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BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF RONALD M. PATE
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 030137-TP
JUNE 25, 2003

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

A. My name is Ronald M. Pate. I am employed by BellSouth Telecommunications, Inc. ("BellSouth") as a Director, Interconnection Operations. In this position, I handle certain issues related to local interconnection matters, primarily operations support systems ("OSS"). My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

A. Yes. I filed direct testimony – with exhibits – on May 19, 2003.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my rebuttal testimony is to address various concerns and issues raised in the direct testimony filed by ITC^DeltaCom Communications, Inc. ("DeltaCom") – specifically that of DeltaCom's witness, Mary Conquest – in

1 areas related to OSS. I will respond to Ms. Conquest's allegations made against
2 BellSouth in the following:

3 Issue 9 – Nondiscriminatory Access to OSS Interfaces

4 Issue 66 – Testing of End User Data

5 Issue 67 – Availability of OSS Systems

6

7 This rebuttal testimony should be read in conjunction with my direct testimony.

8

9 Q. DO YOU HAVE ANY PRELIMINARY COMMENTS FOR THE
10 COMMISSION?

11

12 A. Yes. Ms. Conquest's testimony provides very little, if any, additional support for
13 what DeltaCom filed in its issues matrix. As such, I rely on my direct testimony
14 for response to the bulk of her testimony. I reiterate that the impasse between the
15 two companies remains primarily due to DeltaCom's continued insistence upon
16 adding the superfluous interconnection agreement language that I discussed in my
17 direct testimony. Moreover, and as I stressed in my direct testimony, these issues
18 have been or are currently being addressed in the proper forums and have no place
19 in a Section 252 arbitration.

20

21

22 **Issue 9: OSS Interfaces**

23

1 Q. DOES BELLSOUTH PROVIDE INTERFACES TO OPERATIONAL
2 SUPPORT SYSTEMS (OSS) THAT HAVE FUNCTIONS EQUAL TO THAT
3 PROVIDED TO ITS RETAIL DIVISION?
4

5 A. Yes. Ms. Conquest's statements at page 5, lines 5-19 concerning parity are
6 misguided. As I indicated in my direct testimony at page 8, line 13, parity is at
7 the heart of the unanimous state and federal commission rulings that BellSouth
8 provides nondiscriminatory access to its OSS. There have been no contrary
9 rulings since those state commissions and the FCC supported BellSouth's 271
10 applications and granted long-distance relief.
11

12 As all parties are aware, and as I stated in my direct testimony at page 9, lines 9-
13 12, there are numerous metrics and associated remedies already in place in the
14 Commission-approved SQM and SEEMs plans to ensure BellSouth's ongoing
15 compliance with regard to nondiscriminatory access. BellSouth remains
16 committed to providing nondiscriminatory access to its OSS, and no additional
17 contractual language is necessary beyond what is already contained in the
18 interconnection agreement.
19

20 Q. AT PAGE 5, LINE 17 OF HER TESTIMONY, MS. CONQUEST SAYS THAT
21 "ALL MANDATED FUNCTIONS, I.E., FACILITY CHECKS, SHOULD BE
22 PROVIDED IN THE SAME TIMEFRAMES IN THE SAME MANNER AS
23 PROVIDED IN BELLSOUTH'S RETAIL CENTERS." PLEASE RESPOND.
24

1 A. I am surprised that Ms. Conquest chose to use the facility check example in
2 Florida. BellSouth already provides facility checks for ALECs in Florida, and
3 offers to the ALECs better functionality in that regard than it does to its own retail
4 units (BellSouth *does not* provide this functionality to its retail units). From a
5 higher level perspective, it all gets back to whether BellSouth provides
6 nondiscriminatory access to its OSS, which it does, and that includes access to
7 functionality in parity or, in this specific example, better than parity, with what
8 BellSouth provides to itself, in *substantially* the same time and manner.

9
10

11 **Issue 66: Testing of End User Data**

12

13 Q. PLEASE RESPOND TO MS. CONQUEST'S CLAIM AT PAGE 11, LINE 2 OF
14 HER TESTIMONY THAT "BELLSOUTH ENJOYS THE ABILITY TO TEST
15 ITS DATA 'END TO END' USING THE TOOLS AND FORMAT THAT WILL
16 BE IN ITS PRODUCTION SYSTEMS.

17

18 A. BellSouth has built into the CLEC [ALEC] Application Verification Environment
19 ("CAVE") test bed the ability for ALECs to test data, or types of service requests,
20 up to a point that mirrors production, or a 'live' environment. Beyond that, the
21 production systems for provisioning and billing are the same systems that
22 BellSouth uses in its own 'live' environment, and those systems and functions
23 have already been tested (on behalf of the ALECs and BellSouth) to ensure
24 service order flow, completion and billing. In that regard, the ALECs *do* have the
25 same 'end-to-end' testing capability, as does BellSouth. CAVE is an appropriate

1 and robust testing environment for CLECs, and issues with CAVE should be
2 addressed in the CCP.

3
4 Even though BellSouth will implement the CCP change requests that I discussed
5 in my direct testimony at pages 10-13 that will enhance the functionality of
6 CAVE, testing parity should not be an issue. I reiterate from pages 15-16 of that
7 testimony that the state commissions and the FCC have ruled that BellSouth's
8 testing environment meets established criteria. Requests for additional testing
9 functionality correctly belong in the CCP, and inclusion of any contractual
10 language in an interconnection agreement is both inappropriate and unnecessary.

11
12

13 **Issue 67: Availability of OSS Systems**

14

15 Q. IN HER TESTIMONY AT PAGE 12, LINE 7, MS. CONQUEST SAYS THAT
16 BELLSOUTH "SHOULD FIRST OBTAIN THE CLECS' [ALECS']
17 APPROVAL OR CONSENT" IF IT WANTS TO SCHEDULE A SYSTEM
18 OUTAGE DURING NORMAL BUSINESS HOURS. PLEASE RESPOND.

19

20 A. I agree, and, in the rare situations in which a shutdown during regular business is
21 required, BellSouth does obtain the ALECs' approval or consent, as was the case
22 in the event cited by both Ms. Conquest (at page 11, line 21) and me (at page 18,
23 line 11) in our direct testimonies. As I previously explained, the ALECs were
24 part of the decision-making process in the rescheduling of the release in question,
25 ALECs were given proper notification to the altering of the posted schedule

1 according to the CCP guidelines, and no ALEC – including DeltaCom – voiced
2 any opposition at that time.

3
4 As with the other issues I have addressed in both my direct and rebuttal
5 testimonies, additional language suggested by DeltaCom on this topic is, at best,
6 unnecessary, and, at worst, onerous. On this issue, BellSouth would lose the
7 flexibility to deal with unexpected situations, and would not be able to make
8 prudent business decisions that are in the best interest of the ALEC community as
9 a whole if BellSouth is required to include DeltaCom's restrictive language. The
10 current language in the interconnection agreement is reasonable and sufficient,
11 and DeltaCom has not demonstrated otherwise.

12

13 This concludes my rebuttal testimony.