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March 22, 1996

**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: Resolution of Petition to Establish Non-Discriminatory Rates, Terms and Conditions for Interconnection Involving Local Exchange Companies and Alternative Local Exchange Companies pursuant to Section 364.162, Florida Statutes; Docket No. 950985-TP

Dear Ms. Bayo:

Enclosed for filing in the above-styled docket are the original and fifteen (15) copies of AT&T's Post-Hearing Brief.

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,

Mark K. Logan

MKL/ddj
Enclosures
cc: All parties of record

ACK ✓
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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| In re: Resolution of Petition to Establish Non-Discriminatory Rates, Terms, and Conditions for Interconnection Involving Local Exchange Companies and Alternative Local Exchange Companies Pursuant to Section 364.162, Florida Statutes | DOCKET NO. 950985-TP<br>Continental Cable, Time Warner, MFS<br>v.<br>United/Centel & GTEFL<br><br>Filed: March 22, 1996 |

**POST-HEARING BRIEF OF AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.**

AT&T Communications of the Southern States, Inc. ("AT&T"), pursuant to Rule 25-22.056, Fla. Admin. Code, files this Post-Hearing brief and states:

SUMMARY

The fostering of meaningful competition among local exchange telecommunications service providers is the central issue in this docket. The mandate of the Florida Legislature is clear. Competition is in the public interest. Section 364.01(3), Florida Statutes (1995). Moreover, the Florida Public Service Commission is directed to encourage and promote competition. Section 364.01(4)(b),(d), Florida Statutes (1995). The positions adopted by the respondents, GTE of Florida Incorporated ("GTEFL") and Central Telephone Company of Florida/United Telephone Company of Florida (Collectively, "Sprint" or "United/Centel"), are contrary to this clear, unambiguous legislative directive. GTEFL's originating responsibility plan ("ORP"), Sprint's flat rate port charge proposal and Sprint's proposed per minute usage charges will essentially hinder competition by erecting artificial barriers to market entry by alternative local exchange companies ("ALECs").

The better approach to establishing prices, terms and conditions of interconnection between local exchange companies ("LECs") and ALECs is via the adoption of a "bill and keep" or mutual traffic exchange methodology. Such an arrangement is consistent with the Legislature's mandate, simple to administer and eliminates the administrative expense necessary to track specific costs and traffic. The exchange of value associated with a bill and keep arrangement is also consistent with the statutory requirement that interconnection charges cover costs.

In the long-run, once meaningful competition actually exists and accurate cost and traffic measurement technology is developed, an actual billing scheme for the exchange of local traffic between ALECs and LECs may become appropriate. With an actual billing system, the price for interconnection should be set at the total service long run incremental cost ("TSLRIC") incurred in providing the service. TSLRIC-based pricing satisfies the statutory requirement that LECs be compensated for the cost of furnishing interconnection without violating the equally-applicable mandate that rates not provide a barrier to competition.

Physical interconnection between ALECs and the respondent LECs must be established in a manner that requires that the points of physical interconnection be available at all technically and logically unbundled interfaces to the respective LEC's network at the request of an ALEC. Such a requirement will promote efficient ALEC networks, minimize costs, and make use of arrangements commonly used by neighboring LECs today (mid-span, meet-point).

STIPULATED ISSUES

Petitioner MFS and respondent GTEFL entered into a stipulation concerning issues 4-12 and 14 which was approved by the Commission. (T 92) Those stipulated issues are not binding upon non-signatory parties, including AT&T. (T 93) Accordingly, the positions adopted by the signatories to the stipulation are not addressed in this brief.

ISSUE-BY-ISSUE ANALYSIS

Issue 1. What are the appropriate rate structures, interconnection rates, or other compensation arrangements for the exchange of local and toll traffic between the respective ALECs and Sprint and GTEFL?

