The clock will start upon receipt of the error file and end when the error is corrected. This is only on resale or UNE loop and port combination orders that SWBT installs.
Calculation - Σ(Date and time error detected - date and time error cleared) ÷ total number of errors
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.13.2 **Measurement** - Average Time Required to Update 911 Database (Facility Based Providers)
Definition - the average time it takes to update the 911 database file. The clock starts when the data processing starts and ends when the data processing is complete
Calculation - Sum (Date and time data processing begins - date and time data processing ends) ÷ total number of files
Report Structure - Reported for individual CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.14 Poles, Conduit And Rights Of Way

11.14.1 **Measurement** - Percent Of Request Processed Within 35 Days
Definition - The percent of request for access to poles, conduits, and right-of-ways processed within 35 days
Calculation - (Count of number of requests processed within 35 days ÷ total number of requests) * 100
Report Structure - Reported for individual CLEC and all CLECs. SWBT's objective is 90% of requests answered
Benchmark - 90% of requests answered within 35 days

11.14.2 **Measurement** - Average Days Required To Process A Request
Definition - The average time it takes to process a request for access to poles, conduits, and right-of-ways
Calculation - Sum (Date request returned to CLEC - date request received from CLEC) ÷ total number of requests
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - 90% of requests answered within 35 days

11.15 Collocation

11.15.1 **Measurement** - Percent Missed Collocation Due Dates
Definition - The percent of SWBT caused missed due dates for Physical Collocation projects
Calculation - (Count of number of SWBT caused missed due dates for physical collocation facilities ÷ total number of physical collocation project) * 100
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - Under investigation

11.15.2 **Measurement** - Average Delay Days For SWBT Caused Missed Collocation Due Dates
Definition - The average calendar days from due date to completion date on company missed collocation due dates
Calculation - Sum (Completion date - committed collocation due date) ÷ (# of missed collocation due dates)
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - Under investigation

11.15.3 **Measurement** - Percent Of Requests Processed Within 35 Business Days
Definition - The percent of request for collocation facilities processed within 35 business days

Calculation - (Count of number of requests processed within 35 days ÷ total number of completed requests) * 100
Report Structure - Reported for individual CLEC and all CLECs
Benchmark - 90% of request answered within 35 business days

11.16 Directory Assistance Data Base

11.16.1 **Measurement** - Percent Of Updates Completed Into The DA Database Within 72 Hours For Facility Based CLECs
Definition - The percent of DA database updates completed within 72 hours of receipt of the update from the CLEC. The clock starts when SWBT receives the request from the CLEC and ends when the listing is updated in the DA database. The update clerks work hours are 6:30 a.m. to 3:00 p.m. On requests received after 3:00 p.m. the clock will start at 6:30 a.m. the following day. Weekends and holidays are excluded from this measurement.
Calculation - (Count of updates completed within 72 hours ÷ total updates) * 100
Report Structure - Reported by CLEC and all CLECs for facility based providers
Benchmark - 95% updated within 72 hours

11.16.2 **Measurement** - Average Update Interval For DA Database For Facility Based CLECs
Definition - The average update interval for DA database changes for facility based CLECs. The clock starts when SWBT receives the request from the CLEC and ends when the listing is updated in the DA database. The update clerks work hours are 6:30 a.m. to 3:00 p.m. On requests received after 3:00 p.m. the clock will start at 6:30 a.m. the following day. Weekends and holidays are excluded from this measurement.
Calculation – Sum (8:00 a.m. of the day following the input into the LSS database - time update received from CLEC) ÷ total updates
Report Structure - Reported by CLEC and all CLECs for facility based providers
Benchmark - 95% updated within 72 hours

11.16.3 **Measurement** - Percent DA Database Accuracy For Manual Updates
Definition - The percent of DA records that were updated by SWBT in error. The data required to calculate this measurement will be provided by the CLEC. The CLEC will provide the number of records transmitted and the errors found. SWBT will verify the records determined to be in error to validate that the records were input by SWBT incorrectly.
Calculation - (Number of SWBT caused update errors ÷ total number of updates) * 100
Report Structure - Reported by CLEC and all CLECs for facility based

providers
Benchmark - 97% accuracy for DA database updates for the manual DA process

11.17 Coordinated Conversions/Reconfigurations

11.17.1 **Measurement** - Percent Pre-mature Disconnects (Coordinated Cutovers)
Definition - Percent of coordinated cutovers where SWBT prematurely disconnects the customer prior to the scheduled conversion/reconfiguration
Calculation - (Count of prematurely disconnected customers ÷ total coordinated conversion/reconfiguration customers) * 100
Report Structure - Reported by CLEC and all CLECs
Benchmark - 5% or less of customers disconnected prematurely

11.17.2 **Measurement** - Percent Caused Delayed Coordinated Cutovers
Definition - Percent of SWBT caused late coordinated cutovers in excess of 30 minutes
Calculation - (Count of SWBT caused late coordinated cutovers in excess of 30 minutes ÷ total coordinated cutovers) * 100
Report Structure - Reported by CLEC and all CLECs
Benchmark - 5% or less of SWBT coordinated conversions/reconfigurations delayed

11.17.3 **Measurement** - Percent Missed Mechanized INP Conversions or Reconfigurations
Definition - Percent of mechanized INP conversions/reconfigurations not loaded in the switch
Calculation - (Count of mechanized INP conversions/reconfigurations not loaded in the switch within 30 minutes of scheduled due time (Frame Due Time)) ÷ total mechanized INP conversions/reconfigurations) * 100
Report Structure - Reported by CLEC and all CLECs
Benchmark - 5% or less of those started outside of scheduled time

11.18 NXX

11.18.1 **Measurement** - Percent NXXs Loaded And Tested Prior To The LERG Effective Date
Definition - The percent of NXXs loaded and tested prior to the LERG effective date
Calculation - (Count of NXXs loaded and tested by LERG date ÷ total NXXs loaded and tested) * 100
Report Structure - Reported by CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.18.2 **Measurement** - Average Delay Days For NXX Loading And Testing
Definition - Average calendar days from due date to completion date on company missed NXX orders

Calculation – Sum (Completion date - LERG date) ÷ (number of orders)
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

11.18.3 **Measurement** - Mean Time To Repair
Definition - Average calendar days from due date to completion date on company missed NXX orders
Calculation – Sum (Completion date - LERG date) ÷ (number of orders)
Report Structure - Reported for CLEC, all CLECs and SWBT
Benchmark - Equal to SWBT's own

12. CONFLICTING TERMS AND CONDITIONS

Upon notice of CLEC's election to utilize any Performance Measurements function, SWBT will provide nondiscriminatory access to such function on the terms and conditions set forth in this Attachment. To the extent that CLEC elects to receive Performance Measurement functions under the terms of this Attachment Performance Measurement, where the terms and conditions of this Attachment conflict with the terms of and attachments or appendices contained in the original agreement, the terms of this Attachment Performance Measurement shall apply with respect to such Performance Measurement functions utilized by CLEC.

13. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This Attachment, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation and construction, notice of changes, general responsibilities of the Parties, effective date, term, termination, disclaimer of representations and warranties, changes in end user local exchange service provider selection, severability, intellectual property, indemnification, limitation of liability, force majeure, confidentiality, audits, disputed amounts, dispute resolution, intervening law and miscellaneous.

Proposal to Establish Voluntary Self Enforcing Penalties

FCC discussion

Exhibit CJR-3

Self Enforcing Penalties Overall Objective

- Voluntarily establish penalties acceptable to the FCC as part of a package for 271 approval
- Assumptions
  - FCC will accept penalties in lieu of requiring 3rd party CLEC testing of OSS
  - FCC will accept penalties and approve an early 271 application before completion of some scheduled OSS enhancements (OSS'99)

Self Enforcing Penalties Characteristics

- Not applied until after 271 approval in a specific state
- Designed to prevent BST "backsliding" on CLEC service
- Legally binding (implement through contracts)
- Penalties will be "Meaningful" and "Significant"
- Limited number of measurements
- Statistical or "bright line" test to easily verify "parity"
- CLECs retain rights to file complaints with PSC or FCC

Self Enforcing Penalties Proposal

- 9 key measures of timeliness or quality
- Each measure is tested vs. a retail analog
- Initial tests will be for "materiality", until a method for statistical validation is established
- Two product groups will be initially offered as subcategories (**Retail** (including UNE loop+port combinations), and **UNEs**)
- Penalties are derived from the concept of liquidated damages

Self Enforcing Penalties Proposal

- Penalties are "triggered" by a parity miss in any of the 13 separate subcategories of the nine measurements. These measurements are made at the state level to test for overall parity for all CLECs doing business in that subcategory.
- Once the penalty is "triggered", payments are made to each CLEC based on their activity in that particular subcategory.

Self Enforcing Penalties Proposal

- EXAMPLE:
  - The parity test for Installation Timeliness (% Due Dates Missed) fails for Georgia for the month of October in the subcategory RESALE & COMBOS
  - All CLECs in Georgia having any missed appointments in this category would receive a penalty payment of ($38 * their number of missed appointments). (The $38 figure approximates the aggregate NRC for this group of services)

Self Enforcing Penalties
Proposal Details

CATEGORY	METRIC	SUBCATEGORY	PARITY DETERMINATION	Materiality Test	PENALTY
INSTALLATION					NRC=Non Recurring Charge
					RC=Recurring Charge
Installation Timeliness (State)	% DD Missed	RESALE UNE	RA RA	1% variance **1% Variance from (retail-res/bus dispatch)**	Resale NRC * Missed Appts UNE NRC * Missed Appts
Installation Quality (State)	% Report w/in 4 days	RESALE UNE	RA RA	1% variance **1% Variance from (retail-res/bus)**	50% monthly Resale RC* # of reports 50% monthly UNE RC* # of reports
MAINTENANCE					
Repair Timeliness (State)	% Missed Repair Appts	RESALE UNE	RA RA	1% variance **1% variance from (retail res/bus dispatch)**	50% monthly Resale RC* # of reports 50% monthly UNE RC* # of reports
Repair Quality (State)	Repeated report rate	RESALE UNE	RA RA	1% variance **1% variance from (retail-res/bus-dispatch)**	50% monthly Resale RC* # of reports 50% monthly UNE RC* # of reports

Self Enforcing Penalties
Proposal Details

BILLING					
Billing (Regional)	Usage Timeliness		RA	1 day variance	>1 day = 25% * monthly ODUF/ADUF billing
(Regional)	Invoice Timeliness	RESALE (CRIS) UNE (CRIS UNE + CABS)	RA BENCHMARK	1 day variance 1 day variance	.000493 * total monthly bill for each 1 day out of parity
OTHER					
OSS (Regional)	Pre-ordering and ordering OSS Availability		RA	1% difference aggregated across access to all systems	Credit for 5% of total order volume at a rate of $20/per order handled for each 1% disparity in access.
Collocation (individual case)	% DD Missed		BENCHMARK	No Due dates missed	% percent * NRC / week beyond Due date, capped at 25%
Trunking (State)	Trunk Blockage		RA	Any 2 hours month >0.5 difference in aggregate blockage	Any 2 hours/ month > 0.5% difference triggers an increase in Reciprocal Compensation Usage payments based on the difference in actual blockage for the hours "missed"

Comparison of ILEC Measurement/Penalty proposals

COMPANY NAME	NUMBER OF MEASUREMENTS					PENALTY STRUCTURE	PENALTY DISTRIBUTION	COMMENTS
	PROCESS MSMTS.	PENALTY Y/N	OUTCOME MSMTS.	PENALTY Y/N	TOTAL MSMTS. With PENALTIES			
BellSouth	0	N	14	Y	14	Aggregate Trigger CLEC specific payments; RA	CLECs	Materiality Adjusted jackknife monthly
Nevada Bell	21x	Y	26x	Y	47	RA & benchmarks	PSC (fines)	z-test monthly
GTE								
Sprint								
Bell Atlantic / NYNEX	18	Y	22	Y	40	CLEC Specific & aggregate	CLECs - "market adjustments	weighted z scores quarterly
Pacific Bell/SBC	17	?	48	?	65	CLEC specific	?	?
Ameritech	5x	Y	13x	Y	18x	CLEC specific RA & Benchmarks NRC & RC	CLECs	z score multi-level analysis quarterly

x - Actual # of measurements is driven by product disaggregation.

Self Enforcing Penalties
Summary

- BellSouth's proposed measures meet all the criteria discussed in our previous meetings
  - "Meaningful" and "Significant"
  - Limited number of measurements
  - Outcome oriented rather than process oriented
  - Statistical or "bright line" test to easily verify "parity"
- The proposed measures demonstrate parity for all CLECs as a whole - the ultimate goal of the process, but compensate individual CLECs for parity failures
- The proposed measures are simpler and present a more understandable picture of the effect on a CLEC's customer than those enacted or proposed by other ILECs

BellSouth's Proposal for Self Effectuating Enforcement Measures
April 8, 1999

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INTRODUCTION

BellSouth has entered into over 400 contracts with CLECs in the nine BellSouth states. These contracts have been approved by the various state Public Service Commissions. A number of these cases were arbitrated and included the issue of whether the PSC or arbitrator should order liquidated damages and/or penalties as part of the contract. In each case, the commission and/or the arbitrator declined to order liquidated damages or penalties as part of the decision.

Additionally, in Georgia, a full evidentiary hearing was conducted by the PSC specifically to deal with the issue of measurements. Once again, no self-effectuating enforcement measures were ordered by that commission as a result of the hearing. The Georgia order instead, pointed to that commissions its own enforcement authority under existing statutes .

The proposal we now present is a voluntary proposal of BellSouth, which will take effect under BellSouth's contracts with the CLECs, but should not be interpreted as admitting in any way that the PSCs or FCC have the authority to impose self-executing penalties or liquidated damages without BellSouth's agreement.

BellSouth is making this offer as one means of breaking through the clutter and minutiae of the service measurements of multiple processes and instead focusing on the real issues of market entry.

EXECUTIVE SUMMARY

BellSouth has conducted a series of discussions with the FCC staff since the second petition for 271 relief for Louisiana was denied. In its order denying that, the FCC stated that it believed that a system of self- effectuating enforcement measures should be established by BellSouth in the public interest, to insure that BellSouth does not backside in providing services provided for the CLECs after 271 authority is granted. BellSouth is committed to opening the local market to entry by others and firmly believes that it has taken the steps necessary to do this. As a result of these discussions with the FCC, BellSouth has prepared this proposal which describes a set of enforcement measures that BellSouth is willing to put in place, subject to the terms and conditions described in this document.

BellSouth is proposing that 9 key measures, measured monthly, and disaggregated into a total of 14 categories that will satisfy the goal of the FCC, of protecting against BellSouth's "backsliding" in the provision of service to the CLECs for all three market entry methods: resale; unbundled network elements; and interconnection. These key measures are based on

measures in BellSouth's existing Service Quality Measurements. There are many other process measures that underlie these 9 key measures. These process measures will continue to be reported in BellSouth's SQM, and will be useful to the CLECs and BellSouth for analysis of business processes, but will not be used as part of this enforcement mechanism.

BellSouth has been analyzing a series of different types of statistical tests capable of measuring parity (as part of a series of workshops conducted by the Louisiana PSC). At this time, there is no consensus on a single test that adequately protects the interests of both BellSouth and the CLECs, although the "modified jackknife" method of analysis holds some promise of satisfying all the parties.

In the interim, this proposal provides simple, "bright line" tests that:

(1) Provide a retail analog for each measurement or benchmark;

(2) Establish an acceptable level of variance from BellSouth's performance that recognizes that the aggregate CLEC results may differ from BellSouth's retail unit results and still not "materially" affect the CLECs, and;

(3) Establish a standard for making enforcement payments to the CLECs, if this "material" variance is exceeded.

BellSouth's proposal measures the results for all CLECs aggregated at a state level, and compares those measures to the specified retail analog. Then, if the CLEC aggregate results are "materially" different from BellSouth's results, the proposal provides for a specific enforcement payments to each individual CLEC, based on the services and function being measured.

For example, one of the key measures proposed is a measure of Missed Due Dates comparing all of BellSouth's retail services with old resale services and loop-port combinations provided to the CLECs. If the levels of Missed Due Dates are materially different (>1%), the enforcement measures are triggered, and a payment is made to each CLEC, refunding the Non-Recurring Charge for <u>all</u> orders in that category where BellSouth missed the due date.

The levels of payment proposed in these enforcement mechanisms are based on long standing contractual agreements between BellSouth and its Interexchange Carrier Customers, IXCs. These existing contractual arrangements compensate the IXCs for performance failures in the areas of installation, maintenance, and billing, and are based on the NonRecurring (NRC) and Recurring Charges (RC) the IXC would have paid if the service objectives had been met.

The payments in this proposal are similar in that:

(1) They compensate the CLEC based on the charges for a service BellSouth committed to perform and then did not perform as specified, and;

(2) When a "parity" failure is detected the CLEC is compensated for EVERY instance of service failure that month (as opposed to those "misses" beyond parity), thus returning the CLEC to the financial position of perfect service. To this extent, BellSouth's proposal goes beyond any imaginable requirement in the law.

This concept, using an aggregate measurement to determine parity, and then making enforcement payments to individual CLECs based on the performance they have received, ties together:

(1) The objectives of public interest (verifies that parity is being provided on an overall basis), and;

(2) The interests of individual CLECs (if a failure in service occurs and parity is not being provided, the CLEC is compensated based on the individual performance received.)

MEASUREMENTS

Certain key measurements selected from the entire set of BellSouth SQM will be tested for "parity" in this proposal. Additional, detailed descriptions of the measurements are given in attachment C.

The key measurements proposed are:

Installation Timeliness:	Percent Missed Due Dates
Installation Quality:	Percent Repair reports within 4 days of installation
Repair Timeliness:	Percent Missed Appointments
Repair Quality:	Percent Repeat Reports
Billing:	Usage Timeliness
Billing:	Invoice Timeliness
Operating Support Systems (OSS):	Percent Availability
Collocation:	Due Dates Met
Trunking:	% Aggregate Blocked Calls

REPORTING

BellSouth will continue to collect data directly from the various CLEC and legacy systems described in its Service Quality Measurements (SQM). These data will be collected in the Performance Measurements Analysis Platform system (PMAP) and will continue to be used to generate SQM reports to meet regulatory reporting requirements and individual CLEC reports required to meet regulatory and contractual reporting obligations. These date will also continue to be given to individual CLECs. Additionally, for the purposes of this proposal, the same data will be used to report on the key measures included in the enforcement mechanisms.

The data will be aggregated as described in the Benchmark Section to produce groups of BellSouth's retail services and group of CLEC resale or unbundled Network Elements that can be properly compared as analogous.

These measurements will be made on a monthly basis, and will include all data obtained during the month, except as specified in the detailed exclusions.

BENCHMARKS

RETAIL ANALOGS: Each measure (except collocation) has a specific retail analog measurement, designed to reflect similar services that BellSouth provides for its retail customers. These retail analogs are:

RESALE: Results for all BellSouth retail services are grouped together (residence, business, and designed services), and are compared to the services provided for the CLECs at resale. The loop+port combinations provided to the CLECs are also included in this category, because these combinations are essentially identical to the resold services.

UNE: Results for all Unbundled Network Elements (except loop+port combinations) are aggregated together and are compared to an aggregate of BellSouth's retail residence and business services that require an outside dispatch. Since the unbundled loops that constitute the major portion of this category may be used to serve either residential or business customers, and require conversion at the central office frame or dispatch to the customer premise, it is reasonable to compare UNEs to an aggregate of similar services – both residence and business.

BILLING USAGE TIMELINESS: Results for delivery of daily usage data (local and access) to the CLECs are aggregated and compared to BellSouth's delivery of CMDS data between BellSouth different regional accounting offices over the same time period.

BILLING INVOICE TIMELINESS: Results for delivery of invoices to the CLECs are calculated for two categories, Resale invoices and UNE invoices, and are compared to BellSouth's delivery of invoices to its retail units.

OSS AVAILABILITY: Results for specified BellSouth retail unit operating support systems are aggregated and compared directly to the results for CLEC OSS provided by BellSouth.

COLLOCATION: There is not a specific retail analog for this service, so the benchmark of the space available due date (negotiated between the CLEC and BST) is used for this measurement.

1. TRUNK BLOCKING: This measures & compares the average monthly blocking (on an hour-by hour basis) for BST trunks linked to the CLEC network and the BST local trunking network.

FURTHER CONDITIONS:

No enforcement mechanism will be put in place until BST receives 271 approval from the FCC for a given state.

The penalties are structured to provide no incentive for the CLEC community to prefer the remedy over quality service.

A finding (statistical or materiality) of apparent disparity is not an irreversible finding of discrimination.

TESTS FOR PARITY:

1) BellSouth has been analyzing a series of different types of statistical tests capable of measuring parity (as part of a series of workshops conducted by the Louisiana PSC). At this time, there is no consensus on a single test that adequately protects the interests of both BellSouth and the CLECs, although the "modified jackknife" method of analysis holds some promise of satisfying all the parties. BellSouth has been working with the Louisiana Public Service Commission, and their consultant on this matter for several months. BellSouth has also retained Dr.

Fritz Scheuren, a renowned statistician, who has assisted in the analysis, and has held numerous discussions with the Common Carrier bureau staff on the results and status of this analysis.

2) Any test for parity will ultimately include tests for both statistical significance and materiality.

3) In the interim, until statistical tests are validated by two BST state commissions or by the FCC, a simple test of materiality will be used.

REMEDIES

The payments in this proposal are structured to:

1) Compensate the CLEC based on the charges for a service BellSouth committed to perform and then did not perform as specified, and;

2) When a "parity" failure is detected BellSouth will compensate the CLEC for EVERY instance of service failure that month, thus returning the CLEC to the financial position of perfect service.

The calculations for these remedies are explained in detail in Attachment B.

IMPLEMENTATION

These enforcement measures will be put in place by adding them to existing contracts between BellSouth and the CLECs, immediately after a 271 petition is approved by the FCC. Once they are added to any contract in state, the enforcement measures will be structured so that any CLEC can selectively add these provisions to its contract using the "pick and choose" mechanism.

COMMENTS ON CLEC PROPOSALS

Several of the CLECs have joined together in a consortium called the Local Competitive Users Group, LCUG. This group has prepared a series of detailed proposals for service quality measurements, statistical validation of service differences, and penalties for failures to meet certain measures.

These measures include all of the key measures in this proposal, and dozens of other measurements of both outcomes and processes.

BellSouth's position is, and has been, that the LCUG proposal is overly complex and burdensome, both in the number and complexity of the measures proposed, and in the depth of disaggregation of geography and services suggested. LCUG would have BellSouth capture and produce data for hundreds of different scenarios each month, and then try to produce a meaningful overall analysis from those measures with a statistical methodology (the modified z-test) that has known flaws in this type of application. LCUG's proposal goes far beyond business measurements meaningful to the actual end users of the service that can be analyzed by the state commissions and the FCC to insure that the aims of the Telecommunications Act are being carried out.

STRENGTHS OF BELLSOUTH'S PROPOSAL:

BellSouth's proposal, on the other hand is:

Limited to key measures that capture the outcomes of processes, *i.e.*, services provided to end-users.

Offers a simple, easily understood test for "parity", until the industry can arrive at a consensus on the application of statistical tests for these measures.

Matrix:

CATEGORY	METRIC	SUB-CATEGORY	PARITY DETERMINATION	MATERIALITY TEST	VSEEM NRC=NON RECURRING CHARGE RC=RECURRING CHARGE
INSTALLATION					
Installation Timeliness (Calculations Made at State Aggregate Levels)	% Service Order Due Dates Missed for BST Caused Reasons	Resale/Combo	Retail Analog	CLEC variance with BST cannot be more than 1% at the state aggregate level	Resale NRC * Number of Missed Installation Appointments. The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 1 on Matrix Details "Attachment B")*
		UNE	Retail Analog (Retail-Installation Residence/Business Dispatch)	CLEC variance with BST cannot be more than 1% at the state aggregate level	UNE NRC * Number of Missed Installation Appointments. The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 1 on Matrix Details "Attachment B")*

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Installation Quality (Calculations Made at State Aggregate Levels)	% Trouble Reports within 4 days for BST Caused Reasons	Resale/Combo	Retail Analog	CLEC variance with BST cannot be more than 1% at the state aggregate level	50% monthly Resale RC * Number of repeated customer trouble reports within 4 days. The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 2 on Matrix Details "Attachment B")*
		UNE	Retail Analog (Retail-Installation Residence/Business Dispatch)	CLEC variance with BST cannot be more than 1% at the state aggregate level 1	50% monthly UNE RC * Number of repeated customer trouble reports within 4 days. The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 2 on Matrix Details "Attachment B")*

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MAINTENANCE					
Repair Timeliness (Calculations Made at State Aggregate Levels)	% Missed Repair Appointments for BST Caused Reasons	Resale/Combo	Retail Analog	CLEC variance with BST cannot be more than 1% at the state aggregate level	50% monthly Resale RC* Missed Repair Appointments. The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 3 on Matrix Details "Attachment B")*
		UNE	Retail Analog [Retail-Repair Residence/Business Dispatch]	CLEC variance with BST cannot be more than 1% at the state aggregate level	50% monthly UNE RC * Number of Missed Repair Appointments. The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 3 on Matrix Details "Attachment B")]*

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Repair Quality (Calculations Made at State Aggregate Levels)	% Repeated Report Rate	Resale/Combo	Retail Analog	CLEC variance with BST cannot be more than 1% at the state aggregate level	50% monthly Resale RC * Number of repeated customer trouble reports within 30 days. The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 4 on Matrix Details "Attachment B")*
		UNE	Retail Analog [Retail-Repair Residence/Business Dispatch]	CLEC variance with BST cannot be more than 1% at the state aggregate level	50% monthly UNE RC* Number of Repeated Customer Trouble Reports within 30 days. The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 4 on Matrix Details "Attachment B")*

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BILLING					
Billing (Calculations Made at the Regional Level)	Usage Data Delivery Timeliness		Retail Analog	1 day variance	>1 day = 25% * Monthly Optional Daily Usage File (ODUF) / Access Daily Usage File (ADUF). The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 5 on Matrix Details "Attachment B")*
	Invoice Timeliness	RESALE (CRIS)	Retail Analog	1 day variance	.000493 * Total monthly bill for each 1 day out of parity. The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 6 on Matrix Details "Attachment B")*
		UNE (CRIS UNE + CABS)	Benchmark	1 day variance	.000493 * Total monthly bill for each 1 day out of parity. The VSEEM calculation applies only in a month where the benchmark is not met, *(See Note 6 on Matrix Details "Attachment B")*

OPERATIONAL SUPPORT SYSTEMS					
OSS (Regional)	Pre-ordering and ordering OSS Availability		Retail Analog	1% difference aggregated across access to all systems	Credit for 5% of total order volume at a rate of $20/per order handled for each 1% disparity in access. The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 7 on Matrix Details "Attachment B")*
COLLOCATION					
Collocation (Individual case)	% DD Missed		Benchmark	No Due dates Missed	Percent Due Dates Missed * NRC / week beyond due date, capped at 25%. The VSEEM calculation applies only in a month where the benchmark of "zero" missed due dates is not met. *(See Note 8 on Matrix Details "Attachment B")*

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TRUNK GROUP PERFORMANCE					
Trunking (Calculations Made at State Aggregate Levels)	Trunk Blockage		Retail Analog	Any 2 hours month >0.5 difference in aggregate blockage	Any 2 hours/ month > 0.5% difference triggers an increase in Reciprocal Compensation Usage payments based on the difference in actual blockage for the hours "missed". The VSEEM calculation applies only in a month where BST results are better following the application of the monthly Materiality Test. *(See Note 9 on Matrix Details "Attachment B")*

Attachment B

Matrix Details

Note #	VSEEM Measure	Category	Parity Calculation
1	Installation Timeliness	% Due Dates Missed	Calculation: When a Materiality Test failure occurs at the state level, each CLEC with missed appointments on service orders in this category will be compensated for the failure to meet the BST commitment(s). The CLEC's actual number of missed appointments will be multiplied by the NRC. Separate calculations will be made for the Resale and UNE categories.
			UNE Analog Methodology: The analog for UNEs will be the combined missed Due Date rate of Residence/Business POTS dispatch. Unbundled loops constitute a majority of the UNE category, which can serve either residential or business customers and require conversion at the central office and/or the customer location. Thus, they have been compared to an aggregate of retail residence and business dispatched service requests.
2	Installation Quality	% Report w/in 4 days	Calculation: When a Materiality Test failure occurs at the state level, each CLEC with repeated reports within 4 days on service orders in this category will be compensated for the failure to meet the retail analog/ materiality test. The CLEC's actual number of repeated reports will be multiplied by the RC. Separate calculations will be made for the Resale and UNE categories
			UNE Analog Methodology: The analog for UNEs will be the combined missed DD rate of Residence/Business POTS dispatch. Unbundled loops constitute a majority of the UNE category, which can serve either residential or business customers and require conversion at the central office and/or the customer location. Thus, they have been compared to an aggregate of retail residence and business dispatched service requests.

Attachment B

3	Repair Timeliness	% Missed Repair Appts	Calculation: When a Materiality Test failure occurs at the state level, each CLEC with missed appointments on trouble reports in this category will be compensated for the failure to meet the BST commitment(s). The CLEC's actual number of missed appointments will be multiplied by the RC. Separate calculations will be made for the Resale and UNE categories
			UNE Analog Methodology: The analog for UNEs will be the combined missed DD rate of Residence/Business POTS dispatch. Unbundled loops constitute a majority of the UNE category, which can serve either residential or business customers and require conversion at the central office and/or the customer location. Thus, they have been compared to an aggregate of retail residence and business dispatched service requests.
4	Repair Quality	Repeated Report Rate	Calculation: When a Materiality Test failure occurs at the state level, each CLEC with repeated reports within 30 days of a trouble report in this category will be compensated for the failure to meet the retail analog/ materiality test. The CLEC's actual number of repeated reports will be multiplied by the RC. Separate calculations will be made for the Resale and UNE categories.
			UNE Analog Methodology: The analog for UNEs will be the combined missed DD rate of Residence/Business POTS dispatch. Unbundled loops constitute a majority of the UNE category, which can serve either residential or business customers and require conversion at the central office and/or the customer location. Thus, they have been compared to an aggregate of retail residence and business dispatched service requests.

Attachment B

5	Billing	Usage Timeliness	Calculation: If CLEC results are greater than 1 day, then the following calculation will apply: 25% * Monthly Optional Daily Usage File (ODUF) / Access Daily Usage File (ADUF) sales charges.
			VSEEM Methodology: A 25% VSEEM rate is applied to the formula as noted in the calculation above. This rate was selected in order to present a significant VSEEM to the CLEC community in the event of disparate billing performance.
6		Invoice Timeliness	Calculation: A value of .000493 * Total monthly bill for each day out of parity.
			VSEEM Methodology: The VSEEM is based on the business inconvenience caused to the CLEC by a delay in delivering the billing information they need, and is based on an 18%/yr rate for each whole days delay of their billing data.

Attachment B

7	OSS	Pre-ordering and ordering OSS Availability	Calculation: System availability will be compared to BST's retail systems as currently defined in the SQM (based on scheduled availability). The total availability for LENS, EDI, TAG, LEO MAINFRAME, LEO-UNIX, LESOG, HAL, and BSOG will be compared to the availability of SOCS, RSAG, DSAP, BOCRIS, and ATLAS/COFFI. In the event that a difference favoring the BST by ≥1 % occurs in a given month, a $20 cost for manual handling will be multiplied by the actual number of electronically submitted service requests to produce the VSEEM amount.
			VSEEM Methodology: The VSEEM payment is based on compensating the CLECs for manual handling of orders on a sliding scale based on the difference between BST's systems and the CLEC systems. Manual handling of service requests may be necessary for the CLECs in the event that they are unable to electronically submit their requests.
8	Collocation	% DD Missed	Calculation: The NRC in this case is the total of all space preparation and application fees for the specific collocation job. Any supplements to the original order will reset the due date (as agreed to by BST and CLEC) for this measurement.
			VSEEM Methodology: The NRC of $45,000 represents an average charge to the CLECs requesting collocation arrangements and follows the same principles of missed due dates/commitments used in the provisioning and maintenance arenas.

Attachment B

9	Trunking	Trunk Blockage	Calculation/VSEEM Methodology: This VSEEM is based on the new trunk blocking parity measurement. This measurement will define the difference in blocking at the state (or MSA) level for all CLEC trunk groups as compared to all BST local trunk groups. There are 24 aggregate measurements (one per hour) to be compared. A parity failure is defined as any 2 hours when the CLEC aggregate exceeds the BST aggregate by more than 0.5%. **The VSEEM payment would be calculated by determining the difference in blockage for each hour where the CLEC exceeded BST, dividing the result by 16 (average usage hours/day), and increasing the CLECs Reciprocal Compensation payment by the amount.** For example, if 4 hours exceed the 0.5 threshold, a failure would be triggered. If the differences in % blockage were 1%, 2%, 1%, and 3%, the calculation would be (.01+. 02+. 01+. 03)/16 = 0.43%, and the CLEC would be paid a 0.43% VSEEM payment based on their monthly reciprocal compensation usage payment. I.E. if the reciprocal comp usage payment they received was $500,000, the VSEEM would be 0.43% * $500,000 = $2150. If we failed by 1% for 16 hours, the VSEEM payment would be 1% * $500,000 = $50,000. This method ties the VSEEM payment to the CLECs actual usage during the month, but uses a simply, easily calculated formula.

Attachment C

Modified Service Quality Measurements Descriptions[1]

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[1]Selected VSEEM Measures have been excerpted from the standard BST-Service Quality Measurements and their descriptions have been enhanced or modified for the purposes of this discussion.

Attachment C

PRE-ORDERING AND ORDERING OSS

Function:	OSS Interface Availability
Measurement Overview:	This measurement captures the availability percentages for the BST systems that the CLEC uses during pre-ordering and ordering. Comparisons to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.
Measurement Methodology:	**1. OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100** **Definition:** Percent of time OSS interface is actually available compared to scheduled availability. Availability percentages for CLEC interface systems and for all legacy systems accessed by them are captured.

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x

Attachment C

PROVISIONING

Function:	Installation Timeliness
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST.
Measurement Methodology:	**1. Percent Missed Installation Appointments = ↗ (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100** Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. *Missed Appointments caused by end-user reasons will be included and reported separately.* **Definition:** Percent of orders where completions are not done by due date. See "Exclude Situations" for orders not included in this measurement **Methodology:** • Mechanized metric from ordering system

Reporting Dimensions:	Excluded Situations:

• CLEC Aggregate
• BST Aggregate
• State,
• Reporting Levels
  • Resale
  • UNE
	• Orders canceled by the CLEC
	• Order Activities of BST associated with internal or administrative use of local services.
	• Orders missed due to CLEC and/or End User causes

Attachment C

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, and further geographic dissagregation as required by State Commission Order	• Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, and further geographic dissagregation as required by State Commission Order

Function:	**Installation Quality**
Measurement Overview:	The Percent Provisioning Troubles within 4 days of Installation measures the quality and accuracy of installation activities.
Measurement Methodology:	**1.% Provisioning Troubles within 4 days of Service Order Activity = ↗ (Trouble reports on all completed orders ⇔4 days following service order(s) completion) / (All Service Orders in a calendar month) X 100** **Definition:** Measures the quality and accuracy of completed orders by. **Methodology:** • Mechanized metric from ordering and maintenance systems.

