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October 18, 2001

## **BY HAND DELIVERY**

Ms. Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: ALLTEL Communications, Inc.; Docket No. 010302-TP

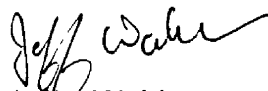
Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket are the original and fifteen (15) copies of ALLTEL Post-Hearing Statement and Brief. We are also submitting the Joint Motion on a 3.5" high-density diskette using Microsoft Word 97 format, Rich Text.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,



J. Jeffrey Wahlen

JJW/jh

cc: Parties of Record

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DOCUMENT NUMBER-DATE

13257 OCT 18 2001

FPSC-COMMISSION CLERK

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: )  
 )  
Petition of ALLTEL Communications, Inc. ) Filed: October 18, 2001  
for arbitration with BellSouth Telecommuni- ) Docket No. 010302-TP  
cations, Inc. pursuant to Sec. 252 of the )  
Telecommunications Act of 1996 respecting )  
an Interconnection Agreement )  
\_\_\_\_\_ )

**ALLTEL'S POST-HEARING STATEMENT AND BRIEF**

Petitioner, ALLTEL Communications, Inc. ("ALLTEL" or the "Company"), pursuant to Order Nos. PSC-01-1127-PCO-TP and PSC-01-1810-PHO-TP, and Rule 25-22.056, Florida Administrative Code, hereby submits the following Post-Hearing Statement and Brief:

I.

**Introduction**

This proceeding began on March 8, 2001, when ALLTEL filed its Petition for Arbitration pursuant to Section 252 of the Telecommunications Act of 1996. There were eighteen (18) unresolved issues when the Petition was filed; however, the number of unresolved issues was reduced to two (2) by the date of the final hearing and, as of the date of this Post-Hearing Statement and Brief, to one (1).

The final hearing in this matter was held on September 24, 2001. By agreement of the parties, the prefiled testimony and exhibits of the parties were admitted into evidence and the parties waived cross-examination of the witnesses. ALLTEL sponsored one witness, Jayne Eve, who prefiled direct testimony and exhibits JE-1 through JE- 5.

Ms. Eve's prefiled direct testimony was admitted into the record at Tr. 6. Her exhibits JE-1 through JE-5 were assigned composite exhibit number 1 and were admitted into the record at Tr. 20.

ALLTEL's summary position on Issue No. 4, as stated for inclusion in the staff recommendation is designated with an asterisk (\*). ALLTEL's position on Issue No. 4 should be adopted by this Commission for the reasons set forth below.

### **ALLTEL's Position on the Issues**

**Issue 1:** Should BellSouth be forced to forego the non-recurring charge for Order Coordination – Time Specific service orders if the parties reschedule the conversion because BellSouth is unable to perform the conversion within one hour of the time specified on the order?

**Position:** This issue has been resolved.

**Issue 2:** What terms and conditions should govern BellSouth's provisioning of enhanced extended loops ("EELs") and other combinations of network elements to ALLTEL?

**Position:** This issue has been resolved.

**Issue 3:** Can ALLTEL petition this Commission for a waiver when it seeks to convert tariffed special access services to UNEs of UNE combinations that do not qualify under any of the three safe harbor options set forth in the agreement?

**Position:** This issue has been resolved.

**Issue 4:** Should BellSouth's Products and Services Interval Guide be incorporated into the interconnection agreement?

**Position:** \* Yes. Under ALLTEL's proposal, BellSouth's current ordering interval "guides" would be incorporated into the Interconnection Agreement. Thereafter, they

may be shortened by BellSouth, unilaterally, but may only be lengthened with ALLTEL's concurrence. ALLTEL's proposal would provide certainty and fairness for business planning purposes and meeting customer commitments.

**Argument:** Issue 4 relates to: (a) whether the interconnection agreement should contain language which formally establishes certain time intervals which BellSouth must follow in processing product and service orders submitted to BellSouth by ALLTEL and (b) whether ALLTEL should have the related contractual right to negotiate with BellSouth regarding any changes BellSouth desires to make in them which would otherwise be detrimental to ALLTEL.<sup>1</sup>

Establishing the initial set of provisioning time intervals would be easy. BellSouth already posts such time intervals on its internet website. Moreover, the currently published BellSouth provisioning time intervals are acceptable to ALLTEL. A problem arises with the current intervals, however, in that, they are viewed as being merely voluntary "guides" or "targets" by BellSouth, which BellSouth can change arbitrarily to ALLTEL's detriment without providing ALLTEL a meaningful right to object or have input. (Tr. p. 13, Ins. 8 - 21.)

Attachment 6, Section 3.9 of the proposed interconnection agreement is ALLTEL's proposed language relating to these provisioning intervals. It states:

**Provisioning Intervals.** The Parties have agreed to the provisioning intervals for Resale and Unbundled Network Elements as shown in Attachment 6, Exhibit A - BellSouth Products & Services Interval

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<sup>1</sup> The issue in dispute here is not the final resolution of the general performance measurement standards of the contract or the enforcement mechanisms related thereto, which will be addressed and resolved in the Commission's ongoing generic docket on performance measures. (Tr. p. 12, ln.14 through p.13, ln. 8.)

