

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of	:	DOCKET NO. 960847-TP
	:	DOCKET NO. 960980-TP
Petitions by AT&T Communications	:	
of the Southern States, Inc., MCI	:	
Telecommunications Corporation	:	
and MCI Metro Access Transmission	:	
Services, Inc., for arbitration	:	
of certain terms and conditions	:	
of a proposed agreement with	:	
GTE Florida Incorporated	:	
concerning interconnection and	:	
resale under the	:	
Telecommunications Act of 1996.	:	

THIRD DAY - EVENING SESSION

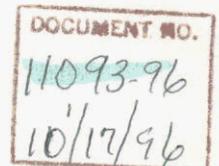
VOLUME 18

Pages 2002 through 2134

PROCEEDINGS:	HEARING
BEFORE:	CHAIRMAN SUSAN F. CLARK COMMISSIONER J. TERRY DEASON COMMISSIONER JULIA L. JOHNSON COMMISSIONER DIANE K. KIESLING COMMISSIONER JOE GARCIA
DATE:	October 16, 1996
PLACE:	Betty Easley Conference Center 4075 Esplanade Way, Room 148 Tallahassee, Florida
REPORTED BY:	JANE FAUROT, RPR
APPEARANCES:	(As heretofore noted.)

BUREAU OF REPORTING

RECEIVED 10-17-96



I N D E X

Page No.

WITNESSES

Name:

MICHAEL L. DELLANGELO

Continued Cross Examination by Ms. Azorsky 2004

Redirect Examination by Mr. Gillman 2006

MICHAEL DREW

Direct Examination by Ms. Caswell 2007

Prefiled Direct Testimony Inserted 2010

Prefiled Rebuttal Testimony Inserted 2057

Cross Examination by Mr. Hoe 2076

Cross Examination by Mr. Pellegrini 2089

Redirect Examination by Ms. Caswell 2091

BEVERLY Y. MENARD

Direct Examination by Ms. Caswell 2093

Prefiled Direct Testimony Inserted 2095

Prefiled Rebuttal Testimony Inserted 2118

Cross Examination by Ms. Barone 2125

EXHIBITS

Number:

Identified Admitted

57			2007
58	RL-1 and 2	2073	
59	Order and Billing Forum Issue Identification Form	2081	
60	BYM-1	2125	2130
61	BYM-2	2125	2130
62	BYM-3	2125	2130
63	BYM-4	2125	2130
64	GTE's response to AT&T's Second Set of Interrogatories	2125	2130
65	(Late-filed) AT&T contract provisions which would compensate customers for revenue losses caused by AT&T	2134	

P R O C E E D I N G S

(Hearing convened at 5:00 p.m.)

Whereupon,

MICHAEL L. DELLANGELO

having been called as a witness on behalf of GTE Florida, Incorporated, and being duly sworn, continues his testimony as follows:

CONTINUED CROSS EXAMINATION

BY MS. AZORSKY:

Q Are you aware the Illinois Commerce Commission in Docket Number 95-048, ordered that AIN triggers be unbundled?

A Yes.

MS. AZORSKY: I would ask that the Commission take official recognition of that order, and we can provide a copy to the Commission and other copies will be made available upon request.

CHAIRMAN CLARK: Tell me again the order.

MS. AZORSKY: It's Illinois Commerce Commission Docket Number 95-048.

CHAIRMAN CLARK: And the order number? Is that the order number?

MS. AZORSKY: Yes.

WITNESS DELLANGELO: They ordered that, but there is also a caveat with that order. If you go back and read

1 the order, there was serious concern about the harm that
2 will occur from the network, and it also requires that the
3 appropriate safeguards be put in place to prevent harm to
4 the network.

5 BY MS. AZORSKY:

6 Q Mr. DellAngelo?

7 A Which don't exist today, incidentally.

8 Q Mr. DellAngelo, do you agree that that order can
9 speak for itself since we have put it in the record?

10 MR. GILLMAN: I object. He is allowed to give his
11 interpretation of it.

12 BY MS. AZORSKY:

13 Q Well, let's talk about mediation. That's actually
14 the last issue I wanted to discuss with you, Mr. DellAngelo.
15 If such mediation is introduced into the network, is GTE
16 willing to have the calls of GTE customers as well as the
17 calls of other AIN service providers passed through any such
18 mediation point?

19 A What we are proposing is that this issue of
20 mediation requirements to provide the safeguards, it's an
21 industry issue because there are multiple players involved.
22 It has to be addressed from an industry standard
23 perspective. And if the industry standards -- if that is a
24 solution that is implemented in the industry standards, GTE
25 will abide by it.

1 MS. AZORSKY: Thank you. I have no further
2 questions.

3 CHAIRMAN CLARK: Staff.

4 MR. PELLEGRINI: Staff has no questions.

5 CHAIRMAN CLARK: Commissioners. Redirect.

6 MR. GILLMAN: I just have one.

7 REDIRECT EXAMINATION

8 BY MR. GILLMAN:

9 Q Mr. DellAngelo, on the question about the Illinois
10 decision, in response to the question by Counsel you stated
11 that there were safeguards recommended in that decision.
12 Are the same safeguards recommended in that decision those
13 which you are recommending that be investigated in this
14 case?

15 A Yes.

16 MR. GILLMAN: I have nothing further. I move for
17 the admission of Exhibit 56.

18 CHAIRMAN CLARK: It will be admitted in the record
19 without objection. Thank you, Mr. DellAngelo.

20 WITNESS DELLANGELO: Thank you.

21 CHAIRMAN CLARK: We will take a break until 10
22 after 5:00.

23 MR. PELLEGRINI: That was Exhibit 57, was it not,
24 Chairman Clark?

25 CHAIRMAN CLARK: Yes. Did I misstate?

1 MR. PELLEGRINI: No.

2 CHAIRMAN CLARK: I'm sorry, it is Exhibit 57.

3 Thank you.

4 (Exhibit Number 57 received into evidence.)

5 (Recess.)

6 CHAIRMAN CLARK: We will call the hearing back to
7 order. Mr. Drew?

8 MS. CASWELL: Yes. GTE calls Mike Drew.

9 Whereupon,

10 MICHAEL DREW

11 having been called as a witness on behalf of GTE Florida,
12 Incorporated, and being duly sworn, was examined and
13 testified as follows:

14 DIRECT EXAMINATION

15 BY MS. CASWELL:

16 Q Mr. Drew, would you please state your name and
17 address for the record, please.

18 A My name is Mike Drew, D-R-E-W. My business
19 address is 600 Hidden Ridge Drive in Irving, Texas.

20 Q Who is your employer?

21 A My employer is GTE Telephone Operations.

22 Q What is your position there?

23 A My current position is group product manager,
24 network interconnection.

25 Q And did you adopt two sets of direct testimony in

1 this proceeding, one with regard to Docket 960847 and the
2 other with regard to 960980?

3 A Yes, I did.

4 Q And was that the direct testimony of Rodney
5 Langley in both instances?

6 A Yes.

7 Q And were there two exhibits attached to that
8 direct testimony in Docket 960847?

9 A Yes.

10 Q Do you any changes to your direct testimony or to
11 those exhibits?

12 A Yes, I do.

13 Q Can you tell us what they are?

14 A I have one minor change of the direct testimony of
15 Rodney Langley, Docket Number 960847. Both changes are on
16 Page 12. Line Number 14, the acronym for the ordering
17 center should be changed from NAOC to NOMC, and the same
18 change occurs in Line 16, change NAOC to NOMC.

19 Q And with those changes, if I asked you those same
20 questions today, would your answers remain the same?

21 A Yes, they would.

22 Q Did you also file rebuttal testimony in Docket
23 960847 and Docket 960980 respectively?

24 A Yes, I did.

25 Q Do you have any changes to that rebuttal

1 testimony?

2 A No, I do not.

3 Q So if I asked you the same questions today, your
4 answers would remain the same?

5 A Yes, they would.

6 MS. CASWELL: Madam Chairman, I would ask that
7 both sets of rebuttal testimony and both sets of direct
8 testimony be inserted into the record as though read.

9 CHAIRMAN CLARK: They will be inserted in the
10 record as though read.

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GTE FLORIDA INCORPORATED
DIRECT TESTIMONY OF RODNEY LANGLEY
DOCKET NO. 960847-TP

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Rodney Langley. My business address is 600 Hidden Ridge, Irving, TX, 75038.

Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?

A. I am employed by GTE Telephone Operations as a Senior Product Manager.

Q. PLEASE BRIEFLY DESCRIBE YOUR EDUCATION AND WORK EXPERIENCE.

A. I hold a B.S.-B.A degree from Valdosta State University in Georgia. I have been employed by GTE for 24 years, having carried out responsibilities in switch administration, the business office, access services and product manager.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I will discuss the open issues between GTE and AT&T with respect to AT&T's requests for access to GTE's operations support systems (OSS). I will first provide a general overview of operations support systems, then set out the relevant requirements under the

1 Telecommunications Act of 1996 (Act) and the FCC's associated
2 Order. I will next list the disputed issues presented for arbitration and
3 summarize each parties' position. Finally, I will explain in detail
4 GTE's position on the issues.

5

6 **Q. BY WAY OF INTRODUCTION, CAN YOU DESCRIBE THE NATURE**
7 **OF THE DISPUTE BETWEEN GTE AND AT&T OVER**
8 **OPERATIONS SUPPORT SYSTEMS ("OSS")?**

9 A. Yes. Under the Telecommunications Act of 1996 (the "Act"),
10 alternative local exchange carriers ("ALECs") who request
11 interconnection with the networks of incumbent local exchange
12 carriers ("ILECs") are to be given access to network elements on an
13 unbundled basis. (Act at § 251(c)(3).) This unbundling is to be
14 provided at technically feasible points at rates, terms and conditions
15 that are just, reasonable, and nondiscriminatory. (Act at 251(c)(3).)
16 An ILEC's operations support systems functions are one of the
17 unbundled elements subject to these requirements. (Implementation
18 of the Local Competition Provisions in the Telecommunications Act
19 of 1996, First Report and Order, CC Docket 96-98, FCC 96-325
20 (released Aug. 8, 1996) ("Order") at ¶ 265.) For an ALEC to access
21 these ILEC operational systems, it must interface its own systems
22 with those of the ILEC. (Order at ¶ 265.)

23

24 AT&T has not listed GTE's operations support systems as one of the
25 unbundled elements it seeks to purchase from GTE. Rather, AT&T

1 expects GTE to provide them for free. GTE contends that OSS are
2 not an unbundled element and AT&T is required to pay for access to
3 their functions. If it is determined that they are an unbundled
4 element, AT&T must still pay for access to their functions.

5
6 Since GTE will create AT&T's electronic interfaces to these GTE
7 systems exclusively for AT&T and other ALECs, the total cost for them
8 under "total element long run incremental cost" ("TELRIC") pricing
9 must be paid entirely by AT&T and the ALECs. To avoid this, AT&T
10 focuses on other provisions of the Act in its discussion of operations
11 support systems rather than the section specifically providing for
12 unbundling.

13
14 Negotiations to provide AT&T nondiscriminatory access to GTE's
15 operations support systems have generated a number of disputed
16 issues that the parties have not yet resolved. These issues center on
17 the extent to which GTE must develop entirely new operations
18 support systems for AT&T, and on AT&T's refusal to pay for any such
19 development. AT&T is demanding that it be provided immediate
20 access to GTE's systems in many different ways and at different
21 points, a number of which are neither available nor technically
22 feasible today. GTE contends that AT&T's proposal for access to
23 GTE's operational support systems goes beyond the Act's
24 requirement that GTE permit AT&T to access the functions of these
25 GTE's systems.

1 Assuming, arguendo, that GTE were willing or required to provide any
2 or all of the new systems and capabilities sought by AT&T, the parties
3 also have not reached agreement on who must pay for the cost of
4 such enhancements or systems. As the FCC recently confirmed,
5 ALECs such as AT&T must pay all costs associated with the provision
6 of access to unbundled elements that they request. Related issues
7 which likewise must be addressed in such circumstances are (1) the
8 timing of the availability of any new systems or enhancements, (2) the
9 establishment of mechanisms to ensure the security and integrity of
10 GTE's systems and network, and (3) the confidentiality of GTE's and
11 its customers' proprietary and other information.

12
13 In brief, GTE is unwilling to cede unrestricted control of its operational
14 systems to AT&T, and the Act does not require it. GTE is willing to
15 interconnect its equipment and facilities to those of AT&T and to
16 other competing local carriers. GTE is willing to give AT&T access to
17 certain unbundled network elements in accordance with the Act and
18 the FCC. GTE is also willing to give AT&T access to GTE operations
19 support systems functions so that AT&T orders for resold local
20 service and unbundled network elements can be processed in a
21 nondiscriminatory manner.

22
23 Generally, GTE will process AT&T orders for these items using the
24 same systems GTE uses for its own local services. Thus, for
25 example, the ordering and provisioning of resold services as well as

1 billing and maintenance for AT&T will be provisioned using GTE's
2 data centers and the many operations support systems GTE uses for
3 its own service. By the same token, it is not technically feasible at
4 this time to provide at every level the variety of electronic interfaces
5 or interconnection points to GTE's operational systems that AT&T
6 demands. GTE is willing to explore the possibility in the future for
7 certain specific types of multi-level "electronic bonding" to its systems
8 functions that may become technically feasible. Indeed, AT&T
9 appears to recognize that all the electronic bonding it seeks cannot
10 be developed for some time. However, any necessary electronic
11 bonding can be accomplished only if the costs associated with such
12 interfaces are properly recovered and if the operation of the system
13 and data within it, especially GTE's proprietary customer data, is not
14 compromised.

15

16 **Q. ARE ANY ISSUES RELATED TO OSS ALSO IN DISPUTE?**

17 A. Yes. There are several OSS-related issues. Once AT&T provides
18 local exchange service, it demands that GTE no longer make primary
19 interexchange carrier ("PIC") changes submitted to it by other
20 interexchange carriers ("IXCs") for AT&T local service customers.
21 GTE should not be prohibited from making such changes if
22 requested. AT&T also demands that GTE meet different service
23 standards than GTE meets for its own customers. GTE believes this
24 discrimination is improper. Also, AT&T demands that GTE be
25 required to unbrand calls to GTE's service repair centers and that

1 GTE employees work under AT&T's brand. GTE should be allowed
2 to keep its brand on its service repair centers just as AT&T will have
3 its brand for its own service repair center. Further, GTE employees
4 should continue to work under GTE's own brand. AT&T also requests
5 that GTE bill AT&T's local customers for third party information
6 service calls. GTE cannot perform this billing unless AT&T provides
7 GTE the account information for AT&T customers necessary to bill
8 those customers. Finally, AT&T requests electronic access to GTE
9 customer account information. This is information that AT&T can
10 obtain directly from its own customers just as GTE does today, and
11 an electronic interface to GTE's system is not required.

12

13 **Q. WHAT ARE OPERATIONAL SUPPORT SYSTEMS?**

14 A. Overall, there are approximately 40 different operations support
15 systems related to ordering, provisioning, usage, billing and repair for
16 GTE's local exchange service. While it is not practical or necessary
17 to discuss each one here, I will reference a number of the more
18 important ones in this testimony to illustrate the technical complexity
19 of both the various systems and their integration.

20

21 **Q. WILL GTE PERMIT AT&T TO USE GTE'S OSS ON THE SAME
22 BASIS AS GTE USES THEM FOR ITS OWN OPERATIONS?**

23 A. Yes. There appears to be no significant controversy between the
24 parties regarding whether GTE's operations support systems
25 functions will be used for AT&T on parity with their use for GTE.

1 These systems are the same operations support systems GTE uses
2 to provide its own local services. GTE's use of these operations
3 support systems for AT&T's resold services and unbundled elements
4 will be the same as for GTE's services. This parity of use will allow
5 AT&T's ordering, provisioning and billing of its local services to be
6 supported operationally on the same systems that GTE uses.

7
8 The discussion which follows will describe the operations support
9 systems that GTE will use and the related functions that are available
10 in the short term to AT&T for service ordering, service provisioning
11 and billing. Trunk-side interconnection support systems will be
12 discussed first, followed by a review of support systems for line-side
13 interconnection. The various GTE systems discussed below are
14 depicted in Exhibit No. RL-1 attached to this testimony.

15

16

17 **Q. HOW DOES GTE PLAN TO HANDLE TRUNK-SIDE**
18 **INTERCONNECTION ORDERS FROM AT&T?**

19 A. AT&T will be able to order trunk-side interconnection services from
20 GTE through a direct electronic interface over the GTE Network Data
21 Mover ("NDM") in a nondiscriminatory manner just as it does today for
22 access services. In fact, the systems that GTE will use to process
23 trunk-side interconnection orders are the same systems that AT&T
24 and other IXCs use today for the purchase of access services from
25 GTE. Requests for switched and special access are processed

1 routinely today and the parties are very familiar with the process. The
2 system has proved to be operationally sound over the years.

3

4 Orders for trunk-side interconnection will be initiated by an Access
5 Service Request ("ASR") sent electronically by AT&T over the NDM.
6 Again, this is the same data delivery vehicle that AT&T currently uses
7 to order access services. ASRs for trunk-side interconnection will be
8 entered electronically into GTE's Customer Access Management
9 System ("CAMS") to validate the request, identify any errors, and
10 resolve any errors back to AT&T. CAMS is a family of GTE systems
11 comprised of EXACT/TUF, SOG/SOP, and CABS. See Exhibit RL-1.

12

13 **Q. CAN YOU EXPLAIN IN MORE DETAIL HOW GTE'S CAMS WILL**
14 **INITIALLY ROUTE AND VERIFY THE ASR FOR TRUNK-SIDE**
15 **INTERCONNECTION?**

16 **A.** Yes. GTE will route the ASR through its data center to one of two
17 National Access Ordering Centers ("NAOC"). The ASR order will be
18 entered electronically into the EXACT/TUF system for validation and
19 correction of errors. Errors will be referred back to AT&T. AT&T then
20 will correct any errors that GTE has identified and resubmit the
21 request to GTE electronically through a supplemental ASR. GTE
22 then will translate the ASR into a service order for provisioning and
23 billing. In order to convert the ASR into a service order, GTE
24 personnel must apply the necessary elements to provision the service
25 and include the billable elements necessary for GTE to bill AT&T for

1 the services provided. This application also requires a determination
2 of the access tandem to end office relationships with the service
3 requested.

4
5

6 **Q. AFTER THE ASR IS TRANSLATED INTO A SERVICE ORDER,**
7 **HOW DOES SERVICE PROVISIONING OCCUR?**

8 A. At the next system level, translated service orders will be distributed
9 electronically through the SOG/SOP systems to several destinations.
10 The SOG/SOP system will begin the actual provisioning of the service
11 for AT&T. (Other GTE provisioning systems are CNAS and ACES.)
12 The GTE Database Administrative Group ("DBA") and the Special
13 Services Control Center ("SSCC") will be the two most important
14 destinations at this level. The DBA location will identify codes for the
15 appropriate GTE switch in order to provide the functions required by
16 the ASR. The SSCC will provide the engineering for the facilities
17 over which the services will be handled. Information from these two
18 groups (and others) then will be transmitted electronically to GTE's
19 field service personnel (Customer Zone Technicians or "CZTs") who
20 will establish the trunks and facilities, thus connecting the GTE
21 facilities to a connecting company, if one is required, and to AT&T.
22 GTE's CZTs also will contact AT&T directly to perform testing, and
23 upon acceptance by AT&T, will make the necessary entries into the
24 GTE system to complete the order. The completed orders then will
25 pass to GTE's Carrier Access Billing System ("CABS") which will

1 generate the bill to AT&T. The billing process under CABS requires
2 coordination with several other systems.