Reporting Dimensions:	Excluded Situations:

• CLEC Aggregate
• BST Aggregate
• State
• Reporting Levels
  • Resale/Combo
  • UNE
	• Trouble reports canceled at the CLEC request
	• BST trouble reports associated with administrative service
	• Trouble reports associated with CPE/CPIW
	• Trouble reports "Found OK" after dispatch to outside field forces (e.g. Disposition Code 09XX)

Attachment C

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, and further geographic dissagregation as required by State Commission Order	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, and further geographic dissagregation as required by State Commission Order

Attachment C

MAINTENANCE & REPAIR

Function:	Missed Repair Appointments
Measurement Overview:	When the data for this measure is collected for BST and a CLEC it can be used to compare the percentage of accurate estimates of the time required to complete service repairs for BST and the CLEC.
Measurement Methodology:	**2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100.** **Definition:** Percent of trouble reports not cleared by date and time committed. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:

• CLEC Aggregate
• BST Aggregate
• State, and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Resale/UNE Combos
  • UNE
	• Appointments not met due to CLEC and/or End User causes
	• Trouble tickets canceled at the CLEC request
	• BST trouble reports associated with internal or administrative service
	• Trouble reports associated with CPE/CPIW
	• Trouble reports "Found OK" after dispatch to outside field forces (e.g. Disposition Code 09XX)

Attachment C

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
Report Month Total Troubles Total and Percent Missed Appointments Service Type Disposition and Cause (Non-Design/Non-Special only) State, and further geographic dissagregation as required by State Commission Order Report Month CLEC Ticket Number Ticket Submission Date Ticket Submission Time Ticket Completion Time Ticket Completion Date	• Report Month • Total Troubles • Total and Percent Missed Appointments • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, and further geographic dissagregation as required by State Commission Order Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date

Attachment C

Function:	Quality of Repair
Measurement Overview:	This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests.
Measurement Methodology:	**1. Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Closed Troubles) in reporting period X 100** **Definition:** For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported. **Methodology:** Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:

• CLEC Aggregate
• BST Aggregate
• State, and further geographic dissagregation as required by State Commission Order
• Product Reporting Levels
  • Resale/UNE Combos
  • UNE
	• Trouble reports canceled at the CLEC request
	• BST trouble reports associated with administrative service
	• Trouble reports associated with CPE/CPIW
	• Trouble reports "Found OK" after dispatch to outside field forces (Disposition Code 09XX)

Attachment C

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • Total Troubles • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, and further geographic dissagregation as required by State Commission Order Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, and further geographic dissagregation as required by State Commission Order	• Report Month • Total Troubles • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, and further geographic dissagregation as required by State Commission Order Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, and further geographic dissagregation as required by State Commission Order

Attachment C

BILLING

Function:	Invoice Timeliness
Measurement Overview:	The accuracy of billing invoices delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	**2. Mean Time to Deliver Invoices = Σ[(Invoice Transmission Date) - (Date of Scheduled Bill Close)] / (Count of Invoices Transmitted in Reporting Period)** This measure provides the mean interval for billing invoices. CRIS-based invoices should be released for delivery within six (6) workdays, and CABS-based invoices should be released for delivery within eight (8) calendar days. **Objective:** Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format.

Reporting Dimensions:	Excluded Situations:
• CLEC Aggregate • BST Aggregate	• Any invoices rejected due to formatting or content errors • Adjustments not related to billing errors (e.g., credits for service outage)
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Monthly
• Invoice Type
  ■ Resale
  ■ Unbundled Element Invoices (UNE)
	• Report Monthly
	• Retail Type
	  ■ CRIS
	  ■ CABS

Attachment C

BILLING (Continued)

Function:	Usage Data Delivery Timeliness
Measurement Overview:	The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	**3. Usage Data Delivery Timeliness = (Total number of usage records sent within six(6) calendar days from initial recording/receipt) / (Total number of usage records sent)** This measurement provides percentage of recorded usage data (BellSouth recorded and usage recorded by other carriers) delivered to the appropriate CLEC within six (6) calendar days from initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. **Objective:** The purpose of these measurements is to demonstrate the level of quality and timeliness of processing and transmission of both types of usage data (BellSouth recorded and usage recorded by other carriers) to the appropriate CLEC. **Methodology:** The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC. Timeliness and completeness measures are reported on the same report.

Reporting Dimensions:	Excluded Situations:
• CLEC Aggregate • BST Aggregate	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Month
• Record Type
  ■ BellSouth Recorded
  ■ Non-BellSouth Recorded
	• Report Monthly
	• Record Type

Attachment C

Collocation

Function:	**Response Interval, Provisioning Interval and Timeliness for Providing Collocation Space to a CLEC in a BellSouth Central Office.**
Measurement Overview:	Collocation is the placement of customer-owned equipment in BellSouth Central Offices for interconnecting to BellSouth's tariffed services and unbundled network elements. Although BellSouth offers both Virtual and Physical Collocation, only due dates for Physical requests will be included in this metric. The vehicle for tracking the BST commitment to the CLEC is the "Percentage of due dates on firm orders missed".
Measurement Methodology:	**1. % of Due Dates Missed = (Number of Orders not completed w/i ILEC committed Due Date during reporting period) / (Number of Orders completed in reporting period) X 100.** **Definition:** Measures the percent of Collocation space request, including construction and network infrastructure, that are not complete on the due date. Methodology: Current-Manual, Future-Mechanized

Reporting Dimensions:	**Excluded Situations:**
• State, and further geographic dissagregation as required by State Commission Order • Physical	• Any order canceled by the CLEC. • Time for BST to obtain any permits • Collocation contract negotiations
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Application Submission Date • Firm Order Submission Time • Space Acceptance Date	• Report Month • Application • Application Response • Firm Order • BST Completion Date

Attachment C

TRUNK GROUP PERFORMANCE

Function:	Interconnection Trunk Performance
Measurement Overview:	In order to ensure quality service to the CLECs as well as protect the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measurement Methodology:	**1. Trunk Group Performance: Contains the service performance results of the following high use and final trunk groups carrying comparable CLEC and BST traffic:** 1. BellSouth End-Office to BellSouth Access Tandem 2. BellSouth End-Office to CLEC Switch 3. BellSouth Local Tandem to CLEC Switch 4. BellSouth Access Tandem to CLEC Switch 5. BellSouth End-Office to BellSouth Local Tandem 6. Inter-Tandem Trunk Groups 7. BellSouth End-Office to BellSouth End-Office Method of Calculation: • First, the daily blocking is calculated for each trunk group as the overflow divided by call attempts for each hour on a given day. • Next the weekly blocking is calculated as the average of each day's blocking by hour. • Next the monthly blocking is calculated as the weighted average across all weeks for each hour with valid measurement data within the study period. The weighting factor is the number of valid measurement days. • Finally, the monthly aggregate blocking is calculated as the weighted average for all weeks for each hour with valid measurement data within the study period. The weighting factor is the number of trunks in service assigned to a trunk group included in the average.

Attachment C

Reporting Dimensions:	**Excluded Situations:**
• BST Trunk Group Aggregate • CLEC Trunk Group Aggregate • CLEC Trunk Group Specific • State, Region and further geographic dissagregation as required by state commission order	• Trunk groups for which valid traffic data measurement is unavailable • Trunk groups that are not relevant for comparison.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report month • Total trunk groups • Total trunk groups for which data is available • Number of trunks assigned to each trunk group • Blocking by hour for each trunk group • State, region and further geographic dissagregation as required by state commission order	• Report study period • Total trunk groups • Total trunk groups for which data is available • Number of trunks assigned to each trunk group • Blocking by hour for each trunk group • State, region and further geographic disaggregation as required by state commission order

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 15
COMPANY/ WITNESS: BellSouth
DATE 10-27, 28 & 29-99

Ex. 5

Legal Department

MICHAEL P. GOGGIN
General Attorney

BellSouth Telecommunications, Inc.
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October 28, 1999

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 990750-TP (ITC^DeltaCom)

Dear Ms. Bayó:

Enclosed are *Certificate of Deponent* and *Errata Sheets* for BellSouth Telecommunications, Inc.'s witnesses, Alphonso J. Varner, Ronald Pate and W. Keith Milner. Also enclosed is a *Certificate of Deponent* for D. Daonne Caldwell, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Michael P. Goggin (FMI)

Michael P. Goggin

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

DOCUMENT NUMBER-DATE
13226 OCT 28 99
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
Docket No. 990750-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

(+) Hand Delivery and Company Mail this 28th day of October, 1999 to the following:

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Michael P. Goggin

Michael P. Goggin

*Signed a Protective Agreement

CERTIFICATE OF DEPONENT

This is to certify that I, ALPHONSO VARNER, have read the foregoing transcription of my testimony, Pages 1 through 123, given on October 13, 1999, in Docket Number 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the Errata Sheet attached hereto.

A. Varner

ALPHONSO VARNER

Sworn to and subscribed before me this 28th day of October, 1999

NOTARY PUBLIC
State of
My Commission Expires:

Tanya W. Lynn

Tanya W. Lynn
MY COMMISSION # CC673581 EXPIRES
September 8, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

ERRATA SHEET

page 57, line 11: tunnel changed to to 11

page 97, line 24: insert Response By Mr. Lederfeld

CERTIFICATE OF DEPONENT

This is to certify that I, W. KEITH MILNER, have read the foregoing transcript of my testimony, page 1 through 95, given on October 12, 1999, in Docket No. 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

W. KEITH MILNER

Sworn to and subscribed before me this 27th day of October, 1999.

Notary Public
State of Florida

My Commission Expires:

Tanya W. Lynn
MY COMMISSION # CC673581 EXPIRES
September 8, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

ERRATA SHEET

DOCKET NO.: 990750-TP
NAME: W. KEITH MILNER
DATE: October 12, 1999

Page	Line	
14	24	CHANGE "AND" TO "IN"
17	20	CHANGE "MIDBAND" TO "MID-SPAN"
26	21	CHANGE "MODE" TO "AMOUNT"

CERTIFICATE OF DEPONENT

This is to certify that I, RONALD PATE, have read the foregoing transcription of my testimony, Pages 1 through 87, given on October 13, 1999, in Docket Number 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the Errata Sheet attached hereto.

RONALD PATE

Sworn to and subscribed before me this 26th day of October, 1999

NOTARY PUBLIC
State of
My Commission Expires:

JUDY M. PAUL
MY COMMISSION # CC 577208
EXPIRES: October 18, 2000
Bonded Thru Notary Public Underwriters

ERRATA SHEET

Page 38, line 22, change "fill" to "field" to read "emphasis on field force personnel to understand how to".

Page 48, line 15, change "inoperability" to "interoperability" to read "the interoperability actually works, functions. They talk".

Page 66, line 17, change "lease" to "release" to read "make an announcement we're going to have a new release? Or".

CERTIFICATE OF DEPONENT

This is to certify that I, D. DAONNE CALDWELL, have read the foregoing transcript of my testimony, page 1 through 95, given on October 12, 1999, in Docket No. 990750-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

D. Daonne Caldwell
D. DAONNE CALDWELL

Sworn to and subscribed before me this
26th day of October, 1999.

Michealle F. Holcomb
Notary Public
State of Georgia

My Commission Expires:

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

EXHIBIT MI-1

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of MCI Metro Access Transmission Services, Inc. against BellSouth Telecommunications, Inc. for breach of approved interconnection agreement.	DOCKET NO. 980281-TP ORDER NO. PSC-98-1484-FOF-TP ISSUED: November 5, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

ORDER RESOLVING COMPLAINT ON INTERCONNECTION AGREEMENT COMPLIANCE

APPEARANCES:

RICHARD D. MELSON, Hopping Green Sams and Smith, Post Office Box 6526, Tallahassee, Florida 32304.
On behalf of MCI Metro Access Transmission Services, Inc.

NANCY B. WHITE AND J. PHILLIP CARVER, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301.
On behalf of BellSouth Telecommunications, Inc.

CATHERINE BEDELL, Florida Public Service Commission, Division of Legal Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870.
On behalf of Commission staff.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-T EXHIBIT NO. 16
COMPANY/ WITNESS: Ikenaga
DATE: 10-27-98

BY THE COMMISSION:

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DISSENT 50

I. BACKGROUND

On February 23, 1998, MCI Metro Access Transmission Services, Inc. (MCIm) filed a complaint against BellSouth Telecommunications, Inc. (BST) for alleged violations of the Telecommunications Act of 1996 (Act), and for alleged breaches of the parties' Interconnection Agreement (or agreement) approved by this Commission on June 19, 1997. On March 16, 1998, BST filed its answer and response to MCIm's complaint.

On July 23, 1998, the Commission held a prehearing conference at which the issues in this proceeding were clarified. The parties agreed that, although the wording of the issues include whether BST has violated the Act, the issues truly concern whether BST has complied with the parties' interconnection agreement. Thereafter, the Prehearing Officer issued Order No. PSC-98-1011-PHO-TP on July 27, 1998, explaining the Commission's primary focus in this proceeding is to determine whether the parties are in compliance with the agreement. We conducted an administrative hearing on August 5, 1998.

II. NATIONAL STANDARD INTERFACES

As a preface to our decision on BST's compliance with the Interconnection Agreement, we note that a significant underlying problem in this proceeding concerned the lack of integrated interfaces for ordering and pre-ordering. The record explores the current status of industry standards by the Electronic Communications Interface Committee (ECIC). We believe that once the national standard interface for pre-ordering is developed and integrated with the national standard interface for ordering, many of the alleged inadequacies of the electronic interfaces will be resolved. Therefore, we encourage the parties to work together to expeditiously adopt and implement the national standard interfaces. In the meantime, our decision on MCIm's specific complaints in this proceeding is set forth below.

III. OPERATIONAL SUPPORT SYSTEMS (OSS)

In its complaint, MCIm alleges that BST has failed to provide information on its internal Operational Support Systems (OSS) and related databases which MCIm believes is necessary to judge whether BST is providing OSS to MCIm at parity. It is BST's position that

OSS materials, updates and training have been provided to MCIm consistent with the agreement.

MCIm witness Martinez testified that the parties' agreement requires BST to provide OSS systems to MCIm at parity with what BST provides to itself. He further testified that in order to determine whether parity is being achieved, MCIm must obtain the information concerning the OSS systems and databases that BST uses for its retail customers. According to witness Martinez, without such information, MCIm cannot compare the capabilities of BST's OSS systems with the OSS capabilities that BST has provided to MCIm. MCIm witness Green states that it has requested the information because during OSS presentations at Section 271 proceedings in various states, MCIm discovered that BST's own OSS capabilities "far exceeded the capabilities that BST afforded to ALECs." It is MCIm's position that if it receives information, it will be able to determine the capabilities and information to which it is entitled to under the parity standard.

More specifically, MCIm believes that BST should be required to provide MCIm with a "thorough and systematic disclosure" of BST's OSS systems and databases, including a detailed listing of all OSS systems that BST uses and all technical specifications for each BST system so that MCIm can compare that list to a list of systems that BST provides for MCIm's use. MCIm Witness Green testified that the information should include an explanation of what functions each of the systems performs, how the system performs those functions, what data bases and other systems interact with it, and whether an interface can be built to the system. MCIm Witness Martinez testified that obtaining this information would allow MCIm to determine the functions that BST performs for its own retail operations, and thus MCIm would be able to compare these to the functions available to MCIm. MCIm also requested that BST provide MCIm with a detailed listing of each of the databases that are used by BST's OSS systems, so that MCIm can compare that to the databases already available to MCIm. Finally, MCIm requested a description of each of BST's databases, including a data base layout, so that MCIm can identify the characteristics and information in each database used by BST's OSS.

Witness Martinez acknowledged that none of the provisions of the agreement upon which MCIm relies specifically provides for

MCIm's access to the OSS information requested. Witness Martinez also testified that at the time the agreement was negotiated, MCIm did not envision the need to receive information about BST's OSS systems; however, according to witness Martinez, MCIm decided after the contract was executed that it needed such information in order to ensure that parity existed between the parties' OSS systems. Witness Martinez agreed with BST that MCIm's request for complete information about all of BST's OSS systems is more "a reality check with respect to parity" than information MCIm needs for any services. It is, however, MCIm's position that the OSS disclosure is necessary in order to determine whether the contract is being provisioned at parity.

Both MCIm witness Martinez and BST witness Hendrix agreed, that Part A, Sections 13.1, 13.3, 13.8, are the provisions that require BST to provide parity to MCIm with respect to OSS features, functions and capabilities. Both parties also agree that BST is required under the agreement to provide the OSS features, functions and capabilities to MCIm at a level of quality that is at least equal in quality to that which BST provides to itself or its affiliates. Part A, Section 13.1 provides:

> Except as otherwise provided herein, each party shall perform its obligations hereunder at a performance level no less than the level which it uses for its own operations, or those of its Affiliates, but in no event shall a party use less than reasonable care in the performance of its duties hereunder.

Part A, Section 13.3 provides:

> BellSouth agrees that it will provide to MCIm on a nondiscriminatory basis Unbundled Network Elements and ancillary services as set forth in this Agreement and the operations support systems as set forth in this Agreement. BellSouth further agrees that these services, or their functional components, will contain all the same features, functions and capabilities and be provided at a level of

> quality at least equal to the level which it provides to itself or its Affiliates.

Part A, Section 13.8 provides:

> BellSouth agrees that order entry, provisioning, installation, trouble resolution, maintenance, billing, and service quality with respect to Local Resale will be provided at least as expeditiously as BellSouth provides for itself or for its own retail local service or to others, or to its Affiliates, and that it will provide such services to MCIM in a competitively neutral fashion.

The parties also refer to Attachment VIII, Sections 2.1.1.2, 2.3.1.3, 5.1.1.1, and 5.1.1.2, which set forth additional responsibilities that are required in order for BST to meet its obligations to provide OSS systems at parity with what it provides itself. Although not relied on by either party, Attachment VIII of the agreement also contains several parity provisions. Attachment VIII, Section 2.1.1.2 provides:

> During the term of this Agreement, BellSouth shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCIM to provide at least the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as BellSouth provides itself, its Affiliates, or its own subscribers. BellSouth shall provide MCIM with the same level of ordering and provisioning support as BellSouth provides itself in accordance with standards and performance measurements that are at least equal in quality to the highest level of standards and/or performance measurements that BellSouth uses and/or which are required by law, regulatory agency, or by BellSouth's own

> internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to MCIM under this Agreement.

Attachment VIII, Section 2.3.1.3 provides:

> BellSouth and MCIM shall agree on and implement interim solutions for each interface within thirty (30) days after the Effective Date of this Agreement, unless otherwise specified in Exhibit A of this Attachment. The interim interface(s) shall, at a minimum, provide MCIM the same functionality and level of service as is currently provided by the electronic interfaces used by BellSouth for its own systems, users, or subscribers.

Attachment VIII, Section 5.1.1.1 provides in pertinent part:

> BellSouth shall provide necessary maintenance business process support as well as those technical and systems interfaces required to enable MCIM to provide at least the same level and quality of service for all services for resale, functions, features, capabilities and unbundled elements or combinations of elements as BellSouth provides itself, its subscribers any of its Affiliates or subsidiaries or any other entity...

Attachment VIII, Section 5.1.1.2 provides:

> Until an Electronic Interface is available, BellSouth shall provide access numbers to the state specific TRC (Trouble Reporting Center) based on class of service for MCIM to report

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

BST asserts that it has met its obligations to MCIm under the agreement and the Act by providing MCIm with access to BST's OSS in substantially the same time and manner as BST does for itself. BST witness Stacy testified that the parties' agreement does not permit MCIm to "inspect" BST's OSS and related databases. He stated that BST's internal back office systems are proprietary intellectual property "because they contain software which is trade secret information." Witness Stacy further testified that such information includes BST's marketing and sales information. In addition, witness Stacy testified that there is no provision in the agreement that entitles MCIm to the technical specifications or layouts of BST's proprietary internal operating systems or related databases that are beyond the scope of an ALEC's interfaces to those systems or databases. Witness Stacy opined that such disclosure of BST's OSS and related databases would allow MCIm to use BST's existing intellectual property to develop MCIm's own software for free. Witness Stacy further testified that it is up to this Commission, not MCIm, to review BST's systems and determine whether BST is complying with the parity provisions of the agreement.

According to witness Stacy, BST uses over 400 OSS systems, of which 60 or 70 relate to the five traditional OSS functions: pre-ordering, ordering, provisioning, maintenance and repair, and billing. Witness Stacy testified that the OSS systems that do not relate to the five traditional OSS functions support "marketing or functions that have nothing to do with the five specific FCC functions." Witness Stacy further testified that although it is possible to list the functions that each system performs, what databases and systems it interacts with, and whether an interface can be built to it, it would require that BST produce "hundreds of thousands of pages of documentation." Nevertheless, according to witness Stacy, all of the systems supporting the five OSS functions have been made publicly available in a book that BST prepared for the U.S. Department of Justice (DOJ). Witness Stacy stated that the document submitted to the DOJ describes the BST processes for each OSS function and the systems with which those processes interact. According to witness Stacy, BST's OSS systems use

between 1,000 and 5,000 databases, of which several hundred support the five OSS functions.

BST argued that MCIm does not need to know the full scope and functionality of BST's systems to determine whether or not BST is complying with the parity provisions of the interconnection agreement. Witness Stacy testified that MCIm can determine whether or not parity exists through performance measurements, which BST posts on its website. According to witness Stacy, the performance measurements on BST's website provide a comparison of BST's performance for alternative local exchange carriers (ALECs) with BST's retail performance, where retail analogues exist. In addition, all ALECs, including MCIm, can use the Change Control Process to "proactively" request functionality from BST. According to BST, the Change Control Process was established to facilitate a process for BST and ALECs to manage requested changes and enhancements to electronic interfaces. Witness Stacy testified that participating ALECs may submit changes and request enhancements to the electronic interfaces through this process and they vote on the changes and enhancements.

Conclusion

Based on the foregoing, we believe that the system disclosure requested by MCIm is not required and goes beyond the scope of the parties' Interconnection Agreement. Although such disclosure would benefit MCIm, even MCIm admits that the disclosure that it is requesting was not contemplated during the negotiation of the agreement. We do not believe that the agreement contemplated any need for BST to transfer its intellectual property to MCIm "as a reality check" on questions of parity. Accordingly, we deny MCIm's request and determine that BST has provided MCIm with information about BST's OSS and related databases in compliance with the parties' Interconnection Agreement.

IV. REGIONAL STREET ADDRESS GUIDE (RSAG)

In its complaint, MCIm alleges that BST has failed to provide a download of the Regional Street Address Guide (RSAG) database in compliance with the parties' Interconnection Agreement. MCIm requests that BST be ordered to provide a download of the RSAG database and a description of the database. It is BST's position

that it is only required to make RSAG data available through an electronic interface, which it has done through the Local Exchange Navigation System (LENS) and EC-Lite.

BST witness Stacy testified that the RSAG database, sometimes referred to as the Street Address Guide (SAG), is a database containing information that can be used to perform address validations. Witness Stacy also testified that the RSAG database is used to determine by lot number whether a specific street address, by lot number, is valid. In addition, witness Stacy testified that RSAG identifies the serving central office assigned to the address and provides information about the status of available facilities at the particular address. For example, according to witness Stacy, RSAG indicates whether or not Quick Serve, which is discussed in a later portion of this Order, is available at a dwelling unit; however, RSAG does not provide the customer name, because this is a database of addresses and facility availability only.

The parties agree that the controlling provisions of the Interconnection Agreement with regard to RSAG information are Attachment VIII, Sections 2.1.3.1, 2.3.2.5, and the chart on page 93 of the agreement. Attachment VIII, Section 2.1.3.1 provides as follows:

> Within thirty (30) days after the Effective Date of this Agreement, BellSouth shall provide to MCIm the SAG data, or its equivalent, in electronic form. All changes to the SAG shall be made available to MCIM on the same day as the change to the data is made.

In addition, Attachment VIII, Section 2.3.2.5 provides that:

> At MCIM's option, BellSouth will provide MCIM the capability to validate addresses by access to BellSouth's Regional Street Address Guide (RSAG) via dial-up or LAN to WAN access. Implementation time frames will be negotiated between the parties.

Finally, the chart on page 93 of Attachment VIII of the agreement provides that BST will provide all Street Address Guide Information to MCIm on a one-time-only basis via an electronic interface. In addition, the chart provides that BST will provide changes to the Street Address Guide information on the same day as the changes occur via an electronic interface.

MCIm witness Martinez testified that Section 2.1.3.1 refers to BST's providing MCIm with a one-time transfer occurrence of the full complete RSAG data and that Section 2.3.2.5 allows MCIm to have online access to the data. Specifically, witness Martinez opines that the existence of the provision covering online access demonstrates that the parties intended it to confer rights distinct from, and in addition to, the right to an electronic download provided in Section 2.1.3.1.

Further, witness Martinez testified that the chart on page 93 of Attachment VIII of the agreement requires BST to provide MCIm with the RSAG information on a "one-time only" basis and that any changes to the database are to be provided on the same day as the changes occur. Therefore, according to witness Martinez, the agreement requires BST to provide MCIm with a one-time download of RSAG.

As stated above, BST agreed with MCIm on which provisions of the agreement control the RSAG data; however, BST disagreed with MCIm's interpretation of those provisions. BST witness Hendrix testified that providing MCIm with the RSAG information on a one-time basis was to be accomplished through an electronic interface on which the parties were unable to reach an agreement. Witness Hendrix also testified that BST was willing to make the database available to MCIm, but that MCIm had to develop a way to electronically interface with BST's database in order to access the data and reproduce it in whatever manner it deemed appropriate. According to witness Hendrix, MCIm could then update this information on a regular basis through the electronic interface. Witness Hendrix also testified that BST was willing to work with MCIm to develop such a capability for MCIm, if MCIm would be willing to pay for it. Witness Hendrix further stated that Section 2.3.2.5 allows MCIm to access BST's RSAG database via dial-up or LAN to WAN access. According to witness Hendrix, LENS and ICREF

(Interexchange Carrier Reference Validation), which are both available to MCIm, already provide such access to RSAG.

Although MCIm witness Green agreed with BST that LENS and ICREF provide real-time electronic access to RSAG, he argued that these interfaces do not comply with the agreement. According to witness Martinez, section 2.1.3.1 required BST to provide the RSAG data, not access to the RSAG data, within 30 days of the effective date of the agreement, so that MCIm could begin developing its address validation capabilities. Witness Martinez opined that Section 2.3.2.5 of the agreement was negotiated so that MCIm would have an additional way to obtain access to the RSAG data until its address validation capabilities were developed. MCIm witness Green testified that neither LENS nor ICREF provides the RSAG data to MCIm in a manner which allows MCIm to integrate the pre-ordering and ordering functions. Witness Green also testified that LENS and ICREF only provide RSAG information on a "transaction-by-transaction" basis, one address at a time. He further testified that although access via LENS and ICREF allows MCIm to retrieve the address validation information from RSAG, MCIm must then retype this information into MCIm's system, which creates the potential for errors. Witness Green opined that MCIm needs, and is entitled to, a download of the RSAG with periodic updates so that MCIm can build its front-end systems to electronically populate information into its orders, thus integrating the pre-ordering and ordering functions. Further, according to witness Green, with the RSAG download and updates, MCIm could reduce errors and rejected orders by eliminating the need to retype information.

We note that prior to our decision herein regarding the RSAG data download, the Georgia Public Service Commission, in a generic OSS proceeding, ordered BST to provide a download with periodic updates of the RSAG to any requesting ALEC. According to witness Stacy, a download of the entire database was scheduled to be provided to MCIm by the end of September, 1998. Therefore, our ruling on the provision of the database may be moot; however, the Georgia Commission has a separate docket open to determine the cost of providing the RSAG database.

The cost of providing a download of the RSAG database is also at issue in this docket. Both parties agreed that their agreement does not provide a cost for the RSAG data. According to MCIm, if

a price had been anticipated, it would have been included in the parties' agreement. Witness Martinez testified, and BST agreed, that BST provided MCIm with the Metropolitan Street Address Guide (MSAG) database within 30 days of the agreement's effective date at no cost to MCIm. Witness Martinez opined that the RSAG database falls into the same category as the MSAG database and therefore, BST should be required to provide the RSAG at no cost to MCIm.

BST witness Stacy testified that BST provided MCIm with the MSAG database at no cost because that particular database was already in a format that can be downloaded. According to witness Stacy, MSAG was designed for E911 database validation, so that in an emergency an emergency dispatcher can quickly find an address. Further, witness Stacy stated, the MSAG database provides a range of valid house numbers on a street, and therefore is not as precise or voluminous as RSAG which provides individual data for every valid house number on a street. Witness Stacy also testified that it is expensive to develop the capability to download the RSAG for two reasons: (1) BST must write a complex software program to extract the data from twelve different computers and put that information into a single file; and (2) BST must set up a continuous process to extract the updates and transmit them to MCIm. Witness Stacy stated that this would require BST to invest in disk storage space, machine hardware and employees to support the ongoing transmittals to MCIm.

BST witness Hendrix testified that the parties did not discuss the cost of providing the RSAG database to MCIm, because MCIm was to provide the electronic vehicle to gain access to the RSAG database. Witness Hendrix stated that if MCIm wanted BST to develop that capability, then MCIm should make a bona fide request to BST, so that BST could determine the cost. Nevertheless, according to witness Hendrix, in response to MCIm's request for the RSAG database, BST did send MCIm a letter detailing the price to develop and provide the RSAG download to MCIm. The letter, dated December 2, 1997, provides BST's preliminary estimate of the cost to build and maintain the RSAG data delivery system. The costs include $30,000 for the development of the project plan, time lines, and final price, which would count towards the overall price of the project. The letter provides that the total startup cost is $538,030, with a monthly recurring charge of $8,650. The letter

provides that the final price for the project would be within plus or minus 15 percent of the estimate.

In a letter dated December 16, 1997, MCIm rejected this offer and replied that the parties' interconnection agreement entitled MCIm to receive a download of the RSAG at no cost. Witness Green requested that BST comply with the agreement by immediately providing MCIm with the RSAG download.

Conclusion

Upon review of the agreement and the testimony and evidence in this proceeding, we conclude that BST is not in compliance with the Interconnection Agreement. The terms of that agreement require BST to provide MCIm with a download of the RSAG database; however, we believe that the parties should negotiate in good faith the appropriate subset of the database to be provided. This subset should exclude any BST proprietary information, but include at a minimum all of the Florida address validation and facility availability data. In addition, BST shall provide subsequent updates to the RSAG database on the same day as the changes occur. Further, we find no language in the contract that requires MCIm to pay for the RSAG data. Accordingly, we find it appropriate to require BST to provide the RSAG database and updates to MCIm at no cost to MCIm.

V. DUE DATE CALCULATION

It is MCIm's position that BST has failed to meet the parity provisions of the agreement in providing due date calculations for customer service orders. It is BST's position that it has provided MCIm with access to due date information and functions in substantially the same time and manner as BST provides to itself.

Both parties agree that Attachment VIII, Section 2.2.4.3 addresses due dates. That section provides that BST will supply MCIm with due date intervals to be used by MCIm personnel to determine service installation dates. Both parties also agree that BST has provided MCIm with a paper copy of the due date intervals.

MCIm witness Green testified that the due date function is used by customer service representatives to tell a customer when he

or she can expect to have service. Witness Green opined that in order to provide this information accurately to the customer over the phone, the customer service representative must be able to access due date information electronically through an application-to-application interface and then submit an order electronically that is immediately processed by BST. According to witness Green, BST has this capability itself, but has not provided it to MCIm.

Both MCIm witness Green and BST witness Stacy agreed that LENS and EC-Lite do not calculate due dates for unbundled network element (UNE) orders. It is MCIm's position that it relies on a UNE-based entry strategy, and BST has not provided it with any means to electronically calculate due dates for UNE orders. In addition, witness Green testified, BST has failed to provide MCIm with the same due date calculation capabilities under a resale strategy as BST has for itself. According to witness Green, BST relies on the fact that it has provided MCIm with access to the Direct Order Entry Support Application Program (DSAP) database, which is the same database BST uses for generating due date information; however, an ALEC may only access DSAP when an ALEC uses EC-Lite or LENS for ordering. Therefore, witness Green testified, if MCIm were to use LENS in the pre-ordering inquiry mode, MCIm would have to manually calculate a due date. In order to do that MCIm's customer service representatives would have to look at installation intervals, normal working days, days that a particular end office may be closed, compare that information to a calendar, and then calculate the due date. Witness Green stated that by the time MCIm does all that and submits the order, the calculated due date may no longer be available. According to MCIm, it cannot reliably quote this date to its customer using this method.

Witness Green testified that MCIm plans to use the Electronic Data Interface (EDI) for ordering. Thus, since it does not use either EC-Lite or LENS for ordering, MCIm will not have access to BST's due date calculation function. Witness Green opined that when using EDI to place orders, MCIm has no way of gaining calculated due date information in advance of submitting orders to BST. Rather, in order for MCIm to calculate a due date for an UNE order, MCIm must rely upon the paper interval that BST provides to MCIm, and the firm order confirmation (FOC) date that indicates when service is expected to begin. Witness Green testified that in

cases where the paper interval and the FOC dates do not coincide, MCIm must rely on the FOC date.

According to witness Green, BST's Regional Negotiation System (RNS) and Direct Order Entry (DOE) System calculate due dates based on such factors as the availability of BST's work force, and the type and size of the customer's order. Witness Green testified that when the due date is calculated in RNS, the customer service representative sees a calendar that highlights the first available due date in the color green. Witness Green further testified that while BST's systems actually calculate the available due dates, the only dates calculated in LENS are the dates that are not available. Therefore, an ALEC customer service representative must determine which dates are available. In addition, according to witness Green, BST's systems integrate the pre-ordering and ordering functions; thus BST's orders flow "immediately from pre-ordering to ordering," so that the due date calculation will not have changed by the time the order is submitted. Witness Green opines that because of the integrated pre-ordering and ordering, the BST customer service representative, unlike the MCIm customer service representative, is able to confidently quote a due date over the phone to the customer.

BST witness Stacy agreed that BST obtains due date information for residential customers using RNS and for business customers using DOE. Witness Stacy also agreed that these systems integrate the information needed to calculate a due date, and that RNS produces that information on a calendar that highlights the first available due date in green. According to witness Stacy, both systems send an inquiry to and receive a response from BST's DSAP, which contains due date information. Witness Stacy testified that the DSAP database is the same database that calculates due dates for MCIm. Further, witness Stacy stated that the DSAP database provides both BST and MCIm with information such as: the work schedule for the central office associated with the end user customer's address, the intervals in days for services requiring a premises visit, and any dates closed by BST's network organization for work load or other reasons.

Witness Stacy admitted that LENS only calculates due dates in the firm order mode. However, witness Stacy stated, if an ALEC chooses not to use LENS for both the pre-ordering and ordering

functions, the ALEC may manually calculate a due date itself, using the pre-ordering inquiry mode of LENS. Witness Stacy testified that in order to calculate a due date in the inquiry mode of LENS, the ALEC service representative must know the customer's telephone number and the products and services selected by the customer. According to witness Stacy, an ALEC can view the DSAP installation calendar in the inquiry mode of LENS and use the customer's telephone number and product and services information to manually calculate the due date, or an ALEC can do the programming to build the capability to calculate due dates on its side of the interface. Witness Stacy further stated that MCIm may also use LENS CGI or EC-Lite to integrate the due date information from these interfaces with the EDI ordering interface and with MCIm's own internal systems. Witness Stacy testified that the Cannon Graphical Interface (CGI) specification is a program that allows MCIm to move data between the LENS server and either MCIm's internal systems or the EDI ordering interface. It was witness Stacy's testimony that BST has provided MCIm with the CGI specifications and the information needed for MCIm to integrate the due date calculation information into its own systems, as BST has done for its own retail operations.

MCIm witness Green testified that the ECIC Committee has recently approved the EDI TCP/IP SSL3 protocol as one of two national standard pre-ordering interfaces. It is his opinion that once the pre-ordering EDI TCP/IP SSL3 interface is developed and integrated with the national standard EDI ordering interface, and if access to DSAP is incorporated into EDI TCP/IP SSL3, then MCIm should have the same due date calculation capabilities as BST. Witness Green further stated that until such capability is operational, the inquiry mode of LENS could be used as an interim interface to calculate due dates; however, according to witness Green, LENS should calculate due dates exactly as they are calculated for BST's customer service representatives, and it should also provide due dates for UNEs.

BST witness Stacy testified that BST is developing an electronic due date calculation function in the inquiry mode of LENS that should be available by December 30, 1998. In addition, witness Stacy stated, BST will replicate the same due date capability in both the Common Object Request Broker Architecture (CORBA) and EDI TCP/IP SSL3 interfaces when they are developed.

According to witness Stacy, this capability will provide functionality equivalent to the due date functionality in RNS; however, BST will not provide ALECs with integration of the data or display the data as done in RNS.

Conclusion

Upon review of the testimony and evidence in the record, we find that BST has failed to provide MCIm with due date calculations for service order requests from customers in compliance with the parity standard of the parties' Interconnection Agreement. Accordingly, we find it appropriate to order BST to provide MCIm with the ability to calculate due dates in the inquiry mode of LENS and to provide a due date calculation function for UNEs in LENS. Further, we urge the parties to ensure the inclusion of a due date calculation function, including the calculation of due dates for UNES in the national standard interfaces being developed. These interfaces should integrate data from the interval table with the scheduling table to produce available due dates in the same manner as BST has done for itself.

VI. NUMBER RESERVATION

It is MCIm's position that BST has not provided MCIm with parity in the reservation of telephone numbers or in access to NXX information. MCIm has requested that we order BST to provide MCIm with the ability to reserve the same number of telephone numbers per order as BST, and to provide MCIm with the same NXX information as provided to BST representatives. It is BST's position that it has provided MCIm with telephone numbers and associated information in substantially the same time and manner as BST's access for its retail customers.

MCIm witness Martinez testified that under the parity provisions of the Interconnection Agreement, BST has a responsibility to provide nondiscriminatory access to the telephone number assignment function, and BST must provide MCIm with the same capabilities with respect to telephone number assignment that BST provides to itself. Witness Martinez testified that Attachment VIII, Section 2.1.8 requires BST to assign telephone numbers to MCIm upon request. According to MCIm, BST has failed to provide

parity in access to telephone numbers and telephone number information.