> *The best compensation arrangement for the exchange of local traffic is "bill and keep" The exchange of toll traffic should be billed at current switched access rates and should be provided by Sprint and GTEFL to all toll providers at the same rates, and on the same terms and conditions.*

As competition in a local exchange market develops, each of the competing local service providers in a given territory will logically serve a percentage of the total customer market. (Cornell, T 839-40) In order that all competing companies are able to offer seamless local service it is absolutely necessary that each company be able to complete, or terminate, calls originating on the other's network. (Guedel, T 767-8) Parties should expect some form of compensation for providing this service. (Guedel, T 768)

Competition, however, must not be thwarted by the form of compensation established for the termination of local and toll traffic. Section 364.162(5), Florida Statutes (1995). Effective competition exists when one party cannot raise its prices significantly above its costs without losing customers to other suppliers in sufficient quantity that it is forced to bring its prices back into line with costs. (Cornell, T 824) But effective competition requires a first step; namely, entry into the market by viable competitors to the incumbent LEC. (Cornell T 824-5).

Pricing of local and toll traffic termination between LECs and ALECs must not create artificial barriers to entry such that effective competition could never develop. (Guedel, T 749; Cornell, T 825-7) ALECs already face natural barriers to entry into local exchange markets. These include the large capital outlays needed to enter the market; the limitations on network expansion via construction; marketing costs associated with consumers not accustomed to multiple local service providers; and the need for interdependence in the competitive marketplace. (Cornell, T 826) These barriers must not be exacerbated by onerous pricing of traffic exchange compensation. (Guedel, T 749).

The most appropriate compensation method for the exchange of local traffic is the bill and keep method, also known as mutual traffic exchange. Under bill and keep, the compensation that one company offers to another for the completion of its calls is the agreement to complete the other company's call in a like manner. (Guedel, T 747) The methodology is elegant in its simplicity. No money changes hands. There is no bill preparation or bill rendering involved, nor is there a need to review bills for accuracy. Cost studies are not required to make the system work. Finally, given that initial volumes of traffic are expected to be small, the system could be implemented quickly and without any undue burden upon the interconnecting companies. (Guedel, T 747)

Bill and keep is clearly the most viable arrangement for the Commission to adopt initially. It also may be a suitable arrangement for the long run. As long as traffic deliveries are determined to be relatively balanced and the costs similar among LECs and ALECs, then bill and keep continues to be the most viable solution. (Guedel, T 747-8)

The respondents attempted to assert that the Commission should expect traffic to be out of balance in favor of the ALECs (LECs terminating more calls than ALECs) thus creating a disparity in value under a mutual traffic exchange scheme. (Beauvais, T 987; Poag, T 1223-5) This testimony was based upon review of traffic flow data between LECs in an EAS environment. (Poag, T 1224) However, that testimony was rebutted by Dr. Cornell in her explanation of the differences between EAS traffic flows and flows between LECs and ALECs in the same market. Dr. Cornell testified that traffic should be expected to be out of balance along EAS routes due to the concentration of services in the city or central community (Cornell, T 900-1) However, Dr. Cornell noted that in the LEC-ALEC situation the markets are overlapping, not adjacent and, therefore, balance should be expected. (Cornell, T 900-8) Moreover, Dr. Cornell and Mr. Guedel both opined that there was no reason to expect traffic flows would be significantly out of balance in favor of either a LEC or ALEC in the long run. (Cornell, T 837; Guedel, 779) This opinion is based upon the eminently sound and, unrebutted rationale that ALEC and LEC customers will call one another with the same frequency they did when the entire market was controlled by a monopoly supplier LEC. (Cornell T 839-40)

It is also clear that bill and keep meets the statutory mandate that the charge set for interconnection cover the LEC's cost. Section 364.162(4), Florida Statutes (1995). As the alternate staff recommendation in the MFS/MCI-Metro Petition, approved by the Commission on March 5, 1996 (order pending) noted, mutual traffic exchange results in "in kind" payments which is an adequate form of compensation under the statute. Public Service Commission Docket Number 950985TP, Staff Recommendation, at p. 30. Similarly, in the petitions at issue here, witness Cornell testified that mutual traffic exchange results in payments that are "in kind" rather than "in cash". (Cornell, T 840)