3

4 **Q. PLEASE ELABORATE ON THE BILLING PROCESS.**

5 A. Billing cannot be accomplished without call records from GTE's
6 central office switches. Records of usage will be generated at GTE's
7 end office switches or the access tandems. Call usage records will
8 be transmitted electronically from GTE's switches through GTE's
9 Billing Intermediate Processor ("BIP"). This system will collect the
10 call records, perform limited manipulations to the record and transfer
11 them to a centralized data center where they will be processed
12 through the Universal Measurement System ("UMS") to determine the
13 validity and accuracy of the records. UMS also will sort the records
14 and sends them to the CABS billing system, from which GTE will
15 produce a bill and send it to AT&T.

16

17 **Q. WILL AT&T ALSO BE ABLE TO ORDER LINE-SIDE**
18 **INTERCONNECTION DIRECTLY FROM GTE THROUGH AN**
19 **ELECTRONIC INTERFACE?**

20 A. Yes. To initiate an order for line-side services (which include resale,
21 unbundled loop, unbundled port and interim number portability),
22 AT&T will submit a Local Service Request ("LSR") from its data
23 center to GTE's Data Center using the same electronic NDM interface
24 used for trunk-side interconnection. Thus, the same transport
25 process and existing physical interconnections between the carriers

1 can be used. For new entrants that elect not to interface
2 electronically, GTE will accommodate submission of LSR orders by
3 facsimile, E-mail, Internet or a dial NDM arrangement.

4
5 An LSR is very similar to an ASR, except that it will be used
6 exclusively for line-side interconnection requests. GTE will transfer
7 LSRs to GTE's NOMC centralized service order processing center
8 electronically. As noted above, for ALECs who decide not to use an
9 electronic interface to reach GTE's data center, or who do not have
10 data centers similar to AT&T's, GTE will accept requests for service
11 through other forms or media directly to the NOMC.

12
13
14 **Q. WHAT KIND OF INFORMATION WILL A LSR INCLUDE?**

15 A. Depending on the situation, different information will be required on
16 the LSR. Most LSRs will be used either to transfer an existing GTE
17 customer to AT&T or to request service for a new customer who is not
18 an existing GTE customer. LSRs for a conversion of a GTE local
19 customer to AT&T must include information relating to all existing,
20 new and disconnected services for that customer, including the
21 customer's name, type of service desired, location of service and
22 features or options the customer desires. For service to a new
23 customer who is not an existing GTE customer, the LSR must contain
24 the new telephone number and the due date assignment. Also, a
25 user service address to GTE central office reference (SAG) and a list

1 of GTE products and services available for resale are currently
2 provided to ALECs by magnetic tape or paper report.

3

4 **Q. WILL AT&T HAVE ALL THE INFORMATION ASSOCIATED WITH**
5 **AN LSR IN ITS OWN DATABASES?**

6 A. No. While AT&T would have its own customer information and the
7 SAG/GTE products on tape from GTE, AT&T would not have the due
8 date or new telephone number for new customers since that
9 information is contained in GTE's systems. Therefore, a process is
10 required to provide this information to AT&T. GTE itself does not
11 have uniform access to this information electronically. Until there is
12 agreement on electronic interfaces, AT&T has agreed that an 800
13 number is the method that will be used. The 800 telephone number
14 will connect AT&T directly to GTE's NAOC service representatives.
15 When AT&T receives a request for service from a new local service
16 customer, AT&T will call GTE's NAOC through the 800 number, and,
17 while the new customer is on hold, GTE will provide the due date for
18 service and the new telephone number for that customer. At the
19 same time, AT&T will give GTE the new customer's name, service
20 address and type of requested service (e.g., R1, B1, etc.). GTE will
21 enter that information into its SORCES or SOLAR service ordering
22 systems to be held in suspense until AT&T sends the confirming LSR.
23 AT&T will then return to its customer holding on the line and provide
24 the due date and new telephone number.

25

1 **Q. WHAT HAPPENS AFTER THE TELEPHONE CALL IS OVER?**

2 A. After concluding the telephone call with the new customer, AT&T will
3 complete a confirming LSR for the new service and send it
4 electronically to GTE's data center for processing. Upon receipt, GTE
5 will match the LSR with the service order suspended in GTE's
6 system, and if there is a match, GTE will process the LSR. After the
7 LSR is processed, GTE will transmit confirmation electronically to
8 AT&T through the NDM that the LSR has been processed, providing
9 a record of the telephone number and due date. Of course, GTE
10 cannot hold the LSR in suspension forever. Thus, AT&T will be
11 required to submit the confirming LSR by 12:00 p.m. each day local
12 time, as defined by the location of the service address. If AT&T fails
13 to submit the LSR in a timely manner, the suspended LSR will be
14 considered in jeopardy, at which time GTE will assign a new due date
15 for such customer and notify AT&T of the change. Once the
16 electronic interface is created for due dates and telephone numbers,
17 the suspension process would be eliminated.

18

19 **Q. HOW WILL NUMBERS AND DUE DATES BE ASSIGNED FOR**
20 **SERVICES OTHER THAN SINGLE-LINE SERVICE?**

21 A. Number assignments and due date schedules for services other than
22 single line service will be assigned using the standard Firm Order
23 Confirmation ("FOC") report sent electronically to AT&T over the
24 NDM, thereby providing a record of the newly established due date.
25 An exception would be a multi-line hunt group, for which the pilot

1 number first will be provided by the 800 number. The other numbers
2 then will be provided through the normal electronic confirmation
3 process.

4

5 **Q. HAVE GTE AND AT&T DISCUSSED THE PROCESSING OF SO-**
6 **CALLED VANITY NUMBERS?**

7 A. Yes. GTE has committed that it will work with AT&T on a real time
8 interface to process specifically-requested, or vanity, numbers while
9 AT&T's customer is still on the line. If a number solution can be
10 established expeditiously, it will be done while the customer is still on
11 the line. If extensive time will be required to find a solution, GTE
12 service representatives will work with AT&T representatives off line
13 as GTE would for its own customers. For all of this, of course, the
14 basic tariff guidelines for providing telephone numbers will be
15 followed.

16

17 **Q. WHAT IS THE NEXT STEP AFTER THE ORDER FOR LINE-SIDE**
18 **INTERCONNECTION SERVICE IS ESTABLISHED?**

19 A. Once the order is established, it is moved for provisioning to the next
20 system level. Here, GTE will validate and process the LSR to
21 establish an account for AT&T and, if GTE continues to provide some
22 residual services to the customer, GTE will maintain a GTE account.
23 In GTE's system, GTE's account is called the Residual Account and
24 AT&T's account is referred to as the ALEC Account. If any
25 engineering for the service is necessary, the account would be

1 distributed to the SSCC. Otherwise, it will be distributed for facility
2 assignment.

3

4 With the account established and any engineering and facility
5 assignment complete, GTE then will transmit electronically a record
6 to GTE's CZT field personnel if physical interconnection or similar
7 activity is required. The CZTs will provision the service and then
8 electronically confirm such provision in the SOLAR/SORCES system
9 when completed. The accounts then will be transmitted to GTE's
10 Customer Billing Services System ("CBSS"). Call records for actual
11 service provided to AT&T's customers on GTE facilities will be
12 transmitted from GTE's switches through several usage rating
13 systems (BIP, UMS, Call Recording), screened and eventually
14 delivered to CBSS for the generation of bills.

15

16 **Q. IS CBSS DIFFERENT FROM CABS?**

17 **A.** Yes. CBSS is the same system that generates GTE's own end user
18 bill for GTE local and residual services (those that GTE continues to
19 provide to AT&T or other ALEC local service customers that are not
20 subject to resale), so that AT&T will have system use parity with GTE.
21 GTE is working to enhance CABS to handle both trunk-side and line-
22 side billing. For now, CBSS will create a bill to AT&T for resold
23 services and unbundled elements along with a summary bill master.
24 Daily file records on AT&T's accounts also will be generated and
25 transmitted electronically to AT&T.

1 **Q. WILL GTE'S NDM ALSO HANDLE AT&T'S DIRECTORY**
2 **ASSISTANCE AND DIRECTORY LISTING INFORMATION?**

3 A. Yes. In addition to the LSR delivery process, AT&T will distribute
4 directory assistance and directory listing information (together
5 sometimes referred to hereafter as "DA/DL information") to GTE's
6 Data Center over the NDM. GTE will sort the data containing this
7 information and process it to GTE's directory publication company
8 and its directory assistance bureaus.

9
10 **Q. WILL GTE ALLOW AT&T TO ACCESS ITS SERVICE**
11 **MAINTENANCE SYSTEMS?**

12 A. Yes. There is no dispute that AT&T requests for repair will have
13 access to GTE's service maintenance support systems functions.
14 Again, the maintenance operations support systems which GTE will
15 use for AT&T are essentially the same as those GTE uses to provide
16 its own local repair service. The maintenance operations support
17 systems and procedures discussed below are depicted in Exhibit RL-
18 2 in the attachments to this testimony.

19

20

21 **Q. HOW WILL GTE PROCESS AT&T'S TROUBLE REPORTS?**

22 A. If AT&T requires maintenance for its local service customers, AT&T
23 will initiate a request for repair--typically called a trouble report--by
24 calling GTE's Customer Care Repair Center. (If an AT&T end-user
25 contacts GTE's repair center directly, GTE will provide a telephone

1 number and refer the customer to AT&T for origination of the repair
2 report. AT&T would do the same for GTE customers.)

3

4 During the call to the Customer Care Repair Center, GTE service
5 representatives will verify that the end-user is an AT&T customer and
6 will then obtain the necessary information from AT&T to process the
7 trouble report. While the AT&T representatives are still on the line,
8 GTE personnel will perform an initial analysis of the problem and
9 remote line testing for resale services. If engineered services are
10 involved, the call will be made to the GTE SSCC for handling. If no
11 engineering is required and the line testing reveals that the trouble
12 can be repaired remotely, GTE personnel will correct the problem and
13 close the trouble report while AT&T representatives are still on the
14 line. If on-line resolution is not possible, GTE personnel will provide
15 AT&T representatives a commitment time for repair and a trouble
16 ticket number, and the GTE personnel then will enter the trouble
17 ticket into the GTE service dispatch queue. AT&T's repair service
18 commitment times will be within the same intervals as GTE provides
19 to its own end users.

20

21 Repair calls to the SSCC for engineered services will be processed
22 in essentially the same manner as those by the GTE Customer Care
23 Center. GTE personnel will analyze the problem, provide the AT&T
24 representative with a commitment time while they are still on the line,
25 and then place the trouble ticket in the dispatch queue.

1 GTE then will process all AT&T trouble reports in the dispatch queue
2 along with GTE trouble reports in the order they were filed (first in,
3 first out), with priority given to out-of-service conditions. If, at any
4 time, GTE would determine that a commitment time given to AT&T
5 becomes in jeopardy, GTE service representatives will contact AT&T
6 by telephone to advise of the jeopardy condition and provide a new
7 commitment time.

8
9 Trouble reports in the dispatch queue will be transmitted
10 electronically to GTE CZT service technicians who will repair the
11 service problems and clear the trouble reports. For cleared AT&T
12 trouble reports, GTE service technicians will make a telephone call
13 to AT&T directly to clear the trouble ticket. GTE service technicians
14 will make the confirmation call to the telephone number provided by
15 AT&T. If AT&T is unable to process the call or places the GTE
16 technician on hold, the call will be terminated. To avoid disconnect,
17 AT&T may develop an answering system, such as voice mail, to
18 handle the confirmation calls expeditiously.

19

20 **Q. HAS AT&T ALSO DEMANDED ON-LINE ACCESS TO GTE'S**
21 **MAINTENANCE SUPPORT SYSTEMS TO "STATUS" AND CLOSE**
22 **TROUBLE TICKETS?**

23 **A.** Yes. This is an unreasonable request, as an electronic interface
24 would need to be developed, which would take years to create at
25 significant cost.

1 **Q. ARE THERE ANY DIFFERENCES IN GTE'S PROCESSING OF ITS**
2 **OWN AND AT&T'S REPAIR REQUESTS THAT WOULD HARM**
3 **AT&T IN THE MARKETPLACE?**

4 A. No. GTE will resolve repair requests by or for AT&T local service
5 customers using GTE's existing repair system in parity with repair
6 requests by GTE customers. GTE will respond to service requests for
7 AT&T using the same time parameters and procedures that GTE
8 uses. The only difference is that, until electronic interfaces between
9 GTE and AT&T can be developed, GTE customers would call the
10 GTE Customer Care Center directly, while AT&T customers would be
11 required to call AT&T. AT&T then would call GTE's Customer Care
12 Center or SSCC while the customers were on hold. This difference,
13 however, is not material and would be transparent to the customer.
14 AT&T repair customers would not be aware what AT&T
15 representatives were doing while they were on hold. GTE also places
16 its own repair customers on hold when processing repair orders. On
17 average, the time to process the respective GTE and AT&T repair
18 calls would not be qualitatively different from the perception of its
19 customers.

20
21 **Q. IS THE ACCESS GTE WILL PROVIDE AT&T TO ITS OSS**
22 **CONSISTENT WITH THE ACT?**

23 A. Section 251 of the Act imposes a number of obligations upon ILECs --
24 including duties of interconnection, resale, number portability, dialing
25 parity, access to rights-of-way, reciprocal compensation, negotiation,

1 unbundled access, notice of changes, and collocation. However, the
2 duty of "operation system creation" is not listed. Section 251(c)(2)
3 requires GTE to interconnect with the equipment and facilities of
4 AT&T, and Section 251(c)(3) of the Act requires GTE to provide
5 certain unbundled network elements to AT&T. Although the FCC has
6 required ILECs to complete such "modifications" as are necessary to
7 accommodate ALEC access, (Order at ¶ 524), GTE is not required to
8 create AT&T's equipment and facilities. Nor must GTE develop new
9 systems or enhancements to its own systems (other than access
10 capabilities) merely because AT&T may desire it. This is not to say
11 that a telecommunications carrier could not contract with GTE to
12 develop various operational systems. Such an agreement, however,
13 would be beyond the scope of any requirements of the Act.

14
15 **Q. WHAT, SPECIFICALLY, ARE THE ILECS' OBLIGATIONS UNDER**
16 **THE ACT?**

17 A. The Act imposes a duty upon ILECs to interconnect their networks to
18 the equipment and facilities of requesting new local market entrants.
19 Section 251(c)(2) provides:

20 (2) INTERCONNECTION.-The duty to provide, for the facilities
21 and equipment of any requesting telecommunications carrier,

22 interconnection with the local exchange carrier's network -

23 (A) for the transmission and routing of telephone
24 exchange service and exchange access;

25 (B) at any technically feasible point within the carrier's

1 network;
2 (C) that is at least equal in quality to that provided by
3 the local exchange carrier to itself or to any subsidiary,
4 affiliate, or any other party to which the carrier provides
5 interconnection; and
6 (D) on rates, terms, and conditions that are just,
7 reasonable, and nondiscriminatory, in accordance with
8 the terms and conditions of the agreement and the
9 requirements of this section and section 252.

10

11 In addition, section 251(c)(3) of the Act requires ILECs to provide
12 nondiscriminatory access to network elements. It provides, in
13 relevant part:

14

15

16

17

18

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25

UNBUNDLED ACCESS.- The duty to provide, to
any requesting telecommunications carrier for
the provision of a telecommunications service,
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
in accordance with the terms and conditions of
the agreement and the requirements of this
section and section 252.

1 "Network element" is defined in the Act as a "facility or equipment
2 used in the provision of a telecommunications service. This term also
3 includes features, functions, and capabilities that are provided by
4 means of such facility or equipment, including subscriber numbers,
5 databases, signaling systems, and information sufficient for billing
6 and collection or used in the transmission, routing, or other provision
7 of a telecommunications service." (Act at sec. 153(29).) FCC
8 regulations identify OSS and information as one of seven network
9 elements. (Order at ¶ 504.)

10
11 Finally, section 251(b)(1) of the Act imposes a duty on ILECs not to
12 impose unreasonable and discriminatory conditions or limitations on
13 the resale of telecommunications services.

14
15 **Q. DID THE FCC'S INTERCONNECTION ORDER FURTHER EXPLAIN**
16 **THESE STATUTORY REQUIREMENTS?**

17 **A.** Yes. In its decision, the FCC stated that "operational support
18 systems and the information they contain fall squarely within the
19 definitions of 'network element' and must be unbundled upon request
20 under 251(c)(3)." (Order at ¶¶ 265.) It also concluded that "competing
21 carriers must be able to perform the functions of pre-ordering,
22 ordering provisioning, maintenance and repair, and billing for network
23 elements and resale services in substantially the same time and
24 manner that an incumbent can for itself." (Order at ¶¶ 266 (emphasis
25 added).) Thus, the FCC concluded that ILECs must provide

1 nondiscriminatory access to their operations support system
2 functions, including the ILEC electronic interfaces it has created for
3 its own access to these systems. According to the FCC, this access
4 "includes access to the functionality of any internal gateway systems
5 the incumbent employs in performing the above functions for its own
6 customers." (Order at ¶ 269.)

7

8 **Q. IS GTE REQUIRED TO PROVIDE ACCESS TO ITS OSS**
9 **ANYWHERE AT&T DEMANDS IT?**

10 A. No. Under the Order, AT&T may develop and create its own
11 operational systems, or it may acquire access to GTE's operational
12 support systems functions. Such access, however, need not be
13 provided at each and every point that AT&T demands. It need only
14 be nondiscriminatory access (i.e., only where GTE provides itself
15 access) and only at technically feasible points. Equally important,
16 such access is not free. It is to be provided on rates, terms and
17 conditions that are just, reasonable and nondiscriminatory and that
18 ensure full cost recovery for GTE.

19

20 In summary, GTE's obligation is to provide AT&T nondiscriminatory
21 access to its operations support systems functions for pre-ordering,
22 ordering, provisioning, maintenance and repair, and billing. To the
23 extent AT&T requests to use GTE's operational systems functions
24 instead of AT&T's own, GTE will provide AT&T such access as
25 required by the Act. If technically feasible, GTE does not oppose the

1 creation of additional real time electronic interfaces to its system at
2 other points on rates, terms and conditions that are just, reasonable
3 and nondiscriminatory. However, GTE does oppose creating such
4 systems if its expenses are not properly compensated.
5

6 **Q. PLEASE BRIEFLY LIST THE ISSUES PRESENTED IN THIS**
7 **ARBITRATION AND THE PARTIES' RESPECTIVE POSITIONS ON**
8 **THEM.**

9 A. As I stated above, there is generally no dispute that AT&T will have
10 access to GTE's operations support systems functions for its
11 competing local telephone service. The disputed issues on this
12 subject center almost entirely upon the electronic interfaces that
13 AT&T wants to use to reach GTE's systems. Other issues related to
14 operations support systems must also be addressed. The operation
15 support systems and related questions submitted for arbitration are:

16
17
18 Operations Support Systems

19 (1) *Will AT&T have nondiscriminatory access to GTE's operations*
20 *support systems?*

21
22 **AT&T's Position:** GTE must provide AT&T "on-line" electronic
23 access to all of GTE's operational support systems
24 themselves.
25

1 **GTE's Position:** GTE will provide AT&T nondiscriminatory
2 access under the Act to GTE's operations support systems
3 functions available to GTE, but it need not provide "on-line"
4 access to such GTE systems themselves.

5

6 (2) *When should the long-term solution to the electronic interfaces*
7 *required by the Act between AT&T and GTE operations*
8 *support systems be implemented?*

9

10 **AT&T's Position:** GTE must implement all electronic
11 interfaces AT&T demands by 1997.

12

13 **GTE's Position:** The implementation of electronic interfaces
14 between the parties must be reasonably related to the actual
15 work required to create the necessary electronic bonding
16 between systems.