MCIm witness Green testified that BST's RNS and DOE systems integrate the pre-ordering telephone number reservation function with the ordering function, but that the same capability is not available to MCIm. According to witness Green, LENS provides access to telephone numbers from BST's ATLAS (Application for Telephone Number Load Administration and Selection) database, but LENS does not allow MCIm to integrate the telephone reservation function with its EDI ordering system. Therefore, MCIm must enter telephone number information into two systems, instead of one integrated system like BST. Witness Green also testified that LENS only allows it to reserve a maximum of six telephone numbers at a time, whereas BST's RNS system allows BST to reserve a maximum of 25 numbers at a time. Thus, in order to reserve 25 numbers, an MCIm representative must go to the inquiry mode of LENS five different times to order 25 numbers. Further, witness Green testified, BST's RNS system automatically selects a telephone number which can be offered to the customer; this capability does not exist in LENS. Finally, according to witness Green, LENS does not allow MCIm to view a list of the NXX codes available to a customer, although both RNS and DOE allow BST customer service representatives to easily view such codes. Witness Green concluded that without these capabilities MCIm service reps cannot offer customers a choice of numbers at parity with BST.

BST responded that ALECs perform telephone number selection through LENS and EC-Lite similar to the way BST performs telephone number selection using RNS and DOE. According to BST witness Stacy, ALECs send an inquiry to, and receive a response from, the same ATLAS database that BST's RNS and DOE systems access. Witness Stacy testified that the database provides the same telephone number information to both ALECs and BST. In addition, witness Stacy testified that EC-Lite allows ALECs to reserve 25 numbers at a time, just as BST's RNS and DOE systems. However, later in his testimony, witness Stacy stated that the DOE system allows BST representatives to reserve 10 numbers at a time, with a maximum limit of 1,000 numbers. Witness Stacy opined that although LENS only allows ALECs to reserve 6 numbers at a time, an ALEC can return to the inquiry mode of LENS for an unlimited number of times

per session. Thus, BST contends, ALECs using LENS can actually reserve more telephone numbers per order than BST.

With respect to MCIm's claim that its representatives cannot view NXX codes, BST responded that although an MCIm representative using LENS cannot view a list of NXX codes, LENS and EC-Lite return a selection of telephone numbers, which includes different available NXX codes. Witness Stacy testified that BST did not include this capability in LENS because the NXX data is not found in the ATLAS database where telephone numbers reside. According to witness Stacy, the NXX information is available to MCIm in the Local Exchange Routing Guide (LERG) which is available in both paper and electronic form from Bellcore. Therefore, witness Stacy stated, if MCIm wants to view a list of NXX codes, it is MCIm's responsibility to build such a capability. Witness Stacy also testified that BST developed a software capability in RNS which automatically selects a telephone number from the ATLAS database when a customer contact is initiated that is likely to require a new telephone number. Witness Stacy opined that MCIm can develop a similar capability for its own OSS systems using either the CGI LENS interface or the EC-Lite interface. He also stated that this capability is not available in DOE.

Conclusion

Upon review of the testimony and evidence in the record, we believe that BST has failed to provide MCIm with access to telephone numbers and telephone number information in compliance with the parity provisions of the Interconnection Agreement. As stated in an earlier portion of this Order, the Interconnection Agreement requires BST to provide nondiscriminatory access to the OSS features, functions and capabilities at a level of quality that is at least equal in quality to that which BST provides to itself. BST has not done this for number reservations. Accordingly, we find it appropriate to order BST to modify the LENS interface to provide the same telephone number reservation capability provided to BST's representatives in RNS and DOE, i.e., the ability to reserve 25 numbers at a time. BST shall also provide MCIm with the capability to automatically assign a new telephone number to a customer who requires one. BST shall also make available a list of the vacant NXX codes in LENS, so that MCIm's customer service

representatives can offer MCIm's customers the same level of choice as BST representatives offer BST's customers.

VII. UNIVERSAL SERVICE ORDER CODES (USOCs)

Universal Service Order Codes (USOCs) and Field Identifiers (FIDs) are an integral part of the ordering and billing functions. Although it is undisputed that BST has now provided MCIm the USOCs in a usable electronic format, MCIm also seeks to have a FIDs file with descriptions, together with the information on the states in which USOCS are valid. It is MCIm's position that it is entitled to this information based on the parity provisions of the Interconnection Agreement. It is BST's position that it has provided MCIm with access to USOCs in substantially the same manner as it does for itself.

MCIm witness Martinez testified that MCIm is entitled to USOC information per the parity provisions of its Interconnection Agreement with BST. The parity provisions that MCIm relies upon are Part A, Sections 13.1, 13.3, 13.8, and Attachment VIII, Sections 2.1.2, 2.3.1.3. In addition, witness Martinez relied on Attachment VIII, Section 3.2.5 of the agreement, which states:

> BellSouth shall separately identify, via USOCs, business charges from residence charges, as appropriate, and shall assign a specific adjustment or reference number provided by MCIm to each adjustment and credit included on the Connectivity Bill.

BST uses USOC codes on the connectivity bill to designate the charges to MCIm. According to MCIm, in order for BST to render a connectivity bill to MCIm, MCIm must first submit an order to BST, and that order must have had the appropriate USOC which is then carried forward to the connectivity bill. Therefore, witness Martinez testified, USOCs are the "prime driver" of orders to BST because they are both the language of orders to BST and connectivity billing by BST. For this reason, MCIm argues that it must have USOC information at parity with BST.

BST witness Hendrix responded that BST has no obligation to provide USOCs to MCIm. He testified that the Interconnection

Agreement between the parties does not discuss USOCs, and therefore BST is not required to provide MCIm with access to USOCs. Nevertheless, witness Hendrix stated, BST has made USOCs available to MCIm.

MCIm witness Green and BST witness Stacy agreed that in order to place a valid order, customer service representatives must have the correct USOC for the product being ordered, along with any applicable FIDs, and they must also know whether the USOC is valid for the state in which they are ordering. In addition, both parties agreed on the definitions of USOCs and FIDs. USOCs identify a specific product and act as an ordering code for that product, and FIDs are information that modify the usage of a USOC. For example, a USOC code for a single line residential service order may be modified with a FID, such as the customer's primary interexchange carrier. Both parties also agreed that USOC and FID errors are one of the most common causes of ALEC rejected orders.

It is MCIm's position that BST has not made all of the information related to USOC codes available to MCIm in a usable format. At the time of filing this complaint, MCIm stated that BST had provided it with a paper version, as well as an electronic version on the web, of the Local Exchange Ordering (LEO) Guide. According to MCIm, the LEO Guide provides MCIm with USOC codes, FID information, and it identifies the states in which the USOCs are valid; however, witness Green testified that the paper version of the LEO Guide does not contain all of the USOCs, and the electronic version on the web was created in an Adobe Acrobat format which prevents MCIm from being able to download, parse and create a database of the USOC, FID and state validity information. MCIm states that it asked BST to provide USOC, FID and state validity information in a comma spaced value format, so that MCIm could build its own database, and thus be able to place accurate orders to BST at parity with BST's representatives.

MCIm witness Green and BST witness Stacy agreed that on June 8, 1998, BST made USOCs available to ALECs in a downloadable comma space value format on BST's web site. According to witness Green, the comma spaced value format allows MCIm to download the USOC information and incorporate it into MCIm's systems; however, BST created the USOC, FID and state validity information in two separate database files. One database file contains the USOC

information, while the other database file contains the FID and state validity information. Therefore, witness Green states, MCIm now also needs FID and state validity information in a similar comma-spaced value (CSV) format, in order to download this information from BST's web site and use it to correlate FID and USOC information in its own database. Without that information in the comma-spaced value format, MCIm must go to multiple places to accurately assemble all of the information necessary to place an order.

BST witness Stacy testified that BST has provided USOCs to MCIm in substantially the same manner as it does for itself. Witness Stacy also testified that BST uses RNS for residential customers and DOE for business customers to obtain USOC information. Witness Stacy further testified that via RNS or DOE, USOC information is obtained from the Product/Services Inventory Management System (P/SIMS) and Central Office Features File Interface (COFFI) databases.

According to witness Stacy, MCIm may obtain USOC information through LENS or EC-Lite. Witness Stacy testified that both of these interfaces obtain USOC information from the P/SIMS and COFFI databases, just as BST's RNS and DOE interfaces do. In addition, witness Stacy testified, USOC and FID information have been provided to MCIm through the LEO Guide, in both paper format and electronically on the web site, and through the SOER (Service Order Edit Routine) edits which are also located on the web site. Further, witness Stacy stated, BST has made two work aids available on its web site to help ALECs order simple and complex services. According to witness Stacy, these work aids were designed for ALECs that use manual ordering processes, but they could also be used by ALECs that use electronic interfaces. The work aids provide USOC and tariff reference matrices. Witness Stacy concluded that for these reasons, BST believes that it has met its obligations under the Interconnection Agreement.

According to witness Stacy, BST's RNS system contains an electronic copy of the SOER edits. Witness Stacy testified that BST built the SOER edits into RNS so that the USOC and FID information is applied to the order before it is sent downstream. Witness Stacy further testified that BST's representatives do not have the choice of freely typing anything, such as USOC codes, in

RNS; rather, the BST representative uses a "check the box system" which generates the proper USOC and FID information for orders. Witness Stacy testified that this capability does not exist in LENS or EC-Lite. It was his opinion that MCIm could either develop its own mechanized comparison of USOC and FID information or it could cross-reference the USOC database with the LEO implementation guide.

Although BST takes the position that it has no obligation to provide USOC code information to MCIm, witness Stacy testified that BST has provided MCIm with USOCs in a CSV format, and BST is currently developing the capability to provide FID and state validity information in a comparable format. Witness Stacy testified that although BST is developing this capability, it does not exist today, and there is no projected schedule for completing it.

Conclusion

Upon review of the testimony and evidence in the record, we find that BST has failed to comply with the parity provisions of the Interconnection Agreement by not providing MCIm with sufficient information related to the FID and state validity information. We believe that in order for BST to be in compliance with the parity provisions of the agreement, BST must provide MCIm with sufficient information for to build its back office systems. In addition, we do not believe that the Adobe Acrobat format provides MCIm with the capability to create a usable database of the USOC, FID and state validity information. Accordingly, we find it appropriate to order BST to provide MCIm with the FID and state validity information in the same comma-spaced value format that BST currently provides to MCIm for USOCs.

VIII. CUSTOMER SERVICE RECORD (CSR) INFORMATION

It is MCIm's position that the Customer Service Record (CSR) information provided to ALECs should include complete information, including pricing and calling card information. MCIm alleges that BST has failed to provide nondiscriminatory access to all CSR data contrary to the Interconnection Agreement. In addition to the parity provisions set forth in an earlier portion of the order,

Section 2.3.2.3 of the Agreement sets forth the requirements for CSR information, as follows:

> BellSouth shall provide MCIm with customer service records, including without limitation Customer Proprietary Network Information (CPNI), except such information as BellSouth is not authorized to release either by the customer or pursuant to applicable law, rule or regulation.

Witness Green testified that BST thus must provide MCIm with "access to all CSR information, except such data as BellSouth can prove it is not authorized to release" as set forth in Section 2.3.2.3.

MCIm argued that BST has violated the parties' Interconnection Agreement because BST has not provided all of the information contained on a CSR, such as pricing information and a customer's calling card information. Witness Green testified that after initially providing pricing information on CSRs, BST unilaterally removed pricing information from CSRs provided to ALECs. MCIm witness Green also testified that such pricing information is not proprietary, but consists of actual BST tariffed rates that are public information. Witness Green further testified that in addition to violating the agreement, excluding pricing information from CSRs makes the pre-ordering process more expensive and time-consuming for MCIm, and all ALECs.

With regard to calling card information, witness Green testified that MCIm needs to know the number of calling cards associated with the account, and to whom the calling cards are assigned. Further, witness Green explained, easily obtainable pricing information is necessary for several reasons: (1) MCIm needs the information in order for MCIm's marketing and sales staff to accurately determine with a customer what he or she is currently paying for products and services today; (2) the information would allow MCIm to quickly audit its bills from BST to determine if BST is applying the appropriate resale discount rate; and (3) the information allows MCIm's marketing and sales force record the CSR pricing information in a database. Witness Green also testified that the Georgia Public Service Commission recently rejected

arguments similar to those made by BST in this proceeding and ordered BST to provide pricing information on CSRs to ALECs. In addition, MCIm has requested that BST provide CSR schema or record layout be provided in order for the data to be in a usable format. MCIm uses CGI LENS specifically for obtaining CSR information. MCIm contends, however, that the CGI specifications do not provide MCIm with enough information to integrate the CSR information that MCIm receives from BST's system into MCIm's ordering systems. Witness Green testified that MCIm has incorporated the CGI specifications into MCIm's systems, giving MCIm the capability to retrieve CSRs from BST's systems and display this information on a screen. MCIm claims, however, that it is not able to incorporate that information into a usable database where the data can be parsed.

It is BST's position that although there have been a number of changes to the CGI specifications, BST has provided MCIm with the information needed to develop CGI for processing CSR data. According to witness Stacy, the CGI specifications, coupled with LENS, allows MCIm to integrate the LENS pre-ordering interface with MCIm's ordering interface. Witness Stacy further testified that CGI LENS allows MCIm to parse CSRs in a fashion similar to the way BST's RNS system parses CSRs; therefore, a schema is not required in order for MCIm to parse a CSR.

According to BST, retail pricing information is not necessary for ALECs to order, provision, or bill for services, and ALECs are thus not entitled to such information under the Act. BST also contends that the Interconnection Agreement does not require BST to provide its retail pricing information on CSRs. Witness Stacy testified that BST is not obligated, nor should it be required, to provide MCIm with BST's proprietary marketing information which is "inherent in pricing data at the customer level." Witness Stacy states that although BST included pricing information on CSRs when LENS was first released, BST has subsequently stripped this information off of LENS because of the "marketing value of that data." Witness Stacy testified that the pricing data is not proprietary by itself, because BST's retail rates are publicly available in BST's tariffs. Nevertheless, according to Stacy, the "proprietary sense is the packaging of the entire record of the customer with the pricing data as a marketing tool." He concluded that if an ALEC wants BST's retail pricing information integrated

with the CSR, it can develop its own program to integrate the pricing information from BST's tariffs with the CSR.

Conclusion

Upon review of the testimony and evidence in the record, we believe that BST is required to provide pricing information on CSRs. As stated by both parties, pricing information is not proprietary information, but simply tariffed rates that are public records. In addition, MCIm cannot randomly search CSRs for select customers. Attachment VIII, Section 2.3.2.3.1.3 of the agreement requires MCIm to obtain the customer's permission before accessing a CSR. Further, as stated above, Attachment VIII, Section 2.3.2.3 requires BST to provide MCIm with CSR information, except such information that BST is not authorized to release either by the customer or pursuant to applicable law, rule or regulation. Therefore, since no exception was made for pricing information in the agreement, we believe that the contract requires BST to provide pricing information on CSRs. Further, we note for clarification that the pricing information being requested does not include pricing information contained in contract service arrangements (CSAs), since pricing information for CSAs is not found in CSRs. It is only found in the contract arrangements themselves.

There is insufficient evidence in the record to determine whether or not a CSR can be parsed. While MCIm claims that BST has not provided it with sufficient information to develop such a capability, BST claims that the specifications have been provided. Nevertheless, since BST's RNS system has the ability to parse CSR information, we believe it is appropriate to require BST, in order to be in compliance with the parity provisions of the agreement, to provide MCIm with a schema of the CSR. This will provide MCIm the ability to develop the capability to parse and use such information.

IX. JEOPARDY NOTIFICATION

Service jeopardy occurs when BST cannot meet a due date for service for an MCI customer, or when the customer misses an appointment. It is MCIm's position that BST has failed to provide electronic notification for all service jeopardies in compliance with the agreement. MCIm believes that we should require BST to

provide MCIm with commercially functional electronic data interface (EDI) support for service jeopardy notification. It is BST's position that it has provided MCIm with service jeopardy notification via LENS and facsimile, depending on the type of electronic interface used for ordering.

MCIm witness Martinez testified that under the Interconnection Agreement, BST must provide jeopardy notification to MCIm at parity with what it provides to itself. In addition to the parity provisions of the Agreement, Attachment VIII, Section 2.2.9.1 of the agreement provides:

> BellSouth shall provide to MCIM notification of any jeopardy situations prior to the Committed Due Date, missed appointments and any other delay or problem in completing work specified on MCIM's service order as detailed on the FOC.

Both parties agree that this provision of the agreement requires BST to notify MCIm of service orders that are in jeopardy. In addition, the chart on page 97 of Attachment VIII of the agreement provides that BST will provide MCIm with delay notification via the long term electronic interface, which was to be implemented by January 1, 1997. (According to BST witness Hendrix, delay notification has the same meaning as jeopardy notification.) Further, BST witness Hendrix agreed that BST is required under this section of the agreement to provide MCIm with real-time access to jeopardy notification via an electronic interface.

MCIm witness Green testified that BST classifies jeopardies into two categories: missed appointment jeopardies and service jeopardies. According to witness Green, BST agreed to automate missed appointment jeopardies via EDI, in advance of industry standards, but in fact BST has refused to automate service jeopardies in advance of industry standards.

BST witness Stacy agreed that it created a process, in advance of national standards, to transmit electronic notification of missed appointment jeopardies via EDI. He testified that BST was able to mechanize this process easily because there is a single

reason for such jeopardies; however, much work would be required by BST and any interested ALEC to develop electronic notification of service jeopardies via EDI in advance of industry standards. Witness Stacy also testified that BST is in compliance with the parties' interconnection agreement for service jeopardy notification. ALECs are notified by phone, fax or via the LENS interface that a service jeopardy has occurred, depending on how an ALEC submits an order to BST.

MCIm contends that when BST is unable to meet a due date for some internal reason, it immediately populates such information into its systems. Witness Green testified that BST may know well in advance of MCIm that a problem exists on an MCIm order, but waits until the day that service is to be established to inform MCIm via phone or fax. According to MCIm, BST, while working an order, should be able to identify a problem far enough in advance that MCIm can be notified in time to contact its customer. Witness Green testified that this is especially important with business customers, because multiple parties, including CPE vendors, may be involved in the installation of service. According to witness Green, MCIm needs electronic notification of service jeopardies so that it can update and track its orders and eliminate the manual process.

Witness Stacy testified that BST is providing service jeopardy information to MCIm at parity with itself. He stated that the same groups that handle service jeopardies for BST's retail orders handle service jeopardies for ALEC orders. According to witness Stacy, there is no single method for service jeopardy notification within BST and there is no single organization within BST that is responsible for handling service jeopardies. Witness Stacy described in considerable detail how service jeopardies are processed differently depending on the circumstances that cause the service jeopardy.

MCIm witness Green testified that in order for MCIm to implement electronic notification of service jeopardies via EDI, it must first acquire the code specifications and business rules from BST. The business rules set forth BST's procedures and requirements for operations. According to witness Green, once MCIm receives the business rules from BST, MCIm can map the code specifications into the EDI interface, and then test the

functionality across the interface to BST. MCIm states that the code specifications would identify the specific reason for the service jeopardy, such as no facilities available, by numbers or letters. Witness Green explained this as a "Morse Code definition" of what happened to your order. He testified that although MCIm is requesting interim codes in advance of the national standard, the industry standard for service jeopardies via EDI is not scheduled for vote at the ECIC Committee until the first quarter of 1999. Once approved, it could take as long as six months to implement. Therefore, witness Green concluded, if BST and MCIm must rewrite and recode their respective sides of the EDI interface when the national standard is adopted, it could conceivably take a year.

Witness Stacy testified that BST is willing to look into the development of electronic notification of service jeopardies via EDI before the establishment of an industry standard; however, this could not be a unilateral effort by BST. It would require each interested ALEC to program the codes on their respective side of the EDI interface. Witness Stacy further testified that this interim change to EDI should be done through the Electronic Change Control Process, which went into effect on May 15, 1998.

According to witness Stacy, the Electronic Change Control Process "defines how BellSouth and ALECs will manage requested changes and enhancements to the ALEC electronic interfaces." He stated that participating ALECs, which include MCIm, may submit changes and request enhancements to the electronic interfaces through this process. Participating ALECs who use the interface vote on the changes and enhancements. According to witness Stacy, the Change Control Committee recently received a request to develop an electronic EDI notification of service jeopardies. He also testified that because development is required by each ALEC wanting EDI jeopardy notification, this EDI change should be handled through the Change Control Process. Witness Stacy stated that all parties involved must agree on the information that is provided on the electronic service jeopardy notification, such as the codes to use, prior to BST developing software. Witness Stacy further testified that in conjunction with BST's efforts, interested ALECs will have to write complementary software on their side of the EDI interface, so that the data can flow across the interface. Finally, he stated that as the national standards are adopted ALECs will have to rewrite and recode their side of the interface.

Conclusion

Upon review of the evidence and the testimony of the parties, we believe that BST has failed to provide MCIm with service jeopardy notification in compliance with the parties' Interconnection Agreement. As stated above, Attachment VIII, Section 2.2.9.1, requires BST to provide MCIm with notification of any jeopardy situation prior to the committed due date. In addition, the chart on page 97 of Attachment VIII, requires BST to provide MCIm with jeopardy notification via an electronic interface. Accordingly, we find it appropriate to order BST to provide MCIm with both missed appointment and service jeopardy notification via EDI.

X. FIRM ORDER CONFIRMATIONS (FOCs)

It is MCIm's position that BST has failed to provide Firm Order Confirmations (FOCs) within the time periods specified in the Interconnection Agreement. BST believes it has provided MCIm with appropriate FOCs.

According to BST witness Milner, an FOC is a "notification sent to ALECs confirming that a correct and complete local service request has been received and accepted." Although the Interconnection Agreement between MCI and BST does not define an FOC, Section 2.2.6 of Attachment VIII, lists the information contained in a FOC. This section states:

> BellSouth shall provide to MCIm, via an electronic interface, a Firm Order Confirmation (FOC) for each MCIm order provided electronically. The FOC shall contain on a per line and/or trunk basis, where applicable, an enumeration of MCIm's ordered unbundled Network Elements (and the specific BellSouth naming convention applied to that element or combination), features, functions, resale services, options, physical interconnection, quantity, and BellSouth Committed Due Date for order completion.

The performance standards for providing FOCs on MCIm orders are listed in Section 2.5.3.1 of Attachment VIII. This section states:

> Installation functions performed by BellSouth will meet the following performance standards:
> Firm Order Confirmation within:
> Manual-within 24 hours 99% of the time
> Electronic-within 4 hours 99% of the time

Section 2.2.6 appears to apply to electronic orders only. Further, it does not distinguish or differentiate between the different types of electronic interfaces available or for different types of orders. However, Section 2.3.0 of Attachment VIII, states that "BellSouth shall provide real-time and interactive access via electronic interfaces ... to perform pre-service ordering, ... service order processing and provisioning, ..." Based on the reference to interim interfaces in this section, we believe that at the time of the off-net T-1 orders, an electronically bonded interface (EBI) was not yet available for processing a Local Service Request (LSR). Section 2.3.1.1 states in pertinent part:

> For pre-ordering and provisioning, the parties agree to implement the BellSouth approved and implemented EBI standard for Local Service Requests (LSR) within twelve (12) months of the implementation of the EBI interface for Access Service Request provisioning. MCIm further agrees to accept on an interim basis, until such time as EBI is implemented for an LSR, the interfaces approved by BellSouth. These interim solutions described below address the Pre-Ordering, Ordering and Provisioning interfaces.

Section 2.3.1.1 also states that BST and MCIm will agree to use an order format and interface designated by BST. However, neither party provided evidence to show what the designated interim order format and interface is. In Section 2.3.1.5, the agreement further states:

> Until the electronic interface is available, BellSouth agrees that the Local Carrier

> Service Center (LCSC) or similar function will accept MCIm orders. Orders will be transmitted to the LCSC via an interface or method agreed upon by MCIm and BellSouth.

Based on the sections of the agreement shown above, we believe that until the development of an EBI interface is complete, MCIm may use other interfaces and another service function, similar to the LCSC, to place orders. The Interexchange Carrier Service Center (ICSC) can, in the interim, provide a similar function as the LCSC. According to BST witness Milner, the ICSC is the branch that provides access services to long distance carriers.

The FOCs at issue in this proceeding are for orders of "off-net T-1s." An "off-net T-1" consists of a four-wire digital loop that runs from a customer premises to a BST central office, and another four-wire digital circuit (or DS-1, with capacity for 24-voice channels), that serves as transport from the central office to MCIm's switch. Neither the loop nor the transport elements are connected to BST's switch. "Off-net" is a term used by MCIm that refers to a situation where a customer cannot be served by MCIm's fiber ring. The T-1 facilities provided by BST are thus "off network" or off of MCIm's network. BST contends that the T-1s were ordered by MCIm from the ICSC using Access Service Requests (ASRs). BST witness Milner states that the interconnection agreement does not apply to FOCs for access services.

MCIm witness Green testified that MCIm attempted to order off-net T-1 combinations under the interconnection agreement, but BST refused to provide the network elements. MCIm admitted that it placed orders for T-1 functionality by faxing ASRs and is being billed tariffed rates. However, witness Green asserted that MCIm ordered the T-1s in this manner by default. We would note that MCIm is not able to order and receive combinations of loop and transport elements that make up a T-1 solely because of BST's position on provisioning combinations of UNEs. It is BST's position that if MCIm is ordering the loop and transport elements on an unbundled basis, then these elements must be connected at a collocation space. Both witnesses Milner and Stacy testified that BST is not required to combine network elements for MCIm. We also note that the issue on combinations of network elements between the parties was previously addressed in Docket No. 971140-TP, where we

found that the agreement required BST to provide combinations of network elements, regardless of whether the network elements were currently bundled or unbundled. Order PSC-98-0810-FOF-TP at page 24. The agreement between the parties permits MCIm to order four-wire loop and transport elements, and includes rates and charges for such elements.

As stated above, MCIm ordered the off-net T-1s using ASRs that were processed by the ICSC. According to BST witness Milner, there are no FOC reply time periods required for services ordered out of the access tariff. However, the agreement refers in several places to the use of ASRs for ordering unbundled network elements. Part B of the agreement defines an ASR as:

> "ASR" (ACCESS SERVICE REQUEST) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCIm and ILEC for Local Interconnection.

For trunk servicing, Section 4.3.1 of Attachment IV, states:

> Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

Section 2.4.1.1 of Attachment VIII, which falls under Section 2.4, Standards for Ordering and Provisioning, states that "(s)ome unbundled Network Elements will continue to be ordered utilizing the ASR process."

Section 5.2.1.2 of the agreement addresses the use of an existing electronic communications gateway interface for access to BST's maintenance systems and databases. Ordinarily, this electronic gateway is used for line-based (POTS) resold local service; however, this section allows MCIm to use it for orders placed via ASRs. In pertinent part, this section provides: "[f]or local services provisioned via the Access Service Request (ASR)

process, the Electronic Communications gateway interface may be used."

BST witness Milner testified that MCIm's complaint relates to access and not to local competition. We disagree for two reasons: first, the provisions of the agreement shown above state that MCIm could use ASRs and an interim interface, through the LCSC or similar function to order services until an electronically-bonded interface is developed to handle local service requests (LSRs); and second, MCIm is a certificated alternative local exchange carrier, with a Commission-approved agreement, that is placing orders for network elements to provide local services. MCIm witness Green testified at the hearing that MCIm is using off-net T-1 functionality in Florida for the provision of local service. Further, BST witness Milner agreed that MCIm is using the T-1 combination functionality with MCIm's own local switch for the provision of a finished service to an end user customer. It is clear that MCIm is ordering the off-net T-1 functionality for the provision of local service, not access service.

Conclusion

Based on the provisions of the Interconnection Agreement noted above, we believe that the parties intended to use ASRs for the provision of both local service resale and unbundled network element orders. We also believe that the provision of such orders using an ASR to the ICSC was to be temporary until BST met its obligation to provide real time interactive access to its OSS for pre-ordering and ordering via electronic interfaces as detailed in the agreement. BST has not provided evidence in this proceeding to prove that it has supplied such electronic interfaces pursuant to the provisions of the agreement. Further, we believe that BST has not provided evidence showing which electronic interfaces it has approved or designated in the interim for use by MCIm to place orders. We previously determined in the "271 proceeding" by Order No. PSC-97-1459-FOF-TL, issued November 19, 1997, that BST has not provided, at parity, electronic interfaces for access to the five operations support systems functions.

Therefore, upon review of the testimony and evidence in the record, we believe that BST has failed to comply with the FOC standards of the agreement. The agreement states that FOCs are to

be returned in four hours for electronic orders and 24 hours for manual orders. The agreement does not list for which electronic ordering interfaces or ordering forms a FOC will be returned. Since MCIm is placing orders by fax, the 24-hour return requirement applies. BST never stated that it could not provide FOCs within the time periods contained in the agreement. Accordingly, we find it appropriate to order BST to comply with the time periods for returning firm order confirmations as provided in the agreement.

XI. NETWORK BLOCKAGE INFORMATION

It is MCIm's position that BST has provided it with insufficient network blockage information. MCIm has requested that we order BST to provide the necessary information MCIm needs to gauge trunk group blockage. MCIm witness Martinez testified that ALECs need this information to engineer their networks and assess whether or not BST is providing the same trunking capacity to ALECs as it is to itself. MCIm relies on Part A, Section 13.2, of the agreement for the provision of this information. This section states:

> BellSouth agrees that Interconnection will be provided in a competitively neutral fashion, at any technically feasible point within its network as stated in this Agreement and that such interconnection will contain all the same features, functions and capabilities, and be at least equal in quality to the level provided by BellSouth to itself or its Affiliates.

Specifically, MCIm has requested that BST provide:

1. Blockage data on all common trunk groups utilized for ALEC traffic that experienced blockage;

2. Blockage data on all of MCIm's interconnection trunk groups from BST's end offices and tandems to MCIm's points of termination that experienced blockage;

3. Blockage data on all ALEC interconnection trunk groups from BST's end offices and tandems to ALEC points of termination that experienced blockage; and

4. Similar blockage data on all trunks carrying BST local traffic.

MCIm has requested that we order BST to provide this blockage information for the most recent three month period and on a month-to-month basis going forward.

MCIm witness Martinez testified that the reports on blockage data provided by BST do not provide the information required by the agreement. The reports provided by BST are the CLEC Trunk Group Service Report, BellSouth CTTG Blocking Report, Local Network Trunk Group Service Report and the BellSouth Local Network Blocking Report. Witness Martinez testified that there is a major difference between the blockage reports that are provided on the long distance side and on the local side of MCIm's business. He further stated that the long distance side receives blockage information, regardless of how small the blockage is. He also testified that the IC 100 report provided to interexchange telecommunications carriers (IXCs) is comprehensive on every single trunk group that carries toll traffic on BST's network. Witness Martinez opined that this level of reporting is actually more important to the local side than to the long distance side.

Witness Martinez explained that common transport is the transport between BST's end office switches and BST's tandem switches. Therefore, from the information BST currently provides, MCIm cannot determine what level of blockage is occurring. Witness Martinez testified that the only time MCIm is aware of any blockage problems is when the blockage level has reached the critical threshold and immediate action must be taken to correct the situation.

BST witness Stacy testified that BST is providing the necessary information to MCIm. According to witness Stacy, BST is providing the same data to MCIm that BST itself uses every month. BST witness Stacy further testified that BST processes collected data weekly through a system that calculates the percent blocking

during the time-consistent busy hour (TCBH). The TCBH is defined as "the identical hour each day during which, over a number of days, the highest average traffic is measured." Witness Stacy testified that the information provided to ALECs includes percent blocking, size of trunk groups, and the busy hour. With this data, witness Stacy states, "the magnitude of trunk blockage can be determined." Witness Stacy explained that BST does not look at the trunks that experience blockage below the threshold. According to witness Stacy, the blocking thresholds for all trunk groups are 3%, except for the BST Common Transport Trunk Groups (CTTG), which interconnect the BST end office with the access tandem. The CTTG blockage threshold is 2%. Witness Stacy testified that BST has thousands of trunk groups in Florida about which it collects data. With so many trunk groups, BST cannot review the insignificant data. Witness Stacy stated that BST collects blockage data below the threshold, but since BST does not look at it, it is discarded.

MCIm witness Martinez testified that the reports provided to IXCs report all blockage, regardless of how small. BST witness Stacy agreed that BST does provide MCI long distance company with trunk blockage information at a very low threshold level. He also testified that the Interconnection Agreement includes the percent design blockage rates, but is silent on any percent rates for reporting purposes. MCIm witness Martinez, however, opined that the level of blockage data provided to IXCs in the IC 100 report should be provided to ALECs for trunks providing local service. Witness Martinez also explained that although BST collects blockage data on an hourly basis, MCIm is only asking that the report be provided monthly on diskette in a fashion similar to the IC 100 report.

Conclusion

We are concerned that all ALECs that use BST trunks must rely on information provided by BST to ascertain whether trunk capacity is sufficient to carry the busiest traffic load. Unless the blockage spikes above the threshold, MCIm is unaware of the blockage levels on the trunks that carry traffic to its switch. Further, without more information, there is no manner in which MCIm can determine that its trunk blockage levels are at parity with BST's.

We conclude that BST should provide blockage data on the trunks that serve MCIm in the same manner and for the same threshold levels as currently provided to IXCs for the following reasons: (1) this information is currently tracked by BST, so BST does not need to develop the capability to track blockage below the threshold levels; (2) not only does BST currently collect the data, but it discards whatever data is below the threshold; (3) BST currently provides blockage reports to IXCs at a level which we believe to be sufficiently low for MCIm to monitor its blockage levels and track parity with BST; and (4) as a result of the 271 proceeding, we addressed concerns over trunk blockage and have already ordered BST to:

> [P]rovide ALECs with more frequent and better data on their traffic over BellSouth's network ... demonstrate that any blockages experienced by ALECs are not excessive in comparison to the blockages experienced by BellSouth ... provide data sufficient to show that blockage levels are comparable between BellSouth and ALEC traffic.

Order No. PSC-97-1459-FOF-TL at page 69.

Based on the foregoing, we find it appropriate to order BST to provide blockage data on the trunks that serve MCIm in the same manner and for the same threshold levels as currently provided to IXCs. The information that BST provides shall be for blockage on every trunk group that carries MCIm's local traffic, blockage on those trunk groups that emanate from BellSouth's end offices or tandems and are interconnected with MCIm's switch, and information on comparable trunks used by BST for its local traffic to demonstrate parity. For consistency, this information should be provided on diskette, on a monthly basis, similarly to the IC 100 report. We believe that the blockage information currently provided to IXCs due to the low threshold level on trunks which serve IXCs is sufficient for MCIm to monitor its blockage levels and track parity with BST.

XII. LOCAL TANDEM INTERCONNECTION INFORMATION

Local tandems are tandems that interconnect end offices but do not provide access for long-distance traffic. MCIm requested that we order BST to provide the following information:

1. Information necessary for MCIm to interconnect at BST's local tandems.

2. Information necessary to route MCIm's traffic on the same trunk groups as BST's local traffic.

3. Information necessary to identify and make available to MCIm all existing independent telephone company local and EAS traffic routes served by BST local tandems.

In addition, MCIm witness Martinez raised questions in his rebuttal testimony concerning Common Language Location Identifier (CLLI) codes and the enhanced local tandem option. CLLI codes identify a switch and the city, state, and building where it is located. BST provided a list of eight local tandems and the subtending offices in Florida. MCIm witness Martinez testified that he does not believe that the list of eight tandems is complete. His opinion is based on a previous statement by BST witness Milner that BST has between 10 to 20 local tandems in Florida.

MCIm also sought clarification on whether or not the enhanced local tandem option was currently operational, and what the cost to MCIm would be to use the enhanced option. BST witness Milner answered these questions in his deposition stating that BST is offering the enhanced local tandem option today at no additional cost to ALECs. MCIm also questioned whether or not BST will carry ALEC traffic over the same trunk groups that BST carries its traffic. Again, BST witness Milner verified that ALEC traffic would travel over the same trunk groups that BST uses between its local tandem and end office switches.

MCIm asked that BST identify and make available to MCIm all existing independent telephone company local and EAS routes served by the tandems. BST has not objected to providing that information. It does not appear, however, that the information

has been provided to MCIm. MCIm witness Martinez testified that the information is necessary for the exchange of traffic between MCIm and the independent telephone companies. Witness Martinez stated that the Local Exchange Routing Guide (LERG) does not contain complete information on local tandem CLLI codes. Witness Martinez stated further that the LERG has always been a document for interexchange carriers to get CLLI codes on LEC tandems.