While bill and keep is a sound, efficient long-term method for compensating LECs and ALECs for terminating each other's calls, once effective competition develops and some of the complications associated with billing and costing are addressed, then, and only then, should the Commission consider actual billing for the termination of local calls. The rate for such billing should be no more than the billing company's total service long run incremental cost (TSLRIC) that the LEC or ALEC incurs in providing the service. (Guedel, T 770) TSLRIC covers all costs recoverable pursuant to Section 364.162(4), Florida Statutes and includes a reasonable return on investment without imposing an artificial barrier to competition. (Guedel, T 771)

Both Sprint and GTEFL propose variants based upon switched access rates. GTEFL's proposal basically employs switched access charges less the Carrier Common Line Charge ("CCL") and the Residual Interconnection Charge ("RIC"). (Beauvais, T 993, 1041-2) Sprint's proposed option of a flat rate port charge at the DS1 level is also tied to existing switched access charges. (Poag, T 1183-4 Both of these proposals should be rejected by the Commission as the rates are excessive and would result in a price squeeze.

Witness Cornell testified that any rate charged for terminating calls that is higher than TSLRIC is excessive as it would create a barrier to market entry. (Cornell, T 863) Dr. Cornell further noted that GTEFL's proposal (switched access less CCL and RIC) resulted in a rate exceeding GTEFL's costs and therefore the actual TSLRIC. (Cornell, T-862) Similarly, Dr. Cornell found that Sprint's proposed rates include a contribution to cover a portion of Sprint's shared and common costs. (Cornell, T 873) Again, the inclusion of contribution results in a rate above TSLRIC and is therefore excessive.

Approval of GTEFL or Sprint's above-TSLRIC rates would result in a price squeeze. (Cornell, T 842). A price squeeze results when a monopoly supplier of inputs also competes to sell the end user service. If that monopoly supplier sets the price or prices of the bottleneck monopoly at a level such that its end user price does not recover both the price(s) for the monopoly input(s) and the rest of the costs of producing the end user service(s) a price squeeze exists. In a price squeeze scenario, a competitor dependent on the monopoly supplier that is as efficient as the monopolist cannot cover all its cost at the price charged by the monopolists. The result is an absolute barrier to entry. (Cornell, T 843) As such, any pricing above the LEC's TSLRIC for call termination acts as a barrier to competition and should not be approved for tariff by the Commission.

The exchange of toll traffic should be billed at switched access rates. While not a part of this docket, AT&T submits that, ultimately, switched access rates should also be set at TSLRIC. (Guedel, T 772-3; 789)

Issue 2. If the Commission sets rates, terms and conditions for interconnection between the respective ALECs and United/Centel and GTEFL, should United/Centel and GTEFL tariff the interconnection rate(s) or other arrangements?

*Yes*

Sprint and GTEFL should be required to tariff the interconnection rate(s) or other arrangements set by the Commission for interconnection between the respective ALECs and United/Centel and GTEFL. These tariffs, while available to any other ALEC, must not be used to thwart good faith negotiations between non-petitioning parties and either respondent pursuant to Section

364.162, Florida Statutes (1995).

Issue 3. What are the appropriate technical and financial arrangements which should govern interconnection between the respective ALECs and United/Centel and GTEFL for the delivery of calls originated and/or terminated from carriers not directly connected to the respective ALEC's network?

*For local calls, Sprint and GTEFL should be entitled to charge the originating ALEC the TSLRIC associated with the tandem switching function. For toll calls, standard, meet-point billing arrangements should apply*

When two or more ALECs are interconnected with a LEC, but not with each other, the LEC should be required to perform the intermediary function of a transit carrier notwithstanding the fact that no LEC customer is involved in either origination or termination of the call. The LEC, as the historical monopoly local service provider, must provide this function as all carriers have to connect to the LEC.