17

18 (3) *Who will pay for the expenses GTE incurs to create the*
19 *necessary electronic interfaces for AT&T?*

20

21 **AT&T's Position:** GTE and all the ALECs should pay for the
22 costs.

23

24 **GTE's Position:** AT&T should pay the costs.

25

1 Other Issues Related to Operations Support Systems

2 (4) *How will PIC changes be made for AT&T local customers?*

3

4 **AT&T's Position:** Other IXCs must make PIC changes for
5 AT&T local exchange service customers only through AT&T.

6

7 **GTE's Position:** PIC changes for AT&T local exchange
8 service customers may be made through GTE directly.

9

10 (5) *What quality standards must GTE maintain for AT&T's local*
11 *exchange service customers?*

12

13 **AT&T's position:** GTE must meet AT&T's unique quality
14 standards for all services to AT&T local exchange service
15 customers.

16

17 **GTE's Position:** GTE will provide services to AT&T
18 customers on a nondiscriminatory basis.

19

20 (6) *How are GTE's repair call routing and service technicians visits*
21 *to be branded?*

22

23 **AT&T's Position:** GTE must remove its brand from calls to
24 GTE's Customer Care Centers and have its service
25 technicians carry AT&T's brand.

1 **GTE's Position:** GTE's brand should remain on calls to
2 Customer Care Centers and GTE is not required to have its
3 employees work under AT&T's brand.

4

5 (7) *Who will bill for third-party information service charges incurred*
6 *by AT&T customers?*

7

8 **AT&T's Position:** GTE should bill AT&T customers for third-
9 party information service calls until AT&T has a billing and
10 collection agreement with such third-party service providers.

11

12 **GTE's Position:** GTE may provide such third-party
13 information service provider billing for AT&T if AT&T will
14 provide its customer account information necessary to bill
15 AT&T customers to GTE.

16

17 (8) *Should AT&T be permitted access to GTE's customer account*
18 *information without authorization?*

19

20 **AT&T's Position:** GTE must transfer customer account
21 information without customer consent.

22

23 **GTE Position:** GTE customer account information is
24 "Customer Proprietary Network Information" under the Act and
25 cannot be disclosed without customer authorization.

1 Below, I explain in more detail GTE's positions on each of the
2 disputed issues.

3

4 **Q. DOES AT&T WANT ACCESS ON A BASIS THAT EXCEEDS**
5 **PARITY?**

6 A. Yes. The access to GTE's ordering, service provisioning and billing
7 systems functions described above allows use of GTE's local service
8 support systems functions for AT&T on parity with GTE. But AT&T
9 wants more than this. AT&T demands unlimited real time access to
10 GTE's operating systems themselves through electronic bonding at
11 various levels. It demands, for example, that GTE develop new
12 systems that would allow AT&T to interface GTE's various OSS that
13 track service availability, dispatch GTE service technicians, manage
14 GTE facility capacity, track service completion, track service order
15 status, track trouble reports, monitor GTE's network, and provide
16 remote testing of the service for AT&T's customers. The parties have
17 agreed, and AT&T has acknowledged, that the creation of such new
18 systems is not technically feasible in the near future.

19 GTE will provide AT&T access to GTE's operations support systems
20 functions required by the Act, but not to the systems themselves.
21 Access directly to GTE's systems is not required by the Act. To this
22 end, the FCC has stated: "In all cases...we conclude that in order to
23 comply fully with section 251(c)(3) [unbundling] an incumbent LEC
24 must provide, upon request, nondiscriminatory access to operations
25 support systems functions." (Order at ¶ 525 (emphasis added).)

1 **Q. WHAT ARE THE DRAWBACKS OF ALLOWING AT&T DIRECT**
2 **ACCESS TO GTE'S OSS?**

3 A. GTE's operational support systems were designed for a single ILEC
4 environment. Thus, they have no partitioning ability to protect
5 proprietary data. Without partitioning, every ALEC that accesses the
6 GTE systems could manipulate the systems making them impossible
7 to manage. Further, such manipulation would compromise the
8 integrity of the systems. The result would be electronic anarchy.
9 Without the ability to partition or "firewall" the data elements within
10 GTE's systems, GTE, AT&T and any other ALEC would be able to
11 access each other's data, thereby compromising the privacy rights of
12 all end users. More importantly, the Act and the FCC's Order require
13 access only as to system functions and not as to the systems
14 themselves.

15
16 The system function access GTE provides AT&T to process and
17 provision its service with GTE's operations support systems does
18 provide system usage parity with GTE. This process described
19 above gives AT&T the ability to interface with GTE systems and for
20 GTE to provision AT&T service orders in parity with GTE.

21
22 **Q. IS GTE REQUIRED TO PROVIDE AT&T ACCESS TO ITS OSS**
23 **FUNCTIONS UNDER TERMS AND CONDITIONS THAT ARE**
24 **DIFFERENT THAN THOSE UNDER WHICH GTE ITSELF**
25 **ACCESSES ITS OSS?**

1 A. No. GTE does not oppose providing AT&T access to GTE operations
2 support systems functions in substantially the same time and manner
3 GTE does for itself, and on terms that are just, reasonable, and
4 nondiscriminatory according to the Act. GTE does not agree,
5 however, nor is it required by the Act, to provide its operations
6 support systems functions to AT&T at different terms and manner
7 than it does for itself.

8
9 For example, AT&T requests that GTE provide customer usage data
10 electronically for AT&T's local exchange customers on a daily basis.
11 AT&T seeks information such as call record detail, number of
12 attempts customers have made to place a call, statistics on call
13 completions, call termination points, and similar customer call detail
14 information. GTE does not generally collect all this type of
15 information for its own local service. Thus, AT&T is not seeking the
16 same information GTE uses in order to be at parity with GTE. Rather
17 AT&T wants more information than GTE collects for itself. This is not
18 required under the Act. GTE will provide the type of customer call
19 detail information that AT&T seeks to the extent any such information
20 is collected and used by GTE to bill its own customers. GTE also will
21 explore possible enhancements to its existing operations support
22 systems that would generate the information AT&T seeks if AT&T
23 commits to pay the associated costs. However, none of this can be
24 accomplished overnight. In the interim, AT&T must accept the call
25 detail information which GTE collects for its own customers.

1 Again, AT&T seeks an electronic access to telephone numbers and
2 due dates for preparation of LSRs. GTE itself does not maintain a
3 pool of numbers from one data base. The same is true for due date
4 management. GTE itself does not have electronic access uniformly
5 to this information. Thus, the electronic interfaces AT&T seeks for
6 this would be superior to GTE's own access to this information.

7

8 **Q. DOES GTE AGREE THAT SOME ELECTRONIC INTERFACES TO**
9 **ITS OSS FUNCTIONS MUST BE CREATED TO COMPLY WITH**
10 **THE ACT?**

11 **A.** GTE does not dispute this point. It is willing to explore electronic
12 bonding for such administrative functions as due date scheduling,
13 number administration, identification of line options, street address
14 verification, service dispatch, rejection orders, and installation
15 appointment scheduling. Certainly, the determination of who will pay
16 for the costs to develop the new systems that AT&T wants, as well as
17 the development of a way to partition the systems to prevent
18 unrestricted access to propriety information or manipulation of data,
19 first must be resolved satisfactorily. The electronic interfaces
20 required by the Act will be developed, but the cost will be substantial.

21

22 **Q. CAN YOU GIVE SOME IDEA OF THE COST AND MAGNITUDE OF**
23 **EFFORT INVOLVED IN DEVELOPING THE REQUISITE**
24 **ELECTRONIC INTERFACES?**

25 **A.** The level of effort is so substantial that it may even require

1 replacement of GTE's operational systems or significant modification
2 to them. Over approximately the last four years GTE has engaged in
3 an unprecedented overhaul of its operations support systems,
4 spending almost \$400 million to bring its systems to the level they are
5 today. The work to develop AT&T's electronic interfaces is of the
6 same magnitude. To scrap GTE's systems would be extremely
7 detrimental to GTE and an enormous waste of money, time and other
8 valuable resources. Until the interfaces can be developed, access to
9 GTE systems functions described above will provide AT&T and other
10 ALECs the same operating support mechanism that GTE uses to
11 order and provision local services and to bill customers.

12

13 **Q. HAS GTE BEEN ABLE TO DETERMINE ALL THE STEPS**
14 **INVOLVED IN DEVELOPING THE ELECTRONIC INTERFACES?**

15 **A.** No. As I said, it is clear that a significant amount of work is required
16 to develop the electronic interfaces that AT&T requests. GTE's
17 operations support systems are complex and integrated; the
18 Company has only begun the initial analysis to determine exactly
19 which systems will be affected and what work must be accomplished
20 to meet the electronic bonding requirements. At the present time, it
21 is unclear what detailed requirements must be met to create the
22 various interfaces, but it is certain that, at a minimum, numerous
23 systems will be affected.

24

25

1 For example, to partition access to GTE accounts which are not
2 resold or provided to individual ALECs will require the establishment
3 of ALEC identification codes and the creation of front end processors
4 to the various GTE systems in order to exchange information, convert
5 protocol, edit input/output, reject transactions, etc. Further, the
6 process and procedures involving GTE's systems are not uniform
7 throughout the country. In some locations, GTE uses printed
8 documents, desk top references, and general knowledge of personnel
9 to perform such functions as due date assignment or telephone
10 number assignment. The development of front-end processors in
11 such cases actually would provide AT&T superior access to functions
12 than GTE itself has today. Finally, security codes must be
13 established to determine availability of read and/or write access to
14 GTE's systems, as well as the level of access allowed. The creation
15 and administration of vast numbers of security codes will be required.

16

17 **Q. HAS GTE GENERALLY DETERMINED WHAT PROPORTION OF**
18 **ITS SYSTEMS WILL BE AFFECTED?**

19 A. GTE has analyzed at a high level the operations support systems
20 which will be affected if they are to provide all of the required
21 electronic bonding that AT&T requests. It appears that almost every
22 system will be affected in some way. For example, GTE's trouble
23 reporting system ("TAS") likely will be accessed by AT&T through
24 GTE's ACG/EB system. Updates and additional changes will be
25 required to the systems. Several restrictions must be incorporated

1 into the systems to accommodate the interface with AT&T. The
2 systems must be modified to limit AT&T trouble ticket creation and
3 trouble history information only to AT&T end users. The EB system,
4 for example, must be modified to capture usage for billing purposes
5 that is time and access sensitive.

6
7 TAS is only one system. GTE's 4TEL, HEIKEMIAN, ESARTS,
8 ACES/CNAS, Subscription Services Systems, SOLAR/SORCES,
9 MARK, Due Date Manager, SAG, TDO/RCO/ONP, UMS, CBSS, and
10 CABS are just a few of the other systems that have been identified for
11 significant modifications. At least another 20 or more systems likely
12 will be impacted and will require modification. The magnitude of what
13 must be accomplished to meet the Act's electronic interface
14 requirements is comparable to GTE's ongoing, \$400 million overhaul
15 of its internal operations support systems.

16

17 **Q. DOES IT MAKE SENSE TO SET AN IMPLEMENTATION**
18 **SCHEDULE FOR THE ELECTRONIC BONDING AT&T SEEKS**
19 **WITHOUT FIRST KNOWING WHAT WORK IS INVOLVED IN SUCH**
20 **IMPLEMENTATION?**

21 **A.** No. Common sense dictates that it is impossible to set a realistic
22 completion date for a project before it is even known what that project
23 will entail. AT&T has acknowledged in negotiations with GTE that
24 the electronic interfaces that GTE is required to create would take
25 several years. In fact, it had proposed a minimum of almost two years

1 for GTE to develop them. AT&T also has agreed to interim solutions
2 to the interfaces as discussed above, such as using 800 numbers. It
3 is disingenuous for AT&T now to suggest that GTE develop the
4 electronic interfaces it wants by 1997.

5
6 GTE should not be required to create electronic interfaces not
7 required by the Act that provide AT&T superior access to GTE's
8 operations support systems. GTE should also not be required to
9 develop the electronic bonding interfaces required by the Act in a
10 time frame that fails to consider the necessary work and the time
11 period within which such work reasonably can be accomplished. GTE
12 should be allowed a reasonable time to determine exactly what must
13 be done to develop the electronic interfaces required by the Act.
14 Once this determination is made, GTE then should be permitted to
15 present for approval a report of the necessary work, the cost and
16 GTE's implementation plan.

17

18 **Q. WHO SHOULD PAY FOR THE DEVELOPMENT OF THE**
19 **ELECTRONIC INTERFACES AT&T WANTS?**

20 **A.** The development of such interfaces raises the question of who will
21 pay for them. GTE requires that AT&T pay for them. AT&T's
22 approach is to suggest that the operations support systems network
23 element be unbundled and provided through interfaces by GTE for
24 free as part of the general duty of interconnection and resale. GTE
25 does not believe that OSS are an unbundled element. However, the

1 FCC has stated in its Order that OSS and the associated interfaces
2 are separate network elements that can be unbundled and
3 purchased. Unbundled elements are not free. Thus, the Act does not
4 require GTE to absorb the costs of electronic interface development.
5 Such capital investment would be made at the request of AT&T. Such
6 new systems would inure completely to the benefit of AT&T. There
7 would be no benefit to GTE at all.

8
9 **Q. HOW SHOULD THE INTERFACES COSTS BE RECOVERED?**

10 A. Section 251(c)(3) of the Act provides that unbundled elements are to
11 be provided at rates, terms and conditions that are just, reasonable,
12 and nondiscriminatory. The FCC's Order states that the network
13 elements are to be priced so as to recover the forward-looking
14 economic costs of providing the applicable element. (Order at ¶
15 676.) The electronic operations support systems interfaces that GTE
16 is required to develop are requested only by AT&T. Unlike other
17 unbundled elements that also have been used by GTE for its local
18 service, GTE itself will have no use for the electronic interfaces.
19 Under TELRIC pricing, all of the development costs for these
20 interfaces are to be paid by AT&T. These development costs are
21 nonrecurring costs and should be structured within the pricing of the
22 total operations system network element pricing (that would also
23 include usage) so as to be recovered by GTE within three years.

1 **Q. WILL CLARIFYING PAYMENT TERMS AND RESPONSIBILITY AS**
2 **YOU HAVE PROPOSED ENSURE EFFICIENT DEVELOPMENT OF**
3 **INTERFACES?**

4 A. Yes. AT&T should be prompted to evaluate exactly what interfaces
5 it can afford to purchase. While AT&T may find it desirable to have
6 all the electronic interfaces it requests, AT&T may wish to reevaluate
7 its interface requirements once the cost for such development has
8 been calculated. A cost/benefit analysis must be performed before
9 the parties decide what interface systems should be developed and
10 what the time frame for this development should be.

11
12 This does not mean that AT&T could not have electronic bonding
13 systems required by the Act, and even if they would not be required
14 under the Act. What it does mean, however, is that AT&T must
15 decide before the cost is incurred if it is willing to pay for them.

16

17 **Q. SHOULD GTE BE ALLOWED TO MAKE PIC CHANGES UPON**
18 **REQUEST BY OTHER INTEREXCHANGE CARRIERS OR THEIR**
19 **CUSTOMERS?**

20 A. Yes. The parties do not dispute that when an AT&T local customer
21 calls AT&T to make a primary interexchange carrier ("PIC") change,
22 the AT&T customer representative will notify GTE which, in turn, will
23 make the change. There is disagreement, however, over how the
24 process will work if the AT&T local customer's new interexchange
25 carrier calls GTE directly to make the PIC change. AT&T opposes

1 any other interexchange carrier contacting GTE directly to make a
2 PIC change for an AT&T local customer. A process allowing GTE to
3 make such PIC changes instead of referring them to AT&T
4 unquestionably would be more efficient and less cumbersome. Yet,
5 AT&T is not concerned about efficiency for the apparent reason that
6 if AT&T local customers or their new IXCs are required to go through
7 AT&T to contact GTE for PIC changes, AT&T will have the
8 opportunity to persuade its local customer to stay with AT&T instead
9 of changing to another carrier.

10

11 It is possible that the Ordering and Billing Forum ("OBF") committee
12 may develop an industry standard on how PIC changes in these
13 circumstances will be made, and GTE likely would comply with any
14 such standard. Nevertheless, until such standard is developed, GTE
15 should not be prohibited from making PIC changes upon request by
16 other interexchange carriers or their customers.

17

18 **Q. SHOULD GTE BE FORCED TO ADOPT DIFFERENT SERVICE**
19 **STANDARDS FOR AT&T THAN IT HAS FOR ITSELF?**

20 **A.** No. GTE has not agreed to AT&T's demands to adopt unique AT&T
21 standards just for AT&T local service customers. GTE cannot
22 operate its network at different quality standards for different
23 customers. All customers on GTE's network are provided service at
24 the same level without distinction.

25

1 **Q. DOES THE ACT MANDATE ANY PARTICULAR SERVICE**
2 **STANDARDS?**

3 **A.** No, the Act does not mandate any particular service standards for
4 ILECs with respect to resold services or interconnection generally.
5 Section 251(c)(2) requires that an ILEC provide interconnection to an
6 ALEC at the same quality standards applicable to the ILEC. Resold
7 services must not impose unreasonable or discriminatory conditions
8 or limitations. (Act at § 251(c)(4)(B).) Thus, AT&T's demands are not
9 only not required by the Act, but also are prohibited. GTE is not
10 required to meet different standards for AT&T and every other
11 competing local exchange carrier interconnecting with GTE. GTE will
12 provide the services it is required to offer AT&T in a nondiscriminatory
13 manner and at the same quality standards applicable to its own
14 customers.

15
16 **Q. SHOULD AT&T BE PERMITTED TO PENALIZE GTE FOR NOT**
17 **MAINTAINING AT&T-IMPOSED SERVICE LEVELS?**

18 **A.** Certainly not. AT&T has requested that a "self-enforcing mechanism"
19 be established to deter GTE from degrading AT&T's service. AT&T
20 misleadingly labels this mechanism as "liquidated damages." In
21 reality, the mechanism is simply a penalty assessed and enforced
22 unilaterally by AT&T. This is not appropriate because GTE will be
23 using the very same operations support systems it uses to provide its
24 own local exchange service when it provides AT&T use of its
25 operation support systems under the Act. These services will be

1 offered using exactly the same facilities provided for GTE customers.
2 There will be no degradation of AT&T's use of the facilities. As
3 discussed above, the GTE operations support systems made
4 available to AT&T will give AT&T use of such systems in parity with
5 GTE.

6
7 More importantly, liquidated damages should not be used as a
8 penalty. If GTE were to degrade AT&T's local service, a number of
9 legal remedies are available to AT&T which will serve as a sufficient
10 deterrent to GTE. GTE does not have any history of illegal, anti-
11 competitive conduct. In fact, given that GTE has voluntarily agreed
12 in negotiations to provide service and operations support systems in
13 parity with GTE, AT&T's suggestion that it should be able to impose
14 penalties on GTE in addition to AT&T's current legal remedies should
15 be rejected. Failure to adhere to the standards required under the Act
16 or Commission quality of service standards should be enforceable
17 under existing mechanisms of the Act or under the same procedures
18 by which violations of Commission rules or standards are addressed.

19

20 **Q. SHOULD GTE BE PROHIBITED FROM "BRANDING" ITS OWN**
21 **CUSTOMER CARE CENTERS?**

22 A. No. AT&T has asked GTE to remove the GTE brand from
23 communications with customers who call the GTE Customer Care
24 Centers, and that GTE route AT&T customer repair calls made to
25 GTE directly to the AT&T repair centers.

1 GTE will provide repair services for the interconnection services it
2 provides AT&T. Such services will be the same in quality and
3 response time as those GTE provides for its own customers. GTE will
4 continue to provide its own repair service from its Customer Care
5 Centers. Such services are GTE services and are provided by GTE
6 employees. It is unreasonable not to allow GTE to identify the
7 Customer Care Centers as GTE offices.