The agreement states in Attachment IV, Section 1.2.1 that "MCIm will separate traffic destined for different tandems onto separate trunk groups at the IP [Interconnection Point]." MCIm asserted that it must have the CLLI code information in order to designate where the traffic should be routed.

Conclusion

Over the course of this proceeding, BST has attempted to provide information that MCIm has requested concerning local tandem interconnection. MCIm still needs routing information and CLLI codes. Therefore, we find it appropriate to order BST to identify and make available to MCIm all existing independent telephone company local and EAS routes served by the tandems. Also, we find it appropriate to order BST to provide a complete list of CLLI codes for the local tandems. We urge the parties to continue to exchange any further information necessary to facilitate interconnection and trunk routing at BST's local tandems.

XIII. RECORDED USAGE DATA

It is MCIm's position that BST has failed to provided recorded usage data on local calls for customers in flat rate calling plans as required by the Interconnection Agreement. It is BST's position that it is in compliance by providing usage records via the Access Daily Usage File.

MCIm witness Martinez testified that telephone switches can and do record information on calls. According to witness Martinez, MCIm seeks recorded usage data so that it can evaluate its customers' usage patterns. By evaluating the usage patterns, MCIm can then evaluate new local service offerings. Witness Martinez testified that BST is required to provide recorded usage data

pursuant to Attachment VIII, Section 4.1.1.3 of the agreement. Section 4.1.1.3 states:

> BellSouth shall provide MCIM with copies of detail usage on MCIM accounts. However, following execution of this Agreement, MCIM may submit and BellSouth will accept a PON for a time and cost estimate for development by BellSouth of the capability to provide copies of other detail usage records for completed calls originating from lines purchased by MCIM for resale. Recorded Usage Data includes, but is not limited to, the following categories of information:
>
> Completed Calls.
> Use of CLASS/LASS/Custom Features(under circumstances where BellSouth records activations for its own end user billing).
>
> Calls To Information Providers Reached Via BellSouth Facilities And Contracted By BellSouth.
>
> Calls To Directory Assistance Where BellSouth Provides Such Service To An MCIM Subscriber.
>
> Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service To MCIM's Local Service Subscriber and usage is billable to an MCIM account. For BellSouth-Provided MULTISERV Service, Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.

The category "Completed Calls" is not limited to billable events only. The agreement states in Section 4.1.1.5:

> BellSouth shall provide to MCIM Recorded Usage Data for MCIM subscribers. BellSouth shall

> not submit other carrier local usage data as part of the MCIM Recorded Usage Data.

The agreement further states that MCIm will pay for Recorded Usage Data:

> BellSouth shall bill and MCIM shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in this Agreement.

BST witness Hendrix testified that the agreement makes no reference to the provision of usage data for flat-rate services. He stated that BST is only obligated to provide records associated with billable events. Witness Hendrix cited two sections in the agreement to support BST's position. First, he cited Attachment VIII, Section 4.1.1.1, which states that "BellSouth shall comply with BellSouth EMR industry standards in delivering customer usage data to MCIM." Second, he cited Attachment VIII, Section 4.2.1.1, which states:

> Recorded Usage Data: All intraLATA toll and local usage. BellSouth shall provide MCIM with unrated EMR records associated with all billable intraLATA toll and local usage which they record on lines purchased by MCIM for resale.

We note that the above section does limit recorded usage data to billable events; however, this limitation applies only to lines purchased for resale. MCIm witness Green testified that MCIm is not providing any local service via resale at this time.

BST witness Hendrix explained that Exchange Message Records (EMR) are used by telecommunications companies for the exchange of billing information. According to witness Hendrix, billing information is exchanged for meet point billing arrangements, calling card and toll calls, and for details of billable usage events associated with services offered to ALECs for resale and unbundled network elements. However, Part B of the agreement defines EMR as:

> "EMR" means the Exchange Message Record System used among ILECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

We note that this definition for EMR includes the exchange of both billable and non-billable information. Further, Attachment VIII, Section 4.1.1.1 states: "BellSouth shall comply with BellSouth EMR industry standards in delivering customer usage data to MCIM."

MCIm witness Martinez testified that the provision of recorded usage data was discussed at length during negotiations for the agreement. He stated that during the negotiations, BST contended that it did not record usage information for flat-rated services. Witness Martinez opined that BST does record flat-rate usage information and the language in the agreement was structured so that if BST did record it, MCIm could have it. BST witness Hendrix admitted that many of BST's switches can record usage data and that those switches which can record usage data, in fact, do record that data. Further, the definition of Local Switching in Attachment III, Section 7.1.1 of the agreement includes recording as one of the features, functions or capabilities of the local switching element.

Conclusion

The agreement states that BST is to provide MCIm recorded usage data on completed calls and BST's own witness testified that many BST switches have recording capability. Therefore, where BST has switches with the capability to record usage data and where MCIm is providing service using those switches, we find it appropriate to order BST to provide the recorded usage data for billable and non-billable completed calls at the same frequency and to the same extent that BST can provide such information to itself.

XIV. DIRECTORY ASSISTANCE (DA) LISTINGS DATABASE

It is MCIm's position that BST is not providing access to all of BST's directory assistance (DA) database listing information in compliance with the parties' agreement.

It is BST's position that, while it would be most appropriate to provide MCIm with access to all the listings in BST's DA database, it can not because it must honor its agreements with ALLTEL of Florida, AT&T, Golden Harbor of Florida, Inc. d/b/a Hometown Telephone, and Sprint-Florida not to disclose their listings to third party companies without their authorization.

The agreement, in relevant part, provides as follows:

Attachment VIII, Section 6.1.6.1., states that:

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

Attachment VIII, Section 6.1.6.2., states that:

> Upon request, BellSouth shall provide an initial load of subscriber records via electronic data transfer for ILECS, CLECs, and independent Telcos included in their Directory Assistance Database, to the extent authorized. The NPAs included shall represent the entire BellSouth operating territory. The initial load shall reflect all data that is current as of one business day prior to the provision date.

Attachment VIII, Sections 6.2.2.2 and 6.2.2.2.5, state that BST shall provide MCIm several lists including:

> List of Independent Company names and their associated NPA-NXXs for which their listing

> data is a part of BST's directory database, but BST is not to provide the listing data to MCIM under this request.

Attachment VIII, Section 6.1.6.8, states that:

> DA data shall be provided on the same terms and conditions that BellSouth provides to itself or other third parties, and at the same rates that BellSouth provides to other third parties.

Attachment III, Section 1, states that:

> BellSouth shall provide unbundled Network Elements in accordance with this Agreement, FCC Rules and Regulations. The price for each Network Element is set forth in Attachment I of this Agreement. Except as otherwise set forth in this Attachment, MCIM may order Network Elements as of the Effective Date.

BST offers MCIm the following DA database access services:

> Directory Assistance Database Service (DADS)
> DADS provides a periodic "snapshot" of the DA database at a given point in time that can be provided in a variety of media forms including magnetic tape. DADS is available daily on an updated basis.
>
> Directory Access to DA Services (DADAS)
> DADAS provides a data link to BST's on-line DA listings database. DADAS allows continual access to DA listings on an updated basis.

BST's DADS and DADAS services do not, however, provide all listings contained in BST's DA database.

The parties do not dispute the fact that the BST/ILEC Agreements contain "nondisclosure" language. MCIm has worked not only with BST, but also directly with the four ILECs that have non-

disclosure language in their agreements with BST, but MCIm has not had any success in obtaining access to their DA listings database. MCIm continues to assert that it is entitled to access to the entire DA listings database under the agreement.

Conclusion

Upon review of the language of the agreement and the testimony, we conclude that provision of the complete DA listings database listings does not require BST to divulge any specific ILEC's directory listings. Therefore, provision of access to BST's entire DA listings database will not violate the non-disclosure language in BST's other agreements.

Upon review of the testimony and evidence in the record, we also conclude that the DA listings information BST is providing to MCIm is not in compliance with the agreement. Accordingly, we find it appropriate to order BST to provide all listings included in BST's Directory Assistance database, excluding the identity of subscribers' local service providers.

XV. SOFT DIAL TONE SERVICE (SDTS)

It is MCIm's position that BST has failed to provide Soft Dial Tone Service (SDTS) in a non-discriminatory or competitively neutral fashion. MCIm requests that the QuickService announcement for temporary disconnection be unbranded. It is BST's position that it is providing MCIm with SDTS on a competitively neutral basis.

Sections 7.2.1.11 and 7.2.1.11.4 of Attachment III, state that where BST provides the following special services, it shall provide to MCIm: "Soft dial tone where required by law. Where BST provides soft dial tone, it shall do so on a competitively-neutral basis."

Section 25.1 of the Agreement also provides that:

> In all cases in which BST has control over handling of services MCIm may provide using services provided by BST under this Agreement, BST shall brand any and all such services at

> all points of customer contact exclusively as MCIm services, or otherwise as MCIm may specify, or be provided with no brand at all, as MCIm shall determine. . . .(Part A-16)

SDTS is provided to MCIm through BST's QuickService. A telephone line equipped with SDTS allows an end-user to dial 911 in the event of an emergency. All ILECs and ALECs are required to maintain their respective lines with SDTS for the duration of any temporary disconnection for non-payment of a subscriber's local residential service pursuant to Rules 25-4.081 and 25-24.840, Florida Administrative Code. If an end-user happens to dial any digits other than 911, an audible announcement is activated to inform the end-user that the telephone may be used for 911 emergency calls only and to explain to the end-user how to order telephone service. The parties' Interconnection Agreement requires that SDTS be provided in a competitively neutral fashion.

BST and MCIm propose the following announcements associated with SDTS, respectively:

> 'You can only dial '911' from this line. To reach BellSouth or another local service provider, you must call from another location.'

> 'This telephone only may be used for emergency access to 911. To order service for this line, please call one of the local service providers in your area.'

BST witness Milner believes that BST's announcement is competitively neutral and is therefore in compliance with the agreement. As support for the identification of the BellSouth name in the SDTS announcement, BST explains that Section VII of the FCC's Order 97-418 states that, in regard to inbound telemarketing calls, a Bell Operating Company (BOC) could recommend its own affiliate so long as it also states that other carriers also provide services. As further support, BST contends that it has the right to identify the BellSouth name in its announcement because when the ALEC disconnects its subscriber from the line, BST, not the ALEC, is the one fully responsible for any of the costs of

maintaining the line. Also, upon disconnection, SDTS is solely a BST provided facility, not a resold line, or an unbundled loop. BST's position is that its SDTS announcement strikes a balance by stating the availability of service through other local service providers while continuing to allow BST an opportunity to market its services provided through its own facilities. According to BST, if this were an unbundled loop connected to MCIm's switch but without active service, BST would expect MCIm to advertise MCIm as the provider of that service.

MCIm witness Martinez testified that BST's proposed announcement is not competitively neutral because it identifies BSTand only BST by name. By insisting that it identify itself by name, BST is not providing SDTS in compliance with the Agreement. According to MCIm, its proposed SDTS announcement provides end-users with the necessary information without a competitive advantage to any local service provider. MCIm states that BST's reliance on FCC Order 97-418 is misplaced. It is MCIm's position that once BST receives MCIm's termination of service notice for a particular line, then BST, not MCIm, is responsible for the costs of maintaining the line with SDTS.

Conclusion

We conclude that the record shows that BST's branded message is not in compliance with the agreement because it clearly gives BST a competitive advantage, where the subscriber on the line is MCIm's customer. Based on the foregoing, we find it appropriate to order BST to provide MCIm with unbranded SDTS during any temporary disconnection of MCIm's subscriber for non-payment of local residential service. We also conclude that while the precise language of the announcement may vary, the announcement must not identify any company by name. We suggest the following neutral language:

> This line is active so that you may dial 911 for emergency purposes only. If you would like to order service for this line, please call, from another location, your local service provider of choice.

We believe that this language will reasonably inform the caller that the line is active for 911 emergency purposes only and that the caller is to contact, from another location, the local service provider of choice for ordering purposes.

XVI. TIME WITHIN WHICH TO COMPLY

MCIm requested that we require BST to provide the various components of the Interconnection Agreement within 30 days of this Order. There were two exceptions to this request; for the RSAG and the DA listing databases, MCIm sought compliance within 10 days. BST did not address this issue. Based on the agreement which provides for compliance within 30 days unless otherwise specified and because we find no basis to shorten this period of time in the case of the RSAG and DA Listings databases, we find it appropriate to require BST to comply with the requirements of this Order within 30 days of the date of this Order. This docket shall remain open until BST complies with the requirements of this Order.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that MCI Metro Access Transmission Services, Inc.'s request that BellSouth Telecommunications, Inc. provide MCI Metro Access Transmission Services, Inc. with information about BellSouth Telecommunications, Inc.'s operational support systems and related databases in compliance with the parties' Interconnection Agreement is denied. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide the Regional Street Address Guide database and updates to MCI Metro Access Transmission Services, Inc. at no cost to MCI Metro Access Transmission Services, Inc.; however, the parties should negotiate in good faith the appropriate subset of the database to be provided. It is further

ORDERED that BellSouth Telecommunications, Inc. provide MCI Metro Access Transmission Services, Inc. with the ability to calculate due dates in the inquiry mode of the Local Exchange Navigation System, and provide a due date calculation function for unbundled network elements in the Local Exchange Navigation System. It is further

ORDERED that BellSouth Telecommunications, Inc. shall modify the Local Exchange Navigation System interface to provide the same telephone number reservation capability provided to BellSouth Telecommunications, Inc.'s representatives in the Regional Negotiation and Direct Order Entry Systems; that is, the ability to reserve 25 numbers at a time. It is further

ORDERED that BellSouth Telecommunications, Inc. shall also provide MCI Metro Access Transmission Services, Inc. with the capability to automatically assign a telephone number to a customer when a customer contact is initiated that is likely to require a new telephone number. It is further

ORDERED that BellSouth Telecommunications, Inc. shall also make available a list of the vacant NXX codes in the Local Exchange Navigation System, so that MCI Metro Access Transmission Services, Inc.'s customer service representatives can offer MCI Metro Access Transmission Services, Inc.'s customers the same level of choice as BellSouth Telecommunications, Inc. representatives offer BellSouth Telecommunications, Inc.'s customers. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide MCI Metro Access Transmission Services, Inc. with the Field Identifiers and state validity information in the same comma-spaced value format that BellSouth Telecommunications, Inc. currently provides to MCI Metro Access Transmission Services, Inc. for Universal Service Order Codes. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide MCI Metro Access Transmission Services, Inc. with a schema of the customer service record database. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide MCI Metro Access Transmission Services, Inc. with both missed appointment and service jeopardy notification via electronic data interface. It is further

ORDERED that BellSouth Telecommunications, Inc. comply with the time periods for returning firm order confirmations as provided in the agreement; that is, 24 hours for manual orders and four hours for electronic orders. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide blockage data on the trunks that serve MCI Metro Access Transmission Services, Inc. in the same manner and for the same threshold levels as currently provided to interexchange carriers. The information that BellSouth Telecommunications, Inc. provides shall be for blockage on every trunk group that carries MCI Metro Access Transmission Services, Inc.'s local traffic, blockage on those trunk groups that emanate from BellSouth Telecommunications, Inc.'s end offices or tandems and are interconnected with MCI Metro Access Transmission Services, Inc.'s switch, and information on comparable trunks used by BellSouth Telecommunications, Inc., for its local traffic. It is further

ORDERED that BellSouth Telecommunications, Inc. shall identify and make available to MCI Metro Access Transmission Services, Inc. all existing independent telephone company local and extended area service routes served by local tandems. Also, BellSouth Telecommunications, Inc. shall provide a complete list of common language location identifier codes for the local tandems. It is further

ORDERED that where BellSouth Telecommunications, Inc. has switches with the capability to record usage data and where MCI Metro Access Transmission Services, Inc. is providing service using those switches, BellSouth Telecommunications, Inc. shall provide the recorded usage data for billable and non-billable completed calls at the same frequency and to the same extent that BellSouth Telecommunications, Inc. can provide such information to itself. It is further

ORDERED that BellSouth Telecommunications, Inc. shall provide all directory assistance database listing information included in BellSouth Telecommunications, Inc.'s Directory Assistance Database, excluding the identity of subscribers' local service providers.

ORDERED that BellSouth Telecommunications, Inc. shall provide MCI Metro Access Transmission Services, Inc. with unbranded Soft Dial Tone Service during any temporary disconnection of an MCI Metro Access Transmission, Inc. subscriber for non-payment for local residential service. It is further

ORDERED that BellSouth Telecommunications, Inc. shall comply with the provisions of this Order within 30 days of the date of this Order. It is further

ORDERED that this docket shall remain open until BellSouth Telecommunications, Inc. complies with the requirements of this Order.

By ORDER of the Florida Public Service Commission this 5th day of November, 1998.

/s/ Blanca S. Bayó
BLANCA S. BAYÓ, Director
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

(S E A L)

CB

DISSENT

Commissioners Deason and Clark dissented from requiring BellSouth Telecommunications, Inc. to provide network blockage measurement information.

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district

court, pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

Michael Thomas Direct Testimony – Exhibit MT-2
Florida (State)
January – June 1999 (Reporting Period)
August 5, 1999 (Date of Report)

EXHIBIT MT-2

Redacted

Redacted

7 Pages

SUMMARY OF REVIEW

Redacted

14 pages

CUSTOMER NAME

Redacted

4 pages

ITC DELTACOM

CONFIDENTIAL

Exhibit TAH-3

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 990755-TP EXHIBIT NO. 17
COMPANY/
WITNESS: BellSouth
DATE: 10-22-29-99

Ex. #17
(BST cross of Thomas)

Parkey D. Jordan
General Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375-0001
Telephone: 404-335-0794
Facsimile: 404-658-9022

September 23, 1999

Nanette Edwards
ITC^DeltaCom
700 Boulevard South
Suite 101
Huntsville, Alabama 35802

Re: RSAG Proposal

Dear Nanette:

During our negotiations meeting on August 13, 1999, BellSouth proposed to settle Issue 2(a)(i) of the ITC^DeltaCom Arbitration Petition by agreeing to provide to ITC^DeltaCom a download of the RSAG database and monthly updates (via subsequent downloads of the database). We proposed that the database would be provided pursuant to a license agreement and that the cost estimate, without knowing any specifics of ITC^DeltaCom's needs, would be approximately $87,500 for the initial download and $500 to $1000 for each subsequent download.

On August 18, 1999, I forwarded to you via e-mail proposed language for Attachment 6 of the interconnection agreement. The language BellSouth offered reads as follows:

> 4.6.3.3 Upon the request of ITC^DeltaCom, BellSouth shall provide to ITC^DeltaCom a download of certain non-proprietary subsets of the Regional Street Address Guide ("RSAG") database upon the terms and conditions and at the rates set forth in a License Agreement to be negotiated by the Parties. Such download shall be updated via a new download of RSAG on a monthly basis. ITC^DeltaCom shall be solely responsible, at its own cost and expense, for implementing and maintaining systems sufficient to accept the RSAG downloads.

On September 1, 1999, I forwarded to you a draft of a license agreement for your review and the name and telephone number of the BellSouth subject matter expert who could talk to ITC^DeltaCom regarding file size and other technical matters, including pricing. I understand that the technical experts have discussed RSAG, but they did not discuss pricing.

The ultimate price for the RSAG downloads will depend on several factors, including but not limited to the fields ITC^DeltaCom wants to receive and the size of the files to be delivered. An exact price cannot be determined until we move to the testing phase and actually provide a download, which obviously necessitates a commitment on the part of ITC^DeltaCom to execute the license agreement. In speaking with BellSouth's expert, I understand that the price quoted to you in August for the initial download ($87,500) is accurate, plus or minus fifteen percent (15%). The subsequent download price estimate of $500 to $1000 is also accurate. We can insert these prices, with a 15% contingency for the initial download, in the license agreement.

I have never heard from ITC^DeltaCom as to whether, based on the estimated price, ITC^DeltaCom is interested in pursuing the RSAG download, whether the proposed contract language is satisfactory, or whether ITC^DeltaCom has any comments regarding the license agreement. I also need to know what fields of RSAG ITC^DeltaCom needs, as this will be part of the license agreement. We stand ready to meet with you to negotiate with respect to RSAG if ITC^DeltaCom is still interested in pursuing the same.

Sincerely,

Parkey D. Jordan

cc: Pat Finlen

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 18
COMPANY/ WITNESS: BellSouth
DATE: 10-27-29-99

Ex 18

RF-1870
(5/98)

BELLSOUTH Change Request Form

Internal Reference # _____ (1) Date Change Request Submitted 8/12/99 (2)
[X] CLEC [ ] BST (3) Company Name AT&T (4)
CCM Jill Williamson (5) Phone 404-810-8562 (6)
CCM Email Address jrwilliamson@att.com (7) Fax 404-810-8605 (8)
Alternate CCM _____ (9) Alternate Phone _____ (10)
Originator's Name Jill Williamson (11) Phone 404-810-8562 (12)
Title of Change Parsed CSR (13)

Category: [X] Add New Functionality [ ] Change Existing (14) Desired Due Date 3/1/00 (15)

Originating CCM assessment of impact [X] Major [ ] Minor [ ] None expected (16)

Originating CCM assessment of priority [X] Urgent [ ] High [ ] Medium [ ] Low (17)

Interfaces Impacted (18)

[X] Pre-Ordering	[ ] Ordering	[ ] Maintenance
[X] LENS	[ ] EDI	[ ] TAFI
[ ] LPOG	[ ] LENS	[ ] EC-TA Local
[X] TAG	[ ] EDI-PC	

Type Of Change - Check one or more, as applicable (19)

[X] Software	[ ] Hardware	[X] Industry Standards
[ ] Product & Services	[ ] New or Revised Edits	[ ] Process
[ ] Documentation	[ ] Regulatory	[ ] Other

Description of requested change including purpose and benefit received from this change. (Use additional sheets, if necessary.) (20)

As part of the OSS'99 upgrade, AT&T requested that BellSouth deliver a parsed CSR as part of the pre-order functionality and in alignment with industry guidelines. BellSouth stated that it could not deliver this capability with OSS'99, but would look at implementing it as part of the "second phase" of OSS'99. BellSouth also agreed to develop a project plan to work on implementation of this functionality over the Y2K window, for delivery subsequent to the close of the Y2K window. AT&T is requesting that this functionality be delivered in the first quarter of 2000.

Known dependencies (21)

Additional Information [X] Yes [ ] No (22)

List all business specifications and/or requirements documents included (or Internet / Standards location, if applicable)

Bell Atlantic is providing a parsed CSR to CLECs and AT&T has already provided BellSouth with

Bell Atlantics EDI specs for this functionality - see Linda Tate.

RF-1870
(5/98)

BELLSOUTH

Change Request Form

This Section to be completed by BCCM only.

Change Request Log # TAG0812990003 (23) Clarification ☐ Yes ☒ N No (24)

Clarification Request Sent _____ (25) Clarification Response Due _____ (26)

Status P (27)

Enhancement Review Date 9/28/99 (28) Target Implementation Date _____ (29)

Last Modified By _____ (30) Date Modified _____ (31)

Review Results (32)
BST will do Planning and Analysis phases in 2000.

Canceled Change Request ☐ Duplicate ☐ Training ☐ Clarification Not Received (33)

Cancellation Acknowledgment CLEC _____ BST _____ Date _____ (34)

Request Appeal ☐ Yes ☐ No (35)

Appeal Consideration (36)

Agreed Release Date _____ (37)

18

(5/98)

BELLSOUTH

Acknowledgment Notification

(1) Change Request Log #:	TAG0812990003	**(2) Date Change Request Submitted:**	8/12/99
(4) Internal Reference #:		**(3) Date Change Request Received:**	8/12/99
(6) Company Name:	AT&T	**(5) Date of Notification:**	8/16/99
(7) Title of Change	Parsed CSR		
(8) Request Category:	Add new functionality		

(9) Response due by: 08/27/99

(10) BCCM Contact name Pat A. Rand **(11) Phone #** 205 402-7368 or 770 936-3748

CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 19
COMPANY/
WITNESS: Hyde
DATE: 10-27-29-99

Exhibit A

Nonrecurring Cost Development

Florida
A.1.1 - 2-Wire Analog Voice Grade Loop - Service Level 1

9/11/1999

Function	JFC/ Payband	JFC/Payband Description	A Installation Worktimes First	A Installation Worktimes Additional	B Disconnect Worktimes First	B Disconnect Worktimes Additional	C Direct Labor Rate	D=AxC Install Cost First	D=AxC Install Cost Additional	E=BxC Disconnect Cost First	E=BxC Disconnect Cost Additional	F Disconnect Discount Factor	G=ExF Discounted Disconnect Cost First	G=ExF Discounted Disconnect Cost Additional	H=D+G Direct Cost First	H=D+G Direct Cost Additional
ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	$33.90	$6.7800	$3.3900	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$6.7800	$3.3900
ENGINEERING	32XX	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	$47.97	$4.7970	$2.3985	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$4.7970	$2.3985
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	$42.88	$2.5013	$2.5013	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.5013	$2.5013
CONNECT & TEST	410X	Install & Mtce - Pots	0.3175	0.1588	0.0000	0.0000	$41.00	$13.0189	$6.5094	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$13.0189	$6.5094
TRAVEL	410X	Install & Mtce - Pots	0.0667	0.0000	0.0000	0.0000	$41.00	$2.7333	$0.0000	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.7333	$0.0000
														Total	**29.83053333**	**14.79926667**

Function	JFC/ Payband	JFC/Payband Description	Installation Worktimes First	Installation Worktimes Additional	Disconnect Worktimes First	Disconnect Worktimes Additional	TELRIC Labor Rate	Install Cost First	Install Cost Additional	Disconnect Cost First	Disconnect Cost Additional	Disconnect Discount Factor	Discounted Disconnect Cost First	Discounted Disconnect Cost Additional	TELRIC First	TELRIC Additional
ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	$33.90	$6.7800	$3.3900	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$6.7800	$3.3900
ENGINEERING	32XX	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	$47.97	$4.7970	$2.3985	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$4.7970	$2.3985
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	$42.88	$2.5013	$2.5013	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.5013	$2.5013
CONNECT & TEST	410X	Install & Mtce - Pots	0.3175	0.1588	0.0000	0.0000	$41.00	$13.0189	$6.5094	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$13.0189	$6.5094
TRAVEL	410X	Install & Mtce - Pots	0.0667	0.0000	0.0000	0.0000	$41.00	$2.7333	$0.0000	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.7333	$0.0000
														Total	**29.83053333**	**14.79926667**

EXHIBIT TAH-4

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990759-TP EXHIBIT NO. 20
COMPANY/
WITNESS:
DATE: 10-27-99

Nonrecurring Cost Development

Florida
A.1.1d - 2-Wire Analog Voice Grade Loop - Service Level 1 - Disconnect

9/11/1999

			A		B		C	D=AxC		E=BxC		F	G=ExF		H=D+G	
			Installation Worktimes		Disconnect Worktimes		Direct Labor	Install Cost		Disconnect Cost		Disconnect Discount	Discounted Disconnect Cost		Direct Cost	
Function	JFC/ Payband	JFC/Payband Description	First	Additional	First	Additional	Rate	First	Additional	First	Additional	Factor	First	Additional	First	Additional
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0000	0.0000	0.0333	0.0333	$42.88	$0.0000	$0.0000	$1.4293	$1.4293	1.1156	$1.5946	$1.5946	$1.5946	$1.5946
														Total	1.594566541	1.594566541

			Installation Worktimes		Disconnect Worktimes		TELRIC Labor	Install Cost		Disconnect Cost		Disconnect Discount	Discounted Disconnect Cost		TELRIC	
Function	JFC/ Payband	JFC/Payband Description	First	Additional	First	Additional	Rate	First	Additional	First	Additional	Factor	First	Additional	First	Additional
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0000	0.0000	0.0333	0.0333	$42.88	$0.0000	$0.0000	$1.4293	$1.4293	1.1156	$1.5946	$1.5946	$1.5946	$1.5946
														Total	1.594566541	1.594566541

EXHIBIT TAH-4

Nonrecurring Cost Development

Florida
A.1.2 - 2-Wire Analog Voice Grade Loop - Service Level 2

9/11/1999

			A		B		C	D=AxC		E=BxC		F	G=ExF		H=D+G	
			Installation Worktimes		Disconnect Worktimes		Direct Labor	Install Cost		Disconnect Cost		Disconnect Discount	Discounted Disconnect Cost		Direct Cost	
Function	JFC/ Payband	JFC/Payband Description	First	Additional	First	Additional	Rate	First	Additional	First	Additional	Factor	First	Additional	First	Additional
ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	$33.90	$6.7800	$3.3900	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$6.7800	$3.3900
ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.1300	0.0650	0.0000	0.0000	$37.06	$4.8178	$2.4089	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$4.8178	$2.4089
ENGINEERING	32XX	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	$47.97	$4.7970	$2.3985	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$4.7970	$2.3985
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	$42.88	$2.5013	$2.5013	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.5013	$2.5013
CONNECT & TEST	411X	Install & Mtce - Spec Svcs (SSIM)	0.3175	0.1588	0.0000	0.0000	$44.45	$14.1144	$7.0572	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$14.1144	$7.0572
TRAVEL	411X	Install & Mtce - Spec Svcs (SSIM)	0.0600	0.0000	0.0000	0.0000	$44.45	$2.6670	$0.0000	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.6670	$0.0000
														Total	**35.67749**	**17.75591167**

			Installation Worktimes		Disconnect Worktimes		TELRIC Labor	Install Cost		Disconnect Cost		Disconnect Discount	Discounted Disconnect Cost		TELRIC	
Function	JFC/ Payband	JFC/Payband Description	First	Additional	First	Additional	Rate	First	Additional	First	Additional	Factor	First	Additional	First	Additional
ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	$33.90	$6.7800	$3.3900	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$6.7800	$3.3900
ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.1300	0.0650	0.0000	0.0000	$37.06	$4.8178	$2.4089	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$4.8178	$2.4089
ENGINEERING	32XX	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	$47.97	$4.7970	$2.3985	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$4.7970	$2.3985
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	$42.88	$2.5013	$2.5013	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.5013	$2.5013
CONNECT & TEST	411X	Install & Mtce - Spec Svcs (SSIM)	0.3175	0.1588	0.0000	0.0000	$44.45	$14.1144	$7.0572	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$14.1144	$7.0572
TRAVEL	411X	Install & Mtce - Spec Svcs (SSIM)	0.0600	0.0000	0.0000	0.0000	$44.45	$2.6670	$0.0000	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.6670	$0.0000
														Total	**35.67749**	**17.75591167**

EXHIBIT TAH-4

Nonrecurring Cost Development

Florida
A.1.2d - 2-Wire Analog Voice Grade Loop - Service Level 2 - Disconnect

9/11/1999

			A		B		C	D=AxC		E=BxC		F	G=ExF		H=D+G	
			Installation Worktimes		Disconnect Worktimes		Direct Labor	Install Cost		Disconnect Cost		Disconnect Discount	Discounted Disconnect Cost		Direct Cost	
Function	JFC/ Payband	JFC/Payband Description	First	Additional	First	Additional	Rate	First	Additional	First	Additional	Factor	First	Additional	First	Additional
ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.0000	0.0000	0.0007	0.0004	$37.06	$0.0000	$0.0000	$0.0259	$0.0130	1.1156	$0.0289	$0.0145	$0.0289	$0.0145
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0000	0.0000	0.0333	0.0333	$42.88	$0.0000	$0.0000	$1.4293	$1.4293	1.1156	$1.5946	$1.5946	$1.5946	$1.5946
														Total	1.623507477	1.609037009

			Installation Worktimes		Disconnect Worktimes		TELRIC Labor	Install Cost		Disconnect Cost		Disconnect Discount	Discounted Disconnect Cost		TELRIC	
Function	JFC/ Payband	JFC/Payband Description	First	Additional	First	Additional	Rate	First	Additional	First	Additional	Factor	First	Additional	First	Additional
ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.0000	0.0000	0.0007	0.0004	$37.06	$0.0000	$0.0000	$0.0259	$0.0130	1.1156	$0.0289	$0.0145	$0.0289	$0.0145
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0000	0.0000	0.0333	0.0333	$42.88	$0.0000	$0.0000	$1.4293	$1.4293	1.1156	$1.5946	$1.5946	$1.5946	$1.5946
														Total	1.623507477	1.609037009

EXHIBIT TAH-4

Nonrecurring Cost Development

Florida
A.6.1 - 2-Wire Asymmetrical Digital Subscriber (ADSL) Compatible Loop
- 2-Wire High bit rate Digital Subscriber (HDSL) Compatible Loop

9/11/1999

			A		B		C	D=AxC		E=BxC		F	G=ExF		H=D+G	
			Installation Worktimes		Disconnect Worktimes		Direct	Install Cost		Disconnect Cost		Disconnect	Discounted Disconnect Cost		Direct Cost	
Function	JFC/ Payband	JFC/Payband Description	First	Additional	First	Additional	Labor Rate	First	Additional	First	Additional	Discount Factor	First	Additional	First	Additional
OUTSIDE PLANT ENG	32XX	Outside Plant Eng (FG30)	0.2000	0.1000	0.0000	0.0000	$47.97	$9.5940	$4.7970	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$9.5940	$4.7970
ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	$33.90	$6.7800	$3.3900	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$6.7800	$3.3900
ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.1300	0.0650	0.0000	0.0000	$37.06	$4.8178	$2.4089	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$4.8178	$2.4089
ENGINEERING	32XX	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	$47.97	$4.7970	$2.3985	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$4.7970	$2.3985
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	$42.88	$2.5013	$2.5013	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.5013	$2.5013
CONNECT & TEST	411X	Install & Mtce - Spec Svcs (SSIM)	0.3175	0.1588	0.0000	0.0000	$44.45	$14.1144	$7.0572	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$14.1144	$7.0572
TRAVEL	411X	Install & Mtce - Spec Svcs (SSIM)	0.0600	0.0000	0.0000	0.0000	$44.45	$2.6670	$0.0000	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.6670	$0.0000
														Total	**45.27149**	**22.55291167**

			Installation Worktimes		Disconnect Worktimes		TELRIC Labor	Install Cost		Disconnect Cost		Disconnect Discount	Discounted Disconnect Cost		TELRIC	
Function	JFC/ Payband	JFC/Payband Description	First	Additional	First	Additional	Rate	First	Additional	First	Additional	Factor	First	Additional	First	Additional
OUTSIDE PLANT ENG	32XX	Outside Plant Eng (FG30)	0.2000	0.1000	0.0000	0.0000	$47.97	$9.5940	$4.7970	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$9.5940	$4.7970
ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	$33.90	$6.7800	$3.3900	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$6.7800	$3.3900
ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.1300	0.0650	0.0000	0.0000	$37.06	$4.8178	$2.4089	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$4.8178	$2.4089
ENGINEERING	32XX	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	$47.97	$4.7970	$2.3985	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$4.7970	$2.3985
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	$42.88	$2.5013	$2.5013	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.5013	$2.5013
CONNECT & TEST	411X	Install & Mtce - Spec Svcs (SSIM)	0.3175	0.1588	0.0000	0.0000	$44.45	$14.1144	$7.0572	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$14.1144	$7.0572
TRAVEL	411X	Install & Mtce - Spec Svcs (SSIM)	0.0600	0.0000	0.0000	0.0000	$44.45	$2.6670	$0.0000	$0.0000	$0.0000	1.1156	$0.0000	$0.0000	$2.6670	$0.0000
														Total	**45.27149**	**22.55291167**

EXHIBIT TAH-4

E2. GENERAL REGULATIONS[1] (N)

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.7 Title or Ownership Rights

A. The payment of rates and charges by ICs or End Users for the services offered under the provisions of this Tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

E2.4.8 Billing of Access Service Provided by Multiple Companies

The Company will adhere to the standards for billing of Access Service by multiple companies that are set forth in reference documents Ordering and Billing Forum: Multiple Exchange Carrier Access Billing (MECAB) and Ordering and Billing Forum: Multiple Exchange Carrier Ordering and Design (MECOD).

A. Feature Group A (FGA) Service[2]

When a Feature Group A (or LSBSA)[3] Switched Access Service is ordered by an IC or End User where one end of the Transport element is in the Company's operating territory and the other end is in another Exchange Telephone Company's operating territory, the Exchange Telephone Company in whose territory the FGA dial-tone office is located will accept the order. In addition, the Exchange Telephone Company in whose territory the IC's or End User's serving wire center is located must also receive a copy of the order from the IC or End User. The Exchange Telephone Company that accepts the order will then determine the charges involved, arrange to provide the Access Service ordered and bill the charges in accordance with its Access Service Tariff.