The LEC's compensation for intermediary handling of local traffic should be priced at the TSLRIC of the tandem switching function. (Guedel, T 787) The intermediary handling of toll traffic by a LEC via the tandem transport function requires the application of access charges consistent with standard meet-point billing arrangements. (Guedel, T 788) Moreover, consistent with general meet-point billing arrangements, to the extent that the RIC may be billed such charges should be collected by the party providing end office switching (here the ALEC). (Guedel, T 787)

Issue 4. What are the appropriate technical and financial requirements for the exchange of intraLATA 800 traffic which originates from the respective ALECs' customer and terminates to an 800 number served by or through United/Centel and GTEFL?

*When an ALEC customer places an 800 call that terminates to a LEC 800 number, the LEC should compensate the ALEC with appropriate 800 originating access charges and an 800 database query charge*

To the extent not stipulated or otherwise resolved via negotiation, the Commission should require United/Centel to pay an ALEC 800 number originating access charges and an 800 number database query charge when an ALEC customer places an 800 number call to a United/Centel customer. To determine where to send the call, the ALEC will have to first query the 800 number database. Once it determines that the 800 number belongs to a United/Centel customer, the ALEC must forward the call along with the call detail information to United/Centel. Therefore, the ALEC should be compensated for performing these functions.

Issue 5a: What are the appropriate technical arrangements for the interconnection of the respective ALEC's network to United/Centel and GTEFL's 911 provisioning network such that the respective ALEC's customers are ensured the same level of 911 service as they would receive as a customer of United/Centel or GTEFL?

*The provision of 911 service to ALEC customers requires interconnection of ALEC facilities at the appropriate LEC 911 tandem. The ALEC should have the option of building or leasing the necessary trunking facilities to the interconnection point.*

Interconnection between the LEC and the ALEC at the LEC's 911 tandem is critical. ALECS should have the option of either building or leasing the necessary trunking facilities to this interconnection point.

Issue 5b: What procedures should be in place for the timely exchange and updating of the respective ALEC's customer information for inclusion in appropriate E911 databases?

*Procedures must be established to ensure a seamless E911 database regardless whether the customer is served by a LEC or ALEC. ALEC information must be updated on the LEC database in the same manner as LEC data. Electronic interfaces between the ALEC and the 911/E911 databases should also be established.*

Accurate, up-to-date E911 data is obviously of critical interest to both the ALEC and LEC. Accordingly, procedures must be established to ensure that the ALEC customer information is updated as effectively as is the customer information of the incumbent LEC. Optimally, electronic interfaces should be established between the ALEC and the appropriate 911/E911 databases.

Issue 6: What are the appropriate technical and financial requirements for operator handled traffic flowing between the respective ALECs and United/Centel and GTEFL including busy line verification and emergency interrupt services?

*Busy Line Verification and Emergency Interrupt (BLV/I) should be made available to all local service providers. In most cases trunking arrangements must also be established. If the ALEC utilizes the LEC's BLV/I operators and services, the LEC should charge the ALEC appropriate tariffed rates*

BLV/I should be made available by LECs and ALECs. If the ALEC provides its own operators then : (1) the ALEC should provide BLV/I within its own network, and (2) inward trunking arrangements must be established between ALEC and operators for the purposes of intercompany BLV/I. If the ALEC utilizes LEC BLV/I operators and services, then inward trunks would have to be established between the ALEC switch and the LEC operators for all BLV/I. If the ALEC utilizes the LEC's BLV/I operators and services, the LEC should charge the ALEC the appropriate tariffed rates. In addition, each company should bill its end users for BLV/I as applicable at its tariffed rates.