Guide, Issue 3, July, 2000 as stated or any shorter intervals as BellSouth may provide. (Tr. p. 12, ln. 19 through p. 13., ln. 2).

BellSouth objects to the inclusion of this language in the final agreement. BellSouth's first stated reason for its objection is that, "BellSouth is required to provision UNEs and interconnection to ALLTEL in a nondiscriminatory manner." And that, "These target intervals are not the standard of comparison for determining whether BellSouth is providing nondiscriminatory service to the ALECs." (Tr. p. 37, lns. 18-21). BellSouth's argument in this regard, however, is nothing more than an irrelevant, "straw man" -- set up by BellSouth, to be knocked down by BellSouth. ALLTEL, however, did not make its proposal (nor any argument related thereto) in order to stop discrimination against ALLTEL or to stop discrimination against ALECs in general, as suggested by BellSouth. ALLTEL made its proposal so that ALLTEL could protect itself in its one-to-one ordering relationship with BellSouth, if BellSouth tries to take unilateral action against ALLTEL in that process that is detrimental to ALLTEL and its customers. (Exh. 3, p. 5, ln. 22 through p. 6, ln. 3.)

The ALLTEL proposal is just and reasonable. Every time BellSouth changes a provisioning interval, ALLTEL is required to change its process and procedures so that customers are not given unreasonable expectations as to when the conversion might occur. Without binding, counterbalancing controls, i.e., requiring BellSouth to negotiate about or, at least, substantiate interval changes to ALLTEL's satisfaction, it is likely that the intervals will get longer and longer. (Tr. p. 13, ln. 23 through p. 14, ln. 4).

ALLTEL relies upon the consistency of these provisioning intervals to develop internal processes and procedures, as well as relying on these intervals as a basis for

determining conversions of our customers. If that reliability is compromised because BellSouth wishes to have flexibility to change the intervals detrimentally to ALLTEL without input from ALLTEL, then competition and ALLTEL's goodwill with its customers will be impaired along with its ability to provide quality service. (Tr. p. 14, Ins. 6 - 12.)

The BellSouth posted interval targets are used by ALLTEL for submitting local service orders ("LSRs"). In preparing LSRs ALLTEL must know how many days it's going to take to convert a particular UNE. For example, if BellSouth targets seven days, ALLTEL must submit an LSR specifying that seven-day interval. ALLTEL is not allowed to submit an interval with four days, because BellSouth would just reject it, saying that their target interval is seven days. Thus, without any input from ALLTEL, BellSouth could unilaterally change this to an eight, nine or ten day interval. In any such case, in which BellSouth wants to increase the interval, ALLTEL should be allowed to require an amendment be negotiated so that BellSouth cannot arbitrarily change those intervals without affording ALLTEL input. ALLTEL relies on those intervals to provide its customers with a reasonable expectation of when their service will be converted. (Tr. p. 14, ln. 14 through p. 15, ln. 2.)

BellSouth's second argument is that BellSouth gives all ALECs, including ALLTEL, 30 days notice before it makes such changes. (Tr. p. 37, Ins. 22 - 25.) This notice is little solace to ALLTEL for two reasons. First, if the change is unreasonable and detrimental to ALLTEL, knowing about it for 30 days but not being able to change it or prevent with respect to all future orders, after it is in effect, is pointless. Second, since ALLTEL may have submitted orders to BellSouth regarding current customers, prior to receiving the notice, which have more than a 30 day due date, BellSouth could

rely on the change to cancel the order. ALLTEL is then in the position of having change its commitment to its customer or fail to meet its commitment to its customer. (Exh. 3, p. 6, ln. 4 through p. 7 ln. 2).

For the foregoing reasons, the Commission should approve ALLTEL's proposed language regarding Issue 4.

**Issue 5:** When should enforcement mechanisms for service quality measurements become effective?

**Position:** Adopt staff's position.


**Issue 6:** What is the relevant period for determining whether penalties for failure to meet service quality measurements should be assessed?

**Position:** This issue has been resolved.

Respectfully submitted this 18th day of October, 2001.

ALLTEL Communications, Inc.  
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Attorneys for ALLTEL Communications, Inc.



**CERTIFICATE OF SERVICE**

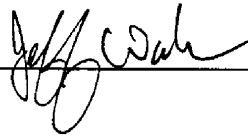
I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail or hand delivery (\*) this 18<sup>th</sup> day of October, 2001, to the following:

Jason Fudge \*  
Division of Legal Services  
Florida Public Service Commission  
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Tallahassee, FL 32399-0850

BellSouth Telecommunications, Inc. \*  
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c/o James Meza III  
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Tallahassee, FL 32301-1556

R. Douglas Lackey  
Andrew D. Shore  
BellSouth Telecommunications, Inc.  
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Attorney



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