Upon agreement of the Exchange Telephone Companies involved in the provision of FGA service, the dedicated portion of FGA service (i.e., Switched Dedicated Interoffice Channel, Switched Local Channel and Channelization Equipment) will be billed in accordance with the provisions of B. and C. following. For non-dedicated portions of FGA service, including the Interconnection charge, the rates of the billing Company will apply.

B. Single Bill Arrangements

1. General

If agreed to by the Exchange Telephone Companies involved in the provision of the service, a single bill arrangement will be provided for FGB, FGC, FGD and the dedicated portions of FGA service. In the event that the Exchange Telephone Companies involved agree to change from one billing arrangement to another, the IC or End User will be notified at least 30 days prior to the effective date of such change.

2. Ordering

The IC shall place its access service request with each Exchange Telephone Company involved in the provision of the service.

3. Rating and Billing of Service

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Except where indicated herein, references to feature groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix of E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

Note 3: Where LSBSA is provisioned with a DNAL, this sub-section, E2.4.8 shall also apply to the DNAL.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 21
COMPANY/ WITNESS: BellSouth
DATE: 10-27-29-99

E2. GENERAL REGULATIONS[1]

(N)

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

B. Single Bill Arrangements (Cont'd)

3. Rating and Billing of Service (Cont'd)

The billing company will be as agreed to by the Exchange Telephone Companies involved in the provision of the service. The single bill arrangement may be provided under the following single bill alternatives if agreed to by such companies:

a. The billing company will bill and collect all appropriate charges in accordance with the regulations, rates and charges in its Access Service Tariff, or

b. The billing company will bill and collect all appropriate charges in accordance with the rates and charges in its access tariff, for the portion of the service it provides, and in accordance with the rates and charges of the access tariffs of the other Exchange Telephone Companies involved, for the portion of the service which they provide. The Interconnection charge of the end office Telephone Company will apply. The bill will separately identify each company's rates and charges, or

c. The billing company will bill and collect all appropriate charges in accordance with the rates and charges in the access tariffs of the other involved Exchange Telephone Companies, as forwarded to it by such companies for the portion of the service they provide, and in accordance with the rates and charges in its own access tariff for the portion of the service it provides. The Interconnection charge of the end office Telephone Company will apply. The bill will separately identify each company's rates and charges.

For b. and c. preceding, the charges billed for the portion of service provided by this Company are determined as set forth in C.3.a., b. and c. following. For nonrecurring charges, 100 percent of this Company's charge shall apply.

C. Multiple Bill Arrangements

1. General

Separate bills will be rendered by the Exchange Telephone Companies for FGB[2], FGC, FGD and the dedicated portions of FGA Access Service if the administration of a single bill arrangement, as set forth in B. preceding, is not agreed upon by the companies involved. In the event that the Exchange Telephone Companies involved agree to change from one billing arrangement to another, the IC or End User will be notified at least 30 days prior to the effective date of such change.

2. Ordering

The IC shall place its access service request with each Exchange Telephone Company involved in the provision of the service.

3. Rating and Billing of Service

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Except where indicated herein, references to feature groups will also include the applicable Basic Serving Arrangement (BSA) as detailed in the matrix of E6.1.3.A. (e.g., the term FGA represents both FGA and Line Side Basic Service Arrangement (LSBSA)).

Exhibit 21

E2. GENERAL REGULATIONS (T)

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

C. Multiple Bill Arrangements (Cont'd)

3. Rating and Billing of Service (Cont'd)

Each company will provide its portion of the Access Service based on the regulations, rates and charges contained in its Access Service Tariff, subject to the following rules, as appropriate:

a. The charges billed by this Company for mileage sensitive rate elements, e.g., ***BellSouth SWA*** Transport, Dedicated Access Service Interoffice Channels or ***BellSouth*** Directory Assistance ***Access*** Transport, are determined as follows: (T)

(1) The total mileage for the service is computed using the V&H Coordinate Method set forth in ***NATIONAL EXCHANGE CARRIER ASSOCIATION TARIFF FCC NO. 4 (NECA NO. 4).*** (T)

(2) A billing factor is determined from NECA No. 4 directly.

(3) This Company's rates and charges are then multiplied by the appropriate quantity(ies) and the billing factor to obtain the charges for this Company.

An example of this methodology is shown in 4. following.

b. The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved:

(1) When rates and charges are listed on a per point of termination basis, this Company's rates will be billed for the termination(s) within this Company's operating territory.

(2) When rates and charges are listed on a per unit basis, e.g., central office bridging or channelization, this Company's rates and charges will apply for units located in this Company's operating territory.

(3) When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this Company.

(4) When rates and charges are listed on a per service basis, this Company's rates and charges are allocated based upon the ratio of points on the dedicated access circuit that a company owns, in relation to the total number of points on the circuit.

(5) For the fixed portion of rates applicable to the mileage between central offices on Dedicated Access Service, and for the nonrecurring charges applicable to interoffice channels, fifty percent of this Company's rate will apply for each end of the interoffice channel that this Company provides.

For example:

If the interoffice channel is in a mileage band for which the appropriate rate for that band is $11.80, and this Company provides only one end of the interoffice channel, the rate would be fifty percent of $11.80, or $5.90. Likewise, fifty percent of this Company's nonrecurring charge would apply when this Company provides only one end of the interoffice channel.

E2. GENERAL REGULATIONS

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

C. Multiple Bill Arrangements (Cont'd)

3. Rating and Billing of Service (Cont'd)

b. The application of nondistance sensitive rate elements varies according to the rate structure and the location of the facilities involved: (Cont'd)

(5) (Cont'd)

If this Company does not provide either end of the interoffice channel, this Company's fixed rate for mileage between central offices and this Company's nonrecurring charges for interoffice channels shall not apply.

(6) For BellSouth SWA Dedicated Interoffice Channel Facility Termination rates, fifty percent of this Company's rate will apply for each end of the Dedicated Interoffice Channel that this Company provides.

For example:

If the BellSouth SWA Dedicated Interoffice Channel Facility Termination rate is $15.00, and this Company provides only one end of this BellSouth SWA Dedicated Interoffice Channel, the rate would be fifty percent of $15.00, or $7.50.

If this Company does not provide either end of the BellSouth SWA Dedicated Interoffice Channel, this Company's BellSouth SWA Dedicated Interoffice Channel Facility Termination rate shall not apply.

(7) Where this Company is the end office Company, 100 percent of this Company's Interconnection charge will apply.

c. For nonrecurring charges, 100 percent of this Company's charge shall apply, except as specified in b.(5) preceding; ***provided however, that for installation charges pursuant to E6.8.1.F, only fifty percent of this Company's installation charges will apply where, for trunks installations this Company owns neither the involved end office or access tandem, or for line side installations this Company does not own the Feature Group A dial tone office.*** (C)

4. Multiple Bill Example[1] for Switched Transport Rate Elements

a. Assume Switched Dedicated/Common Transport is ordered to an End Office in the operating territory of Company A. The IC premises is located in the operating territory of Company B.

(1) Switched Dedicated Transport

Note 1: Rates used in each example are for example purposes only.

E2. GENERAL REGULATIONS[1] (N)

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

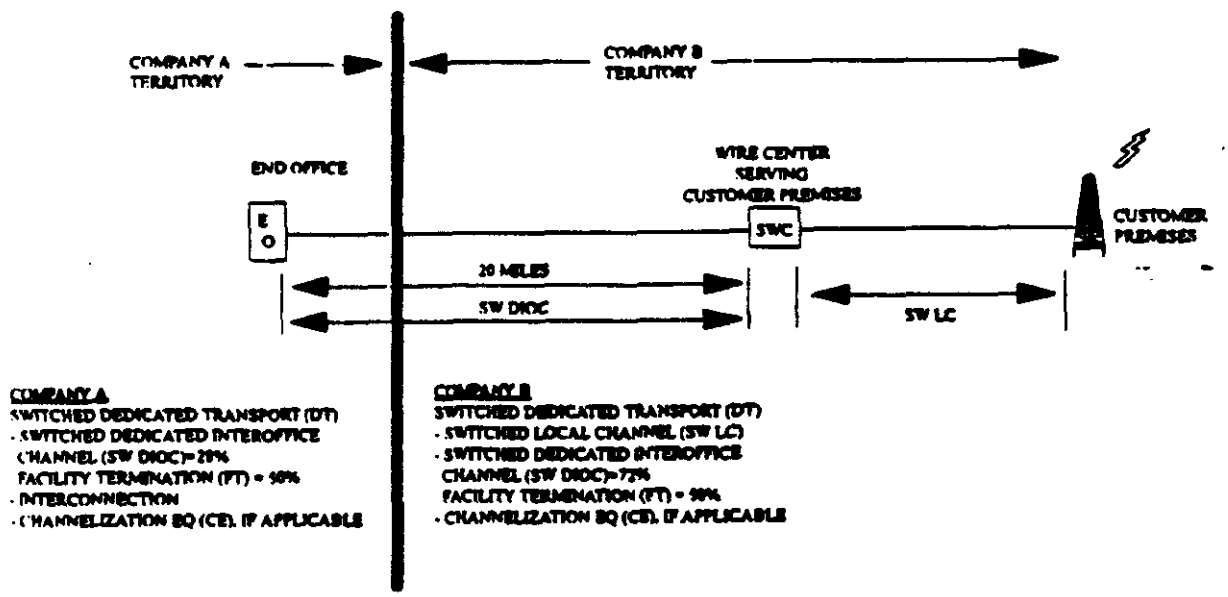
E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

C. Multiple Bill Arrangements (Cont'd)

4. Multiple Bill Example[2] for Switched Transport Rate Elements (Cont'd)

a. Assume Switched Dedicated/Common Transport is ordered to an End Office in the operating territory of Company A. The IC premises is located in the operating territory of Company B. (Cont'd)

(1) Switched Dedicated Transport (Cont'd)



Assume 20 miles of Switched Dedicated Transport (DT); Assume 8,000 minutes of use; Assume billing factor from NECA No. 4 of 28% for Company A and 72% for Company B.

COMPANY A - DT = $1.00 per mile
FT = $25.00 per month
INTERC. = $.002 per mou

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Rates used in each example are for example purposes only.

E2. GENERAL REGULATIONS[1] (N)

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

C. Multiple Bill Arrangements (Cont'd)

4. Multiple Bill Example[2] for Switched Transport Rate Elements (Cont'd)

a. Assume Switched Dedicated/Common Transport is ordered to an End Office in the operating territory of Company A. The IC premises is located in the operating territory of Company B. (Cont'd)

DT	20 mi x $1.00 x 28%	= $ 5.60
FT	$25.00 x 50%	= $12.50
INTERC.	$.002 x 8,000 mou	= $16.00

COMPANY A SWITCHED TRANSPORT = $34.10

COMPANY B - DT		= $ .50 per mile
FT		= $15.00 per month
SW LC		= $10.00 per month

SW LC		= $ 10.00
FT	$15.00 x 50%	= $ 7.50
DT	20 mi x $.50 x 72%	= $ 7.20

COMPANY B SWITCHED TRANSPORT = $24.70

(2) Switched Common Transport

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Rates used in each example are for example purposes only.

E2. GENERAL REGULATIONS[1] (N)

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

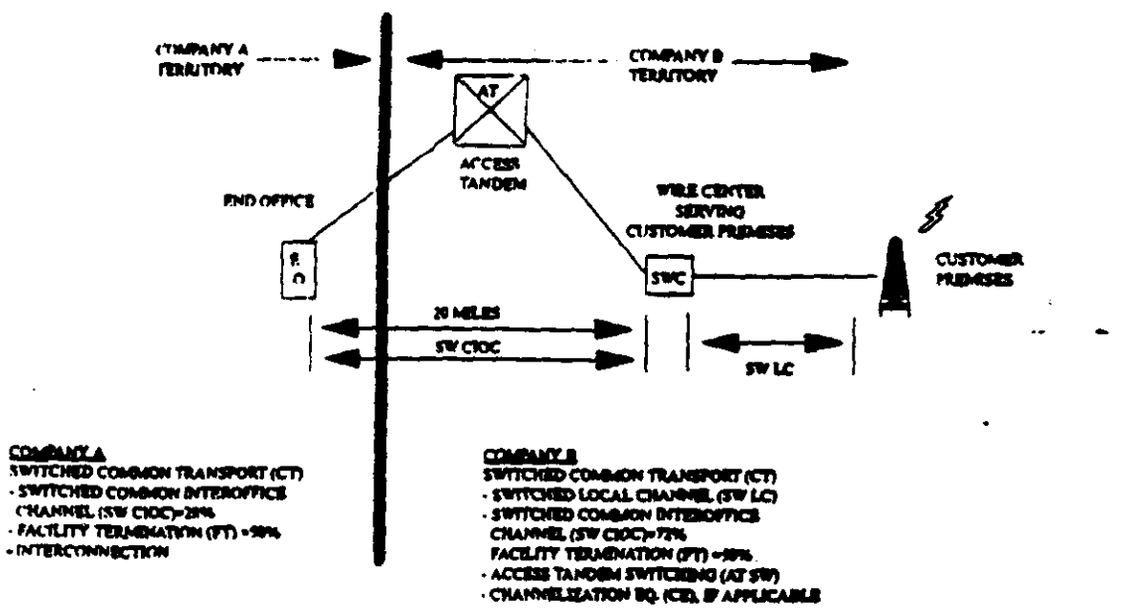
E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

C. Multiple Bill Arrangements (Cont'd)

4. Multiple Bill Example[2] for Switched Transport Rate Elements (Cont'd)

a. Assume Switched Dedicated/Common Transport is ordered to an End Office in the operating territory of Company A. The IC premises is located in the operating territory of Company B. (Cont'd)

(2) Switched Common Transport (Cont'd)



Assume 20 miles of Switched Common Transport (CT); and 8,000 minutes of use; assume a billing factor from NECA 4 of 28% for Company A and 72% for Company B.

COMPANY A - CT = $.0001 per mou/per mile
FT = $.0001 per mou
INTERC. = $.002 per mou

INTERC.	$.002 x 8,000 mou	= $16.00
CT	20 mi x $.0001 x 8,000 mou x 28%	= $ 4.48
FT	$.0001 x 8,000 mou x 50%	= $ .40

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Rates used in each example are for example purposes only.

E2. GENERAL REGULATIONS[1] (N)

E2.4 Payment Arrangements and Credit Allowances (Cont'd)

E2.4.8 Billing of Access Service Provided by Multiple Companies (Cont'd)

C. Multiple Bill Arrangements (Cont'd)

4. Multiple Bill Example[2] for Switched Transport Rate Elements (Cont'd)

COMPANY A SWITCHED TRANSPORT = $20.88

COMPANY B - CT		= $.0003 per mou/per mile
FT		= $.0001 per mou
AT Switching		= $.00005 per mou
SW LC		= $10.00

SW LC		= $10.00
AT SW	$.00005 x 8,000 mou	= $ .40
CT	20 mi x $.0001 x 8,000 mou x 72%	= $11.52
FT	$.0001 x 8,000 mou x 50%	= $ .40

COMPANY B SWITCHED TRANSPORT = $22.32

E2.4.9 Optional Payment Plan

A. Channel Services Payment Plan

1. General

a. The regulations specified herein are applicable to Dedicated Access Services as indicated in Section E7. of this Tariff.

b. Facilities furnished under the Channel Services Payment Plan (CSPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.

c. The CSPP is a payment plan which allows customers to pay fixed rates for channel equipment and/or facilities over variable contractual payment periods. A specific monthly rate applies for the duration of each period as follows, or as specified otherwise in this Tariff.

(1) 36 month Term Payment Plan - payment periods may be selected from 24 months to 48 months in length, at 36 month rates and charges.

(2) 60 month Term Payment Plan - payment periods may be selected from 49 months to 72 months in length, at 60 month rates and charges.

(3) 84 month Term Payment Plan - payment periods may be selected from 73 months to 96 months in length, at 84 month rates and charges.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

Note 2: Rates used in each example are for example purposes only.

EXHIBIT DJW-1

Dir. J

Vita of Don J. Wood

914 Stream Valley Trail, Alpharetta, Georgia 30022 ■ 770.475.9971, FAX 770.475.9972

EDUCATION

Emory University, Atlanta, Ga.
BBA in Finance, with Distinction.

College of William and Mary, Williamsburg, Va.
MBA, with concentration in Finance and Microeconomics.

CURRENT EMPLOYMENT

Don J. Wood is a Regional Director in the firm of Klick, Kent, and Allen/FTI Consulting, Inc. He provides economic and regulatory analysis services in telecommunications, cable, and related "convergence" industries, specializing in economic policy related to the development of competitive markets and cost of service issues. Mr. Wood was a founding partner of the firm of Wood & Wood, and has been employed in a management capacity at a major Local Exchange Company and an Interexchange Carrier. In each capacity he has been directly involved in both the development and implementation of regulatory policy. The subject matter of his testimony has ranged from broad policy issues to detailed cost analysis. Mr. Wood has presented testimony before the administrative regulatory bodies of twenty-five states, the District of Columbia, and Puerto Rico. He has also presented testimony in State and Federal courts and has prepared comments for filing with the Federal Communications Commission.

PREVIOUS INDUSTRY EMPLOYMENT

Wood & Wood
Principal.

BellSouth Services, Inc.
Staff Manager.

MCI Telecommunications Corporation
Manager of Regulatory Analysis, Southeast Division.
Manager, Corporate Economic Analysis and Regulatory Affairs.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 22
COMPANY/ WITNESS: Wood
DATE: 10-28-99

TESTIMONY - STATE REGULATORY COMMISSIONS:

Alabama Public Service Commission

Docket No. 19356, Phase III: Alabama Public Service Commission vs. All Telephone Companies Operating in Alabama, and Docket 21455: AT&T Communications of the South Central States, Inc., Applicant, Application for a Certificate of Public Convenience and Necessity to Provide Limited IntraLATA Telecommunications Service in the State of Alabama.

Docket No. 20895: In Re: Petition for Approval to Introduce Business Line Termination for MCI's 800 Service.

Docket No. 21071: In Re: Petition by South Central Bell for Introduction of Bidirectional Measured Service.

Docket No. 21067: In Re: Petition by South Central Bell to Offer Dial Back-Up Service and 2400 BPS Central Office Data Set for Use with PulseLink Public Packet Switching Network Service.

Docket No. 21378: In Re: Petition by South Central Bell for Approval of Tariff Revisions to Restructure ESSX and Digital ESSX Service.

Docket No. 21865: In Re: Petition by South Central Bell for Approval of Tariff Revisions to Introduce Network Services to be Offered as a Part of Open Network Architecture.

Docket No. 25703: In Re: In the Matter of the Interconnection Agreement Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 25704: In Re: Petition by AT&T Communications of the South Central States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE South Incorporated and CONTEL of the South, Inc. Concerning Interconnection and Resale under the Telecommunications Act of 1996.

Docket No. 25835: In Re: Petition for Approval of a Statement of Generally Available Terms and Conditions Pursuant to §252(f) of the Telecommunications Act of 1996 and Notification of Intention to File a §271 Petition for In-Region InterLATA Authority with the Federal Communications Commission Pursuant to the Telecommunications Act of 1996.

Docket No. 26029: In Re: Generic Proceeding - Consideration of TELRIC Studies.

Docket No. 25980: Implementation of the Universal Support Requirements of Section 254 of the Telecommunications Act of 1996.

Arkansas Public Service Commission

Docket No. 92-337-R: In the Matter of the Application for a Rule Limiting Collocation for Special Access to Virtual or Physical Collocation at the Option of the Local Exchange Carrier.

Public Utilities Commission of the State of Colorado

Docket No. 96A-345T: In the Matter of the Interconnection Contract Negotiations Between AT&T

Communications of the Mountain States, Inc., and US West Communications, Inc., Pursuant to 47 U.S.C. Section 252. Docket No. 96A-366T: In the Matter of the Petition of MCIMetro Access Transmission Services, Inc., for Arbitration Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with US West Communications, Inc. (consolidated).

Docket No. 96S-257T: In Re: The Investigation and Suspension of Tariff Sheets Filed by US West Communications, Inc., with Advice Letter No. 2608 Regarding Proposed Rate Changes.

Docket No. 98F-146T: Colorado Payphone Association, Complainant, v. US West Communications, Inc., Respondent.

State of Connecticut, Department of Utility Control

Docket 91-12-19: DPUC Review of Intrastate Telecommunications Services Open to Competition (Comments).

Docket No. 94-07-02: Development of the Assumptions, Tests, Analysis, and Review to Govern Telecommunications Service Reclassifications in Light of the Eight Criteria Set Forth in Section 6 of Public Act 94-83 (Comments).

Delaware Public Service Commission

Docket No. 93-31T: In the Matter of the Application of The Diamond State Telephone Company for Establishment of Rules and Rates for the Provision of IntelliLinQ-PRI and IntelliLinQ-BRI.

Docket No. 41: In the Matter of the Development of Regulations for the Implementation of the Telecommunications Technology Investment Act.

Florida Public Service Commission

Docket No. 881257-TL: In Re: Proposed Tariff by Southern Bell to Introduce New Features for Digital ESSX Service, and to Provide Structural Changes for both ESSX Service and Digital ESSX Service.

Docket No. 880812-TP: In Re: Investigation into Equal Access Exchange Areas (EAEAs), Toll Monopoly Areas (TMAs), 1+ Restriction to the Local Exchange Companies (LECs), and Elimination of the Access Discount.

Docket No. 890183-TL: In Re: Generic Investigation into the Operations of Alternate Access Vendors.

Docket No. 870347-TI: In Re: Petition of AT&T Communications of the Southern States for Commission Forbearance from Earnings Regulation and Waiver of Rule 25-4.495(1) and 25-24.480 (1) (b), F.A.C., for a trial period.

Docket No. 900708-TL: In Re: Investigation of Methodology to Account for Access Charges in Local Exchange Company (LEC) Toll Pricing.

Docket No. 900633-TL: In Re: Development of Local Exchange Company Cost of Service Study Methodology.

Docket No. 910757-TP: In Re: Investigation into the Regulatory Safeguards Required to Prevent Cross-Subsidization by Telephone Companies.

Docket No. 920260-TL: In Re: Petition of Southern Bell Telephone and Telegraph Company for Rate Stabilization, Implementation Orders, and Other Relief.

Docket No. 950985-TP: In Re: Resolution of Petitions to establish 1995 rates, terms, and conditions for interconnection involving local exchange companies and alternative local exchange companies pursuant to Section 364.162, Florida Statutes.

Docket No. 960846-TP: In Re: Petition by MCI Telecommunications Corporation and MCI Metro Access Transmission Services, Inc. for Arbitration of Certain Terms and Conditions of a proposed agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 and Docket No. 960833-TP: In Re: Petition by AT&T Communications of the Southern States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 960847-TP and 960980-TP: In Re: Petition by AT&T Communications of the Southern States, Inc., MCI Telecommunications Corporation, MCI Metro Access Transmission Service, Inc., for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE Florida Incorporated Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 961230-TP: In Re: Petition by MCI Telecommunications Corporation for Arbitration with United Telephone Company of Florida and Central Telephone Company of Florida Concerning Interconnection Rates, Terms, and Conditions, Pursuant to the Federal Telecommunications Act of 1996.

Docket No. 960786-TL: In Re: Consideration of BellSouth Telecommunications, Inc.'s Entry Into InterLATA Services Pursuant to Section 271 of the Federal Telecommunications Act of 1996.

Docket Nos. 960833-TP, 960846-TP, 960757-TP, and 971140-TP: Investigation to develop permanent rates for certain unbundled network elements.

Docket No. 980696-TP: In Re: Determination of the cost of basic local telecommunications service, pursuant to Section 364.025 Florida Statutes

Georgia Public Service Commission

Docket No. 3882-U: In Re: Investigation into Incentive Telephone Regulation in Georgia.

Docket No. 3883-U: In Re: Investigation into the Level and Structure of Intrastate Access Charges.

Docket No. 3921-U: In Re: Compliance and Implementation of Senate Bill 524.

Docket No. 3905-U: In Re: Southern Bell Rule Nisi.

Docket No. 3995-U: In Re: IntraLATA Toll Competition.

Docket No. 4018-U: In Re: Review of Open Network Architecture (ONA) (Comments).

Docket No. 5258-U: In Re: Petition of BellSouth Telecommunications for Consideration and Approval of its "Georgians FIRST" (Price Caps) Proposal.

Docket No. 5825-U: In Re: The Creation of a Universal Access Fund as Required by the Telecommunications Competition and Development Act of 1995.

Docket No. 6801-U: In Re: Interconnection Negotiations Between BellSouth Telecommunications, Inc. and AT&T Communications of the Southern States, Inc., Pursuant to Sections 251-252 and 271 of the Telecommunications Act of 1996.

Docket No. 6865-U: In Re: Petition by MCI for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Docket No. 7253-U: In Re: BellSouth Telecommunications, Inc.'s Statement of Generally Available Terms and Conditions Under Section 252 (f) of the Telecommunications Act of 1996.

Docket No. 7061-U: In Re: Review of Cost Studies and Methodologies for Interconnection and Unbundling of BellSouth Telecommunications Services.

Docket No. 10692-U: In Re: Generic Proceeding to Establish Long-Term Pricing Policies for Unbundled Network Elements.

Iowa Utilities Board

Docket No. RPU-95-10.

Docket No. RPU-95-11.

Kentucky Public Service Commission

Administrative Case No. 10321: In the Matter of the Tariff Filing of South Central Bell Telephone Company to Establish and Offer Pulselink Service.

Administrative Case No. 323: In the Matter of An Inquiry into IntraLATA Toll Competition, An Appropriate Compensation Scheme for Completion of IntraLATA Calls by Interexchange Carriers, and WATS Jurisdictionality.

- Phase IA: Determination of whether intraLATA toll competition is in the public interest.
- Phase IB: Determination of a method of implementing intraLATA competition.
- Rehearing on issue of Imputation.

Administrative Case No. 90-256, Phase II: In the Matter of A Review of the Rates and Charges and Incentive Regulation Plan of South Central Bell Telephone Company.

Administrative Case No. 336: In the Matter of an Investigation into the Elimination of Switched Access Service Discounts and Adoption of Time of Day Switch Access Service Rates.

Administrative Case No. 91-250: In the Matter of South Central Bell Telephone Company's Proposed Area Calling Service Tariff.

Administrative Case No. 96-431: In Re: Petition by MCI for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Administrative Case No. 96-478: In Re: The Petition by AT&T Communications of the South Central States, Inc. for Arbitration of Certain Terms and Conditions of a Proposed Agreement with GTE South Incorporated Concerning Interconnection and Resale Under the Telecommunications Act of 1996.

Administrative Case No. 96-482: In Re: The Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Administrative Case No. 360: In the Matter of: An Inquiry Into Universal Service and Funding Issues.

Administrative Case No. 96-608: In the Matter of: Investigation Concerning the Provision of InterLATA Services by BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996.

Louisiana Public Service Commission

Docket No. 17970: In Re: Investigation of the Revenue Requirements, Rate Structures, Charges, Services, Rate of Return, and Construction Program of AT&T Communications of the South Central States, Inc., in its Louisiana Operations.

Docket No. U-17949: In the Matter of an Investigation of the Revenue Requirements, Rate Structures, Charges, Services, Rate of Return, and Construction Program of South Central Bell Telephone Company, Its Louisiana Intrastate Operations, The Appropriate Level of Access Charges, and All Matters Relevant to the Rates and Service Rendered by the Company.

- Subdocket A (SCB Earnings Phase)

- Subdocket B (Generic Competition Phase)

Docket No. 18913-U: In Re: South Central Bell's Request for Approval of Tariff Revisions to Restructure ESSX and Digital ESSX Service.

Docket No. U-18851: In Re: Petition for Elimination of Disparity in Access Tariff Rates.

Docket No. U-22022: In Re: Review and Consideration of BellSouth Telecommunications, Inc.'s TSLRIC and LRIC Cost Studies Submitted Pursuant to Sections 901(C) and 1001(E) of the Regulations for Competition in the Local Telecommunications Market as Adopted by General Order Dated March 15, 1996 in Order to Determine the Cost of Interconnection Services and Unbundled Network Components to Establish Reasonable, Non-Discriminatory, Cost Based Tariffed Rates and Docket No. U-22093: In Re: Review and Consideration of BellSouth Telecommunications, Inc.'s Tariff Filing of April 1, 1996, Filed Pursuant to Section 901 and 1001 of the Regulations for Competition in the Local Telecommunications Market Which Tariff Introduces Interconnection and Unbundled Services and Establishes the Rates, Terms and Conditions for Such Service Offerings (consolidated).

Docket No. U-22145: In the Matter of Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. U-22252: In Re: Consideration and Review of BST's Preapplication Compliance with Section 271 of the Telecommunications Act of 1996, including but not limited to the fourteen requirements set forth in Section 271 (c) (2) (b) in order to verify compliance with section 271 and provide a recommendation to the FCC regarding BST's application to provide interLATA services originating in-region.

Docket No. U-20883 Subdocket A: In Re: Submission of the Louisiana Public Service Commission's Forward Looking Cost Study to the FCC for Purposes of Calculating Federal Universal Service Support.

Public Service Commission of Maryland

Case 8584, Phase II: In the Matter of the Application of MFS Intelenet of Maryland, Inc. for Authority to Provide and Resell Local Exchange and Intrastate Telecommunications Services in Areas Served by C&P Telephone Company of Maryland.

Case 8715: In the Matter of the Inquiry into Alternative Forms of Regulating Telephone Companies.

Case 8731: In the Matter of the Petitions for Approval of Agreements and Arbitration of Unresolved Issues Arising Under Section 252 of the Telecommunications Act of 1996.

Mississippi Public Service Commission

Docket No. U-5086: In Re: MCI Telecommunications Corporation's Metered Use Service Option D (Prism I) and Option E (Prism II).

Docket No. U-5112: In Re: MCI Telecommunications Corporation's Metered Use Option H (800 Service).

Docket No. U-5318: In Re: Petition of MCI for Approval of MCI's Provision of Service to a Specific Commercial Banking Customers for Intrastate Interexchange Telecommunications Service.

Docket 89-UN-5453: In Re: Notice and Application of South Central Bell Telephone Company for Adoption and Implementation of a Rate Stabilization Plan for its Mississippi Operations.

Docket No. 90-UA-0280: In Re: Order of the Mississippi Public Service Commission Initiating Hearings Concerning (1) IntraLATA Competition in the Telecommunications Industry and (2) Payment of Compensation by Interexchange Carriers and Resellers to Local Exchange Companies in Addition to Access Charges.

Docket No. 92-UA-0227: In Re: Order Implementing IntraLATA Competition.

Docket No. 96-AD-0559: In Re: In the Matter of the Interconnection Agreement Negotiations Between AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 98-AD-035: Universal Service.

Docket No. 97-AD-544: In Re: Generic Proceeding to Establish Permanent Prices for BellSouth Interconnection and Unbundled Network Elements.

Nebraska Public Service Commission

Docket No. C-1385: In the Matter of a Petition for Arbitration of an Interconnection Agreement Between AT&T Communications of the Midwest, Inc., and US West Communications, Inc.

New York Public Service Commission

Case No. 28425: Proceeding on Motion of the Commission as to the Impact of the Modification of Final Judgement and the Federal Communications Commission's Docket 78-72 on the Provision of Toll Service in New York State.

North Carolina Public Utilities Commission

Docket No. P-100, Sub 72: In the Matter of the Petition of AT&T to Amend Commission Rules Governing Regulation of Interexchange Carriers (Comments).

Docket No. P-141, Sub 19: In the Matter of the Application of MCI Telecommunications Corporation to Provide InterLATA Facilities-Based Telecommunications Services (Comments).

Docket No. P-55, Sub 1013: In the Matter of Application of BellSouth Telecommunications, Inc. for, and Election of, Price Regulation.

Docket Nos. P-7, Sub 825 and P-10, Sub 479: In the Matter of Petition of Carolina Telephone and Telegraph and Central Telephone Company for Approval of a Price Regulation Plan Pursuant to G.S. 62-133.5.

Docket No. P-19, Sub 277: In the Matter of Application of GTE South Incorporated for and Election of, Price Regulation.

Docket No. P-141, Sub 29: In the Matter of: Petition of MCI Telecommunications Corporation for Arbitration of Interconnection with BellSouth Telecommunications, Inc., Petition of AT&T Communications of the Southern States, Inc. for Arbitration of Interconnection with BellSouth Telecommunications, Inc. (consolidated).

Docket No. P-141, Sub 30: In the Matter of: Petition of MCI Telecommunications Corporation for Arbitration of Interconnection with General Telephone Company of North Carolina, Inc., Petition of AT&T Communications of the Southern States, Inc. for Arbitration of Interconnection with General Telephone Company of North Carolina, Inc. (consolidated).

Docket No. P-100, Sub 133b: Re: In the Matter of Establishment of Universal Support Mechanisms Pursuant to Section 254 of the Telecommunications Act of 1996.

Docket No. P-100, Sub 133d: Re: Proceeding to Determine Permanent Pricing for Unbundled Network Elements.

Docket No. P-100, Sub 84b: Re: In the Matter of Petition of North Carolina Payphone Association for Review of Local Exchange Company Tariffs for Basic Payphone Services (Comments).

Public Utilities Commission of Ohio

Case No. 93-487-TP-ALT: In the Matter of the Application of The Ohio Bell Telephone Company for Approval of an Alternative Form of Regulation.

Oklahoma Corporation Commission

Cause No. PUD 01448: In the Matter of the Application for an Order Limiting Collocation for Special

Access to Virtual or Physical Collocation at the Option of the Local Exchange Carrier.

Public Utility Commission of Oregon

Docket No. UT 119: In the Matter of an Investigation into Tariffs Filed by US West Communications, Inc., United Telephone of the Northwest, Pacific Telecom, Inc., and GTE Northwest, Inc. in Accordance with ORS 759.185(4).

Docket No. ARB 3: In the Matter of the Petition of AT&T Communications of the Pacific Northwest, Inc., for Arbitration of Interconnection Rates, Terms, and Conditions Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996. Docket No. ARB 6: In the Matter of the Petition of MCIMetro Access Transmission Services, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996 (consolidated).

Docket No. ARB 9: In the Matter of the Petition of an Interconnection Agreement Between MCIMetro Access Transportation Services, Inc. and GTE Northwest Incorporated, Pursuant to 47 U.S.C. Section 252

Pennsylvania Public Utilities Commission

Docket No. I-00910010: In Re: Generic Investigation into the Current Provision of InterLATA Toll Service.

Docket No. P-00930715: In Re: The Bell Telephone Company of Pennsylvania's Petition and Plan for Alternative Form of Regulation under Chapter 30.

Docket No. R-00943008: In Re: Pennsylvania Public Utility Commission v. Bell Atlantic-Pennsylvania, Inc. (Investigation of Proposed Promotional Offerings Tariff).

Docket No. M-00940587: In Re: Investigation pursuant to Section 3005 of the Public Utility Code, 66 Pa. C. S. §3005, and the Commission's Opinion and Order at Docket No. P-930715, to establish standards and safeguards for competitive services, with particular emphasis in the areas of cost allocations, cost studies, unbundling, and imputation, and to consider generic issues for future rulemaking.

South Carolina Public Service Commission

Docket No. 90-626-C: In Re: Generic Proceeding to Consider Intrastate Incentive Regulation.

Docket No. 90-321-C: In Re: Petition of Southern Bell Telephone and Telegraph Company for Revisions to its Access Service Tariff Nos. E2 and E16.

Docket No. 88-472-C: In Re: Petition of AT&T of the Southern States, Inc., Requesting the Commission to Initiate an Investigation Concerning the Level and Structure of Intrastate Carrier Common Line (CCL) Access Charges.

Docket No. 92-163-C: In Re: Position of Certain Participating South Carolina Local Exchange Companies for Approval of an Expanded Area Calling (EAC) Plan.

Docket No. 92-182-C: In Re: Application of MCI Telecommunications Corporation, AT&T Communications of the Southern States, Inc., and Sprint Communications Company, L.P., to Provide IntraLATA Telecommunications Services.

Docket No. 95-720-C: In Re: Application of BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company for Approval of an Alternative Regulation Plan.

Docket No. 96-358-C: In Re: Interconnection Agreement Negotiations Between AT&T Communications of the Southern States, Inc. and BellSouth Telecommunications, Inc., Pursuant to 47 U.S.C. § 252.

Docket No. 96-375-C: In Re: Interconnection Agreement Negotiations Between AT&T Communications of the Southern States, Inc. and GTE South Incorporated Pursuant to 47 U.S.C. § 252.

Docket No. 97-101-C: In Re: Entry of BellSouth Telecommunications, Inc. into the InterLATA Toll Market.

Docket No. 97-374-C: In Re: Proceeding to Review BellSouth Telecommunications, Inc. Cost for Unbundled Network Elements.

Docket No. 97-239-C: Intrastate Universal Service Fund.