8
9 GTE should be able to maintain repair centers that can be identified
10 as GTE's own. AT&T will be able to have its own repair center along
11 with its own discrete telephone number which can be identified as
12 belonging to AT&T. While it is possible that AT&T customers could
13 call GTE repair centers by mistake, this possibility is no reason for
14 GTE to stop using its brand for its Customer Care Centers (any more
15 than it is reasonable for AT&T to cease using its brand because of
16 the possibility that a GTE customer might call an AT&T repair center
17 by mistake).

18
19 GTE should be allowed to continue to use its brand for its own repair
20 centers. Should an AT&T customer misdirect a call to GTE's
21 Customer Care Center, GTE will provide that customer with the
22 telephone number of AT&T's repair centers.

23
24 **Q. SHOULD GTE'S SERVICE TECNICIANS BE FORCED TO**
25 **REPRESENT THEMSELVES AS AT&T AGENTS?**

1 A. No. AT&T proposes that GTE technicians represent themselves as
2 AT&T agents on service calls to AT&T local service customers. AT&T
3 would have the GTE technicians carry AT&T branded business cards
4 and AT&T branded forms. These are unreasonable requests. GTE
5 service personnel providing repair service to AT&T customers are
6 GTE employees. If GTE employees were required to carry AT&T
7 branded material, GTE undoubtedly would be asked to do the same
8 for other similarly situated ALECs. GTE service personnel ultimately
9 would spend inordinate amounts of time trying to determine for whom
10 they were working and coordinating the branding of their various
11 competing carriers. Not only would this create an administrative
12 nightmare, it would harm productivity and service delivery. GTE is,
13 however, willing to use an unbranded no access door-hanger when
14 providing repair services to AT&T and other ALEC customers.

15

16 **Q. SHOULD GTE BE FORCED TO CONTINUE BILLING ITS**
17 **CUSTOMERS FOR THIRD-PARTY INFORMATION SERVICE**
18 **CHARGES?**

19 A. No. AT&T wants GTE to continue to bill its customers for third-party
20 information service charges, such as "900" calls, as AT&T has no
21 billing and collection agreements with the various third-party
22 information service providers ("ISPs"). It is true that GTE currently
23 has billing and collection agreements with ISPs. However, for GTE
24 local service customers today that move to AT&T for their local
25 service, GTE no longer will have the customer account information

1 necessary to bill those customers. Thus, regardless of whether GTE
2 has a contract to bill for third-party information services, it would
3 apply only to GTE customers.

4
5 Furthermore, the fact that AT&T has not negotiated a billing and
6 collection agreement with third-party information service providers is
7 irrelevant to this issue. There may be a number of contracts AT&T
8 has not negotiated with respect to its proposed local service offerings.
9 But AT&T has known for some time that it would become a local
10 service provider, and its failure to secure contracts with third-party
11 information services is not GTE's fault. Further, nothing prevents
12 AT&T from now entering into billing and collections agreements with
13 third-party information service providers. Thus, AT&T should be
14 required to bill for third-party information service calls just like any
15 other local exchange carrier.

16
17 Nevertheless, GTE has agreed to assist in the billing for such
18 services to end users until AT&T negotiates and implements billing
19 and collection agreements with such third-party information services.
20 However, in order to bill customers directly for third-party information
21 service providers, GTE will require all necessary account information
22 for AT&T's customers in order to bill those customers according to
23 GTE's contract with the third-party information service provider.

24
25

1 **Q. SHOULD AT&T BE ABLE TO ACCESS GTE'S CUSTOMER**
2 **ACCOUNT INFORMATION WITHOUT CUSTOMER PERMISSION?**

3 **A. No. GTE obtains certain data from its customers when service is**
4 **initiated with GTE. This data includes, for example, the customer**
5 **name, address and telephone numbers and the services the customer**
6 **ordered. This is the same information that AT&T will obtain directly**
7 **from any new customer it might serve. AT&T proposes, however, that**
8 **it not be required to obtain this information directly from its customer**
9 **as GTE must do. It recommends that for any GTE customer that**
10 **agrees to obtain some type of service from AT&T, GTE must**
11 **automatically transfer that customer's entire local service account to**
12 **AT&T.**

13
14 AT&T does not specify the type of "AT&T service" request that would
15 trigger the automatic transfer of GTE's entire local service account
16 information. AT&T is also a toll service provider. Presumably, a
17 request for toll service would not trigger the automatic transfer of
18 GTE's local service account to AT&T. Would the purchase of a B-1
19 line or one special circuit from AT&T trigger the total GTE business
20 account transfer? Would it trigger the transfer of residential service
21 for that customer? Clearly it should not trigger such transfers without
22 customer approval. Customer consent should be clearly and
23 unmistakenly obtained. "Slamming" has been a significant problem
24 in the long distance business, and, although AT&T would not be
25 expected to "slam" GTE local customers, less scrupulous carriers

1 might if the automatic transfer AT&T requests could be made without
2 customer authorization. As a result, GTE customers must complete
3 a letter of authorization for all services they elect to transfer to an
4 ALEC.

5
6 More importantly, AT&T does not need to have access to GTE for
7 information in connection with the ordering, provisioning, billing or
8 maintenance of its local service. It can obtain this information directly
9 from its customers or from GTE with customer authorization. AT&T
10 claims electronic access to this information is required because of the
11 time it takes to complete a service order. However, such "on-line"
12 access also allows AT&T to track GTE customers and, based on the
13 level of service with GTE, target them for marketing of its own local
14 or toll services. Since GTE will not have any access to AT&T's
15 similar customer account information, this would give AT&T a
16 competitive marketing advantage.

17
18 Unrestricted or unauthorized access to GTE's customer account
19 information also raises the issue of customer proprietary information
20 protection. Clearly, if AT&T were able to access directly all GTE
21 customer accounts, the proprietary nature of the information
22 contained in the accounts would be jeopardized. Section 222 of the
23 Act protects such "Customer Proprietary Network Information." GTE
24 may not disclose this information without the customer's approval.
25 While section 222(d) of the Act does allow all carriers to use such

1 information for purposes related to serving their own customers, it
2 does not permit release of the information to another carrier to serve
3 that customer. AT&T should not be allowed to have unauthorized
4 electronic access to GTE's customer accounts.

5

6 **Q. WOULD YOU PLEASE SUMMARIZE YOUR TESTIMONY?**

7 A. The Act allows AT&T and other requesting AECs to order and pay for
8 access to GTE's operations support systems as an unbundled
9 network element. GTE is willing to provide nondiscriminatory access
10 to its operations support systems functions as required by the Act.
11 However, such access will require the creation of certain electronic
12 interfaces. These interfaces can be created, but AT&T and the
13 ALECS must pay for them. Further, ample time must be allowed for
14 this development depending on the amount of work which will be
15 required.

16

17 GTE should also be allowed to make PIC changes to AT&T local
18 customers if requested. GTE should not be required to meet different
19 standards for service quality, nor should it be required to remove its
20 brand on its repair centers or for its repair employees. AT&T should
21 be required to provide GTE billing information for its customers if
22 AT&T desires GTE to bill for the third-party information service calls
23 made by AT&T's local customers. Finally, GTE's customer account
24 information is proprietary under the Act, and should not be disclosed
25 to AT&T without the proper authorization.

1 Q. DOES THAT CONCLUDE YOUR TESTIMONY?

2 A. Yes, it does.

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GTE FLORIDA INCORPORATED
DIRECT TESTIMONY OF RODNEY LANGLEY
DOCKET NO. 960980-TP

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Rodney Langley. My business address is 600 Hidden Ridge, Irving, TX, 75038.

Q. ARE YOU THE SAME RODNEY LANGLEY WHO FILED DIRECT TESTIMONY IN DOCKET 960847-TP, THE ARBITRATION BETWEEN GTE AND AT&T?

A. Yes. That Testimony was filed on September 10, 1996.

Q. WHAT WAS THE PURPOSE OF THAT EARLIER-FILED TESTIMONY?

A. That Testimony discussed the open issues between GTE and AT&T with respect to AT&T's requests for access to GTE's operations support systems (OSS), and presented GTE's position on such access.

Q. DOES MCI'S PETITION FOR ARBITRATION RAISE ESSENTIALLY THE SAME ISSUES AS AT&T'S PETITION?

A. Yes, I believe MCI's proposals regarding the nature and terms of access to GTE's OSS are very similar to those advanced by AT&T. GTE's response to MCI's requests will thus be fundamentally the

1 same. For this reason, I am adopting my Direct Testimony in the
2 AT&T arbitration as my Direct Testimony in the MCI arbitration. This
3 approach will avoid undue repetition, particularly since the AT&T and
4 MCI dockets have been consolidated into a single proceeding. If
5 there are any issues or positions that are MCI-specific, I will address
6 them in my Rebuttal Testimony.

7

8 **Q. DOES THAT CONCLUDE YOUR DIRECT TESTIMONY?**

9 **A. Yes, it does.**

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GTE FLORIDA INCORPORATED
REBUTTAL TESTIMONY OF MICHAEL DREW
DOCKET NO. 960980-TP

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Michael Drew. My business address is 600 Hidden Ridge, Irving, TX 75038.

Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?

A. I am employed by GTE Telephone Operations as Group Product Manager-Network Interconnection for GTE Telephone Operations.

Q. PLEASE BRIEFLY DESCRIBE YOUR EDUCATION AND WORK EXPERIENCE.

A. I graduated from Harding University with a Bachelor of Science Degree in Business Administration in 1972. After graduation, I joined General Telephone Company of Illinois and held positions of increasing responsibility in the Market Forecasting, business Assessment, Product Development, and Product Management areas of various GTE companies until 1989. In October 1989, I became the Group Product Manager-ONA Implementation. In that capacity, I was responsible for supervising a group that supported the planning and implementation of GTE's Open Network Architecture (ONA) requirements of the Federal Communications Commission and state

1 public utilities commissions (PUCs) in the states where GTE
2 operates. In August 1993, I was appointed to my current position of
3 Group Product Manager-Network Interconnection.

4

5 **Q. WHAT ARE YOUR RESPONSIBILITIES AS GROUP PRODUCT**
6 **MANAGER-NETWORK INTERCONNECTION?**

7 A. I am responsible for the continued compliance with the FCC and state
8 PUC ONA Orders as well as the planning and implementation of
9 operations support systems (OSS) access requirements. In addition,
10 I am the GTE representative in various industry ONA forums such as
11 the Information Industry Liaison Committee (IILC). As such, I am very
12 familiar with the FCC's previous OSS access requirements under the
13 ONA orders and the issues worked on at the IILC regarding access
14 to OSS functionality for enhanced services providers.

15

16 **Q. DID YOU FILE DIRECT TESTIMONY IN THIS PROCEEDING?**

17 A. No, I did not. However, I am adopting the Direct Testimony of GTEFL
18 witness Rodney Langley in this proceeding. This witness substitution
19 is necessary because the GTE Operating Companies are involved in
20 numerous concurrent proceedings with various companies around the
21 country. Given this situation, it is inevitable--as is the case here--that
22 scheduling conflicts will occur for the few witnesses who can testify
23 to a particular subject.

24

25 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

1 A. The purpose of my rebuttal testimony is to respond to MCI's positions
2 associated with Operating Support Systems (OSS).

3

4 **Q. SHOULD GTEFL BE REQUIRED TO PROVIDE SERVICES THAT**
5 **EXCEED BOTH INDUSTRY AND COMMISSION STANDARDS OF**
6 **QUALITY AS IMPLIED BY MR. DECAMP IN HIS TESTIMONY ON**
7 **PAGE 7, LINES 7-9?**

8 A. No. The FCC Order does not require that GTEFL provide services at
9 a different quality than it provides for itself or its customers. GTEFL
10 abides by the Florida Commission quality requirements and will
11 provide the same for MCI's customers.

12

13 **Q. WILL GTEFL PROVIDE ACCESS TO ITS OSS FUNCTIONS TO**
14 **PROVIDE SERVICES TO MCI'S CUSTOMERS IN A NON-**
15 **DISCRIMINATORY MANNER WITH RESPECT TO THE CONCERNS**
16 **ADDRESSED BY MR. DECAMP IN HIS TESTIMONY ON PAGE 7,**
17 **LINES 20-24?**

18 A. Yes, GTEFL will provide access to its OSS functions. GTEFL will use
19 the same pre-ordering, ordering, provisioning, maintenance and
20 repair and billing systems and databases that it provides to itself or
21 its customers for the unbundled and resold services purchased by
22 MCI.

23

24 **Q. IN HIS TESTIMONY ON PAGE 8, LINES 2-6, MR. DECAMP USES**
25 **THE FCC ORDER TO IMPLY THAT ACCESS TO GTEFL'S OSS BY**

1 **JANUARY 1, 1997, FOR THE PROVISION OF LOCAL SERVICE**
2 **THROUGH UNBUNDLING AND RESALE, IS TECHNICALLY**
3 **FEASIBLE. IS THIS TRUE FOR GTEFL?**

4 A. No. Access to the OSS functions in the provision of interexchange
5 access services for IXC's cannot be used by GTEFL for the ordering,
6 provisioning, and billing of local services. GTEFL will provide access
7 to its OSS functions for provision of unbundled and resold services
8 as described here. The OSS systems and databases used by GTEFL
9 in the provision of local services were built to be accessed by a single
10 provider, not multiple providers. It is not technically feasible to
11 provide direct access to these systems and databases to providers
12 other than GTEFL at this time. If direct access were provided at this
13 time, network security and customer privacy would be compromised.
14 Upon request and payment by an alternative local exchange carrier,
15 GTEFL will develop access to the requested capabilities via a
16 nationally standardized gateway for providers other than GTEFL.

17

18 **Q. DOES GTEFL HAVE CONCERNS SIMILAR TO THOSE**
19 **EXPRESSED BY MR. DECAMP IN HIS TESTIMONY ON PAGE 8,**
20 **LINES 14-16, THAT THERE IS AN ADVERSE POTENTIAL FOR**
21 **MULTIPLE UNIQUE SYSTEM-TO-SYSTEM INTERFACE**
22 **GATEWAYS IN THE INDUSTRY?**

23 A. Yes. GTEFL anticipates having to interconnect and interact with
24 several competitive local exchange carriers. It would be extremely
25 inefficient and costly if GTEFL were required to develop and support

1 several different system-to-system interface arrangements. GTEFL
2 is very supportive of delaying development of a gateway until the
3 industry defines the standards for all local exchange carrier OSS
4 interconnections.

5

6 **Q. WHEN WILL A NATIONAL STANDARDIZED GATEWAY, FOR USE**
7 **BY ALL PROVIDERS OF LOCAL SERVICE AND REFERENCED BY**
8 **MR. DECAMP FROM THE FCC ORDER IN HIS TESTIMONY ON**
9 **PAGE 8, LINES 21-25, BE AVAILABLE?**

10 **A.** It is anticipated at this time that the industry will define the electronic
11 bonding standards during 1997.

12

13 **Q. WITH RESPECT TO MR. DECAMP'S CONCERN IN HIS**
14 **TESTIMONY ON PAGE 10, LINES 6-9, WILL GTEFL PROVIDE**
15 **ACCESS TO THE SAME ORDERING PROCEDURES AND**
16 **FUNCTIONS AS IT PROVIDES TO ITSELF?**

17 **A.** Yes. As described in my testimony, GTEFL has established a
18 dedicated National Open Market Center (NOMC) to place MCI orders
19 into the same ordering and provisioning system that GTEFL uses for
20 itself and its customers. For simple service orders, the NOMC
21 representative will provide MCI the customer's telephone number and
22 installation due date while MCI is on-line with their customer. Service
23 orders, using the standardized Local Service Request (LSR) form
24 developed by the industry at the Ordering and Billing Forum (OBF),
25 can be transmitted by MCI to the NOMC via an electronic interface

1 using Network Data Mover (NDM) protocol. The LSR information is
2 entered into the ordering system and completed via current GTEFL
3 processes.

4

5 For complex orders, the NOMC representative will provide the
6 telephone number(s) and due date to MCI via the firm order
7 confirmation (FOC). This is the same process that GTEFL provides
8 for itself and its customers for complex orders.

9

10 **Q. WILL GTEFL ESTABLISH AN MCI CUSTOMER ACCOUNT**
11 **"IMMEDIATELY" WHILE A CUSTOMER IS ON-LINE WITH THE MCI**
12 **REPRESENTATIVE, JUST AS IT WOULD DO FOR ITS OWN**
13 **CUSTOMERS, AS DISCUSSED BY MR. DECAMP IN HIS**
14 **TESTIMONY ON PAGE 10, LINES 12-14?**

15 **A.** Yes. As described in my testimony for new service/install requests,
16 the NOMC representative will create an MCI customer account while
17 on line with the MCI representative and place the account and order
18 into the system in suspension until the completed valid LSR is
19 received from MCI. Once the order is received, the NOMC
20 representative will release the order for provisioning. This is the
21 same process that GTEFL performs for itself and its customers.

22

23

24 **Q. ON PAGE 10, LINES 15-20 OF HIS TESTIMONY, MR. DECAMP**
25 **IMPLIES THAT REAL-TIME DIRECT ACCESS TO GTEFL'S**

1 **SYSTEMS IS REQUIRED TO PERFORM THIS ORDERING**
2 **FUNCTION. IS THAT TRUE?**

3 A. No. The MCI representative will interact with the MCI customer in the
4 same way a GTEFL customer interacts with the GTEFL customer
5 representative. Direct access to GTEFL's systems is not required to
6 take an order from a customer.

7
8 **Q. WILL GTEFL PROVIDE EFFICIENT ORDERING AND**
9 **PROVISIONING SYSTEMS IF IT DOES NOT PROVIDE REAL-TIME**
10 **DIRECT ELECTRONIC INTERFACES TO ITS ORDERING AND**
11 **PROVISIONING SYSTEMS?**

12 A. Yes. The fact that MCI is in a middle step in the process is not a
13 serious threat to efficiency. There is a requirement for the MCI
14 representative to interact with the NOMC representative to establish
15 the customer account, obtain a telephone number assignment, and
16 due date assignment. Any time required for the MCI representative
17 to place the customer on hold while conversing with the NOMC
18 representative will be insignificant to the MCI customer. In fact, there
19 are times that the GTEFL representative must place its own customer
20 on hold when contacting facility assignment to obtain telephone
21 number and due date assignment when systems cannot provide the
22 information. The GTEFL representative will create an account for the
23 MCI customer's order in the system and will initiate provisioning once
24 a valid Local Service Request (LSR) is received from MCI.

25

1 **Q. DOES GTEFL ALSO PLACE ITS CUSTOMERS ON HOLD WHEN**
2 **DETERMINING TELEPHONE NUMBER ASSIGNMENT AND DUE**
3 **DATE ASSIGNMENT?**

4 **A. Sometimes. These pre-ordering functions are not mechanized in all**
5 **areas of GTE and GTEFL must place the customer on hold while**
6 **these assignments are determined through manual processes. Also,**
7 **in the areas where these pre-ordering functions are mechanized, at**
8 **times there is a requirement to place the customer on hold and**
9 **contact manual processes because the telephone number database**
10 **is exhausted, the customer wants a "vanity" telephone number, or**
11 **there are unique circumstances that alter the automated due date**
12 **assignment process.**

13
14 **Q. WHAT IS GTE DOING TO ADDRESS IMPROVEMENTS IN**
15 **EFFICIENCY FOR PRE-ORDERING?**

16 **A. GTE is currently investigating the expansion of its mechanized**
17 **capabilities for telephone number assignment and due date**
18 **assignment nationwide. GTE is also investigating access to these**
19 **mechanized capabilities by alternative local exchange carriers.**

20
21 **Q. WOULD THIS MECHANIZATION ELIMINATE THE NEED FOR A**
22 **MCI REPRESENTATIVE TO SPEAK WITH A NOMC**
23 **REPRESENTATIVE TO OBTAIN TELEPHONE NUMBER**
24 **ASSIGNMENTS AND DUE DATE ASSIGNMENTS?**

25 **A. No. These mechanized processes are only effective for simple**

1 single-line services and will not work for complex services. For
2 complex services, MCI will be required to submit a valid LSR and
3 customer (end-user) data sheet. GTEFL will provide telephone
4 numbers and due date on the FOC.