Issue 7: What are the appropriate arrangements for the provision of directory assistance services and data between the respective ALECs and United/Centel and GTEFL?

*The LECs should include directory information regarding ALEC customers in its Directory Assistance Database. Electronic interfaces should be established to allow an ALEC to update database information regarding its customers.*

The LECs should be required to include directory information regarding ALEC customers in their Directory Assistance Database. ALECs should then be allowed either to: (i) pay the LECs for use of their operators to provide Directory Assistance to the ALEC's customers; (ii) pay for access to the database so that the ALEC may utilize its own operators to provide Directory Assistance to its customers; or (iii) purchase the database. In any event, the LECs should be required to establish electronic interfaces with ALECs in order for them to update their customer information in the database in the most timely and efficient manner possible.

Issue 8: Under what terms and conditions should United/Centel and GTEFL be required to list the respective ALEC's customers in its white and yellow pages directories and to publish and distribute these directories to the respective ALEC's customers?

*The LECs should include basic white page listings for ALEC residential customers and basic yellow page and business white page listings for ALEC business customers. The LECs should distribute these directories to ALEC customers at no charge. ALECs will provide the LECs with necessary customer information.*

The LECs should include basic white page listings for ALEC residential customers and basic yellow page listings (as well as business white page listings as available to LEC customers) for ALEC business customers. The LECs should include all ALEC customers in the distribution of white and yellow pages. The LECs should not charge the ALEC or the ALEC's customers for these services. Additional or enhanced directory listings should be made available to ALEC customers at the same rates, terms and conditions as available to LEC customers. The ALEC will be responsible for providing the LEC accurate directory information in an established format and in a timely manner.

Issue 9: What are the appropriate arrangements for the provision of billing and collection services between the respective ALECs and United/Centel and GTEFL, including billing and clearing credit card, collect, third party and audiotext calls?

*To the extent such arrangements exist today between LECs or between LECs and IXCs, the same arrangements should be made available to ALECs.*

To the extent the respective ALECs and LECs are unable to successfully negotiate the terms and conditions for the provision of billing and collection services, the Commission should require at a minimum that the current arrangements that exist be made available by the LECs to the ALECs.

Issue 10: What arrangements are necessary to ensure the provision of CLASS/LASS services between the respective ALECs and United/Centel and GTEFL's networks?

*Unbundling and interconnection of the SS7 signaling network is required.*

The provision of CLASS features requires the unbundling and interconnection of the SS7 signaling network. The LECs and the

ALECs should work together in linking the SS7 arrangements and protocols to ensure total interoperability of CLASS/LASS features between their respective networks.

Issue 11: What are the appropriate arrangements for physical interconnection between the respective ALECs and United/Centel and GTEFL, including trunking and signalling arrangements?

*Interconnection should take place either at the LEC tandem, end-office or a central point. Collocation of ALEC facilities and various trunking arrangements should be permitted. Separate trunk groups for local and toll traffic should not be required. Unbundled SS7 signaling and interface arrangements should be provided.*

The Commission should require that interconnection be available at all technically and logically possible unbundled interfaces to the LEC's network. Today, interconnection typically occurs at the LEC's tandem, the LEC's end office, or an agreed upon meet point (the so-called mid-span meet arrangement). (Guedel, T 740-1) LECs frequently interconnect with one another via a mid-span meet arrangement. (Devine, T 528,) Therefore, this Commission should require that interconnection occur at all technically feasible points of interconnection, including mid-span meet arrangements. The Commission should not allow the LECs to deny potentially less costly, yet technically feasible arrangements, to ALECs merely because ALECs are, or are attempting to, compete with the LECs in a given territory.