Docket No. 97-124-C: BellSouth Telecommunications, Inc. Revisions to its General Subscriber Services Tariff and Access Service Tariff to Comply with the FCC's Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996.

Tennessee Public Service Commission

Docket No. 90-05953: In Re: Earnings Investigation of South Central Bell Telephone Company.

Docket Nos. 89-11065, 89-11735, 89-12677: AT&T Communications of the South Central States, MCI Telecommunications Corporation, US Sprint Communications Company -- Application for Limited IntraLATA Telecommunications Certificate of Public Convenience and Necessity.

Docket No. 91-07501: South Central Bell Telephone Company's Application to Reflect Changes in its Switched Access Service Tariff to Limit Use of the 700 Access Code.

Tennessee Regulatory Authority

Docket No. 96-01152: In Re: Petition by AT&T Communications of the South Central States, Inc. for Arbitration under the Telecommunications Act of 1996 and Docket No. 96-01271: In Re: Petition by MCI Telecommunications Corporation for Arbitration of Certain Terms and Conditions of a Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996 (consolidated).

Docket No. 96-01262: In Re: Interconnection Agreement Negotiations Between AT&T of the South Central States, Inc. and BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. § 252.

Docket No. 97-01262: Proceeding to Establish Permanent Prices for Interconnection and Unbundled Network Elements.

Docket No. 97-00888: Universal Service Generic Contested Case.

Public Utility Commission of Texas

Docket No. 12879: Application of Southwestern Bell Telephone Company for Expanded Interconnection

for Special Access Services and Switched Transport Services and Unbundling of Special Access DS1 and DS3 Services Pursuant to P. U. C. Subst. R. 23.26.

Docket No. 18082: Complaint of Time Warner Communications against Southwestern Bell Telephone Company.

Virginia State Corporation Commission

Case No. PUC920043: Application of Virginia Metrotel, Inc. for a Certificate of Public Convenience and Necessity to Provide InterLATA Interexchange Telecommunications Services.

Case No. PUC920029: Ex Parte: In the Matter of Evaluating the Experimental Plan for Alternative Regulation of Virginia Telephone Companies.

Case No. PUC930035: Application of Contel of Virginia, Inc. d/b/a GTE Virginia to implement community calling plans in various GTE Virginia exchanges within the Richmond and Lynchburg LATAs.

Case No. PUC930036: Ex Parte: In the Matter of Investigating Telephone Regulatory Methods Pursuant to Virginia Code § 56-235.5, & Etc.

Washington Utilities and Transportation Commission

Docket Nos. UT-941464, UT-941465, UT-950146, and UT-950265 (Consolidated): Washington Utilities and Transportation Commission, Complainant, vs. US West Communications, Inc., Respondent; TCG Seattle and Digital Direct of Seattle, Inc., Complainant, vs. US West Communications, Inc., Respondent; TCG Seattle, Complainant, vs. GTE Northwest Inc., Respondent; Electric Lightwave, Inc., vs. GTE Northwest, Inc., Respondent.

Docket No. UT-950200: In the Matter of the Request of US West Communications, Inc. for an Increase in its Rates and Charges.

Public Service Commission of Wyoming

Docket No. 70000-TR-95-238: In the Matter of the General Rate/Price Case Application of US West Communications, Inc. (Phase I).

Docket No. PSC-96-32: In the Matter of Proposed Rule Regarding Total Service Long Run Incremental Cost (TSLRIC) Studies.

Docket No. 70000-TR-98-420: In the Matter of the Application of US West Communications, Inc. for authority to implement price ceilings in conjunction with its proposed Wyoming Price Regulation Plan for essential and noncompetitive telecommunications services (Phase III).

Docket No. 70000-TR-99-480: In the Matter of the Application of US West Communications, Inc. for authority to implement price ceilings in conjunction with its proposed Wyoming Price Regulation Plan for essential and noncompetitive telecommunications services (Phase IV).

Public Service Commission of the District of Columbia

Formal Case No. 814, Phase IV: In the Matter of the Investigation into the Impact of the AT&T Divestiture

and Decisions of the Federal Communications Commission on Bell Atlantic - Washington, D. C. Inc.'s Jurisdictional Rates.

Puerto Rico Telecommunications Regulatory Board

Case No. 98-Q-0001: In Re: Payphone Tariffs.

COMMENTS - FEDERAL COMMUNICATIONS COMMISSION

CC Docket No. 92-91: In the Matter of Open Network Architecture Tariffs of Bell Operating Companies.

CC Docket No. 93-162: Local Exchange Carriers' Rates, Terms, and Conditions for Expanded Interconnection for Special Access.

CC Docket No. 91-141: Common Carrier Bureau Inquiry into Local Exchange Company Term and Volume Discount Plans for Special Access.

CC Docket No. 94-97: Review of Virtual Expanded Interconnection Service Tariffs.

CC Docket No. 94-128: Open Network Architecture Tariffs of US West Communications, Inc.

CC Docket No. 94-97, Phase II: Investigation of Cost Issues, Virtual Expanded Interconnection Service Tariffs.

CC Docket No. 97-231: Application by BellSouth to Provide In-Region InterLATA Services

CC Docket No. 98-121: Application by BellSouth to Provide In-Region InterLATA Services

TESTIMONY - STATE AND FEDERAL COURTS

Court of Common Pleas, Philadelphia County, Pennsylvania

Shared Communications Services of 1800-80 JFK Boulevard, Inc., Plaintiff, v. Bell Atlantic Properties, Inc., Defendant.

United States District Court for the District of South Carolina, Columbia Division

Brian Wesley Jeffcoat, on behalf of himself and others similarly situated, Plaintiffs, v. Time Warner Entertainment - Advance/Newhouse Partnership, Defendant.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 990750-TP EXHIBIT NO. 23
COMPANY/
WITNESS: Varner
DATE: 10-22-99

Quad

Florida Rate and Cost Analysis

Cost Ref. #	Rate Element	Cost			Rate			Source
		Recurring	Non-recurring Electronic	Non-recurring Manual	Recurring	Non-recurring Electronic	Non-recurring Manual	
A.0	**Unbundled Local Loop**							
A.1	*2-Wire Analog Voice Grade Loop*							
A.1.1	2-wire analog voice grade loop – service level 1	17.12	34.04 31.12		17.12	34.04 31.12		Cost Study
A.1.2	2-wire analog voice grade loop – service level 2	20.52	84.40 81.56		20.52	84.40 81.56		Cost Study
A.1.5	2-wire analog voice grade loop – service level 2 – order coordination for specified conversion time		36.85			36.85		Cost Study
A.1.199	2-wire analog voice grade loop – service level 1 – disconnect		1.70 1.70			1.70 1.70		Cost Study
A.1.299	2-wire analog voice grade loop – service level 2 – disconnect		20.99 20.99			20.99 20.99		Cost Study
A.6	*2-Wire Asymmetrical Digital Subscriber Line (ADSL) Loop*							
A.6.1	2-wire asymmetrical digital subscriber line (ADSL) loop				15.81	113.85 99.61		4/29/98 Order
A.7	*2-Wire High Bit Rate Digital Subscriber Line (HDSL) Loop*							
A.7.1	2-wire high bit rate digital subscriber line (HDSL) loop				12.12	113.85 99.61		4/29/98 Order
A.8	*4-Wire High Bit Rate Digital Subscriber Line (HDSL) Loop*							
A.8.1	4-wire high bit rate digital subscriber line (HDSL) loop				18.24	116.91 101.71		4/29/98 Order
	Reciprocal Compensation							
C.1.1	End office switching function per MOU				.0175 Init. .005 add'l.			12/31/96 Order

Shaded entries indicate rates approved by the Florida Public Service Commission in its April 29, 1998 Order No. PSC-98-0604-FOF-TP in Docket Nos. 960757-TP, 960833-TP, and 960846-TP or in its December 31, 1996 Order No. PSC-96-1579-FOF-TP in Docket Nos. 960833-TP, 960846-TP, and 960916-TP.

Under the non-recurring column, where there are two entries, the first entry is for the first unit installed, and the second entry is for each additional unit installed.

Florida Rate and Cost Analysis

		Cost			Rate			
Cost Ref. #	Rate Element	Recurring	Non-recurring Electronic	Non-recurring Manual	Recurring	Non-recurring Electronic	Non-recurring Manual	Source
	Tandem switching function per MOU				.00029			12/31/96 Order
	Common Transport – per mile, per MOU				.000012			12/31/96 Order
	Common Transport – facilities termination per MOU				.0005			12/31/96 Order
F.0	**Operations Support Systems (OSS)**							
F.1	*Operations Support Systems (OSS)*							
F.1.1	Recovery of incremental OSS costs, per ASR order		6.78	20.08		6.78	20.08	Cost Study
H.0	**Collocation**							
H.1	*Physical Collocation*							
H.1.1	Physical Collocation – application cost				15.53		3,248.00	4/29/98 Order
	Physical Collocation – cage construction cost per first 100 square feet Wire cage				41.99			4/29/98 Order
	Gypsum cage				84.10			
	Fire rated cage				99.73			
	Physical Collocation – cage construction cost per first additional 50 square feet							4/29/98 Order
	Wire cage				4.14			
	Gypsum cage				9.35			
	Fire rated cage				11.30			
H.1.5	Physical Collocation – cable installation cost per cable				2.77		1,056.00	4/29/98 Order
	Physical Collocation – cable installation cable rack				22.94			4/29/98 Order
H.1.6	Physical Collocation – floor space, per square foot – Zone A				4.25			4/29/98 Order
H.1.8	Physical Collocation – power, per ampere (48V DC)				6.95			4/29/98 Order
H.1.12	Physical collocation – DS3 cross connects							
	Cross connects 2-wire, per 100 circuits				5.24	1157.00		4/29/98 Order

Shaded entries indicate rates approved by the Florida Public Service Commission in its April 29, 1998 Order No. PSC-98-0604-FOF-TP in Docket Nos. 960757-TP, 960833-TP, and 960846-TP or in its December 31, 1996 Order No. PSC-96-1579-FOF-TP in Docket Nos. 960833-TP, 960846-TP, and 960916-TP.

Under the non-recurring column, where there are two entries, the first entry is for the first unit installed, and the second entry is for each additional unit installed.

Florida Rate and Cost Analysis

Cost Ref. #	Rate Element	Cost			Rate			Source
		Recurring	Non-recurring Electronic	Non-recurring Manual	Recurring	Non-recurring Electronic	Non-recurring Manual	
	Cross connects 4-wire, per 100 circuits				5.24	1157.00		4/29/98 Order
	Cross connects DS-1/DCS, per 28 circuits				226.39	1950.00		4/29/98 Order
	Cross connects DS-1/DSX, per 28 circuits				11.51	1950.00		4/29/98 Order
	Cross connects DS-3/DCS, per circuit				56.97	528.00		4/29/98 Order
	Cross connects DS-3/DSX, per circuit				10.06	528.00		4/29/98 Order
	Cross connects – Optical circuits, per connection				6.46	2431.00		4/29/98 Order
	Physical Collocation – Security Access System – New Access Card Activation, per request-5 cards						85.12	4/29/98 Order
	Physical collocation – security escort – basic, per quarter hour						10.89	4/29/98 Order
H.1.18	Physical collocation – security escort – overtime, per quarter hour						13.64	4/29/98 Order
H.1.19	Physical collocation – security escort – premium, per quarter hour						16.40	4/29/98 Order

Shaded entries indicate rates approved by the Florida Public Service Commission in its April 29, 1998 Order No. PSC-98-0604-FOF-TP in Docket Nos. 960757-TP, 960833-TP, and 960846-TP or in its December 31, 1996 Order No. PSC-96-1579-FOF-TP in Docket Nos. 960833-TP, 960846-TP, and 960916-TP.

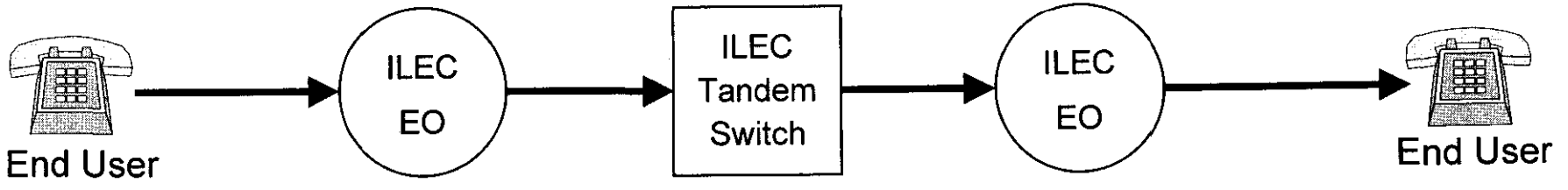
Under the non-recurring column, where there are two entries, the first entry is for the first unit installed, and the second entry is for each additional unit installed.

Reciprocal Compensation

- ILEC receives monthly fee from its end user to apply towards the cost of terminating local calls

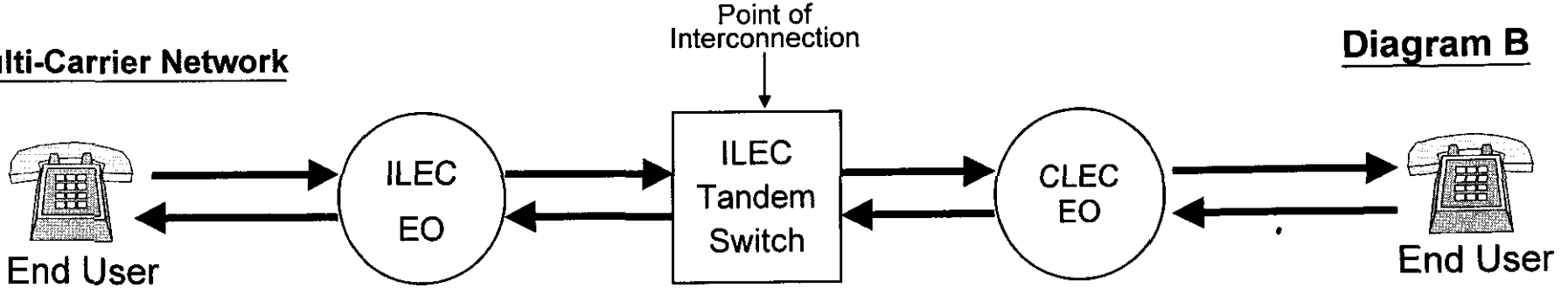
Single Carrier Network

Diagram A



Multi-Carrier Network

Diagram B



Call Flow

ILEC pays CLEC
Reciprocal Compensation

Call Flow

CLEC pays ILEC
Reciprocal Compensation

Access Service for IXC-Bound and ISP-Bound Traffic Involving Single Carrier Network

Diagram C

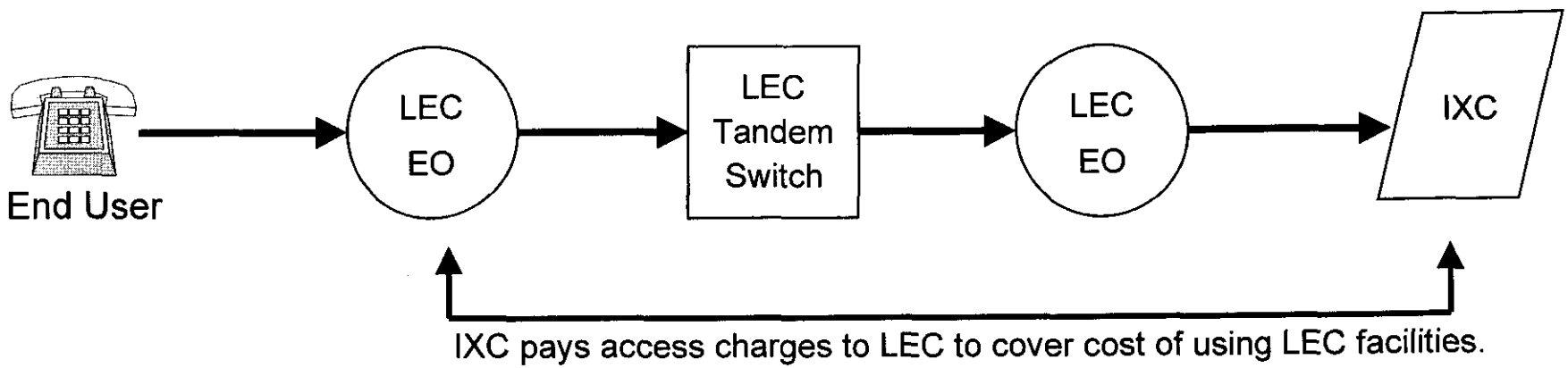
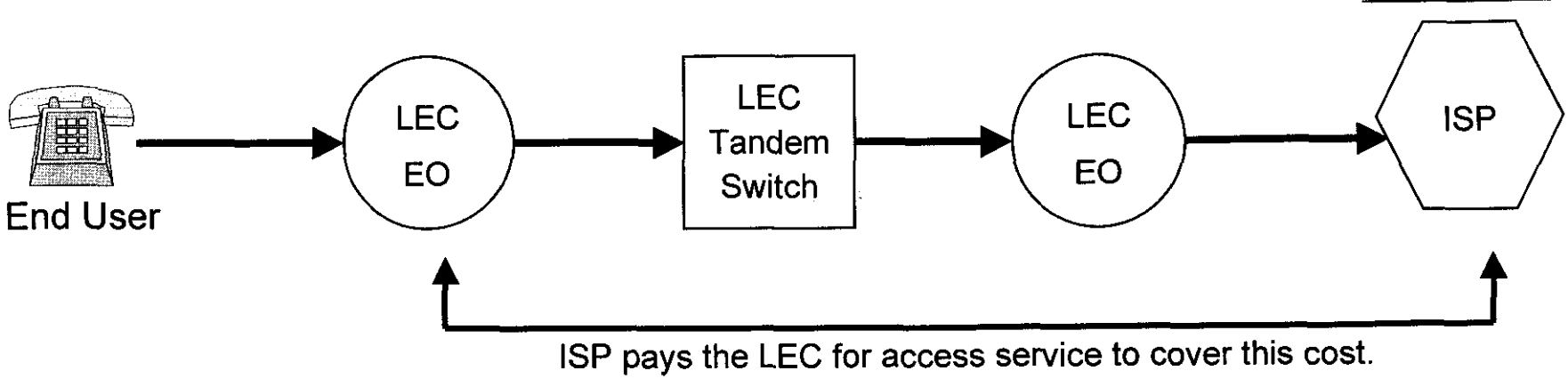


Diagram D





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BellSouth Telecommunications, Inc.
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Exhibit AJV-4
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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Inter-Carrier Compensation	)	CC Docket No. 99-68
for ISP-Bound Traffic	)	

COMMENTS

BELLSOUTH CORPORATION
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Date: April 12, 1999

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SUMMARY

The purpose of the *NPRM* is to consider the adoption of a rule "regarding the compensation for ISP-bound traffic.

BellSouth suggests that the Commission should adopt an inter-carrier compensation approach that: (1) recognizes that ISP traffic is interstate; (2) calls for negotiations between the carriers jointly providing the Internet access service; (3) is based on revenue sharing with the primary carrier sharing revenue with the secondary carrier; and (4) uses negotiation to determine the amount of inter-carrier compensation. Such an inter-carrier compensation approach promotes the Commission's goals and objectives.

Further, the Commission should find that ISP-bound traffic cannot be separated into its interstate and intrastate components. Any single Internet session can result in an Internet user accessing information in his/her own state, another state, or another country. The same user could "chat" online with people across the street or on the other side of the world. The inability to distinguish the jurisdictional nature of each communication that travels across the Internet leads to the conclusion that Internet traffic is inserverable and must be considered jurisdictionally interstate.

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Inter-Carrier Compensation	)	CC Docket No. 99-68
for ISP-Bound Traffic	)	

COMMENTS

BellSouth Corporation and BellSouth Telecommunications, Inc. ("BellSouth") hereby submit the following comments on the *Notice of Proposed Rulemaking,* released on February 26, 1999,[1] regarding inter-carrier compensation for ISP-bound traffic.

I. INTRODUCTION

In its *Declaratory Ruling*, the Commission found that Internet-bound communications do not terminate at an Internet Service Provider's ("ISP") local server but "continue to the ultimate destination or destinations, specifically at an Internet website that is often located in another state."[2] The Commission also concluded that a substantial portion of Internet traffic involves accessing interstate or foreign websites and hence is jurisdictionally interstate.[3] The purpose of

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1 *In the Matter of Inter-Carrier Compensation for ISP-Bound Traffic,* CC Docket No. 99-68, *Notice of Proposed Rulemaking,* FCC 99-38, released February 26, 1999 ("*NPRM*").

2 *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996,* CC Docket No. 96-98, *Declaratory Ruling,* FCC 99-38, released February 26, 1999 at ¶ 12 ("*Declaratory Ruling*").

3 *Id.* at ¶¶ 18 and 20.

the *NPRM* is to consider the adoption of a rule governing inter-carrier compensation for ISP-bound traffic.[4]

As a preliminary matter, it is necessary to establish the framework within which the issue of inter-carrier compensation should be considered. The interstate connection that permits an ISP to communicate with its subscribers falls within the scope of exchange access and, accordingly, constitutes an access service as defined by the Commission:

> *Access Service* includes services and facilities provided for the origination or termination of any interstate or foreign telecommunication.[5] (emphasis added)

The fact that the Commission has exempted enhanced service providers, including ISPs, from paying interstate access charges does not alter the fact that the connection an ISP obtains is an access connection. Instead, the exemption limits the compensation that a local exchange carrier ("LEC") in providing such a connection can obtain from an ISP.[6] Further, under the access charge exemption, the compensation derived by a LEC providing the service to an ISP has been limited to the rates and charges associated with business exchange services. Nevertheless, the ISP's service involves interstate communications. The ISP obtains a service that enables a communications path to be established by its subscriber. The ISP, in turn, recovers the cost of the telecommunications services it uses to deliver its service through charges it assesses on the subscribers of the ISP's service.

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4 *NPRM* at ¶ 28.

5 47 C.F.R. § 69.2(b).

6 The access charge exemption only applies to LECs that are subject to the Commission's access charge rules (47 C.F.R. § 69.1 *et. seq.*).

Where two or more carriers are involved in establishing the communications path between the ISP and the ISP's subscriber, the access service to the ISP is jointly provided. Such jointly provided access arrangements are not new or unique nor are the associated mechanisms to handle inter-carrier compensation. The services ISPs obtain for access to their subscribers are technically similar to the line side connections available under Feature Group A. For such line side arrangements, the Commission has relied on revenue sharing agreements for the purpose of inter-carrier compensation. The long history and precedent regarding inter-carrier compensation for interstate services are instructive and relevant to the Commission's determinations in this proceeding.

II. INTER-CARRIER COMPENSATION FOR ISP-BOUND INTERSTATE TRAFFIC

The *NPRM* expresses the Commission's preference that any rule pertaining to inter-carrier compensation be based upon negotiations entered into by the respective carriers.[7] BellSouth supports a federal rule that calls for negotiation between the carriers to determine inter-carrier compensation for jointly provided interstate-services. Negotiation has long been a mechanism employed by the Commission with regard to other jointly provided access arrangements that involved potential revenue sharing. Relying on the negotiation process enables agreements to reflect the differing circumstances that arise and permits carriers to craft agreements that are particular to those circumstances.

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[7] *NPRM* at ¶ 28.

The *NPRM* presents an approach to inter-carrier compensation based on the negotiation process established in Sections 251 and 252 of the Communications Act.[8] As explained more fully below, such an approach is not acceptable because the Commission does not have the statutory authority to adopt it. In response to the *NPRM*'s invitation, BellSouth submits an alternative approach that is consistent with the revenue sharing approaches followed by the Commission in connection with jointly provided access service.

A. The Commission Should Not Adopt The Alternative Set Forth In The *NPRM*

The approach for interstate inter-carrier compensation set forth in the *NPRM* would make the negotiations for such compensation subject to the negotiation process established by Sections 251 and 252 of the Communications Act. The proposal contemplates that a failure on the part of the parties to reach an agreement would be subject to the arbitration procedures set forth in Section 252 of the Communications Act, wherein state commissions would have the responsibility of arbitrating any unresolved issues. Under this proposal, the Commission would have no oversight role unless the state commission failed to act in accordance with the provisions of Section 252. This proposal is fundamentally flawed.

Neither Section 251 nor Section 252 governs interstate inter-carrier compensation arrangements. The duty to negotiate under Section 251 pertains only to fulfilling the duties set forth in subsections (b) and (c) of Section 251. Section 251(b) relates to local exchange carriers' obligations regarding resale, number portability, dialing parity, access to rights-of-way, and reciprocal compensation. Inter-carrier compensation for jointly provided interstate services is

[8] 47 U.S.C. §§ 251 and 252.

unrelated to any of these Section 251(b) obligations.[9] Likewise, there is no nexus between Section 251(c) and interstate inter-carrier compensation. The duty to negotiate under Section 251(c) pertains to the terms and conditions that relate to interconnection, access to unbundled network elements, resale, and collocation. There is nothing in Section 251(c) that would govern interstate inter-carrier compensation.

A state commission's arbitration authority under Section 252 extends only to agreements negotiated pursuant to the requirements of Section 251. Because inter-carrier compensation for interstate services is not governed by Section 251, state commissions are without the statutory authority to arbitrate disputes over such matters. Further, the Commission does not have the authority to rewrite the Communications Act and vest the state commissions with the power to regulate matters relating to interstate communications that, under the Act, are specifically reserved to the Commission.[10]

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[9] Indeed, of the five obligations enumerated in Section 251(b), only reciprocal compensation could be remotely relevant. The Commission's *Declaratory Ruling*, however, is dispositive:

> As noted, section 251(b)(5) of the Act and our rules promulgated pursuant to that provision concern inter-carrier compensation for interconnected *local* telecommunications traffic. We conclude in this Declaratory Ruling, however, that ISP-bound traffic is non-local interstate traffic. Thus, the reciprocal compensation requirements of section 251(b)(5) of the Act and Section 251, Subpart H (Reciprocal Compensation for Transport and Termination of Local Telecommunications Traffic) of the Commission's rules do not govern inter-carrier compensations for this traffic.

Declaratory Ruling at n. 87.

[10] *See* 47 U.S.C. §§ 151 and 152(a). Similarly, the Commission does not have the statutory authority to vest federal district courts with the authority to review decisions regarding inter-carrier compensation for interstate communications. Under Section 252, federal district courts only have jurisdiction to review state commission actions "to determine whether the agreement

As an alternative to relying on Sections 251 and 252, the *NPRM* proposes that the Commission adopt "a set of federal rules governing inter-carrier compensation for ISP-bound traffic pursuant to which parties would engage in negotiations concerning rates, terms and conditions applicable to delivery of interstate ISP-bound traffic."[11] Without question, the only type of mechanism that can govern inter-carrier compensation for interstate services must be one over which the Commission has oversight. Federal rules that bind interstate inter-carrier compensation obligations would be appropriate.

The *NPRM*, however, assumes that for federal rules to operate properly, an arbitration-like process needs to be in-place. Arbitration is not an essential element for effective negotiation of interstate inter-carrier compensation agreements. Further, while the Commission has considerable latitude in managing its proceedings, it must be mindful that in conducting its affairs, it must do so in a manner that is consistent with the Administrative Procedures Act and the Communications Act. Thus, the Commission cannot divest the courts of appeal of jurisdiction to review final Commission orders or to force carriers to engage in binding arbitration. To the extent disputes arise during the inter-carrier compensation negotiations, the statutory complaint process and the Commission's implementing rules already provide an *effective dispute resolution mechanism.*

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or statement meets the requirements of section 251 and this section." 47 U.S.C. § 252(e)(6). Inter-carrier compensation for interstate services is unrelated to the requirements of Sections 251 or 252.

[11] *NPRM* at ¶ 31.

B. The Parameters Of A Properly Crafted Inter-Carrier Compensation Mechanism

At the outset, the Commission must recognize that any interstate inter-carrier compensation mechanism adopted in this proceeding gives rise to interstate costs that must be recovered through interstate rates. As obvious as this principle is, nothing in the *NPRM* indicates that the Commission has given any consideration to this basic concept. Yet, Commission precedent regarding inter-carrier compensation, *i.e.*, primary/secondary carrier agreements, revenue sharing agreements and meet point billing, firmly establishes that compensation between one carrier and another is for the purpose of recovering costs of jointly provided services and the cost of such compensation is borne by the subscriber of the jointly provided service.

For ISP-bound traffic, the ISP is purchasing an access service to receive communications from its subscribers. It uses the telecommunications service to provide its enhanced services and recovers its costs through fees charged to its subscribers. For dial-up connections, the ISP is obtaining a service that is analogous to a Feature Group A access service in that it obtains a dial tone service that has a 7/10 digit local number associated with it. The primary difference between Feature Group A and the ISP dial-up connection is that Feature Group A is based on two-way usage sensitive prices, whereas the Commission has limited the price for an ISP dial-up connection to the equivalent business exchange service rate.[12] Notwithstanding the pricing differences, the Feature Group A and the ISP dial-up services provide the customers of these services with the ability to communicate with their subscribers, and the fees paid by these

[12] For BellSouth, exchange rates are generally flat-rated.

customers (*e.g.*, Interexchange carriers or ISPs) are supposed to compensate the LEC(s) for providing this service.[13]

Further, the Commission has correctly found that the preponderance of ISP communications is jurisdictionally interstate. As discussed below, there is no practical means of distinguishing intrastate and interstate components of ISP communications. For this reason the dial-up connection obtained by the ISP should be considered jurisdictionally interstate.[14] Such jurisdictional assignment does not implicate the access charge exemption for enhanced service providers. An interstate dial-up access connection for ISPs can be provided by simply adding a regulation for ISP dial-up connections to the interstate access tariff that cross-references the applicable business exchange rates that ISPs obtain from intrastate tariffs. Thus, ISPs would retain the current rate treatment of paying a rate that is no higher than a business exchange rate, but the service revenues and costs would properly be assigned to the interstate jurisdiction. Use of a cross-reference would have the further beneficial effect of making the jurisdictional alignment of service, revenues and costs transparent to the ISPs.

With regard to inter-carrier compensation for jointly-provided Internet access service, the LEC providing dial-tone to the ISP is the primary LEC and receives the interstate equivalent of a business exchange rate. The non-dial-tone LEC, or secondary LEC, receives no interstate revenues other than the subscriber line charge. Nevertheless, the secondary LEC incurs

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[13] The interstate cost components of the service include the subscriber's common line, the subscriber's switch, interoffice transport, the customer's dial-tone switch and the transport to the customer's location.

[14] At a minimum, a substantial portion of the dial-up connection must be considered jurisdictionally interstate in light of the Commission's finding in the *Declaratory Ruling*.

switching and trunking costs associated with the provision of this interstate service. Consistent with Commission precedent, the primary LEC, which has the relationship with the ISP, should compensate or share revenues with the secondary LEC.[15]

The Commission, accordingly, should adopt an inter-carrier compensation approach that: (1) recognizes that ISP traffic is interstate; (2) calls for negotiations between the carriers jointly providing the Internet access service; (3) is based on revenue sharing with the primary carrier sharing revenue with the secondary carrier; and (4) uses negotiation to determine the amount of inter-carrier compensation. Such an inter-carrier compensation approach promotes Commission goals and objectives. First and foremost, the approach does not disrupt the enhanced service providers access charge exemption. Next, while the enhanced service provider exemption remains intact, the mechanism crafted by BellSouth follows the same path that the Commission has unwaveringly pursued over the last fifteen years when it addressed LEC inter-carrier compensation matters. Finally, but equally important, the approach is procompetitive. It avoids creating regulatory incentives that artificially reward carriers that only serve selected customers. It promotes efficient networks and encourages carriers to compete across a broad range of services and customers because it ensures that carriers are compensated fairly.[16]

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[15] Prior to revenue sharing for Feature Group A, the Commission had established guidelines applicable to primary carrier/secondary carrier agreements.

[16] For example, the mechanism proposed by BellSouth would share the revenues derived from the services provided to ISPs. If such services are flat-rated, then the inter-carrier compensation would not be usage based.

C. ISP-Bound Traffic Cannot Practically Be Separated Into Its Interstate and Intrastate Components

In the *Declaratory Ruling*, the Commission determined that ISP-bound traffic was substantially interstate in nature. The Commission, however, reserved until this proceeding any determination regarding the severability of such traffic into intrastate and interstate components. It is beyond dispute that no carrier involved in delivering ISP-bound traffic has any way of determining how an ISP's subscriber is using the connection established between himself and the ISP. The only party that could theoretically track the jurisdictional use of the connection is the ISP itself. In BellSouth's opinion the tools to transform a theoretical possibility into a practical reality do not exist.

Hosts that are connected to the Internet can be located anywhere. Indeed, the fact that they are not tied to a particular geographic location represents one of the fundamental values of the Internet. Neither the IP address of the host nor its domain name links the host to a specific geographical location. Hence, there is no practical means to identify where the host is physically located. Neither the ISP's subscriber nor the ISP has any technical or operational tools that would enable them to determine which communications initiated by the subscriber or received by the subscriber are related to hosts that are located within the same local area as the ISP's local server or in another state or in another country. The dispersion of servers world-wide and the lack of duplication attests to the fact that use of the Internet will invariably involve substantial interstate communications.[17]

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[17] The WWW Consortium has compiled an extensive list of servers by geographic locations. The list is available at http://vlib.stanford.edu/Servers.html.

In addition, an ISP's subscriber typically communicates with more than one destination point on (or beyond) the Internet during a single Internet session and may do so either sequentially or simultaneously. For example, an ISP's subscriber in a single Internet session may access websites that reside on servers located in various states or in foreign countries; communicate directly with another Internet user; and "chat" online, in real time, with a group of Internet users located around the corner or around the world. Standard Internet "browsers" enable an ISP's subscriber to do all of these things simultaneously. In another example, an ISP's subscriber may download incoming e-mail from the ISP's server (which may or may not be located in the same state as the user), while accessing his stockbroker's website in another state, and listen to an audio feed that originates from a radio station in another country.[18] The dynamic capabilities of the Internet render it impossible to segregate intrastate from interstate communications.[19]

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[18] Indeed, one website, www.broadcast.com, offers an Internet user access to 984 different radio and television stations. With real-time audio and video streaming capabilities, which are available for most web browsers, Internet users can listen to radio stations and watch TV broadcasts from around the world.

[19] In a working paper, the FCC Office of Plans and Policy explained that:

> [B]ecause the Internet is a dynamically routed, packet-switched network, only the origination point of an Internet connection can be identified with clarity. Users generally do not open Internet connections to "call" a discreet recipient, but access various Internet sites during the course of a single conversation.... One Internet "call" may connect the user to information both across the street and on the other side of the world.

The paper concludes that Internet traffic "has no built-in jurisdictional divisions." Kevin Werbach, *Digital Tornado: The Internet and Telecommunications Policy*, FCC, OPP Working Paper No. 29 (March 1997) at 45.

The inability to distinguish the jurisdictional nature of each communication that traverses an Internet connection coupled with the predominant interstate nature of Internet communications lead to the inescapable conclusion that Internet traffic is inseverable and must be considered jurisdictionally interstate.

III. CONCLUSION

ISP-bound traffic is inherently and inseverably interstate traffic. As such, it requires an interstate inter-carrier compensation mechanism over which the Commission maintains oversight authority. BellSouth has provided an approach to address inter-carrier compensation for ISP-

bound traffic that recognizes the interstate character of such traffic and is consistent with Commission policies and goals.

Respectfully submitted

BELLSOUTH CORPORATION
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Date: April 12, 1999

CERTIFICATE OF SERVICE

I do hereby certify that I have this 12th day of April 1999 served the following parties to this action with a copy of the foregoing COMMENTS by hand delivery or by placing a true and correct copy of the same in the United States Mail, postage prepaid, addressed to the parties listed below.

*Magalie Roman Salas
Office of the Secretary
Federal Communications Commission
445 Twelfth Street, S. W.
Room TW-A325
Washington, DC 20554

*ITS
1231 20th Street, N. W.
Washington, DC 20036

/s/
Juanita H. Lee

* VIA HAND DELIVERY

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Inter-Carrier Compensation	)	CC Docket No. 99-68
For ISP-Bound Traffic	)	

REPLY COMMENTS

BellSouth Corporation and BellSouth Telecommunications, Inc. ("BellSouth") hereby submit their Reply Comments in the above referenced proceeding.

I. INTRODUCTION

In this proceeding the Commission is considering adopting rules to govern inter-carrier compensation for interstate ISP-bound traffic. For some commenters, this proceeding is an opportunity for the Commission to "show me the money" and make inter-carrier compensation a euphemism for corporate welfare. Inter-carrier compensation becomes an excuse for transfer payments from ILECs to CLECs.