5

6 **Q. MR. DECAMP IMPLIES THAT GTEFL SHOULD BE REQUIRED TO**
7 **TRANSFER A GTEFL CUSTOMER'S ACCOUNT TO MCI "AS-IS"**
8 **ON PAGE 11, LINES 14-17 OF HIS TESTIMONY. DOES GTEFL**
9 **AGREE WITH THIS PROPOSAL?**

10 **A.** No. GTE believes that the customer should be in control of their
11 GTEFL account information and that MCI should work with their new
12 customer to determine the services they desire from MCI. GTEFL will
13 not compromise the customer's privacy and will only provide the
14 customer's account information to MCI upon written authorization
15 from the customer.

16

17 **Q. ON PAGE 12, LINES 4-7, MR. DECAMP IMPLIES THAT THE**
18 **SWITCH OVER OF CUSTOMERS FOR LOCAL SERVICE IS AS**
19 **SIMPLE AS THE SWITCH OF END USERS BETWEEN**
20 **INTEREXCHANGE CARRIERS (I.E., PIC CHANGE). IS THIS**
21 **TRUE?**

22 **A.** No. A PIC change is controlled through a separate operation support
23 system than local services and only involves a change in the switch
24 to route the customer's outgoing interexchange calls to the proper
25 interexchange carrier's network and the billing information. The

1 change of a customer's local exchange service is more complicated
2 and involves several GTEFL operation support systems to assign
3 local outside plant facilities, make multiple changes in the switching
4 database, and changes in the billing system.

5

6 **Q. WILL GTEFL ALLOW NON-GTE ACCESS TO ITS PROVISIONING**
7 **SYSTEMS, AS REQUESTED BY MR. DECAMP IN HIS TESTIMONY**
8 **ON PAGE 12, LINES 14-18, PRIOR TO THE DEVELOPMENT OF A**
9 **SYSTEM-TO-SYSTEM STANDARD GATEWAY?**

10 A. No. The FCC Order did not relinquish control of the network to
11 alternative local exchange carriers. GTEFL is responsible for the
12 provision of its network facilities. GTEFL will not provide network
13 control functionality through a system-to-system standard gateway,
14 but may provide access to installation information if requested and
15 paid for by MCI.

16

17

18 **Q. IS A NEW GTEFL REPORTING REQUIREMENT NECESSARY TO**
19 **PROVE NONDISCRIMINATION IN PROVISIONING AS IMPLIED BY**
20 **MR. DECAMP IN HIS TESTIMONY ON PAGE 12, LINES 22-25?**

21 A. No. GTEFL's provisioning processes for single-line services are
22 highly automated with little opportunity for human intervention in the
23 process. This automation precludes the opportunity for discriminatory
24 activity and GTEFL should not be required to develop non-existing
25 reports to prove non-discrimination. GTEFL does not process orders

1 based on customer identity and GTEFL will process MCI's orders in
2 the same manner as it does for itself or its customers.

3

4 **Q. WILL GTEFL ALLOW A NON-GTE COMPANY TO HAVE ACCESS**
5 **TO ITS NETWORK VIA REPAIR SYSTEMS AS REQUESTED BY**
6 **MR. DECAMP IN HIS TESTIMONY ON PAGE 13, LINES 12-14?**

7 A. No. GTEFL cannot compromise the security of its network or its
8 proprietary customer information by allowing access by companies
9 other than GTE to the network via GTEFL's repair systems. The FCC
10 Order did not relinquish control of the network to alternative local
11 exchange carriers.

12

13 **Q. WILL GTEFL ALLOW A NON-GTE COMPANY TO HAVE REAL-**
14 **TIME DIRECT ACCESS TO ITS MAINTENANCE AND REPAIR**
15 **SYSTEMS, AS REQUESTED BY MR. DECAMP IN HIS TESTIMONY**
16 **ON PAGE 13, LINES 24-25 AND PAGE 14, LINES 1-2?**

17 A. No. The FCC Order did not relinquish control of the network to
18 alternative local exchange carriers. GTEFL is responsible for the
19 repair of its network facilities. GTEFL will not provide repair control
20 functionality through a system-to-system standard gateway, but may
21 provide access to repair status information if requested and paid for
22 by MCI.

23

24 **Q. IS A NEW GTEFL REPORTING REQUIREMENT NECESSARY TO**
25 **PROVE NONDISCRIMINATION IN MAINTENANCE AND REPAIR AS**

1 **IMPLIED BY MR. DECAMP IN HIS TESTIMONY ON PAGE 14,**
2 **LINES 2-6?**

3 A. No. GTEFL does not process repair tickets based on customer
4 identity and GTEFL will process MCI's tickets in the same manner as
5 it does for itself or its customers. GTEFL's processes preclude the
6 opportunity for discriminatory activity and GTEFL should not be
7 required to develop non-existing reports to prove non-discrimination.

8
9 **Q. WILL GTEFL USE A CABS-LIKE BILLING SYSTEM FOR**
10 **CHANGES TO MCI AS REQUESTED BY MR. DECAMP IN HIS**
11 **TESTIMONY ON PAGE 14, LINES 12-14?**

12 A. No. As described in my Direct Testimony, GTEFL will provide billing
13 to MCI via the CBSS system which is the same system used by
14 GTEFL to bill its customers for local services. GTEFL will create a
15 bill to MCI for resold services and unbundled elements along with a
16 summary bill master. GTE is working to provide a CABS/CABS-like
17 solution to handle both trunk-side and line-side billing.

18
19 **Q. WILL GTEFL PROVIDE END USER BILLING INFORMATION IN A**
20 **TIMELY MANNER AS REQUESTED BY MR. DECAMP ON PAGE**
21 **14, LINES 21-25 OF HIS TESTIMONY?**

22 A. Yes. Daily file records on MCI's accounts will be generated and
23 transmitted electronically to MCI.

24
25

1 Q. HAS MCI REQUESTED ACCESS TO THE SPECIFIC GTEFL'S OSS
2 FUNCTIONS AS AN UNBUNDLED ELEMENT LISTED ON PAGES
3 14 -17 OF MR. DECAMP'S TESTIMONY AND EXPRESSED A
4 WILLINGNESS TO PAY FOR THE ACCESS OR DEVELOPMENT?

5 A. No.

6

7 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

8 A. Yes, it does.

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GTE FLORIDA INCORPORATED
REBUTTAL TESTIMONY OF MICHAEL DREW
DOCKET NO. 960847-TP

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Michael Drew. My business address is 600 Hidden Ridge, Irving, TX 75038.

Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?

A. I am employed by GTE Telephone Operations as Group Product Manager-Network Interconnection for GTE Telephone Operations.

Q. PLEASE BRIEFLY DESCRIBE YOUR EDUCATION AND WORK EXPERIENCE.

A. I graduated from Harding University with a Bachelor of Science Degree in Business Administration in 1972. After graduation, I joined General Telephone Company of Illinois and held positions of increasing responsibility in the Market Forecasting, business Assessment, Product Development, and Product Management areas of various GTE companies until 1989. In October 1989, I became the Group Product Manager-ONA Implementation. In that capacity, I was responsible for supervising a group that supported the planning and implementation of GTE's Open Network Architecture (ONA) requirements of the Federal Communications Commission and state

1 public utilities commissions (PUCs)in the states where GTE
2 operates. In August 1993, I was appointed to my current position of
3 Group Product Manager-Network Interconnection.

4

5 **Q. WHAT ARE YOUR RESPONSIBILITIES AS GROUP PRODUCT**
6 **MANAGER-NETWORK INTERCONNECTION?**

7 A. I am responsible for the continued compliance with the FCC and state
8 PUC ONA Orders as well as the planning and implementation of the
9 FCC's operations support systems (OSS) access requirements of the
10 interconnection order (Order) in its Docket 96-98. In addition, I am
11 the GTE representative in various industry ONA forums such as the
12 Information Industry Liaison Committee (IILC). As such, I am very
13 familiar with the FCC's previous OSS access requirements under the
14 ONA orders and the issues worked on at the IILC regarding access
15 to OSS functionality for enhanced services providers.

16

17 **Q. DID YOU FILE DIRECT TESTIMONY IN THIS PROCEEDING?**

18 A. No, I did not. However, I am adopting the Direct Testimony of GTEFL
19 witness Rodney Langley in this proceeding. This witness substitution
20 is necessary because the GTE Operating Companies are involved in
21 numerous concurrent proceedings with various companies around the
22 country. Given this situation, it is inevitable--as is the case here--that
23 scheduling conflicts will occur for the few witnesses that can testify to
24 a particular subject.

25

1 **Q. ARE YOU FILING ANY SUBSTANTIVE REBUTTAL TESTIMONY**
2 **AT THIS TIME?**

3 **A. No, I don't think any substantive rebuttal to AT&T is necessary at this**
4 **time. Mr. Langley's Direct Testimony was based on AT&T's**
5 **arbitration petition and associated testimony. As such, it effectively**
6 **rebutted AT&T's positions on OSS.**

7

8 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

9 **A. Yes, it does.**

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1 BY MS. CASWELL:

2 Q Mr. Drew, do you have a summary of your testimony
3 for us?

4 A Yes, I do.

5 Q Could you please give that to us now?

6 CHAIRMAN CLARK: Ms. Caswell, do we have an
7 exhibit?

8 MS. CASWELL: Yes, we do. We have two exhibits.

9 CHAIRMAN CLARK: Okay. When did you want to do
10 that?

11 MS. CASWELL: Excuse me?

12 CHAIRMAN CLARK: When did you want to identify
13 them?

14 MS. CASWELL: Now would be a good time.

15 CHAIRMAN CLARK: Okay.

16 MS. CASWELL: Those are the two exhibits attached
17 to the direct testimony of Rodney Langley in 960847. One of
18 them is labeled of RL-1 and the other is labeled RL-2, and
19 I'm not sure what exhibit numbers they would be.

20 CHAIRMAN CLARK: Okay. RL-1 and 2 attached to the
21 direct testimony of Mr. Drew in 960847 will be marked as
22 Exhibit 58.

23 MS. CASWELL: Thank you.

24 (Exhibit Number 58 marked for identification.)

25 COMMISSIONER KIESLING: May I ask a question? I

1 have noticed in those exhibits that they use the NAOC or
2 NOAC, whatever it was that you just changed in those
3 exhibits. Should we also make that change anywhere that
4 nomenclature appears?

5 WITNESS DREW: No. In one of the exhibits it uses
6 both acronyms, both centers are shown on the exhibit.

7 COMMISSIONER KIESLING: Okay.

8 BY MS. CASWELL:

9 Q I think you may proceed with your summary, Mr.
10 Drew.

11 A Thank you. Good afternoon, Commissioners. GTE
12 and AT&T have been able to reach agreement on the initial
13 interim capabilities which allow AT&T access to GTE's OSS
14 functions as ordered by the FCC. And as Mr. Shurter has
15 testified here, GTE and AT&T are close to agreement on the
16 second phase of access capabilities which will remove some
17 of the human intervention required by GTE at this time.

18 GTE would like to emphasize that it is
19 implementing interim measures for AT&T's access to GTE's OSS
20 functions at a substantial cost without any agreement on
21 cost recovery. There are existing electronic bonding
22 arrangements that were developed by the industry and took
23 several years to implement which provide access to GTE's
24 ordering and trouble reporting functions for access
25 services. The electronic bonding arrangement to these

1 access OSS functions cannot likewise be used for access to
2 GTE's OSS functions used for local services. Direct access
3 by CLECs to GTE's system and data bases used for the
4 provision of local services cannot be allowed at this time.
5 The information contained within these systems cannot be
6 partitioned to prevent access by multiple providers to GTE
7 and CLEC customer proprietary information, as well as
8 control of GTE's network.

9 The long-term direct access solution desired by
10 the CLECs that will serve as the permanent electronic
11 bonding arrangement between GTE and multiple CLECs is not as
12 simple as it may sound. The current systems and data bases
13 used by GTE for local service OSS functions were developed
14 over many years by both GTE and multiple vendors for use by
15 one service provider, not multiple providers, and contains
16 millions of lines of code. In addition, complete industry
17 standards have not been developed for a national gateway to
18 allow system-to-system communications between GTE and
19 multiple CLECs. Once standards are developed, GTE will work
20 with the CLECs to prepare the detailed specifications
21 required to develop such a gateway to meet their needs.

22 For all of these reasons, full electronic bonding
23 by multiple CLECs to GTE's OSS systems for use in local
24 service competition is not technically feasible by January
25 the 1st of 1997. The act requires that GTE recover its

1 costs of developing OSS access. That cost recovery standard
2 does not contemplate that payment should come from GTE
3 itself, as AT&T has proposed. GTE should not be forced to
4 pay for functions from which GTE will derive no benefit.

5 In summary, GTE requests that this Commission
6 allow GTE and the CLECs to continue interim OSS access
7 implementation. Not impose full electronic bonding between
8 GTE and the CLEC's OSS systems until industry standards are
9 developed for a national gateway. And we request that this
10 Commission allow GTE to recover the costs for access to its
11 OSS systems and data bases from the requesting CLECs. And
12 that completes my summary. Thank you.

13 MS. CASWELL: Mr. Drew is available for cross
14 examination.

15 CHAIRMAN CLARK: Ms. McMillin.

16 MS. McMILLIN: No questions.

17 CHAIRMAN CLARK: Mr. Hoe.

18 MR. HOE: Thank you, Madam Chair.

19 CROSS EXAMINATION

20 BY MR. HOE:

21 Q Mr. Drew, my name is Sandy Hoe from AT&T. Good
22 afternoon.

23 A Good afternoon.

24 Q Let me just start with one of the items you
25 mentioned, and that was the recovery of the cost of

1 electronic bonding you mentioned in your summary?

2 A Yes, sir.

3 Q Were you in the hearing room yesterday or the day
4 before while AT&T was testifying on this subject?

5 A Most of the time, yes.

6 Q Did you hear AT&T indicate that it was willing to
7 pay its fair share of the cost of creating electronic
8 bonding?

9 A Yes, I heard that.

10 Q So you understand that today that is AT&T's
11 position, correct?

12 A Yes, I believe so.

13 Q So when you said in your summary that it was
14 AT&T's position that GTE must pay the cost of electronic
15 bonding, you were referring to a position perhaps at some
16 other time and certainly not the position today, correct?

17 A Yes. At the time the testimony was filed, that
18 was my understanding of the positions of the companies.

19 Q Did you ever hear in words or substance anyone
20 from AT&T say to GTE that it was unwilling to pay its fair
21 share of the cost of electronic bonding?

22 A I personally have never heard such a statement.

23 Q Anyone ever tell you that they had heard in words
24 or substance AT&T say that in the course of negotiations on
25 this subject?

1 A I don't remember any direct statement to that
2 effect.

3 Q Let's talk for a moment about the Phases 1, 2, and
4 3 that you mentioned in your summary. And I think you said
5 Phase 1 is underway and Phase 2 is in process, and Phase 3,
6 I gather, would occur after some national standards were
7 established, is that correct?

8 A That's my understanding, yes.

9 Q What is your estimate at this point as to the date
10 when Phase 3 will begin?

11 A We estimate that the standards will be published
12 during 1997, because they are currently being worked on in
13 the industry bodies. So, within 1997 is about as close as I
14 can get to when the standards would be published. Beyond
15 that, then we need to work with the companies on what their
16 specific requirements are and get the system developed.

17 Q Is there any work that can be done in advance of
18 the national standards if, say, AT&T provided you at some
19 time its requirements?

20 A Well, I think we are working on Phase 2 to improve
21 some of the current processes that are not ideal, but I
22 still believe we would prefer to wait until a national
23 standard is developed for such a gateway so that we don't
24 have to build an interim arrangement for multiple CLECs.

25 Q My question -- thank you for that answer, but my

1 question was whether from a technical standpoint there is
2 some work that could go on to develop the electronic
3 interface outside of the national standard, in other words,
4 to get the process moving?

5 A I'm sure that can be done as long as it's paid
6 for.

7 Q Okay. And is that happening today?

8 A I don't believe we are working towards an interim
9 arrangement at this time, other than improving what we
10 already have in place.

11 Q Let's assume just for a moment that GTE were
12 working today to develop this Phase 3 interface in advance
13 of the national standard, and let's say the national
14 standard came out in the middle of 1997. Are you able to
15 estimate how long thereafter it would take to have the
16 electronic bonding up and running?

17 A No, I'm not a systems architect.

18 Q Now, I take it from your summary and some other
19 testimony I have heard from GTE witnesses, that GTE is
20 willing to abide by national standards in connection with
21 electronic bonding, is that correct?

22 A Yes.

23 Q Is GTE willing to abide by all national standards
24 in any of the areas required to make it possible for new
25 entrants to get into the local market?

1 MS. CASWELL: Objection. I don't think the
2 witness is testifying to everything that is needed to get
3 into the local market. His testimony is confined to
4 operations support systems.

5 MR. HOE: Thank you. Let me refine the question.

6 BY MR. HOE:

7 Q Is GTE willing to abide by a national standard on
8 PIC changes in this new environment?

9 A Yes.

10 Q Just as a point of clarification, could you look
11 at Page 38 of your direct testimony. I'm looking at Lines
12 11 through 16.

13 A Yes.

14 Q Do you see that? And if you wish to just look
15 ahead, I believe that has reference to PIC changes. Do you
16 agree with that? Lines 11 through 16 are part of the
17 discussion of PIC changes?

18 A Yes, sir.

19 Q And do you recognize the ordering and billing
20 forum as a body that sets national standards?

21 A Yes.

22 Q Could you explain why in Line 13 you indicate that
23 GTE likely would comply with any such standard?

24 A It's my understanding that any implementation of
25 the resolution of the issues in that industry forum are

1 voluntary. It's also my understanding for the most part we
2 do implement results of that forum. But I cannot testify
3 that we would implement 100 percent of the resolutions out
4 of that forum, and that's why this statement is here.

5 Q Are you aware today that the OBF has issued
6 standards on PIC changes between competing local service
7 providers?

8 A It was my understanding that there was issues
9 being worked there about how to handle PIC changes. As far
10 as I know they haven't been resolved yet.

11 CHAIRMAN CLARK: Mr. Hoe, do you want an exhibit
12 number?

13 MR. HOE: Yes.

14 CHAIRMAN CLARK: We will mark it as Exhibit 59,
15 and it's the ordering and billing forum issue identification
16 form.

17 MR. HOE: Madam Chairman, that was number --

18 CHAIRMAN CLARK: 59.

19 MR. HOE: Thank you.

20 (Exhibit Number 59 marked for identification.)

21 BY MR. HOE:

22 Q Mr. Drew, do you have Exhibit 59 in front of you,
23 the order and billing forum issue identification form?

24 A Yes, I do.

25 Q Do you recognize this document?

1 A No, I don't.

2 Q Do you have occasion in the course of your
3 responsibilities to review documents coming out of the
4 ordering and billing forum?

5 A No, I don't.

6 Q So I take it -- and I just ask you to turn to the
7 fourth page into this exhibit, it's not a numbered page, but
8 it's the fourth numerical page from the first page. In the
9 middle of that page, the fourth page in, there is a
10 paragraph beginning, "The status indicators will be," and
11 then there is a number 47, 48, and 49. Do you see that?
12 It's the fourth physical page from the beginning.

13 COMMISSIONER KIESLING: In my copy it's the third
14 page, and it says Page 3 on it.

15 MS. CASWELL: It's Page 3.

16 MR. HOE: The problem is there is a Part A and a
17 Part B and the page numbers as printed on the document start
18 over, so I was trying to be as clear as possible by just
19 saying it was the fourth physical page from the front. And
20 it does say Part B, Page 3 at the top.

21 MS. CASWELL: My copy doesn't.

22 CHAIRMAN CLARK: I agree with Commissioner
23 Kiesling, my Part B, Page 3 is actually Page 3.

24 MR. HOE: Okay. Well, I apologize. I'm advised
25 that in copying we may have missed a page, so I will have

1 all of these replaced for you. But that is the page. Part
2 B, Page 3 is the one I'm attempting to get the witness to
3 look at. My apologies to the Commission.

4 BY MR. HOE:

5 Q Mr. Drew, are you with us at this point as best as
6 you can tell?

7 A Yes, I am.

8 Q I am looking at the portion that begins, "The
9 status indicators will be," and then there is a number 47,
10 48, and 49. Do you see those?

11 A Yes, I do.

12 Q Have you ever seen reference to status indicators
13 like that before in connection with PIC changes?

14 A No, I have not.

15 Q Are you able to tell from looking at that section
16 whether the OBF has come up with an approach to handling PIC
17 change requests as between two local service providers?

18 A I see reference to one local service provider, but
19 I'm not sure as to who the other party is that would be
20 involved with the local service provider.

21 Q Okay. Well, since you haven't seen this before,
22 we will move on. Do you know if there is a cost associated
23 with performing PIC changes, cost to GTE for performing PIC
24 changes?

25 A No, I don't know.

1 Q Now, in your testimony you address the subject of
2 AT&T's desire for a credit mechanism in the event that GTE
3 fails to meet certain performance standards. Do you recall
4 that testimony?

5 A Yes.

6 Q And you may have been in the room when there was
7 some testimony on that subject yesterday, do you recall
8 that?

9 A Yes, uh-huh.

10 Q I just want to focus on one aspect of that
11 subject. Is GTE willing to compensate --

12 MS. CASWELL: Objection. This witness isn't
13 testifying to compensation for failure to meet service
14 standards, he is testifying to the adoption of service
15 standards that may be -- he is testifying to what service
16 standards should be adopted, not the possibility of
17 compensation for failure to meet those service standards.
18 There is nothing in his testimony about that.

19 MR. HOE: Madam Chair, I would point counsel to
20 Page 39 of Mr. Drew's testimony in which he refers to the --
21 what he refers to, a misleading label subject liquidated
22 damages.

23 COMMISSIONER KIESLING: What line?

24 MR. HOE: This is Line 20; 20, 21, and 22. And he
25 further refers to AT&T's request as a penalty. I assumed

1 that went to the monetary nature of AT&T's position, not
2 simply its technical position.

3 CHAIRMAN CLARK: And your question was?

4 MR. HOE: I was going to ask him whether he knew
5 if GTE was willing to compensate AT&T for their losses in
6 the event of billing information from GTE to AT&T is either
7 erroneous or delayed resulting in noncollection from
8 customers.

9 CHAIRMAN CLARK: Ms. Caswell, I think the question
10 is appropriate.

11 MS. CASWELL: I withdraw the objection.

12 WITNESS DREW: I would have to respond that I don't
13 know if that would be allowed. My intent on using the
14 statements here is that through the use of our OSS systems,
15 AT&T will be provided the same service quality that we
16 provide to our own customers, because we are utilizing the
17 same systems. I'm not getting into actual compensation
18 arrangements.

19 BY MR. HOE:

20 Q Well, when you say that AT&T misleadingly labels
21 this mechanism as liquidated damages, I'm looking at Lines
22 19 and 20 on Page 39, what do you mean by that?

23 A I'm just pointing out that this should not be an
24 issue, because we are using the same systems, and we need to
25 provide the same quality of services to AT&T as we provide

1 to ourselves. But I'm not getting into the further subject
2 of penalties and compensation. I'm just trying to point out
3 that should not be an issue, since we are using the same
4 system.

5 Q Is it fair to say you don't really know what
6 liquidated damages are?

7 A No, I don't.

8 Q And when you say in Line 21 that the mechanism
9 proposed by AT&T is simply a penalty, are you able to
10 describe what you mean by that?

11 A What is meant by that is that it is a penalty
12 imposed or enforced based upon an assumption that we are not
13 providing the same quality of services. And what I'm trying
14 to imply here is we are using the same systems and that
15 should not be an issue.

16 Q Let me ask you a question on branding just to make
17 sure we are clear. Am I correct in my understanding that
18 GTE is currently unwilling to unbrand its customer care
19 centers?

20 A That's correct.

21 Q Now let me ask you to turn to Page 31 of your
22 testimony, if you would, please. I am interested in the
23 question beginning on Line 8 going through Line 10. Do you
24 see that?

25 A Yes.

1 Q Would you just read that into the record so that
2 we are clear?

3 A "Does GTE agree that some electronic interfaces to
4 its OSS functions must be created to comply with the act."

5 Q And the answer is?

6 A Yes, we agree that we have got to do some work.

7 Q Okay. Can you tell us what provisions of the act
8 require GTE to create electronic interfaces to OSS
9 functions?

10 A I don't think I understand your question.

11 Q Can you tell us what provisions of the act require
12 GTE to create some electronic interfaces to its OSS
13 functions?

14 A I'm not familiar with the act. I have dealt more
15 with the FCC order, and it deals with nondiscriminatory
16 access to our OSS functions. There is discussion in there
17 about electronic bonding, direct access. We believe that
18 there is a difference between access to functions and direct
19 access to systems, and that's why we believe that direct
20 access is implied by the FCC to be dealt with through a
21 national gateway. But the portion of the FCC order that
22 addresses implementation of the act talks about
23 nondiscriminatory access to our OSS, and electronic bonding
24 is discussed.

25 Q Okay. And you understand that the act also

1 requires that electronic bonding, correct, in addition to
2 the FCC order, is that your testimony?

3 A I'm assuming if the FCC has ordered it, it was in
4 the act.

5 CHAIRMAN CLARK: That's a big assumption.

6 MR. HOE: Excuse me?

7 CHAIRMAN CLARK: That's a big assumption.

8 MR. HOE: We all understand that, Madam Chair.

9 BY MR. HOE:

10 Q Actually, I just have one -- last couple of
11 questions, Mr. Drew. Back on the schedule that we talked
12 about for developing this Phase 3 electronic interface?

13 A Yes.

14 Q Do you recall that? Do you understand that the
15 plan that we talked about including Phase 3 includes
16 electronic interfaces for both the resale environment and
17 the unbundled network environment?

18 A That is my understanding, yes.

19 Q Okay. And that is the schedule GTE is working to,
20 correct?

21 A I would imagine we will have that capability
22 through a standard gateway, yes.

23 MR. HOE: Thank you, Mr. Drew. Madam Chairman, I
24 have no further questions.

25 CHAIRMAN CLARK: Thank you. Staff.

1 CROSS EXAMINATION

2 BY MR. PELLEGRINI:

3 Q Good evening, Mr. Drew. I'm Charlie Pellegrini
4 representing the staff.

5 A Good evening.

6 Q Just a few questions. First, with regard to
7 Issue 9, that is the issue dealing with customer
8 authorization. Let me ask you this, what type of customer
9 authorization do you believe is appropriate to access
10 customer account information and transfer existing services?11 A Technically, there is two different phases of
12 access to customer information that has been involved in our
13 negotiations. One phase is access to customer information
14 prior to an order being placed to GTE. It is our position
15 that the customer needs to be in control of their account
16 information as long as they are a GTE customer. And we
17 would require the customer to give us a letter of
18 authorization to release their information to a party
19 outside of GTE. If a CLEC is placing an order on behalf of
20 a customer, a blanket letter of authorization is
21 satisfactory for that.22 Q Would you operate on the basis of an oral
23 representation by the CLEC that it has the customer's
24 authorization to be followed with a confirmation?

25 A From what I recall on the interim phase that we

1 have in today, we are requesting a copy of the letter of
2 authorization from the CLEC, but I wouldn't imply that an
3 oral arrangement could not be worked out.

4 Q That it could not be worked out?

5 A Yes.

6 Q And, in your view, the requirement as you spell it
7 out, is that in compliance with the act, the authorization
8 requirement that you would demand?

9 A I don't think the FCC gave us enough detail to
10 implement specific requirements, and I base that on the fact
11 that the FCC has another notice of proposed rulemaking that
12 is still open dealing with how we address the passing of
13 customer information in a local competitive environment.

14 Q But I am specifically interested in whether it's
15 your view that that requirement is in compliance with the
16 act, not the order necessarily?

17 A I believe it is.

18 Q You do believe it is?

19 A Yes.

20 Q On another subject, Mr. Drew, is GTE currently
21 working on a solution to the CABS billing format?

22 A We are investigating the use of CABS for both
23 billing and the access world, as well as the line side. We
24 do not have that investigation complete yet.

25 Q MCI, I believe, has suggested a completion date of

1 January 1, 1997. Does that appear to be in the cards?

2 A Since I'm not involved in the requirements
3 discussion, I don't know if that is feasible or not.

4 Q Have you some understanding at all of the time
5 frame in which this work can be completed?

6 A No, I don't.

7 MR. PELLEGRINI: I think that's it. Thank you,
8 Mr. Drew.

9 WITNESS DREW: Thank you.

10 CHAIRMAN CLARK: Redirect.

11 MS. CASWELL: I just have one question.

12 REDIRECT EXAMINATION

13 BY MS. CASWELL:

14 Q Mr. Drew, does AT&T's idea of its fair share of
15 costs of developing OSS access differ from GTE's idea of
16 what that fair share might be?

17 A GTE's view is that the company requesting the
18 capability is the cost-causer and should pay for that
19 capability.

20 MS. CASWELL: Thank you.

21 CHAIRMAN CLARK: Exhibits.

22 MS. CASWELL: I move Exhibit 58 into the record,
23 please.

24 CHAIRMAN CLARK: Without objection, 58 is entered
25 in the record.

1 MR. HOE: And move Exhibit 59.

2 MS. CASWELL: Objection. This exhibit looks like
3 it was selected pages from a larger document, and I think in
4 all fairness we should have the entire document admitted
5 into evidence.

6 MR. HOE: We will certainly be happy to do that.
7 It at least is missing one page, we know that.

8 MS. CASWELL: Okay.

9 MR. HOE: But we will make sure the entire
10 document is submitted.

11 MS. CASWELL: Thank you.

12 CHAIRMAN CLARK: I'm trying to think how to
13 accomplish that.

14 MS. CASWELL: Well, it has got to be recopied
15 anyway, I think, so --

16 CHAIRMAN CLARK: Say again.

17 MS. CASWELL: It has got to be recopied anyway, so
18 we don't have a good copy now.

19 CHAIRMAN CLARK: All right. Then Exhibit 59 is
20 the order and billing forum issue identification form
21 relative to PIC order change process, and we will admit that
22 into the record, but it must be the entire document. And,
23 Mr. Hoe, if you will check with Ms. Caswell to make sure
24 that you have the correct document and make sure that the
25 court reporter has the correct Exhibit 59. It will be

1 admitted in the record then. Thank you, Mr. Drew.

2 WITNESS DREW: Thank you.

3 (Exhibit Number 58 and 59 received into evidence.)

4 CHAIRMAN CLARK: Ms. Menard, the person we have
5 all been waiting for.

6 MR. MELSON: No questions.

7 CHAIRMAN CLARK: That's right, you have no
8 questions. Only the staff has questions. I remember that.
9 How many pieces of testimony should I have for Ms. Menard?

10 MS. CASWELL: You should have three.

11 CHAIRMAN CLARK: Okay. I do have three.

12 Whereupon,

13 BEVERLY Y. MENARD

14 having been called as a witness on behalf of GTE Florida,
15 Incorporated, and being duly sworn, was examined and
16 testified as follows:

17 DIRECT EXAMINATION

18 BY MS. CASWELL:

19 Q Ms. Menard, would you state your name and business
20 address for the record, please.

21 A My name is Beverly Y. Menard. My business address
22 is One Tampa City Center, Tampa, Florida.

23 Q And who is your employer?

24 A My employer is GTE Florida.

25 Q What is your position there?

1 A I am Regional Director, Regulatory and Industry
2 Affairs.

3 Q And did you file two sets of direct testimony, one
4 in Docket 960847 and the other in Docket 960980?

5 A Yes, I did.

6 Q Do you have any changes to that testimony?

7 A No, I do not.

8 Q And if I asked you those same questions today,
9 would your answers remain the same?

10 A Yes, they would.

11 MS. CASWELL: Madam Chairman, I would ask that
12 Ms. Menard's direct testimony in both dockets be inserted
13 into the record as though read.

14 CHAIRMAN CLARK: It will be inserted in the record
15 as though read.

16 MS. CASWELL: Thank you.

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GTE FLORIDA INCORPORATED**DIRECT TESTIMONY OF BEVERLY Y. MENARD****DOCKET NO. 960847-TP**1
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Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH GTE FLORIDA INCORPORATED (GTEFL).

A. My name is Beverly Y. Menard. My business address is One Tampa City Center, Tampa, Florida 33601-0110. My current position is Regional Director - Regulatory and Industry Affairs.

Q. WILL YOU BRIEFLY STATE YOUR EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE?

A. I joined GTEFL in February 1969. I was employed in the Business Relations Department from 1969 to 1978, holding various positions of increasing responsibility, primarily in the area of cost separations studies. I graduated from the University of South Florida in June of 1973 receiving a Bachelor of Arts Degree in Business Administration with an Accounting Major. Subsequently, I received a Master of Accountancy Degree in December of 1977 from the University of South Florida. In March of 1978, I became Settlements Planning Administrator with GTE Service Corporation. In January of 1981, I was named Manager-Division of Revenues with GTE Service Corporation, where I was responsible for the administration of the GTE division of revenues procedures and the negotiation of settlement matters

1 with AT&T. In November of 1981, I became Business Relations
2 Director with GTEFL. In that capacity, I was responsible for the
3 preparation of separations studies and connecting company
4 matters. Effective February 1987, I became Revenue Planning
5 Director. In this capacity, I was responsible for revenue, capital
6 recovery and regulatory issues. On October 1, 1988, I became
7 Area Director - Regulatory and Industry Affairs. In that capacity,
8 I was responsible for regulatory filings, positions and industry
9 affairs in eight southern states plus Florida. In August 1991, I
10 became Regional Director - Regulatory and Industry Affairs for
11 Florida. I am responsible for regulatory filings, positions and
12 industry affairs issues in Florida.

13

14 **Q. HAVE YOU EVER TESTIFIED BEFORE THE FLORIDA PUBLIC**
15 **SERVICE COMMISSION?**

16 **A. Yes. I have testified before this Commission on numerous**
17 **occasions.**

18

19 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**
20 **DOCKET?**

21 **A. The purpose of my testimony is to describe the open issues**
22 **between GTE and AT&T Communications of the Southern States,**
23 **Inc. ("AT&T") regarding AT&T's requests for local number**
24 **portability ("LNP").**

25

1 **Q. HAS THIS COMMISSION PREVIOUSLY CONSIDERED THE ISSUE**
2 **OF INTERIM NUMBER PORTABILITY ("INP")?**

3 **A. Yes. In Docket No. 950737-TP, the Florida Public Service**
4 **Commission approved the use of Remote Call Forwarding (RCF)**
5 **for INP. GTEFL filed tariffs reflecting the Commission's decision**
6 **effective January 1, 1996.**

7
8 **Q. WHAT ARRANGEMENTS IS AT&T REQUESTING FOR INTERIM**
9 **NUMBER PORTABILITY?**

10 **A. AT&T has requested four methods for interim number portability:**
11 **1) remote call forwarding ("RCF"); 2) Directory Number-Route**
12 **Indexing ("DN-RI"); 3) Route Indexing-Portability Hub ("RI-PH");**
13 **and 4) Local Exchange Routing Guide ("LERG").**

14
15 **Q. ARE THERE ANY OTHER ARRANGEMENTS WHICH COULD BE**
16 **USED FOR INTERIM NUMBER PORTABILITY?**

17 **A. Yes. Another arrangement referenced in the FCC Order (First**
18 **Report and Order and Further Notice of Proposed Rulemaking in**
19 **CC Docket No. 95-116 issued July 2, 1996 - the "Number**
20 **Portability Order") and the FPSC Order is Flexible Direct Inward**
21 **Dialing ("Flex-DID").**

22
23 **Q. PLEASE DESCRIBE HOW REMOTE CALL FORWARDING CAN**
24 **PROVIDE INTERIM NUMBER PORTABILITY.**

25 **A. Remote Call Forwarding ("RCF") provides INP by assigning a**

1 second 10-digit number to a customer and forwarding calls to
2 that customer's new serving end office. When a customer has
3 changed service providers but retains the current telephone
4 number, calls placed to that number are first routed to the old
5 provider's end office. At the old provider's end office, the
6 telephone number is forwarded to the second number, which is
7 located at the new provider's end office. The call is then routed
8 to the customer's location.

9
10 RCF is a good choice for INP because it is a reliable, proven
11 method that is available today. Thus, it is easily provided by a
12 carrier without costly changes to ordering, billing and network
13 systems. However, RCF has several drawbacks which make it
14 more appropriate for use on an interim basis only. First, RCF
15 requires one additional telephone number for each number that
16 has been "ported" to a new service provider. This can be a major
17 concern in densely populated regions where telephone numbers
18 are being exhausted. Second, RCF will not allow many service
19 features, such as some custom local area signaling services
20 ("CLASS") features, to be operated over ported telephone
21 numbers. Third, RCF results in an inefficient use of the network
22 as all calls to ported numbers are first routed to the old service
23 provider's end office, then to the new service provider's end
24 office.

25

1 **Q. PLEASE DESCRIBE HOW FLEXIBLE DIRECT INWARD DIALING**
2 **CAN PROVIDE INTERIM NUMBER PORTABILITY.**

3 **A. Flexible Direct Inward Dialing ("Flex-DID") provides INP by**
4 **sending calls to a ported number through a specific, dedicated**
5 **trunk group between the old service provider's end office and the**
6 **new service provider's end office. Calls to a ported number are**
7 **routed to the old service provider's end office where they are**
8 **routed directly to the appropriate Flex-DID trunk group.**

9
10 Flex-DID, like RCF, is a good choice for INP because it is a
11 reliable, proven method and is easily provisioned by service
12 providers today without costly network modifications. In
13 addition, Flex-DID does not require a second telephone number,
14 as does RCF, and is thus code efficient. While calls are still
15 routed to the old service provider's end office, calls are not routed
16 a second time over the switched network to reach the new
17 service provider's end office.

18
19 However, again like RCF, Flex-DID has drawbacks which confine
20 it to INP. First, Flex-DID does not allow all service features, such
21 as some CLASS features, to operate on ported telephone
22 numbers. Second, Flex-DID continues to route all calls to the old
23 service provider's end office first. Third, Flex-DID requires the
24 use of additional trunk groups, thereby imposing an additional
25 cost.

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Q. HOW CAN DIRECTORY NUMBER ROUTE INDEXING PROVIDE INTERIM NUMBER PORTABILITY?

A. Directory Number Route Indexing ("DNRI") uses the existing network and switches to provide INP. However, DNRI does not use existing and available services. DNRI can be provided in either of two ways -- DNRI end office or tandem hubbing.