Inter-carrier compensation is more complex. The underlying concept is one in which all carriers participating in the provision of a jointly provided service are compensated for the jointly provided service. Thus, inter-carrier compensation necessarily involves consideration of the revenues associated with the jointly provided service because it is from such revenues that inter-carrier compensation is derived. In the case of ISP-bound traffic, the issue is more difficult because the Commission's access charge exemption policy constrains the prices that can be charged for ISP-bound traffic.

Calls for the Commission to emulate local reciprocal compensation schemes simply ignore the realities surrounding ISP-bound traffic. The decision the Commission must make in

this proceeding requires a more thoughtful and analytical approach if the Commission is going to foster fair competition and encourage the development of advanced services and technologies.

II. THE PARADIGM FOR INTER-CARRIER COMPENSATION

The CLECs and some enhanced service providers portray the Commission's decision here to be one of simply adopting an approach that mirrors the reciprocal compensation mechanisms reflected in local interconnection agreements.[1] All of these comments share the same fundamental shortcoming. These parties apparently believe that the only task before the Commission is simply to establish an interstate payment mechanism between carriers. None of these parties consider the interstate revenue sources from which such payments must come. It is the height of folly to suggest, as these parties do, that a usage-based compensation scheme that is not accompanied by a usage sensitive charge that would be assessed on either the ISP or the ISP's subscriber could be imposed by the Commission.

Interstate compensation and interstate revenue sources are two sides of the same coin. The revenue sources for interstate ISP-bound traffic are two: (1) the subscriber line charge assessed to the ISP's subscriber and (2) the service charge assessed to the ISP.[2] The subscriber line charge, however, does not even cover of the full interstate nontraffic sensitive costs associated with facilities between the subscriber's premises and the serving central office of that subscriber. The remaining interstate nontraffic sensitive costs, as well as the switching and

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1 *See e.g.*, RCN at 6; CompTel at 2-5; Choice Communications 2-3; Focal at 14; AOL at 10; AT&T at 8.

2 As further discussed below, the comments in this proceeding make clear that all ISP traffic should be treated as interstate. Even if there is some jurisdictionally intrastate components of ISP traffic, such components cannot be severed from interstate communications that predominate ISP traffic. Accordingly, the services used by ISPs should be treated as interstate with the revenues associated with such services considered interstate revenues.

trunking costs associated with the communications path to the ISP, in the interstate jurisdiction, would typically be recovered from the ISP. Indeed, the Commission has recognized that the main source of revenue for LECs transporting ISP-bound traffic are from the service charges that ISPs pay to use local exchange facilities. [3]

In light of these facts, it is remarkable that CLECs that serve ISPs contend that the Commission should implement an inter-carrier compensation scheme that would result in usage-based payments being made to the carrier that provides service to the ISP. In an arrangement where two carriers are providing service to establish the connection between the ISP and its subscriber, the carrier serving the ISP's subscriber currently receives no interstate revenue for its switching and trunking facilities that are used in making the connection to the ISP. It is patently absurd to impose a compensation obligation on the carrier that serves the ISP's subscriber unless the Commission concomitantly creates a new mechanism for that carrier to recover these additional costs.

In stark contrast to the proposals that call for the Commission to mimic local reciprocal compensation is BellSouth's revenue sharing approach. BellSouth's proposal is guided by and consistent with Commission precedent regarding inter-carrier compensation for jointly provided interstate services.[4] It recognizes, as the Commission does, that the primary revenue source for ISP-bound traffic is derived from the service provided to the ISP. Equally important, BellSouth's proposal ties the level of inter-carrier compensation directly to the level of

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[3] *See* In the Matter of Access Charge Reform, Price Cap Performance Review for Local Exchange Carriers, Transport Rate Structure and Pricing and End User Common Line Charges, CC Docket Nos. 96-262, 94-1, 91-213 and 95-72, *First Report and Order*, 12 FCC Rcd 15982, 16133-16134 (1997).

[4] Numerous commenters urge the Commission to use the compensation mechanisms established for jointly provided access services.

compensation that carriers derive from the jointly provided service. The link between revenue and compensation has always been fundamental to the Commission's determinations regarding inter-carrier compensation for jointly provided access. This link is of no less importance to the ultimate resolution of the issue of inter-carrier compensation for ISP-bound traffic. Indeed, given the Commission's policies that surround enhanced services, the revenue/compensation link is a paramount consideration that cannot be ignored by the Commission.

A. The Commission Should Establish Guidelines Regarding Inter-Carrier Compensation

The comments reveal a consensus across a broad spectrum of parties participating in this proceeding that it is the Commission's responsibility to oversee inter-carrier compensation for interstate traffic and to adopt rules governing such compensation.[5] While there is a diversity of opinion regarding the specific content of the Commission's rules, most parties agree that the rules should provide guidelines including general principles governing such inter-carrier compensation and the procedures to be followed to establish compensation agreements.

Among the general principles to which most parties agree is that inter-carrier compensation agreements for ISP-bound traffic should be a product of negotiations. Negotiations have the benefit of enabling parties to recognize differing circumstances. With properly structured guidelines promulgated by the Commission, the concerns of some parties that negotiations would not be effective or fair are removed.[6] In its comments, BellSouth's proposed

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5 *See e.g.*, Focal at 8; RCN at 5; GSA at 12; CIX at 4; GST Telecom at 13.

6 *See e.g.*, Cox at 3; CT Cube and Leaco at 2; GST Telecom at 11-13.

a revenue sharing plan. The revenue sharing plan provides the foundation for the Commission to use in promulgating inter-carrier compensation guidelines. It would provide the parameters to be considered in the negotiation process, and, thus, provide a structured base upon which negotiations could take place.

B. Sections 251 And 252 Have No Applicability

One of the most significant differences among the parties arises in the context of the applicability of the negotiation and arbitration process set forth in Sections 251and 252 of the Communications Act. Many CLECs argue that inter-carrier compensation agreements regarding interstate ISP-bound traffic should be governed by the same process as local interconnection agreements.[7] Most just assert that the local interconnection agreements form the appropriate foundation for interstate ISP-bound traffic, and, thus, believe that the same process, including state commission arbitration of disputes, should apply.[8] A few attempt to rationalize having the state commissions oversee the negotiation and arbitration of inter-carrier compensation agreements because of a perceived inability of the Commission to fulfill its statutory obligations.[9] None of these parties, however, provide any legal basis that would support the application of Sections 251 and 252 to interstate ISP-bound traffic.

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[7] There are some parties, such as MCIWorldCom, that dispute the Commission's jurisdictional determination regarding the interstate nature of ISP-bound traffic. They presume the traffic to be local and view the process regarding inter-carrier compensation to be no different than that for reciprocal compensation.

[8] *See e.g.*, KMC Telecom at 2-5; CTSI at 11-13.

[9] *See e.g.*, Focal at 7-8; ALTS at 8.

In its Comments, BellSouth demonstrated that neither Section 251 nor Section 252 govern interstate inter-carrier compensation.[10] The Act simply does not provide state commissions with any authority regarding interstate inter-carrier compensation. Nor can the Commission rewrite the Communications Act and vest state commissions with the power to regulate matters relating to interstate communications that, under the Act, are specifically reserved to the Commission.

The Commission has the responsibility to regulate interstate communications. It cannot delegate that responsibility to state commissions. Even if the Commission had the statutory authority to do so, which it does not, delegation to the state commissions would constitute poor public policy. ISP-bound traffic falls within the Commission's access charge exemption, a federal policy. The access charge exemption creates an interstate subsidy that clearly can be impacted by inter-carrier compensation. Accordingly, these matters require a cohesive, singular administration of policy. Such administration can and should only take place at the federal level.

C. Interstate Inter-carrier Compensation Should Not Mirror Local Reciprocal Compensation

Many of the CLECs urge the Commission to follow the local reciprocal compensation model, claiming that there is no difference between the transport and termination of local calls and jointly providing interstate service for ISP-bound traffic.[11] In these parties' view, a minute is a minute and there should be symmetry between these types of calls.

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[10] BellSouth at 4-5. Many parties share BellSouth's view. *See e.g.*, Frontier at 5-6; ICG at 3-5; SBC at 4-7.

[11] *See e.g.*, ALTS at 12-18; AT&T at 8; AOL at 10; CTSI at 5-7; Time Warner at 3-8; CompTel at 2.

These arguments are makeweight. There are minutes associated with local traffic, with access traffic and with toll traffic. These minutes are treated differently by regulators for policy reasons and more importantly, they are treated differently in interconnection agreements. To suggest that ISP-bound traffic should be treated as local traffic amounts to little more than an argument of convenience for the CLECs.

It would be the epitome of absurdity to contend that local exchange rates take into account and fully compensate the originating LEC for ISP-bound traffic. Despite the arguments by some that ISP-bound traffic has always been considered local, the fact remains that ISP-bound traffic characteristics were never considered when local rates were established. Further, the comments show that ISP-bound traffic bears little resemblance to local traffic.[12] Indeed, for BellSouth the typical call duration for a local call is between 3 and 4 minutes. On the other hand, an Internet session, on average, is between 20 and 25 minutes. There is simply no similarity between local exchange traffic and ISP-bound traffic.

A companion argument asserted by CLECs is that, like local exchange traffic, CLECs save incumbent LECs the costs for the portion of ISP-bound communication that they handle.[13] The fallacy in this argument is two-fold. First, the CLECs ignore the fact that they displace the primary revenue source for ISP-bound traffic. Next, they omit any mention of the additional costs that originating LECs have been incurring as a result of ISP-bound traffic. TANE, for example, pointed out the additional trunking costs the LECs are incurring because of the increase in ISP-bound traffic.[14] This proceeding is not the first time that the Commission was made

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12 *See e.g.*, NTCA at 3; TANE at 2.

13 *See e.g.*, RCN at 11.

14 TANE at 2.

aware that ISP-bound traffic was increasing public switched network costs and increasing network congestion. Three years ago the Commission was advised during its review of the access charge exemption that ISP-bound traffic was causing network congestion and that the exemption would continue to cause ISP use of the public switched network to grow and would require additional network investment if network quality was to be maintained.[15] The comments in this proceeding confirm prior LEC predictions. There is nothing that CLECs have done to lessen the additional cost burden associated with ISP-bound traffic. There is no substance to claims that incumbent LECs have experienced cost savings because CLECs serve ISPs. To the contrary their network costs are increasing because of the exponential growth of ISP-bound traffic with its peculiar traffic characteristics and these too are costs to be considered for compensation purposes.

The symmetry that CLECs want the Commission to establish is achieved, not by treating ISP-bound traffic like local, but rather by recognizing that interstate ISP-bound traffic is no different than any other interstate traffic that uses local exchange facilities. When ISP-bound traffic is considered in its proper context, it becomes evident that compensation is not an issue that is reserved to the carrier serving the ISP. It pertains to the entire connection between the ISP subscriber and the ISP. An inter-carrier compensation mechanism must consider not only costs but also the revenue sources for such compensation. This is precisely how BellSouth's revenue sharing proposal operates.

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[15] *See* Comments and Reply Comments filed in connection with the Commission's proceeding, In the Matter of Usage of the Public Switched Network by Information Service and Internet Access Providers, CC Docket No. 96-263, *Notice of Inquiry*, 11 FCC Rcd 21354 (1996).

D. ISP-Bound Traffic Is Jurisdictionally Inseverable

Some commenters use this proceeding to indirectly question the Commission's declaratory ruling that ISP-bound traffic is primarily interstate. Thus, often in arguing in favor of replicating the local reciprocal compensation model for ISP-bound traffic, some commenters describe the traffic as terminating at an ISP location. Others contend that an end-to-end analysis does not fit with Internet communications.

The Commission's declaratory ruling is not at issue here. Parties have adequate remedies, reconsideration or judicial review, to challenge the Commission's ruling. Nevertheless, it is clear that the Commission's jurisdictional determination is unassailable. The Commission's ruling reflects a consistent application of past Commission and judicial precedent. No party has shown otherwise.

What is clear from the comments, however, is that interstate and intrastate components of an Internet communication are inseverable.[16] No party's comments contradict the fact the ISP's do not track the jurisdictional nature of Internet traffic. Further, no commenter has shown that a practical mechanism with widespread availability exists for tracking the jurisdiction of Internet traffic. The inability to distinguish the jurisdictional nature of the communications that traverse Internet connections and the predominate interstate nature of Internet communications lead to the inescapable conclusion that Internet traffic is inseverable and must be considered jurisdictionally interstate.

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[16] ISP-bound traffic can be identified. Where two LECs jointly provide the ISP connection, the two LECs would have to cooperate and exchange information in order to identify ISP-bound traffic. For example, the LEC serving the ISP would have to provide the originating LEC with the ISP dial-up numbers. The Commission, in its order here, should unequivocally make clear that LECs jointly providing services must work cooperatively and share information that is necessary or required to properly identify ISP-bound traffic.

IV. CONCLUSION

The Commission must reject the call for inter-carrier compensation for interstate ISP-bound traffic to emulate local reciprocal compensation. Such an approach would be inconsistent with existing Commission policies such as the access charge exemption for enhanced services. To reconcile its access charge exemption and inter-carrier compensation for ISP-bound traffic, the Commission will have to consider not only the costs of providing interstate services, but also the revenues derived from providing such services. The revenue sharing approach presented by BellSouth in its comments takes these factors into account and, accordingly, should be adopted by the Commission.

Respectfully submitted,

BELLSOUTH CORPORATION
BELLSOUTH TELECOMMUNICATIONS, INC.

By: /s/ Richard M. Sbaratta
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Date: April 27, 1999

CERTIFICATE OF SERVICE

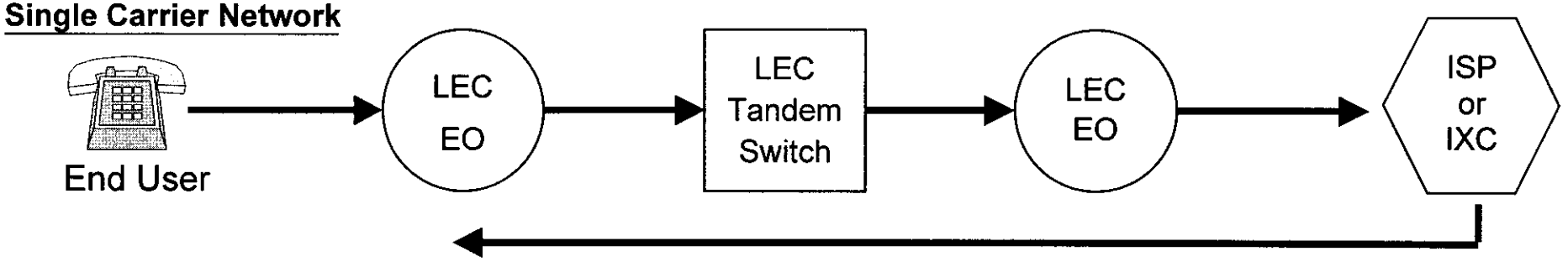
I do hereby certify that I have this 27th day of April 1999 served the following parties to this action with a copy of the foregoing REPLY COMMENTS by hand delivery or by placing a true and correct copy of the same in the United States Mail, postage prepaid, addressed to the parties listed on the attached service list.

/s/ Juanita H. Lee
Juanita H. Lee

Single Network and Multi-Network Provision of Access Service

Diagram E

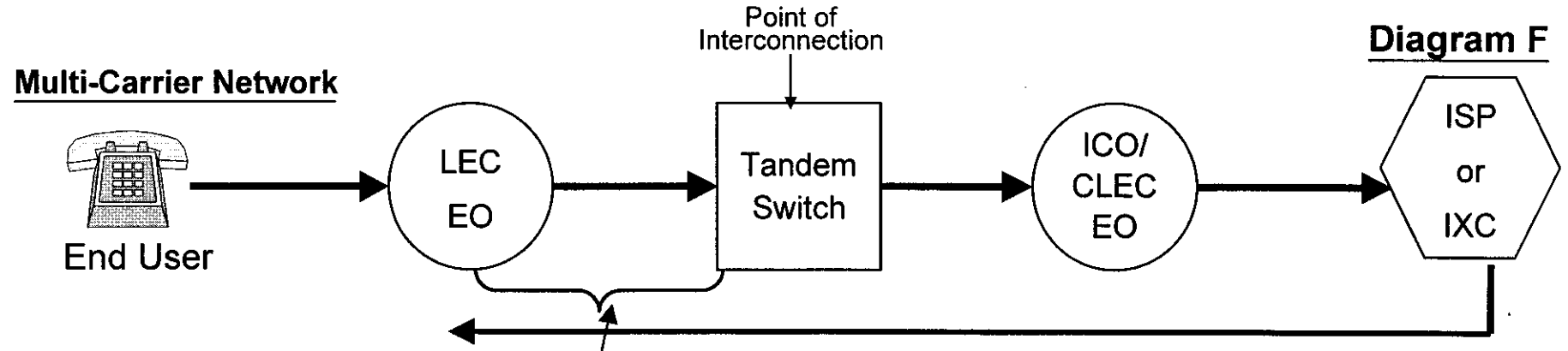
Single Carrier Network



ISP pays the LEC for access service to cover this cost.

Diagram F

Multi-Carrier Network

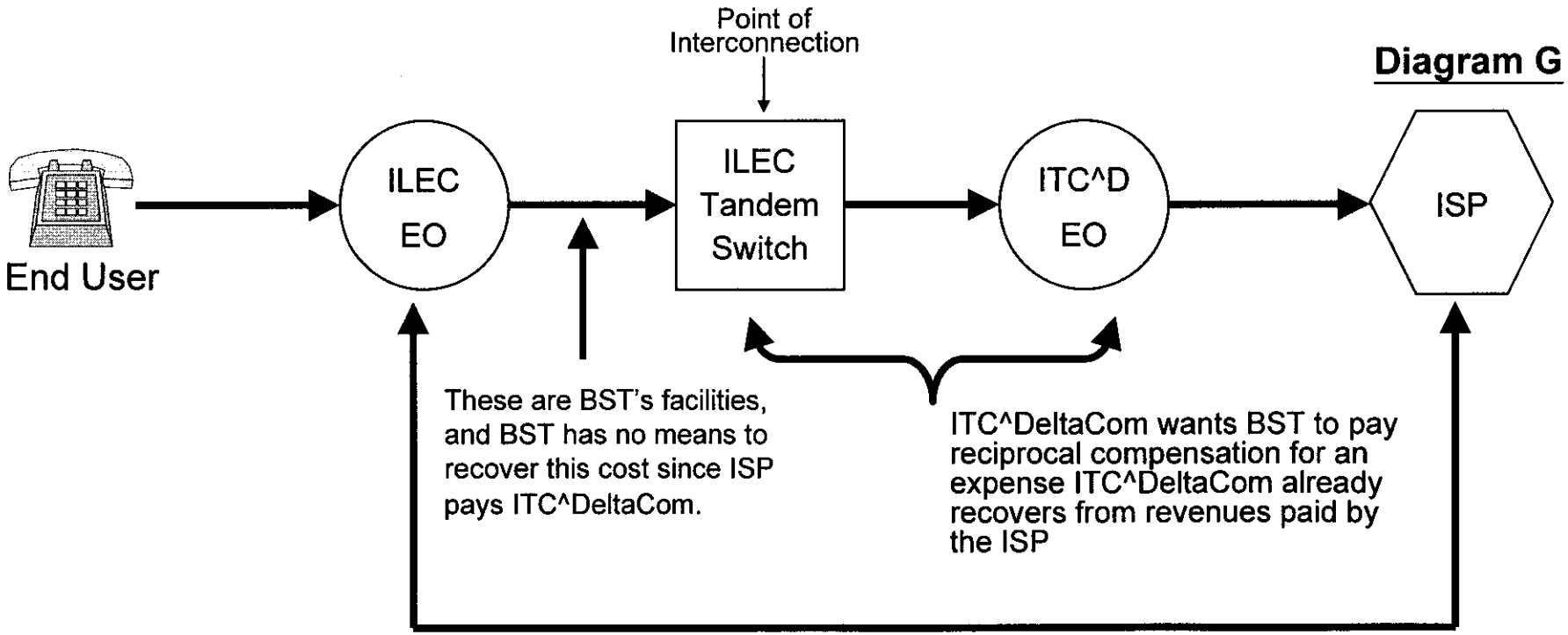


CLEC/ICO should reimburse LEC for this cost.

ISP pays the CLEC/ICO, for access service to cover this cost

ITC^DeltaCom's Position

- **ITC^DeltaCom's position ignores the fact that ISP's purchase access service**
- **Paying ITC^DeltaCom reciprocal compensation for ISP-bound traffic would result in ILEC end users subsidizing ITC^DeltaCom's operations.**

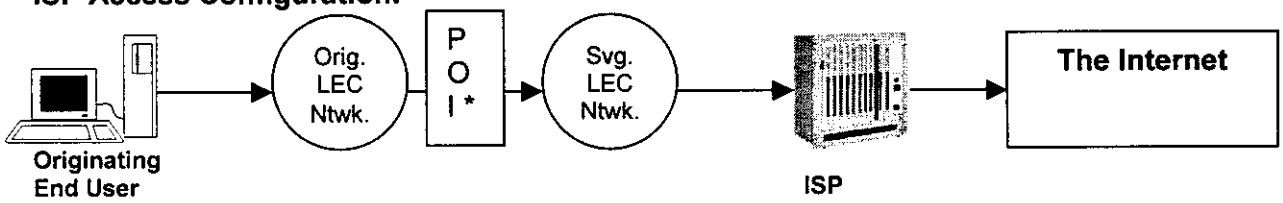


ISP pays ITC^DeltaCom access service to cover this cost.

BellSouth's Proposed Interim ISP Inter-carrier Access Service Compensation Plan

Plan Objective is to compensate the Originating LEC(s) for portion of cost incurred in transporting ISP-bound traffic to the Serving LEC. This plan would be in effect until the FCC establishes a usage-based compensation mechanism, at which time this plan would be re-evaluated and most likely terminated.

ISP Access Configuration:



* Point Of Interface may be at the tandem or at the Serving LEC's premises

Summary of Proposed Interim Revenue Sharing Arrangement:

1) Each LEC that serves ISPs will be required to participate in this plan. Otherwise, only those parties that will benefit will participate – i.e., a LEC that originates more traffic to an ISP than it terminates to its own ISP will be a net receiver.

2) ISP pays Serving LEC the Serving LEC's business exchange service rate.

3) Each LEC that serves ISPs in a given LATA will be responsible for compensating LEC(s) that originate ISP traffic to the Serving LEC.

4) Facilities involved in carrying ISP-bound traffic to the ISP are as follows: Switching and Transport facilities are provided by both Originating LEC and Serving LEC and Loop facilities are provided by Serving LEC.

5) Serving LEC's PRI revenues will be shared by applying a "sharing percentage." Sharing percentage represents estimation of the proportion of its facilities that the Originating LEC uses to transport the ISP-bound MOUs to the Serving LEC. See Exhibit AJV-7 for BellSouth's calculation of its sharing percentage. BellSouth will apply the same sharing percentage to calculate the compensation due it when BellSouth is an Originating LEC as will be applied by the Originating LEC(s) when calculating compensation BellSouth owes when BellSouth is the Serving LEC.

6) Serving LEC shares its ISP revenues with Originating LECs as follows:

   a) Each Serving LEC will be responsible for identifying all minutes of use ("MOUs") which are ISP-bound that each Originating LEC delivers to the Serving LEC's network.

   b) Assume that, on average, each trunk (DS0-equivalent) carries 9000 MOUs per month (equates to 150 hours per trunk per month).

c) Based on ISP-bound MOUs identified by the Serving LEC and provided to the Originating LEC, the Originating LEC will calculate the quantity of DS1 facilities required to transport the Originating LEC's ISP-bound traffic to the Serving LEC as follows:
ISP-bound MOUs / 9000 avg MOUs per trunk / 24 trunks per DS1

d) Serving LEC will advise Originating LECs as to average PRI rate charged to ISPs.

e) Originating LEC calculates compensation due to it by the Serving LEC as follows:
Quantity of DS1s x Serving LEC's PRI rate x sharing percentage

f) Originating LEC bills Serving LEC on a quarterly basis.

g) The ISP-bound MOUs and the PRI rate as reported by the Serving LEC are subject to audit by the Originating LEC(s). The amount of compensation could be affected by results of an audit.

7) To the extent two parties have additional issues, contract negotiations between the parties can determine other terms and conditions. For example, due to technical capabilities, the two LECs may agree that the Originating LEC will identify the ISP-bound minutes of use.

The Serving LEC shares its revenues with the Originating LEC(s) via transport compensation

Illustrative Calculation with BellSouth as the Originating LEC and a CLEC as the Serving LEC

Assumptions:

Average MOUs per Trunk (DS0): 9,000
Serving LEC's PRI Rate: $850

COL. A	COL. B	COL.C	COL. D	COL. E	COL. F
Originating LEC	***Number of originating ISP minutes delivered to Serving LEC*** NOTE (1)	***Number of Equivalent Transport DS1s*** NOTE (2)	***Serving LEC's PRI Rate*** NOTE (3)	***Sharing %*** NOTE (4)	***Compensation due from Serving LEC to Originating LEC*** NOTE (5)
BellSouth	55,000,000	254.63	$850.00	8.6%	$18,613.45

NOTES:
(1) ISP-bound MOUs identified/provided by Serving LEC & provided to Originating LEC
(2) Col. C calculated as follows: Col. B / 9000 MOUs per trunk / 24 trunks per DS1
(3) Col. D is the Serving LEC's PRI Rate
(4) Col. E is BellSouth's calculated sharing percentage from Exhibit AJV-7
(5) Col. F calculated as follows: Col. C * Col. D * Col. E

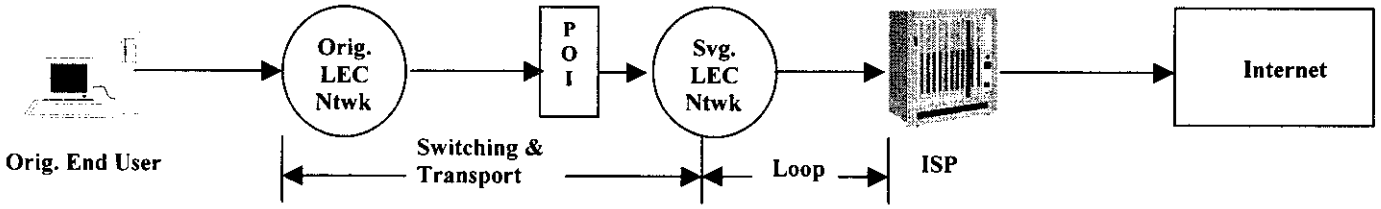
Calculation of Sharing Percentage

Sharing percentage is calculated by determining ratio of loop-related switching and transport facilities cost to total loop cost, then dividing by two since both Originating LEC and Serving LEC provide switching and transport facilities. BellSouth's sharing percentage is calculated as follows:

Loop Cost	= $14.62
Associated Loop Switching Cost =	$2.90
Associated Loop Transport Cost =	$0.14
Total Cost	= $17.66

(($2.90 + $.14) / $17.66) / 2 = .086

Therefore, BellSouth will apply a sharing percentage of 8.6% to calculate the compensation due it when BellSouth is an Originating LEC. Likewise, when BellSouth is the Serving LEC, BellSouth expects that the Originating LEC(s) will apply a sharing percentage of 8.6% when calculating compensation BellSouth owes.



FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 24
COMPANY/ WITNESS: Taylor
DATE: 10-27, 28 & 29-99

PFR-4

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Dr. Taylor received a B.A. magna cum laude in Economics from Harvard College, an M.A. in Statistics and a Ph.D. in Economics from the University of California at Berkeley. He has taught economics, statistics, and econometrics at Cornell and the Massachusetts Institute of Technology and was a post doctoral Research Fellow at the Center for Operations Research and Econometrics at the University of Louvain, Belgium.

At NERA, Dr. Taylor is a Senior Vice President, heads the Cambridge office and is Director of the Telecommunications Practice. He has worked primarily in the field of telecommunications economics on problems of state and federal regulatory reform, competition policy, terms and conditions for competitive parity in local competition, quantitative analysis of state and federal price cap and incentive regulation proposals, and antitrust problems in telecommunications markets. He has testified on telecommunications economics before numerous state regulatory authorities, the Federal Communications Commission, the Canadian Radio-Television and Telecommunications Commission, federal and state congressional committees and courts. Recently, he was chosen by the Mexican Federal Telecommunications Commission and Telmex to arbitrate the renewal of the Telmex price cap plan in Mexico. Other recent work includes studies of the competitive effects of major mergers among telecommunications firms and analyses of vertical integration and interconnection of telecommunications networks. He has appeared as a telecommunications commentator on PBS Radio and on The News Hour with Jim Lehrer.

He has published extensively in the areas of telecommunications policy related to access and in theoretical and applied econometrics. His articles have appeared in numerous telecommunications industry publications as well as *Econometrica*, the *American Economic Review*, the *International Economic Review*, the *Journal of Econometrics*, *Econometric Reviews*, the *Antitrust Law Journal*, *The Review of Industrial Organization*, and *The Encyclopedia of Statistical Sciences*. He has served as a referee for these journals (and others) and the National Science Foundation and has served as an Associate Editor of the *Journal of Econometrics*.

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1988- Senior Vice President, Office Head, Telecommunications Practice Director. Dr. Taylor has directed many studies applying economic and statistical reasoning to regulatory, antitrust and competitive issues in telecommunications markets. In the area of environmental regulation, he has studied statistical problems associated with measuring the level and rate of change of emissions.

BELL COMMUNICATIONS RESEARCH, INC. (Bellcore)

1983-1988 Division Manager, Economic Analysis, formerly Central Services Organization, formerly American Telephone and Telegraph Company. While at Bellcore, Dr. Taylor performed theoretical and quantitative research focusing on problems raised by the implementation of access charges. His work included design and implementation of demand response forecasting for interstate access demand, quantification of potential bypass liability, design of optimal nonlinear price schedules for access charges and theoretical and quantitative analysis of price cap regulation of access charges.

BELL TELEPHONE LABORATORIES

1975-1983 Member, Technical Staff, Economics Research Center. Performed basic research on theoretical and applied econometrics, focusing on small sample theory, panel data and simultaneous equations systems.

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September, 1999

CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TL EXHIBIT NO. 25
COMPANY/ WITNESS: Caldwell
DATE: 10-27-29-99

13 - Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services

13.3.1 Maintenance of Service

(A) When a customer reports a trouble to the Telephone Company for clearance and no trouble is found in the Telephone Company's facilities, the customer shall be responsible for payment of a Maintenance of Service charge.

Failure of Telephone Company personnel to find trouble in Telephone Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

(B) The customer shall be responsible for payment of Maintenance of Service charge for all maintenance/repair work performed by the Telephone Company in connection with its BellSouth Virtual Expanded Interconnection offering. (T) (T)

(C) The customer shall be responsible for payment of a Maintenance of Service charge when the Telephone Company dispatches personnel and the trouble is in equipment or communications systems provided by other than the Telephone Company or in detariffed CPE provided by the Telephone Company.

(D) The Maintenance of Service charge applies for the period of time from when Telephone Company personnel are dispatched to when the work is completed. When more than one employee is dispatched the sum of the time is used to determine the number of 30-minute increments to be billed. Only one initial increment is to be billed per request. A request resulting in the dispatch of a Telephone Company employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.

In either (A) or (B) preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-TP EXHIBIT NO. 26
COMPANY/ WITNESS: Caldwell
DATE: 10-27,28&29-99

DOCUMENT NUMBER-DATE
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13 - Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

13.3 Miscellaneous Services (Cont'd)

13.3.1 Maintenance of Service (Cont'd)

(E) The charges for Maintenance of Service are as follows:

Maintenance of Service Periods	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof	
	ALL STATES			
Basic Time, normally scheduled working hours	MVV	$60.00	$40.00	(I)
Overtime, outside of normally scheduled working hours on a scheduled work day	MVV	$67.00	$48.00	(I)
Premium Time, outside of scheduled work day	MVV	$74.00	$55.00	(I)

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20 - BellSouth Virtual Expanded Interconnection (Cont'd) (T)

20.17 Service Description

BellSouth Virtual Expanded Interconnection service provides for location interconnection of collocator-provided/Telephone Company leased fiber optic facilities to Telephone Company interstate BellSouth SWA and Special Access (a.k.a. BellSouth SPA) services. BellSouth Virtual Expanded Interconnection service for switched access is provided at designated central offices, tandems, and remote nodes/switches (e.g., locations). BellSouth Special Access Virtual Expanded Interconnection is available only at designated central offices. Under BellSouth Virtual Expanded Interconnection, a collocator provides fiber optic cable up to a Telephone Company-designated interconnection point outside of the location, such as a manhole. The collocator will provide the entrance fiber extending between the interconnection point and the location. The Telephone Company will lease the entrance fiber under the provisions of 20.18(A) following, and will install the fiber into the location for connection to the BellSouth Virtual Expanded Interconnection collocator-provided/Telephone Company leased transmission equipment. In addition, if multiple entry points are available, and the collocator so desires, multiple entry points will be provided to the collocator. A BellSouth Virtual Expanded Interconnection arrangement may interconnect with Telephone Company interstate BellSouth SWA and Special Access (a.k.a. BellSouth SPA) DS1/DS3 level high capacity services within the location. (T)

Microwave facilities, in lieu of fiber facilities, may be used for interconnection where they may reasonably be provided. Upon receipt of a request for microwave interconnection, BellSouth will negotiate the arrangements and file the appropriate rates and regulations for the service.