Q. PLEASE DESCRIBE THE DNRI END OFFICE APPROACH.

A. DNRI end office provides INP by sending calls to a ported number to the new service provider's end office through an interconnection trunk. This trunk is established directly between end offices. DNRI end office is favored by some carriers because it allows the telephone number to be ported over interconnection trunks, rather than the dedicated facility required by Flex-DID. The interconnection trunk can support other signaling messages and related voice/data transmissions and can be bi-directional. Moreover, DNRI end office does not require a second number, and thus uses numbering resources efficiently.

However, DNRI end office routing suffers from a number of drawbacks. First, DNRI end office does not allow all service features, such as certain CLASS features, to operate on ported telephone numbers. Second, DNRI end office continues to route all calls to the old service provider's end office first. Third,

1 though the network may be technically capable of providing DNRI,
2 it is not an existing service for many of these service providers
3 and is, therefore, not supported by existing ordering, provisioning
4 and billing processes. As such, to provide DNRI end office, many
5 service providers would have to modify their network systems
6 supporting these processes, in addition to any network changes
7 they might have to make. These costs are a major drawback for
8 an interim service which will be replaced within the next few
9 years. Finally, because the telephone number has not changed,
10 DNRI end office requires the new service provider to open the old
11 NXX code in its own end office to ensure that calls are not simply
12 routed back to the network, where they would loop until the trunk
13 capacity of one or more trunk groups is exhausted.

14

15 **Q. PLEASE DESCRIBE DNRI TANDEM HUBBING.**

16 A. DNRI tandem hubbing operates much like DNRI end office, but
17 routes ported calls differently. The old service provider's end
18 office routes the call to the end office's tandem switch, which
19 then routes the call to the new service provider's end office over
20 direct interconnection trunks. This is accomplished by adding a
21 pseudo NPA code to the NXX which identifies the new service
22 provider at the old service provider's end office. The tandem
23 switch recognizes the pseudo NPA-NXX combination, routing the
24 call to the direct interconnection trunk group of the new service
25 provider. Each service provider using DNRI tandem hubbing thus

1 requires a unique NPA pseudo code to identify its interconnection
2 trunk group.

3

4 DNRI tandem hubbing has all of the advantages and drawbacks
5 of DNRI end office. An additional advantage is that DNRI tandem
6 hubbing only requires one interconnection trunk group from the
7 tandem switch to each of the end offices subtending the tandem
8 switch. There are, however, several additional drawbacks. First,
9 the pseudo NPA codes are part of the 1XX series of codes, which
10 are currently used by local service providers for internal or local
11 purposes and are not part of the administration of the NANP.
12 Accordingly, there is no mechanism among companies for
13 assigning or managing these codes and no way to assure
14 standardization. Thus, different service providers would use the
15 same codes to accomplish different functions in their networks.
16 Second, the number of available 1XX codes may be insufficient
17 to meet the demand for such codes. Third, due to the use of the
18 tandem switch, DNRI tandem hubbing would require further
19 modifications to ordering systems and impose additional costs to
20 provide the service. Fourth, DNRI tandem hubbing reintroduces
21 network inefficiency: the calls are routed to the old provider's
22 end office, and are then routed out again, as with RCF.

23

24

25

1 Q. PLEASE DESCRIBE HOW THE LOCAL EXCHANGE ROUTING
2 GUIDE REASSIGNMENT METHODOLOGY MAY PROVIDE INTERIM
3 NUMBER PORTABILITY.

4 A. Local Exchange Routing Guide ("LERG") Reassignment has been
5 suggested by AT&T as a method for INP. It is, more accurately,
6 a proposed change to the industry standard for assigning and
7 routing numbers to end offices.

8
9 The LERG is a document produced by Bellcore which lists routing
10 information for end offices. The LERG is necessary because
11 whenever a carrier receives a new NXX code and assigns this
12 code to an end office, other carriers need to reprogram their end
13 office switches to route calls to the end office with the new NXX.
14 The LERG allows carriers to perform this important function by
15 updating routing information on a monthly basis.

16
17
18 This routing information, and the switch programming needed to
19 route calls, is formatted according to NPA-NXX codes, which is
20 the industry standard. Thus, for example, if GTEFL opens a new
21 NPA-NXX at one of its end offices, United Telephone Company
22 would, when it received notice of the change in the next LERG,
23 reprogram its switch to recognize the new NPA-NXX and route it
24 to GTE's end office. United would not, however, need to include
25 any information with regard to the XYYY digits -- only GTEFL

1 needs to have this information in order to route the call after it
2 has reached the GTEFL end office.

3

4 **Q. HOW WOULD AT&T'S PROPOSAL CHANGE THIS INDUSTRY**
5 **STANDARD?**

6 A. Instead of formatting LERG information on the basis of the NPA-
7 NXX codes, AT&T has proposed formatting LERG information on
8 the basis of NPA-NXX-X codes, thus adding the first digit of the
9 four digit XYYY combination. Accordingly, where the current
10 system allows one NPA-NXX code per end office, LERG
11 Reassignment allows a single NPA-NXX code to be assigned to
12 ten end offices. For example, under the current system, the 813-
13 224 code is assigned to one end office owned by one carrier.
14 Under LERG Reassignment, the 813-224 code could be assigned
15 to ten end offices, from 813-224-0YYY to 813-224-9YYY. These
16 ten end offices do not necessarily have to be owned by the
17 carrier who once held the 813-224 code. However, each 813-
18 224-X code can still only correspond to a single end office. Thus,
19 it is correct to say that LERG Reassignment can reassign numbers
20 to different carriers or end offices.

21

22 It is not correct, however, to say that because of this, LERG
23 Reassignment is a method to provide INP. Even though the
24 routing standard may change, LERG Reassignment itself could
25 only change the carrier serving the number if it actually took a

1 customer away from GTEFL and gave that customer to a ALEC.
2 For example, at present, the customer with telephone number
3 813-224-9999 is served by the GTEFL end office corresponding
4 to 813-224. Under LERG Reassignment, each NPA-NXX-X could
5 still only correspond to a single end office, so LERG Reassignment
6 would have to split up the 813-224 numbers among carriers.
7 GTEFL might receive 813-224-0YYY through 813-224-5YYY
8 while a ALEC or group of ALECs would then receive 813-224-
9 6YYY through 813-224-9YYY. The customer has the same
10 number, but his carrier has changed without his consent unless
11 the new carrier ported his number to a GTEFL end office.
12 Alternatively, GTEFL could receive the 813-224-9YYY code, and
13 continue to serve the customer. However, if the customer
14 wanted to change to one of the other ALECs, he would have to
15 change his number to the 813-224-X code served by that carrier
16 or have his number ported to an ALEC end office.

17
18 Thus, LERG Reassignment is not a method of providing either INP
19 or long-term number portability. It is a network routing standard
20 that would require some other method of INP to function. To the
21 extent any carrier proposes LERG Reassignment as a method of
22 INP or long-term number portability, it is simply trying to advance
23 its conception of efficient network routing standards rather than
24 achieve any type of number portability that would be useful or
25 cost efficient to the end user.

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Q. ASIDE FROM THE MATTER OF AT&T'S MISREPRESENTATION OF LERG REASSIGNMENT AS AN INP METHOD, WHAT ARE ITS DRAWBACKS?

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A. Even if, somehow, LERG Reassignment were a method of INP, it would face significant disadvantages over any of the other methods described herein. Because the LERG is only updated once a month, INP for a given customer might not be available for up to four weeks or more after a request is made for the service. Furthermore, implementing LERG Reassignment would require the elimination of the industry standard for routing telephone calls and the implementation of an entirely new standard. This would entail the following costs, among others:

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- all end office, tandem and other switches would have to be modified and reprogrammed to accept the new standard;

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- each end office and tandem switch that connects to one end office via trunk lines under the current system would have to connect via ten trunks to cover the same series of numbers, entailing additional routing and capital costs;

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- because billing and other operational support systems depend on vertical and horizontal coordinates for end offices that are based on NPA-NXX codes, these systems

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1 would all have to be changed to an NPA-NXX-X format;
2 and

3

- 4 • even if a customer does not want to change service
5 providers, LERG Reassignment would nevertheless require
6 INP for such customers if the customer's number was
7 reassigned to another carrier.

8

9 As LERG Reassignment is, by no means, a method of providing
10 INP, the following discussion will not generally refer to it and will
11 assume that methods of providing INP refers predominantly to
12 RCF, Flex-DID and either method of DNRI, and not LERG
13 Reassignment, which will be separately discussed as necessary.

14

15 **Q. DOES THE TELECOMMUNICATIONS ACT OF 1996 ADDRESS**
16 **NUMBER PORTABILITY?**

17 A. Section 251(b) of the Act requires all telecommunications carriers
18 "to provide, to the extent technically feasible, number portability
19 in accordance with requirements prescribed by the Commission."
20 Number portability is defined by the Act as "the ability of users of
21 telecommunications services to retain, at the same location,
22 existing telecommunications numbers without impairment of
23 quality, reliability, or convenience when switching from one
24 telecommunications carrier to another." (Act at § 153(30).) With
25 regard to pricing of number portability, the Act states that "[t]he

1 cost of establishing . . . number portability shall be borne by all
2 telecommunications carriers on a competitively neutral basis as
3 determined by the [FCC]." (Act at § 251(e)(2).)

4
5 In July 1996, the FCC released its regulations regarding number
6 portability. (See Number Portability Order.) The FCC regulations
7 establish a schedule whereby telephone companies will be
8 required to implement long-term number portability using database
9 methods. (Number Portability Order at ¶¶ 77-81.) With regard
10 to INP, the Number Portability Order held that "currently RCF and
11 Flex-DID are the only methods technically feasible," and thus
12 required local exchange carriers "to offer number portability
13 through RCF, Flex-DID and other comparable methods"
14 (Number Portability Order at ¶ 110) [these are the only criteria
15 established by the FCC with regard to INP. The FCC established
16 nine performance criteria for long-term number portability, but did
17 so solely in that context. (See Number Portability Order at ¶
18 48.)]

19
20 The FCC regulations also establish guidelines for State
21 commissions to follow in setting the rates for INP. Alternatively,
22 however, the State commission may require carriers to file a
23 tariff, in which case the guidelines do not necessarily apply.
24 (Number Portability Order at ¶ 127.) With regard to the FCC's
25 guidelines, the FCC defines the cost of providing INP as being the

1 "incremental cost incurred by a LEC to transfer numbers initially
2 and to subsequently forward calls to new service providers using
3 existing RCF, Flex-DID, or other comparable measures." (Number
4 Portability Order at ¶ 129.) The FCC provided that any
5 mechanism for the recovery of these costs must be
6 "competitively neutral," meaning that it must meet two criteria.
7 First, it "should not give one service provider an appreciable,
8 incremental cost advantage over another service provider, when
9 competing for a specific subscriber." (Number Portability Order
10 at ¶ 132.) Second, it "should not have a disparate effect on the
11 ability of competing service providers to earn normal returns on
12 their investment." (Number Portability Order at ¶ 135.)
13 Furthermore, assuming that ILECs will win customers away from
14 CLECs, just as CLECs will win customers from ILECs, the FCC
15 held that competitive neutrality requires a "reciprocal
16 compensation arrangement" with the rate paid by the ILEC to the
17 CLEC equal to that paid by the CLEC to the ILEC. (Number
18 Portability Order at ¶ 137.)

19

20 **Q. DOES GTE AGREE WITH AT&T'S REQUEST FOR INP USING**
21 **EITHER DNRI OR LERG REASSIGNMENT?**

22 **A.** No. DNRI is not currently available over GTEFL's network and
23 would entail a significant investment for a network system that
24 will be obsolete in a few years. LERG Reassignment is not a
25 method of INP.

1 Q. WHY CAN'T GTEFL IMMEDIATELY PROVIDE DNRI AS
2 REQUESTED BY AT&T?

3 A. GTE cannot provide INP using DNRI tandem hubbing or DNRI end
4 office without significant additional modifications to its databases
5 and support systems. GTE's ordering, billing and provisioning
6 systems do not currently support either method of DNRI. They
7 would all have to be modified at a significant cost. Furthermore,
8 either method of DNRI would require additional investment in
9 GTE's network. DNRI end office requires the addition of
10 interconnection trunks between GTE's and AT&T's end office
11 switches. These interconnection trunks might not otherwise be
12 added to the network. DNRI tandem hubbing requires an
13 additional switching functionality at both the end office and the
14 tandem switch in order to add the necessary NPA pseudo code,
15 translate the code and then remove it at the tandem switch. The
16 costs above, of course, are measured not only in terms of the
17 cost of equipment, but also the cost of technical expertise and
18 labor devoted to implementation.

19
20 Thus, if GTE were required to provide either method of DNRI to
21 AT&T, it would be forced to absorb a large expense in order to
22 implement a system that will only be in use for a short time --
23 GTE and other carriers must begin implementing long-term
24 number portability methods as soon as October 1, 1997.
25 (Number Portability Order at ¶¶ 77, 110.) GTE's experience in

1 Oregon with DNRI end office is instructive in this respect. GTE
2 was ordered to provide INP using DNRI end office in Oregon in
3 June 1996. GTE anticipates, although it cannot be certain, that
4 it will be able to offer INP in Oregon only using this method in
5 October 1996. After DNRI is implemented in Oregon, GTE will
6 then be able to determine the feasibility and cost to implement
7 DNRI end office.

8

9 **Q. SINCE GTEFL ALREADY HAS TARIFFS IN PLACE FOR RCF,**
10 **SHOULD ANY CHANGES BE CONSIDERED IN THE RATES FOR**
11 **RCF IN THIS DOCKET?**

12 **A.** No. As discussed previously, in the Number Portability Order, the
13 FCC has stated the State commission may require carriers to file
14 a tariff, in which case the guidelines do not necessarily apply.
15 (Number Portability Order at ¶ 127.) In addition, since this issue
16 affects all LECs and ALECs, hearings are already scheduled in
17 Docket No. 950737-TP to address this issue on November 25,
18 1996. GTEFL will be filing testimony in that proceeding
19 addressing the issue of competitive neutrality with respect to the
20 pricing for interim number portability.

21

22 **Q. DOES GTEFL HAVE ANY OTHER CONCERNS WITH AT&T'S**
23 **REQUEST FOR INTERIM NUMBER PORTABILITY?**

24 **A.** Yes. Attachment 8 in the Interconnection Agreement filed by
25 AT&T contains AT&T's proposed contract language for local

1 number portability. Paragraph 2.1 states that "AT&T shall not be
2 required to order any additional paths to handle multiple
3 simultaneous calls to the same ported telephone number." This
4 is not consistent with the FPSC Order or GTEFL's tariffs.

5
6 In addition, Paragraph 4.6.2 states that "GTE shall supply AT&T
7 with individual call records, with full call detail, that provide billing
8 information associated with the RCF second leg call." The issue
9 of meet-point billing is discussed in the FCC's Number Portability
10 Order to insure that both carriers have the proper access billing
11 arrangement. GTE endorses the principle that the forwarding and
12 terminating carrier should share in the access charges, since both
13 carrier's facilities are used to terminate the interexchange call.
14 However, incumbent LECs should not be required to implement
15 costly changes to billing systems and switch software for a short-
16 term investment that will have no continuing utility for the
17 implementation of long term number portability. GTE has filed a
18 Petition for Reconsideration in CC Docket No. 95-116 on this
19 issue and would request that the Commission not order this costly
20 modification to GTEFL's systems.

21
22 **Q. DOES GTEFL AGREE WITH AT&T'S REQUEST FOR A LONG**
23 **TERM NUMBER PORTABILITY SOLUTION IN THIS PROCEEDING?**

24 **A. GTEFL does not understand why this issue is part of AT&T's**
25 **arbitration request. This Commission has established Docket No.**

1 960100-TP to consider a long term number portability solution in
2 Florida. GTEFL is an active participant in this docket. In addition,
3 the FCC's Number Portability Order requires implementation of a
4 long term number portability solution beginning in third quarter
5 1997. In the FCC Order, the Tampa MSA is scheduled for
6 conversion in first quarter 1998 and the Sarasota MSA is
7 scheduled for conversion in fourth quarter 1998.

8
9 In short, GTEFL believes this arbitration proceeding is complex
10 enough without adding issues that are already slated for resolution
11 elsewhere.

12

13 **Q. WOULD YOU PLEASE SUMMARIZE YOUR TESTIMONY?**

14 **A.** Yes. RCF is a currently available method for providing number
15 portability that will provide AT&T with the full benefit of INP, with
16 the least amount of modification to GTEFL's current network.
17 While RCF is, admittedly, subject to disadvantages that make it
18 unfit for long-term portability, GTEFL believes that these
19 disadvantages do not preclude the use of RCF for INP.
20 Furthermore, as RCF is currently available, it will not require the
21 significant additional capital investment that the use of DNRI
22 would require. Even using RCF, however, GTEFL will incur
23 significant costs that it is entitled to recover. Even if competitive
24 neutrality is applicable to cost recovery for INP, GTEFL and all
25 other carriers should be able to recover their tariffed rates to the

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extent such tariffs have already been filed or, alternatively,
recover the costs of INP through a cost pooling system.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

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GTE FLORIDA INCORPORATED
DIRECT TESTIMONY OF BEVERLY Y. MENARD
DOCKET NO. 960980-TP

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Beverly Y. Menard. My business address is One Tampa City Center, Tampa, Florida 33601-0110.

Q. ARE YOU THE SAME BEVERLY Y. MENARD WHO FILED DIRECT TESTIMONY IN DOCKET 960847-TP, THE ARBITRATION BETWEEN AT&T AND GTE?

A. Yes. That Testimony was filed on September 10, 1996.

Q. WHAT WAS THE PURPOSE OF THAT EARLIER-FILED TESTIMONY?

A. I presented GTE's position on number portability in the context of AT&T's Petition for Arbitration.

Q. DO THE GENERAL PRINCIPLES ADVANCED IN THAT DIRECT TESTIMONY APPLY TO MCI AS WELL?

A. Yes, they do. My Testimony explained the number portability requirements under the Telecommunications Act of 1996, described the relative merits of various types of number portability, and set forth GTE's position on the most appropriate method of interim portability. These same general matters apply equally to the MCI and AT&T

1 proceedings. Thus, to avoid undue repetition, particularly now that the
2 MCI and AT&T arbitrations have been consolidated, I am adopting my
3 Direct Testimony in the AT&T arbitration as my Direct Testimony in
4 the MCI arbitration. To the extent that MCI's specific number
5 portability proposals are different from AT&T's, I will address those
6 differences in my Rebuttal Testimony.

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8 **Q. DOES THAT CONCLUDE YOUR DIRECT TESTIMONY?**

9 **A. Yes, it does.**

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1 BY MS. CASWELL:

2 Q Ms. Menard, did you file rebuttal testimony in
3 Docket 960980?

4 A Yes, I did.

5 Q And do you have any changes to that rebuttal
6 testimony?

7 A No, I do not.

8 MS. CASWELL: Madam Chairman, may we please have
9 Ms. Menard's rebuttal testimony in 960980 inserted into the
10 record as though read.

11 CHAIRMAN CLARK: It will be inserted in the record
12 as though read.

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GTE FLORIDA INCORPORATED**REBUTTAL TESTIMONY OF BEVERLY Y. MENARD****DOCKET NO. 960980-TP**

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Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH GTE FLORIDA INCORPORATED (GTEFL).

A. My name is Beverly Y. Menard. My business address is One Tampa Center, Tampa, Florida 33601-0110. My current position is Regional Director - Regulatory and Industry Affairs.

Q. DID YOU FILE DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes, I did.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. The purpose of my rebuttal testimony is to address issues relating to 911 service, numbering resources, and number portability.

Q. WHAT IS GTE'S POSITION ON 911 SERVICE AS ADDRESSED IN THE TESTIMONY OF WITNESS PRICE?

A. GTEFL supports the provision of 911 service. GTEFL's parameters for 911 Service appear in its Interconnection Agreement with ICI which has been approved by this Commission. In addition, MCI and GTEFL have agreed on language for 911 service for an interim contract. GTEFL is unaware of any outstanding issues for this service. However, Mr. Price's testimony does not reflect the contract

1 language agreed to between MCI and GTEFL relative to outages.
2 GTEFL would recommend this be handled consistent with the
3 contract language already agreed to by MCI.
4

5 **Q. WHAT IS GTE'S POSITION ON THE APPROPRIATE RATES,**
6 **TERMS AND CONDITIONS FOR ACCESS TO CODE**
7 **ASSIGNMENTS AND OTHER NUMBERING RESOURCES?**

8 **A.** *To the extent GTE serves as Central Office Code Administrator for a*
9 *given region (GTEFL is the Administrator for the 813 and 941 area*
10 *codes), GTE will support all AT&T and MCI requests related to central*
11 *office (NXX) code administration and assignments in an effective and*
12 *timely manner. All carriers should comply with code administration*
13 *requirements as prescribed by the Federal Communications*
14 *Commission, this Commission, and accepted industry guidelines. It*
15 *should be the responsibility of each carrier to program and update its*
16 *own switches and network systems to recognize and route traffic to*
17 *the other carrier's assigned NXX codes at all times. Neither carrier*
18 *shall impose any fees or charges whatsoever on the other carrier for*
19 *such activities.*

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22 **Q. DO YOU AGREE WITH MCI'S POSITION THAT THERE SHOULD**
23 **BE NO EXPLICIT MONTHLY RECURRING CHARGE FOR REMOTE**
24 **CALL FORWARDING (RCF) AND EACH CARRIER SHOULD BEAR**
25 **THEIR OWN COST OF IMPLEMENTING THE INTERIM NUMBER**

1 **PORTABILITY MECHANISM?**

2 A. No, I do not. As addressed in my Direct Testimony, the Commission
3 has already approved tariffs and these tariffs should continue in
4 effect. In any case, the proper docket for this issue is Docket No.
5 950737-TP (with hearings scheduled for November 25, 1996) where
6 this issue will be addressed on a generic basis consistent with the
7 original Commission Order on this subject. GTE's position on this
8 subject is more fully addressed in that Docket.

9

10 **Q. DO YOU AGREE WITH MCI WITNESS PRICE THAT THE**
11 **COMMISSION SHOULD DIRECT THE INCUMBENT LEC TO**
12 **ADOPT MEET-POINT BILL ARRANGEMENTS FOR ACCESS**
13 **CHARGES PAID BY IXCS FOR CALLS TERMINATED VIA LEC-**
14 **PROVIDED RCF OR DIRECT INWARD DIALING (DID)?**

15 A. No, I do not. As stated in my Direct Testimony in the AT&T arbitration
16 case, MCI's proposal would require major billing system modifications
17 for something that is only going to be used for a limited time period.
18 It is plainly inefficient and unduly burdensome to expect GTEFL to
19 make such extensive modifications.

20

21 **Q. IN YOUR DIRECT TESTIMONY, YOU DESCRIBE FLEX-DID. IS**
22 **THIS ARRANGEMENT THE SAME AS DID SERVICE?**

23 A. Yes. GTEFL does not have any arrangement other than DID Service
24 comparable to the service currently provided to end users.

25

1 **Q. DO YOU AGREE WITH MR. PRICE'S ARBITRATION ISSUES FOR**
2 **LONG TERM PORTABILITY AS CONTAINED IN EXHIBIT DGP-4?**

3 A. No, I do not. This Commission has already established Docket No.
4 960100-TP to address long term number portability. In addition, at
5 the September 26, 1996 LNP Steering Committee meeting, the
6 parties agreed to a stipulation for the Florida Public Service
7 Commission to enter an Order which would allow the Florida
8 companies to join the Georgia LLC so that a regional database may
9 be developed. This stipulation should be filed at the Commission
10 within the next week.

11

12 **Q. DOES THAT COMPLETE YOUR REBUTTAL TESTIMONY?**

13 A. Yes, it does.

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1 BY MS. CASWELL:

2 Q And if I asked you those same questions today in
3 that rebuttal testimony, would your answers be the same?

4 A Yes, they would.

5 Q Do you have a summary of your testimony for us?

6 A Yes, I do.

7 Q Would you please give that to us?

8 A The purpose of my testimony is to address GTE
9 Florida's positions on local number portability, 911
10 services, and numbering resources. GTE is not aware of any
11 outstanding issues on 911 service or number resources. GTE
12 does not believe that any decisions on local number
13 portability should be decided in this arbitration docket.
14 This Commission has hearings scheduled for November 25th,
15 1996, in Docket Number 950737-TP to address whether any
16 change is required in the prior Commission order on interim
17 number portability in light of the FCC's number portability
18 order. For long-term number portability, the Commission has
19 already established Docket Number 906100-TP, and the
20 industry is working together on this issue.

21 Relative to AT&T's request for four methods for
22 interim number portability, remote call forwarding is
23 already tariffed in Florida. GTE does not believe that the
24 local exchange routing guide approach should even be
25 considered as an interim number portability option.

1 Directory number route indexing is not currently available
2 in GTE's network and would entail a significant investment
3 for a network system that would be obsolete in a few years.
4 The FCC's number portability order held that currently
5 remote call forwarding and flexible direct inward dialing
6 are the only methods technically feasible and required local
7 exchange carriers to offer number portability using these
8 methods. GTE does not currently have DID service tariff
9 random number portability, and AT&T did not request this
10 service in their arbitration request.

11 MS. CASWELL: Ms. Menard is available for cross.

12 CHAIRMAN CLARK: Mr. Melson.

13 MR. MELSON: No questions.

14 CHAIRMAN CLARK: AT&T is not at the table, so I
15 assume they have no questions.

16 MS. BARONE: And, Chairman Clark, GTE has
17 graciously agreed to stipulate staff's exhibits into the
18 record.

19 CHAIRMAN CLARK: Okay.

20 MS. BARONE: BYM-1 is the zone density pricing
21 tariffs, expanded interconnection collocation tariffs. We
22 would ask that that be marked for identification.

23 CHAIRMAN CLARK: That will be Exhibit 60.

24 MS. BARONE: BYM-2 is GTE's response to staff's
25 First Set of Interrogatories 1 through 7. We would ask that

1 that be marked for identification.

2 CHAIRMAN CLARK: That will be Exhibit 61.

3 MS. BARONE: BYM-3 is a confidential exhibit which
4 consists of GTE's response to AT&T's First Set of
5 Interrogatories 1 through 68. We ask that that be marked.

6 CHAIRMAN CLARK: That will be marked as Exhibit
7 62.

8 COMMISSIONER KIESLING: I hate to stop you here,
9 because you're on a roll, but I have two BYM-1s, and they
10 are not the same. They are the same. I guess I must have
11 just gotten two in my packet then.

12 MS. BARONE: I will go back. That was 62 for
13 BYM-3.

14 CHAIRMAN CLARK: That's correct.

15 MS. BARONE: BYM-4 is also a confidential exhibit
16 which consists of local transport restructure cost data in
17 921074, and staff requests that that be marked for
18 identification.

19 CHAIRMAN CLARK: That will be Exhibit 63.

20 MS. BARONE: And finally, Madam Chairman, we have
21 one more request that you do not have. Staff is going to
22 give you a copy. They just did, they informed me. That is
23 GTE Florida's responses to AT&T's Second Set of
24 Interrogatories. We ask that that be marked for
25 identification at this time.

1 CHAIRMAN CLARK: Is that confidential?

2 MS. BARONE: No, ma'am.

3 CHAIRMAN CLARK: All right. That will be labeled
4 as Exhibit 64.

5 MS. BARONE: Excuse me, 64 did you say?

6 CHAIRMAN CLARK: Yes.

7 MS. BARONE: Thank you.

8 (Exhibit Number 60, 61, 62, 63, and 64 marked for
9 identification.)

10 CROSS EXAMINATION

11 BY MS. BARONE:

12 Q Ms. Menard, earlier you stated that AT&T did not
13 request a couple of solutions and I didn't hear what you
14 said. Could you restate that?

15 A AT&T has not requested DID service.

16 Q Thank you. In your direct testimony you discuss
17 various interim number portability solutions. Has GTE
18 Florida performed any cost studies on those solutions?

19 A The only ones that we have provided cost studies
20 on -- well, in the prior docket, in 950737, we provided a
21 cost study on remote call forwarding. In Exhibit 36 in this
22 docket we have provided cost studies for remote call
23 forwarding and DID service for interim number portability.

24 Q What about DNRI and LERG reassignment to the 1000
25 block, have cost studies been performed for those?

1 A No, they have not.

2 Q I would like to direct you to Page 6 of your
3 direct testimony. You can look at 960847. You state that
4 flexible DID provides INPB by sending calls to a ported
5 number through a specific dedicated trunk group. I'm sorry.
6 I'm referring to Page 6, Line 5, where you state that
7 directory number route indexing uses the existing network
8 and switches to provide INP and that it does not use
9 existing and available services. Could you explain to me
10 what GTE Florida needs to do to provide DNRI?

11 A Number one, part of what has to be done -- well,
12 it depends on whether you're talking about the end office
13 approach or the hub approach. To my understanding the hub
14 approach is the more viable option. You have to work on
15 setting up pseudo NPA/NNX combinations and work on making
16 changes to the switches and the billing systems to
17 accommodate assigning those codes, routing those codes,
18 stripping those codes from the tandem and then routing on to
19 the ALEC.

20 Q Do you have an estimate of how much that would
21 cost to provide the DNRI?

22 A No, I do not. Given that we know we are going to
23 start implementing long-term number portability in 1988, we
24 have not assessed that.

25 Q Beginning on Page 9 of your direct testimony, you

1 discuss LERG reassignment to the 1000 block. And
2 specifically on Page 12 you have identified certain problems
3 associated with LERG reassignment to the 1000 block. Are
4 those problems also associated with LERG reassignment to the
5 NXX level?

6 A No.

7 Q Do you know if other LECs in Florida have agreed
8 to provide DNRI and LERG reassignment to the NXX level?

9 A I have not seen it -- well, LERG on the NXX level,
10 total NXX level is part of the standard Bellcore guidelines.
11 Currently I do not have an end user that has an entire NXX,
12 so I have no reason to use LERG at the NXX level. And I
13 have not seen any testimony of anybody else on the DRNI
14 agreeing to that.

15 Q And can GTE Florida provide LERG reassignment to
16 the NXX level?

17 A Yes. That is part of the standard Bellcore
18 guidelines. Like I said, I currently don't have any
19 customers that have an entire -- end users that have an
20 entire NXX, so I have no need to use it.

21 Q I would like to refer you to Page 14 of your
22 direct testimony beginning at Line 8. You are referencing
23 the FCC's order on number portability, and you state, "With
24 regard to INP, the number portability order held that
25 currently RCF and flex DID are the only methods technically

1 feasible, and thus required local exchange carriers to offer
2 number portability through RCF, flex DID and other
3 comparable methods."

4 What do you believe the FCC meant by other
5 comparable methods?

6 A I assumed what that language was for is that if
7 another solution became available that was cost efficient,
8 that it would be authorized under this. What was also in
9 the FCC order was the language where they had looked at it
10 was not worth companies spending a lot money on short-term
11 solutions since the emphasis should be on long-term
12 solutions.

13 Q Ms. Menard, I'm going to read from the sentence
14 that you quote from the FCC's order, which is at Paragraph
15 110. It reads, "Under this view, LECs are required to offer
16 number portability through RCF, DID, and other comparable
17 methods because they are the only methods that are currently
18 technically feasible." Would you explain what or how GTE
19 Florida defines technically feasible?

20 A In this context, and in this order, I think the
21 terminology of technically feasible is what we have been
22 using in the past, and that would mean that it's something
23 that I can develop and the costs justify developing the
24 service because the revenues I'm going to get from the
25 service. Economic feasibility is part of the technical

1 feasibility definition.

2 Q Is that the same definition used by the FCC in
3 their order?

4 A In this order, I believe it is. In the first
5 report and order, I do not believe it is.

6 Q Does GTE Florida believe that DNRI and LERG
7 reassignment are not technically feasible?

8 A LERG reassignment at the 1000 block is to me not
9 technically feasible. You're talking about massive changes.
10 DNRI, based on what we know right now, I do not know if it
11 is or is not technically feasible, because we are in the
12 process of testing it in Oregon. Once we have the results
13 from that, we may determine it is technically feasible.

14 Q So you are stating that LERG reassignment to the
15 1000 block is not technically feasible because of the many
16 changes?

17 A You're talking about massive billing system and
18 administrative system changes to go to the 1000 number
19 block.

20 Q Do you know how long that would take to
21 incorporate those changes?

22 A Longer than it's going to take me to implement
23 permanent number portability.

24 Q One final question, and it's relating to your
25 rebuttal testimony. You were asked a question on Page 2 at

1 Line 5, "What is GTE's position on the appropriate rates,
2 terms, and conditions for access to code assignments and
3 other numbering resources?" Can you identify what those
4 other numbering resources are, if any?

5 A I took that from the issue list in this docket
6 that MCI developed, and I am not aware of any other
7 numbering resources we are trying to address in this docket.

8 MS. BARONE: Thank you so much. That's all I
9 have.

10 CHAIRMAN CLARK: Redirect.

11 MS. CASWELL: No redirect.

12 CHAIRMAN CLARK: Thank you. Exhibits.

13 MS. BARONE: Staff moves 60 through 64.

14 CHAIRMAN CLARK: Those exhibits will be admitted
15 in the record without objection.

16 Thank you, Ms. Menard.

17 (Exhibit Number 60, 61, 62, 63, and 64 received
18 into evidence.)

19 MR. GILLMAN: Chairman Clark.

20 CHAIRMAN CLARK: Mr. Gillman.

21 MR. GILLMAN: I just didn't want you to adjourn
22 before I had the opportunity to say something. At the risk
23 of either you or one of the other Commissioners throwing
24 something at me, I would like to make a motion before we
25 adjourn.

1 CHAIRMAN CLARK: Yes, it is appropriate to make a
2 motion at this time.

3 MR. GILLMAN: I would ask -- we would renew our
4 motion to dismiss all requests by AT&T and MCI for the proxy
5 rates, and I further move to strike all testimony regarding
6 those requests. And in support of that, I would essentially
7 raise the same argument, but even now after the hearing has
8 been concluded, and it's clear that there was no evidence
9 submitted in support of those proxy rates other than the FCC
10 order, which, of course, has been indefinitely stayed at
11 this time, and will be stayed surely before this Commission
12 enters its decision.

13 MS. CANZANO: Could staff respond to that quickly?
14 It's my understanding that the United States Supreme Court
15 will be considering the stay next week. I have just heard
16 that. I don't know if that is -- it's just something I
17 heard.

18 COMMISSIONER KIESLING: Is it that they will be
19 considering it or that's when they are going to file it? I
20 mean, the last I heard was that was as soon as they thought
21 -- that that was as soon as the FCC thought they would get
22 around to filing it.

23 MS. CANZANO: Okay. You're probably more
24 up-to-date.

25 CHAIRMAN CLARK: Mr. Melson or Mr. Hatch.

1 MR. HATCH: We would essentially make the same
2 arguments you have made before, Commissioner. They are
3 asking you to prejudge the evidence at this point prior to
4 the submission of briefs, prior to the argument of counsel
5 on the issue of interim rates. Whether you call them
6 default proxies or interim rates, that's what they are
7 attempting to do. The issue was raised before and rejected.
8 We urge you to do so again for exactly the same reasons.

9 MR. MELSON: Commissioner Clark, I would simply
10 add I believe evidence has been adduced in this hearing that
11 would support rates that are within the proxy ranges or
12 below the proxy caps.

13 CHAIRMAN CLARK: From the activity around me, I
14 know we are not going to rule on this motion right now.

15 COMMISSIONER KIESLING: I don't mind ruling on it.

16 CHAIRMAN CLARK: But I would just instruct staff
17 that that is a motion that we can take up with the
18 recommendation. I'm willing to entertain a motion right
19 now.

20 COMMISSIONER KIESLING: I move that we deny the
21 motion.

22 CHAIRMAN CLARK: Is there a second?

23 COMMISSIONER DEASON: Second.

24 CHAIRMAN CLARK: All those in favor, say aye.

25 COMMISSIONER DEASON: Aye.

1 COMMISSIONER JOHNSON: Aye.

2 COMMISSIONER KIESLING: Aye.

3 CHAIRMAN CLARK: Aye.

4 MR. GILLMAN: Thank you for allowing me to make
5 it.

6 COMMISSIONER GARCIA: Nay. I just thought that we
7 could address it at the time of the recommendation.

8 CHAIRMAN CLARK: And, likewise, I suppose he can
9 renew it.

10 MR. GILLMAN: Thank you.

11 CHAIRMAN CLARK: Let me just go over the exhibits.

12 MS. CASWELL: Madam Chairman, while you're doing
13 that, I think we need an exhibit for an pending late-filed
14 exhibit from AT&T, and that would be AT&T contract
15 provisions which would compensate customers for revenue
16 losses caused by AT&T. AT&T has agreed to produce that by
17 Monday.

18 MR. HATCH: To the extent that we can track that
19 down, yes, ma'am, that's correct.

20 CHAIRMAN CLARK: All right. Hang on just a
21 minute. I will mark that as Exhibit 65. It will be a
22 late-filed exhibit, and give me the title again, please.

23 MS. CASWELL: AT&T contract provisions which would
24 compensate customers for revenue losses caused by AT&T.

25 CHAIRMAN CLARK: That will be marked as Late-filed

1 Exhibit 65. And let me just go through the exhibits. I
2 show Exhibit 32 withdrawn; 46 is a late-filed exhibit that
3 is supposed to be provided close of business October 23rd;
4 and 65 is a late-filed exhibit, and when is that to be
5 provided?

6 (Late-filed Exhibit 65 marked for identification.)

7 MR. HATCH: We had agreed with counsel for GTE
8 that to the extent we can find that language we will provide
9 it on Monday, which is whatever next Monday is.

10 MS. CASWELL: The 21st.

11 MR. HATCH: Yes, the 21st sounds about right.

12 CHAIRMAN CLARK: All right. Close of business
13 October 21st. Of course, late-filed exhibits are subject to
14 objections.

15 That concludes the exhibits. Anything else I need
16 to take up before we adjourn?

17 MS. CANZANO: No. Does anybody have anything
18 else?

19 CHAIRMAN CLARK: Again, I want to thank everybody
20 for preparing and for a hearing that went fairly well and
21 quickly. I appreciate it. I appreciate stipulating
22 testimony into evidence, and I thought it went well,
23 understanding that we are all under a lot of pressure to get
24 things done in a short period of time.

25 (The hearing concluded at 6:10 p.m.)

1 STATE OF FLORIDA)
 : CERTIFICATE OF REPORTERS
 2 COUNTY OF LEON)

3 We, JOY KELLY, CSR, RPR, Chief, Bureau of
 4 Reporting ROWENA NASH HACKNEY, and RUTHE POTAMI, CSR,
 RPR, Official Commission Reporters, and NANCY S.
 5 METZKE, RPR, CCR, CATHY H. WEBSTER, RPR, JANE FAUROT,
 RPR, LISA GIROD JONES, CSR, RPR, and SARAH GILROY, CP,
 RPR.

6
 7 DO HEREBY CERTIFY that the Hearing in Docket
 No. 960847-TP and 960980-TP was heard by the Florida
 8 Public Service Commission at the time and place herein
 stated; it is further

9 CERTIFIED that we stenographically reported
 the said proceedings; that the same has been
 10 transcribed under our direct supervision; and that
 this transcript, consisting of 2,134 pages, Volumes 1
 11 through 18, constitutes a true transcription of our
 notes of said proceedings.

12 DATED this 17th day of October, 1996.

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