BellSouth Virtual Expanded Interconnection will be made available subject to the availability of space and facilities in each Telephone Company location. BellSouth's central office, tandem and remote node switch site designations are listed in the National Exchange Carriers Association (NECA) Tariff F.C.C. No. 4. (T)

General regulations, rates and charges applicable to all BellSouth Virtual Expanded Interconnection arrangements are contained in this tariff. (T)

20.18 Regulations

(A) In order to ensure the compatibility of the transmission capabilities of the facilities and equipment used in the provision of BellSouth Virtual Expanded Interconnection, such equipment and facilities, including the entrance fiber, associated riser cable/fiber, terminal transmission equipment, plug-ins, software, unique tools and test equipment will be provided by the collocator. The collocator agrees to lease to BellSouth all the equipment and support structure components required to provision and maintain/repair BellSouth Virtual Expanded Interconnection on an ongoing basis, for the nominal sum of one dollar. (T)

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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990750-WS EXHIBIT NO. 27
COMPANY/ WITNESS: Pate
DATE 10-27,28&29-99

Pete Lieb

REPORT: PERCENT FLOW THROUGH SERVICE REQUESTS (DETAIL)

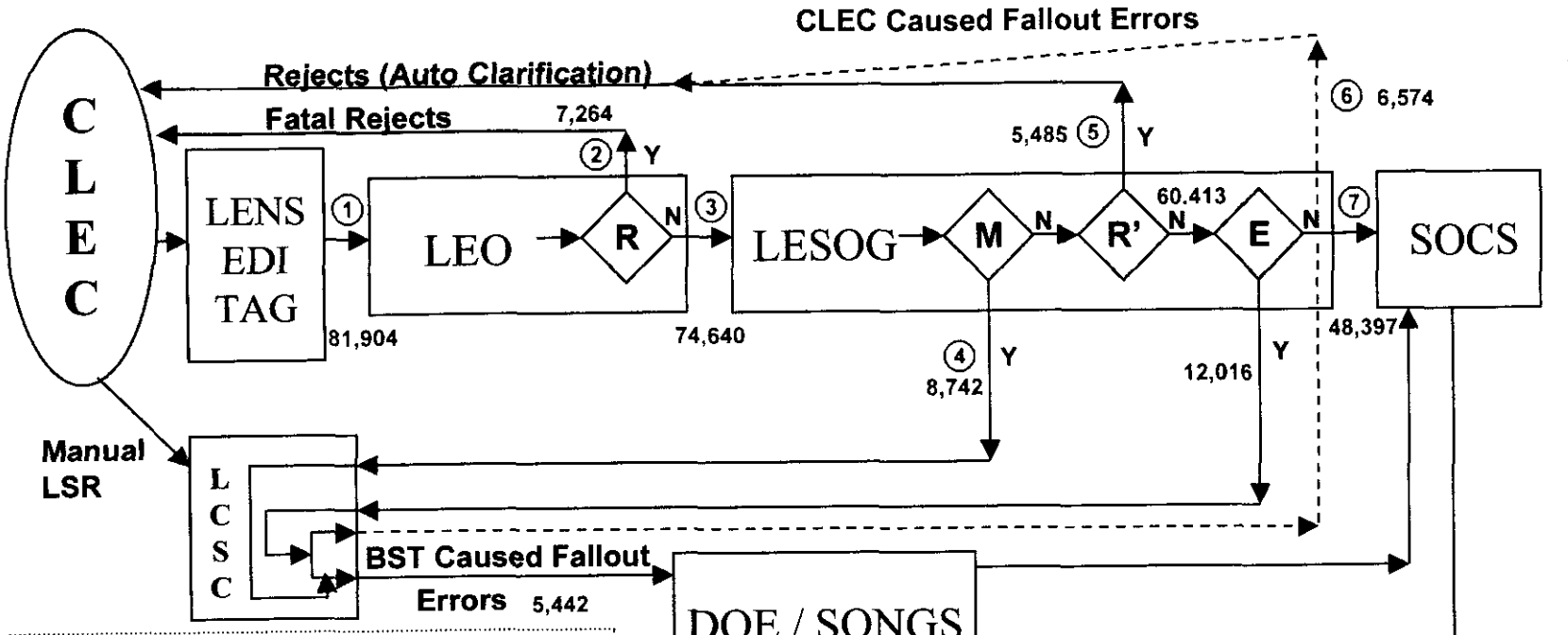
REPORT PERIOD: 01/1/1999 - 01/31/1999

1. AGGREGATE ORDER TYPES

Company Info		LSR SUBMISSION					LSR PROCESSING							FLOWTHROUGH *	
		LEO					LESOG								
			Mechanized Interface Used				Manual	Rejects	Validated	Errors *					
Name	RESH / OCN	FATAL REJECTS	LENS	EDI	TAG	Total Mech LSR's	Total Manual Fallout	Auto Clarification	LSR's	Total System Fallout	BST Caused Fallout	CLEC Caused Fallout	Issued SO's	Base Calculation	CLEC Error Excluded Calculation
# 1		0	21	0	0	21	1	1	19	1	1	0	18	94.74%	94.74%
# 2		0	36	0	0	36	5	2	29	15	14	1	14	48.28%	50.00%
# 3		0	114	0	0	114	6	8	100	14	11	3	86	86.00%	88.66%
# 4		0	175	0	0	175	25	16	134	20	20	0	114	85.07%	85.07%
# 5		0	179	0	0	179	17	19	143	10	10	0	133	93.01%	93.01%
# 6		0	454	0	0	454	39	67	348	82	76	6	266	76.44%	77.78%
# 7		9	2098	0	0	2098	530	102	1466	109	94	15	1357	92.56%	93.52%
# 8a		0	267	0	0	267	6	32	229	77	63	14	152	66.38%	70.70%
# 8b		0	0	15	0	15	0	13	2	2	1	1	0	0.00%	0.00%
# 9		5	1143	0	0	1143	70	113	960	74	61	13	886	92.29%	93.56%
# 10		0	15	0	0	15	4	5	6	6	6	0	0	0.00%	0.00%
# 124		0	108	0	0	108	14	9	85	7	6	1	78	91.76%	92.86%
# 125		0	81	0	0	81	27	7	47	15	15	0	32	68.09%	68.09%
# 126		0	15	0	0	15	3	0	12	4	4	0	8	66.67%	66.67%
# 127		0	2	0	0	2	0	1	1	0	0	0	1	100.00%	100.00%
# 128		0	134	0	0	134	11	68	55	31	30	1	24	43.64%	44.44%
# 129		0	9	0	0	9	3	0	6	0	0	0	6	100.00%	100.00%
# 130		0	290	0	0	290	10	24	256	34	32	2	222	86.72%	87.40%
# 131		0	25	0	0	25	2	1	22	1	1	0	21	95.45%	95.45%
# 132		0	642	0	0	642	7	71	564	46	44	2	518	91.84%	92.17%
# 133		0	8	0	0	8	6	1	1	1	1	0	0	0.00%	0.00%
LENS Subtotal		43	53779	0	0	53779	5720	3246	44813	5186	4783	403	39627	88.43%	89.23%
EDI Subtotal		7221	0	20861	0	20861	3022	2239	15600	6830	659	6171	8770	56.22%	93.01%
TOTAL INTERFACES		**7264**	**53779**	**20861**	**0**	**74640**	**8742**	**5485**	**60413**	**12016**	**5442**	**6574**	**48397**	**80.11%**	**89.89%**

DOCUMENT NUMBER-DATE
09730 AUG 16 99
FPSC-RECORDS/REPORTING

CLEC Ordering Process Flow



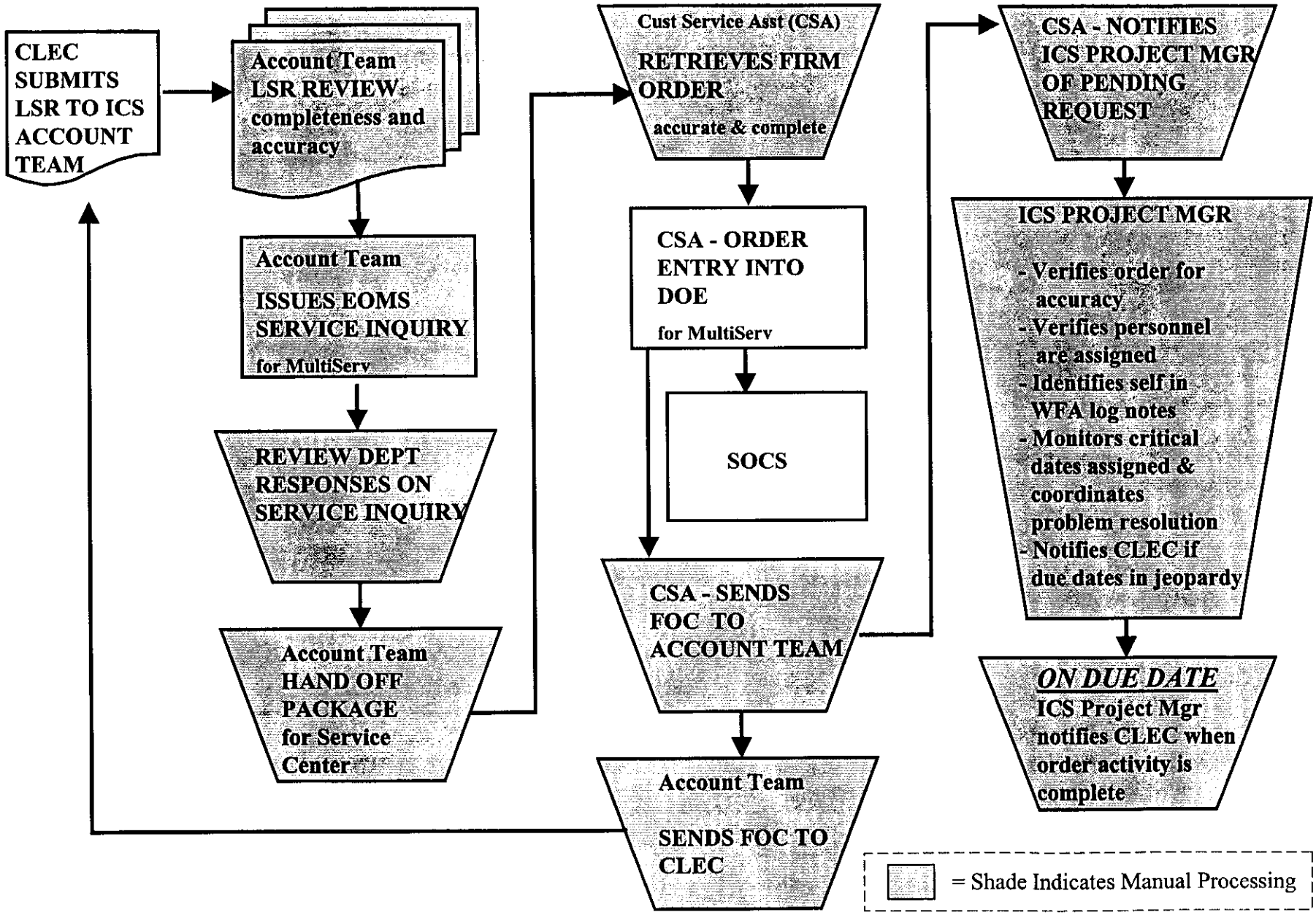
Flow-Through (CLEC Error Excluded Calculation) = ⑦ / (③ - (④ + ⑤ + ⑥))

① Method of Receipt (LENS, EDI or TAG)
② Fatal Rejects
③ Total Mechanized LSRs
④ Manual Fallout (Fall out to LCSC)
⑤ Auto Clarification
⑥ CLEC caused Fallout
⑦ Issued Svc. Orders (LESOG Flow Through)

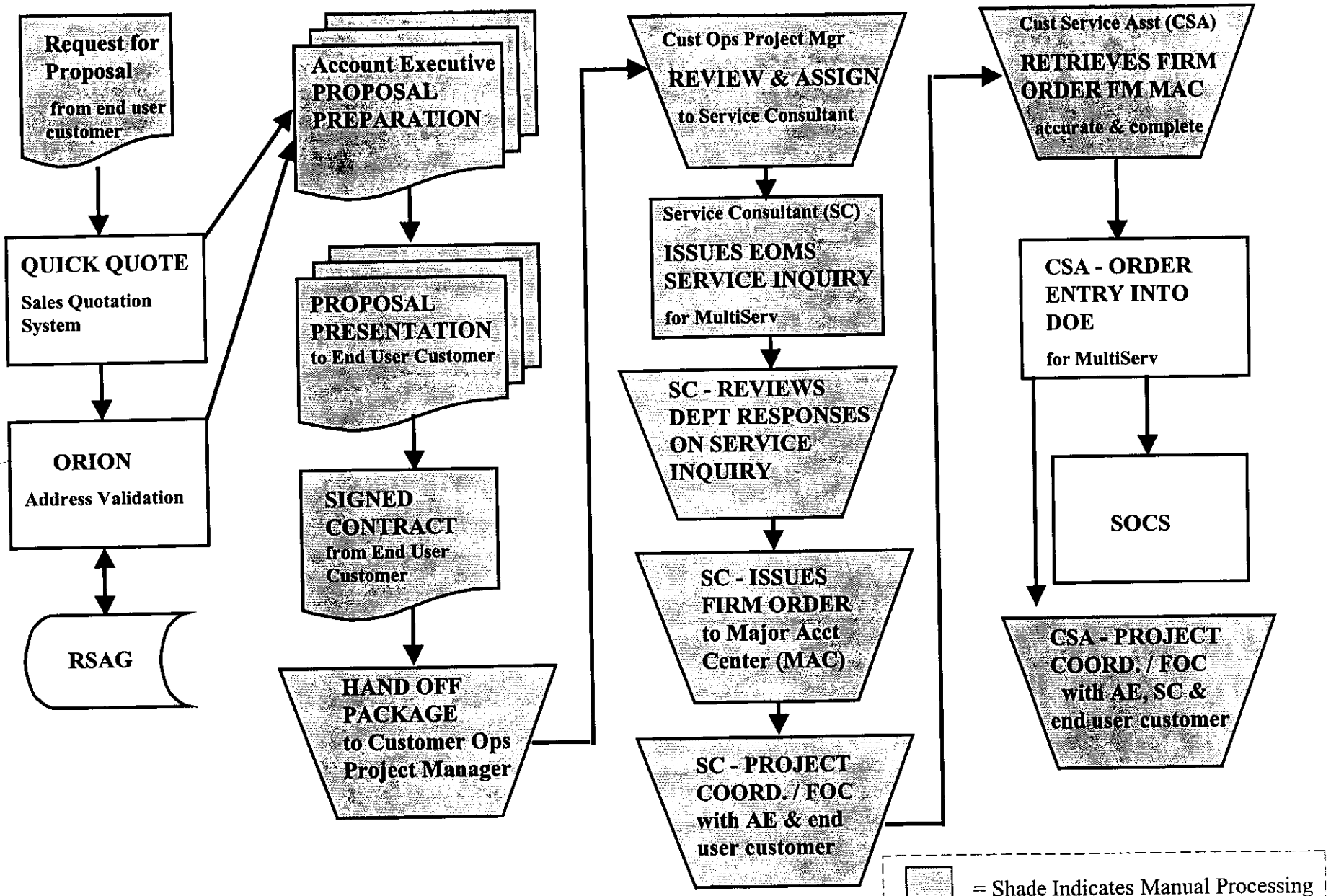
R - Fatal Reject - Returned to CLEC
M - Manual - Fall out to LCSC for manual processing
R' - Auto Clarification - Returned to CLEC
E - Error - Clarification by LCSC (either CLEC error or BST error)

$$\text{Flow-Through}_{\text{CLEC Error Excluded Calculation}} = \frac{48{,}397}{74{,}640 - (8{,}742 + 5{,}485 + 6{,}574)} = 89.89\%$$

CLEC: Complex Services - MultiServ



BST RETAIL: Complex Services - MultiServ

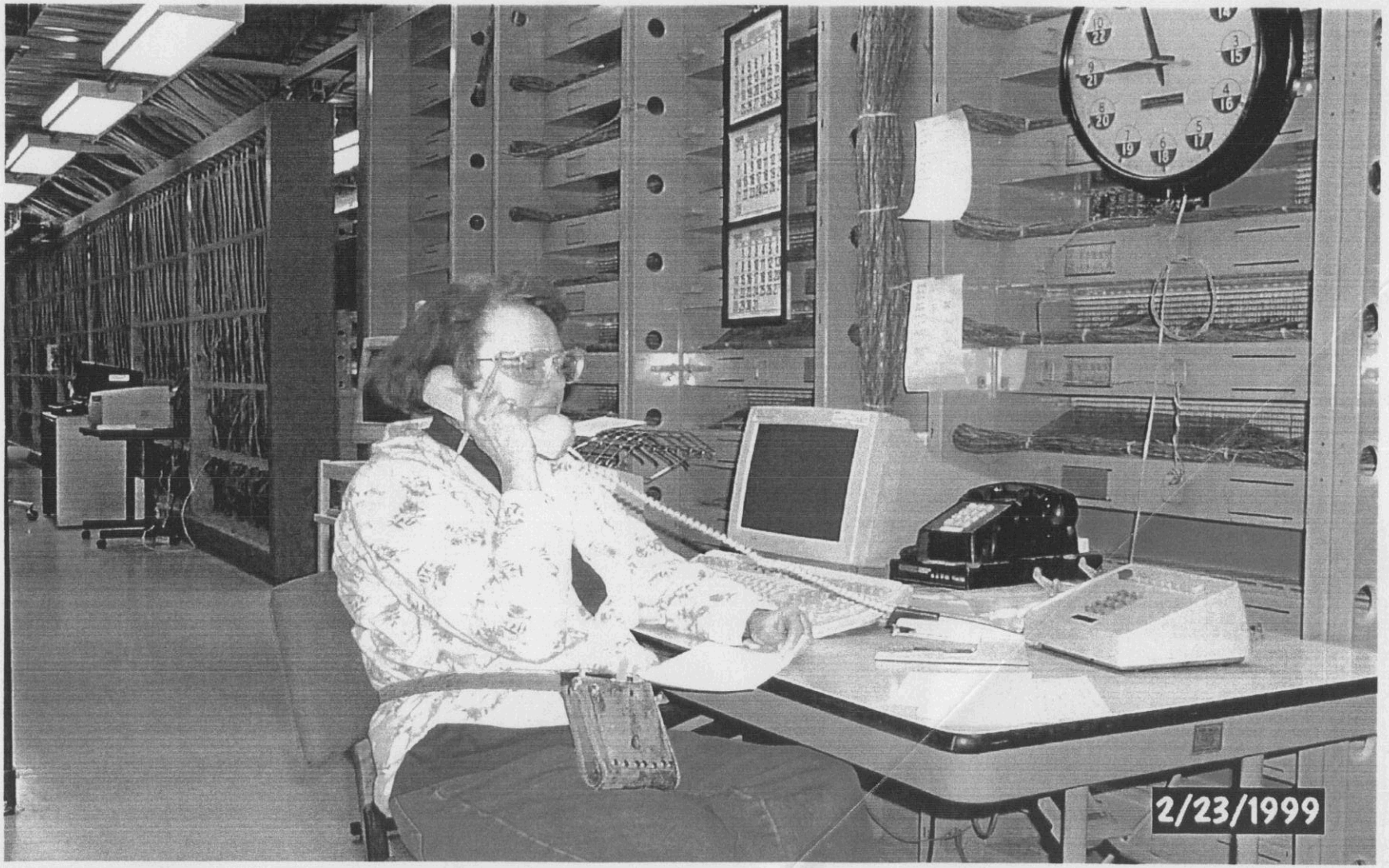


FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 990250-TL EXHIBIT NO. 28
COMPANY/
WITNESS: Midyette
DATE 10-27-29-99

BellSouth Telecommunications, Inc.
Florida Public Service Commission
Docket Number 990750-TP
Exhibit WKM-1

LOOP CUTOVER PROCESS

Step 1: Technician gets call to begin cutover.
Asks for cable pair information.



LOOP CUTOVER PROCESS

Step 2: Technician types in cable pair number to obtain order number.



Exh 2.8

LOOP CUTOVER PROCESS

Step 3: Technician retrieves copy of work order.



LOOP CUTOVER PROCESS

Step 4: Technician responds to UNE Center request to initiate overall cutover of service from BellSouth to CLP.



LOOP CUTOVER PROCESS

Step 5: Technician conducts ANAC test to verify that correct loop is being cutover.



LOOP CUTOVER PROCESS

Step 6: Technician walks along Main Distributing Frame to locate both ends of jumper to be cut.



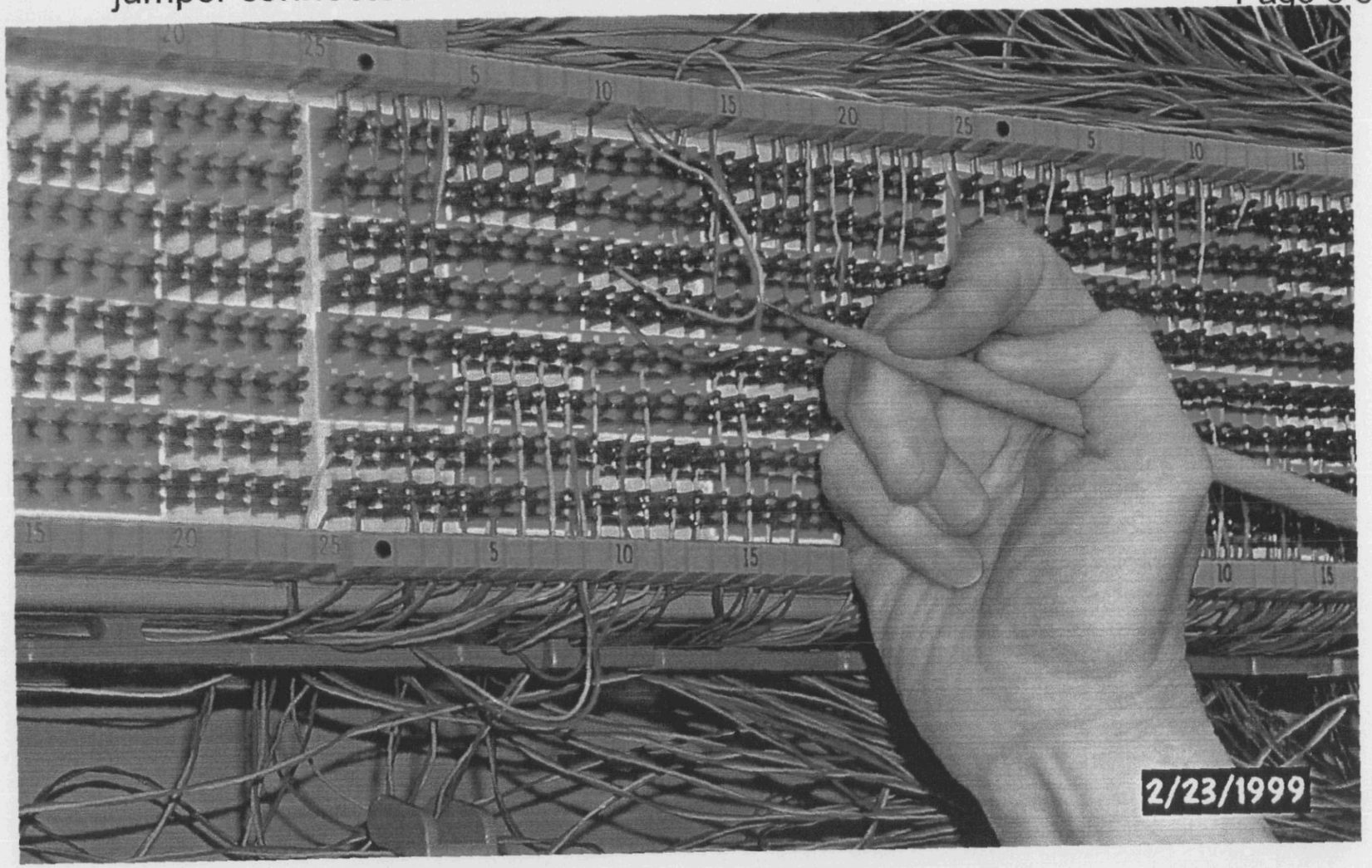
LOOP CUTOVER PROCESS

Step 7: Technician locates precise location of jumper.



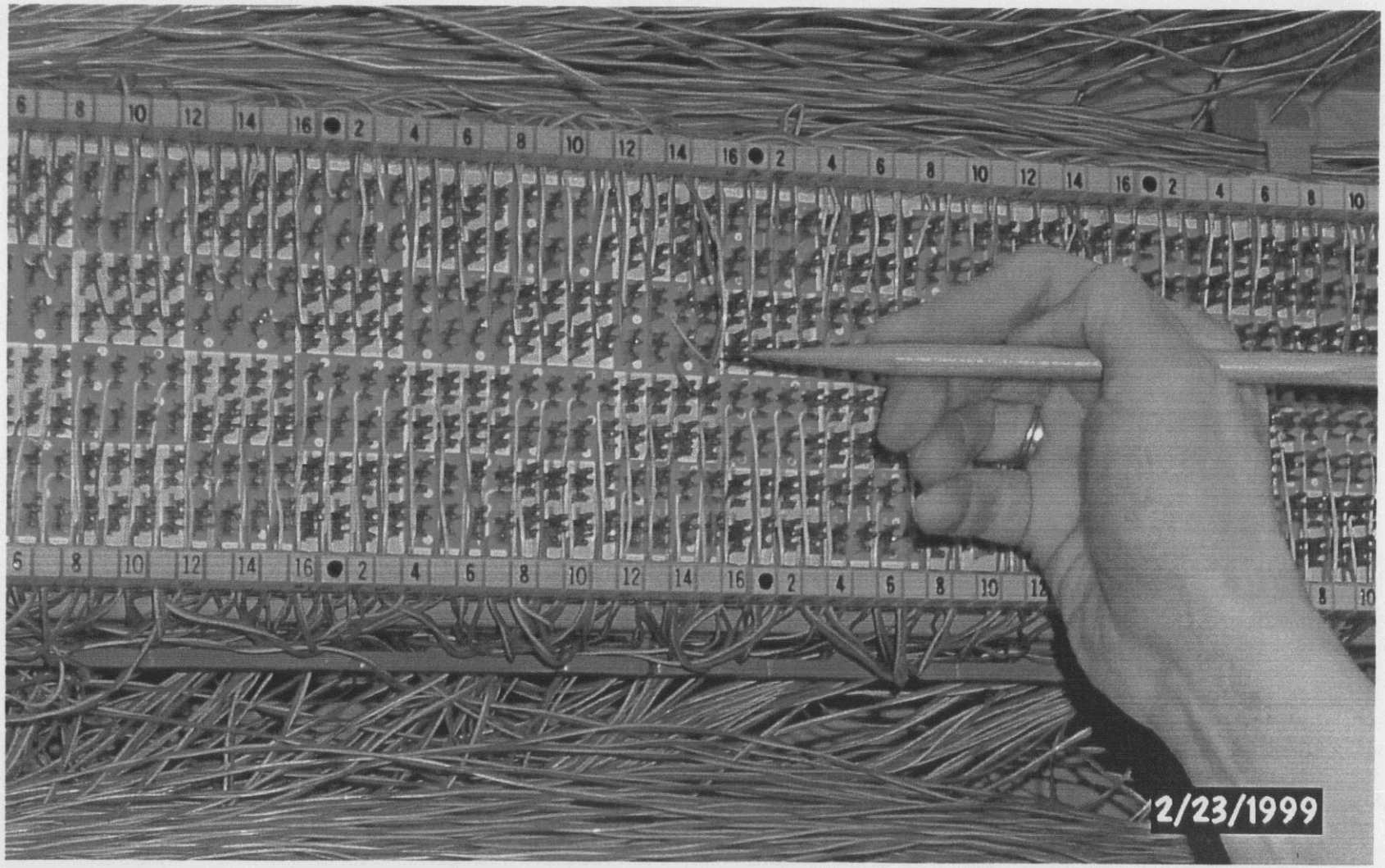
LOOP CUTOVER PROCESS

Step 8: Technician locates and removes end of jumper connected to the BellSouth cable pair.



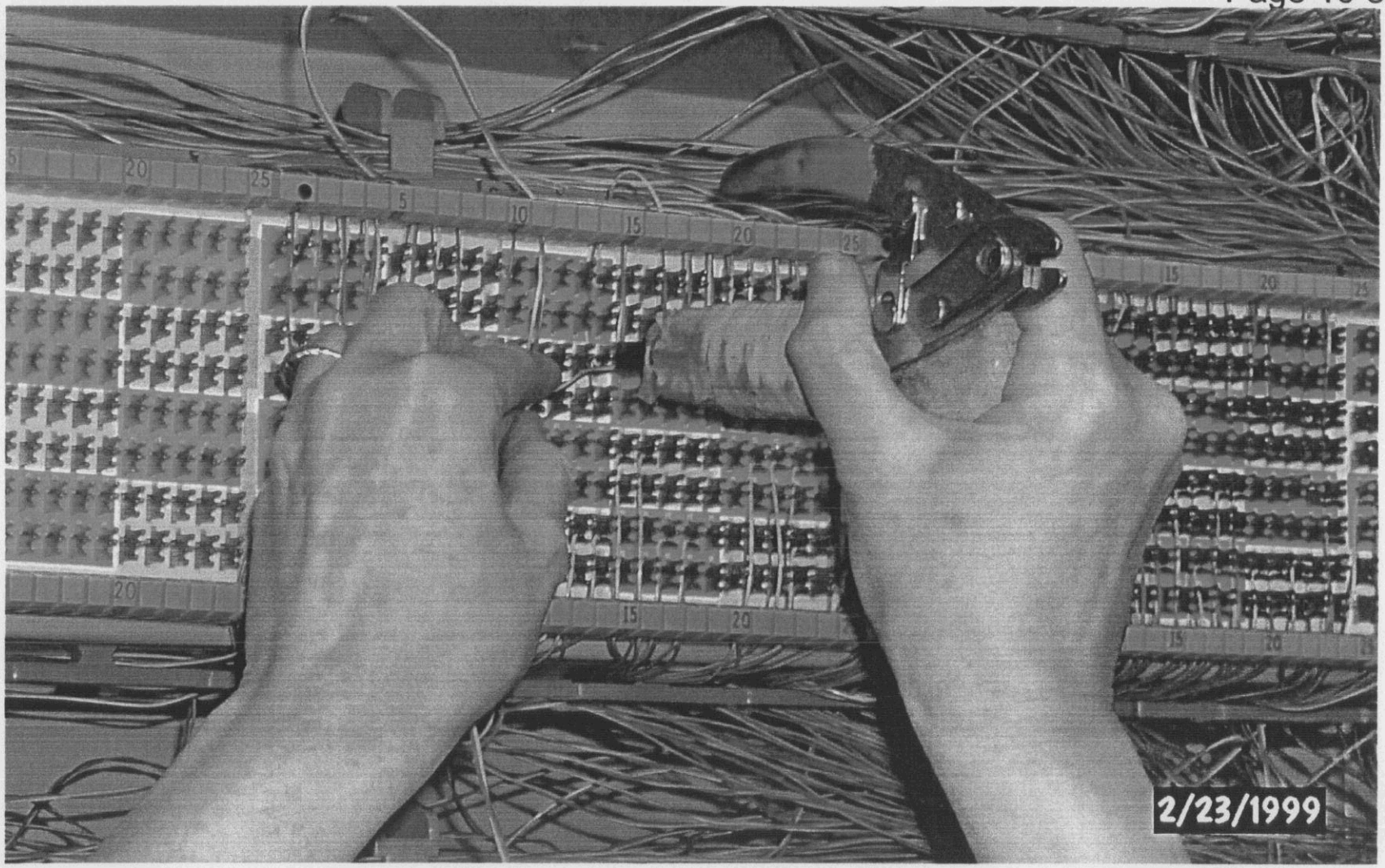
LOOP CUTOVER PROCESS

Step 9: Technician locates and removes end of jumper connected to the switching equipment.



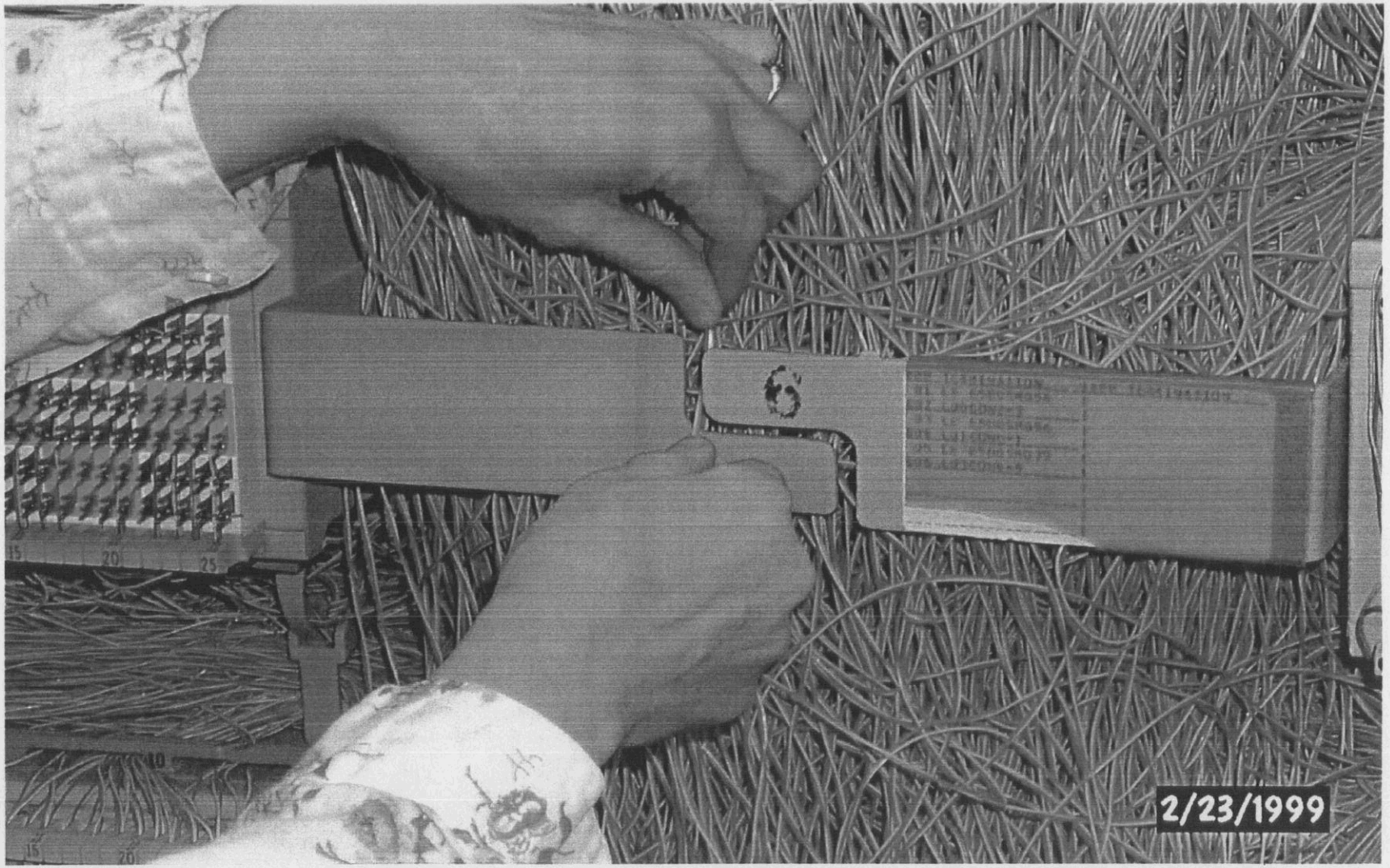
LOOP CUTOVER PROCESS

Step 10: Technician places new jumper on MDF.



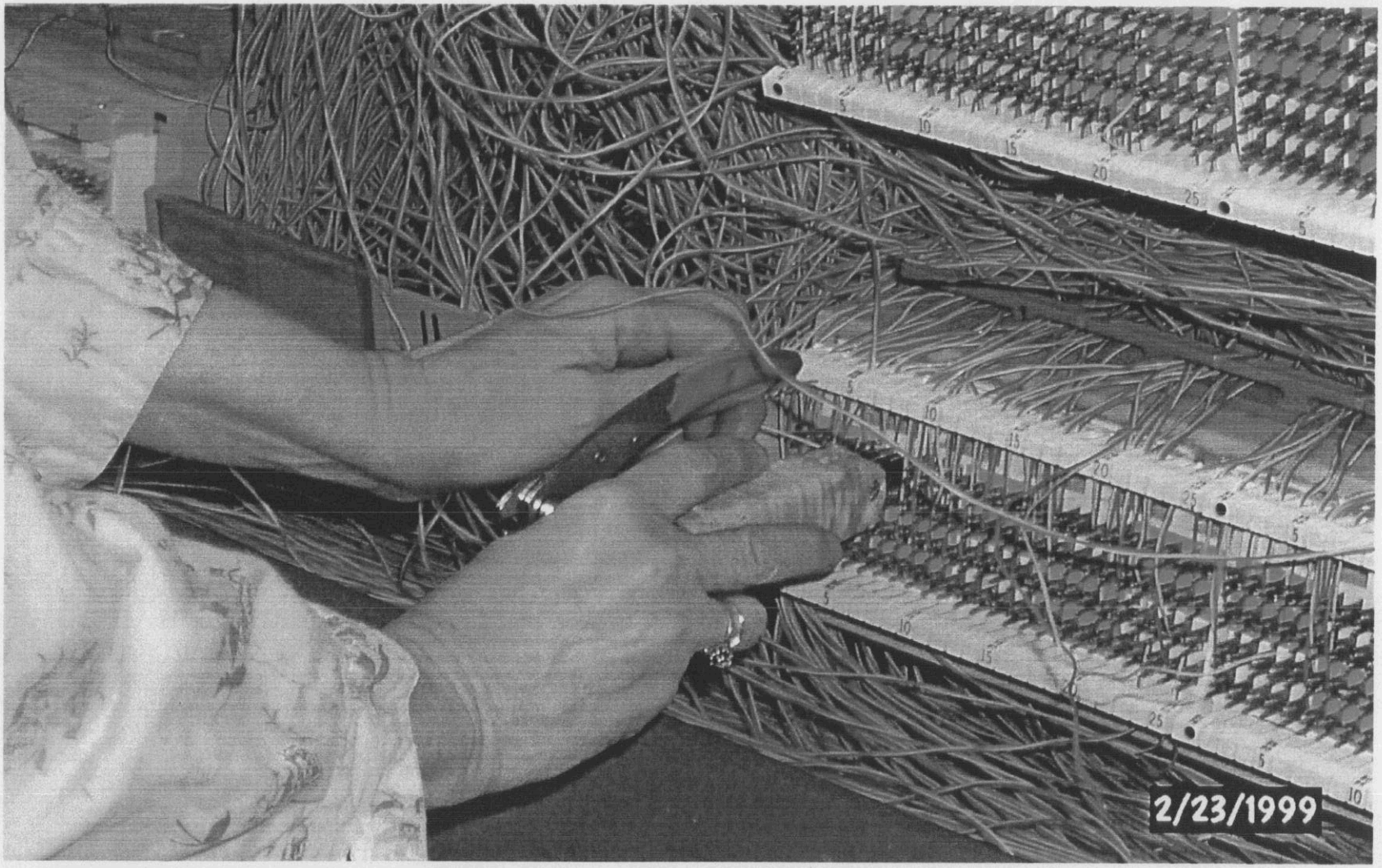
LOOP CUTOVER PROCESS

Step 11: Technician weaves wire through cable rack to reach tie cable to CLP's collocation equipment.



LOOP CUTOVER PROCESS

Step 12: Technician connects new jumper on frame to tie cables to CLP equipment.



LOOP CUTOVER PROCESS

Step 13: Technician conducts ANAC test to verify that loop has been cut to correct CLP switch port.



LOOP CUTOVER PROCESS

Step 14: Technician verifies cutover with CLP, closes order, and notifies the UNE Center.