Moreover, this Commission should not allow the LECs to unilaterally determine which interconnection points they will offer. ALECs should be able to select the interconnection method that they require. (Guedel, T 742-3) By allowing this decision to be made by the ALECs, any incentive the LECs may have to impede competition by selecting the methods of interconnection that will be the most costly for its competitors is diminished. (Cornell, T 844) By contrast, the ALECs will select the method of interconnection that minimizes their costs so that they can attract customers by offering either lower prices or improved services. Therefore, competition will be spurred and Florida customers will benefit if ALECs are able to select the method of interconnection that they require.

The facilities used to actually join the LEC's network with an ALEC's network should be technically feasible and efficient. These facilities include trunking arrangements and signaling and interface arrangements. The Commission should require that trunking arrangements be either two-way or one-way at the ALEC's discretion. One-way trunks carry traffic in only one direction whereas two-way trunks carry traffic in both directions. Although two-way trunks are often more efficient than one-way trunks because more traffic can be carried on a given number of circuits, ALECs should be afforded the opportunity to select one-way trunking facilities because they do not fall prey to some of the numerous administrative inefficiencies associated with two-way trunking.

Likewise, the Commission should not require that separate trunk groups be used for local and toll traffic. Entrants should be allowed to select the form of trunking that is most efficient for them, including being able to put both local and toll traffic on the same trunks, in order to minimize costs.

Finally, the LECs also should be required to provide unbundled SS7 signaling and interface arrangements (where available) in conjunction with interconnection. By requiring the LECs to provide these arrangements, call processing information will be able to be passed between various network elements.

Issue 12: To the extent not addressed in the number portability docket, Docket No. 950737-TP, what are the appropriate financial and operational arrangements for interexchange calls terminated to a number that has been "ported" to the respective ALECs?

*The LECs are entitled only to the switched access charges associated with the local transport function (either dedicated or tandem/common transport elements). If the LECs bill the non-transport switched access charges, they should be remitted to the ALEC or local number portability charges should be adjusted.*

When an interexchange call is terminated to a number that has been ported to an ALEC, the LEC should be entitled to only those switched access charges associated with the local transport function (either the dedicated or tandem/common transport elements) required to transport the call to the LEC office from which the call will be ported to the ALEC. Therefore, the LEC is compensated for all costs it incurs for transporting the call. In addition, the LEC will recover those costs associated with the provision of remote call forwarding ("RCF") in its local number portability rate. If this Commission allows a LEC to not only bill these charges but also the non-transport switched access charges, the LEC is provided a strong financial incentive to delay a true local number portability solution for as long as possible.

Most would agree that the optimal number portability solution is the database solution. Under a database number portability solution, an interexchange call placed to an ALEC customer will be routed directly to the ALEC for termination. Thus the LEC is not in the call path at all. Therefore, the LEC does not have an opportunity to exact unnecessary fees from its competitors. Hence, the LEC will have a strong interest in delaying the move from a RCF arrangement to a database solution if it is allowed to benefit financially from this temporary solution. This Commission therefore should reject any fee structure that will delay the benefits of true local number portability to Florida subscribers.

In addition to and notwithstanding the above, if the LEC bills the non-transport switched access charges in this arrangement, the associated revenues should be remitted to the ALEC that terminates the call to the customer. If this cannot be accomplished, then this Commission should require the LEC to provide adjustments to its local number portability charges.

Issue 13: What arrangements, if any, are necessary to address other operational issues?

*AT&T has not identified any necessary arrangements to address other operational issues associated with this docket.*

Issue 14: What arrangements, if any, are appropriate for the assignment of NXX codes to the respective ALECs?

*The LECs, as administrator of the number assignment process in Florida, should make numbers available to all ALECs in the same manner as it makes numbers available to itself or other LECS.*

This Commission should not allow discrimination in the assignment of NXX codes. If ALECs are provided sufficient NXX codes so that they can assign numbers to customers out of NXXs that correspond to the same geographic areas as the LEC, then there should be no problem distinguishing local calls from toll calls.

Legal Issue 15: To what extent are the non-petitioning parties that actively participate in this proceeding bound by the Commission's decision in this docket as it relates to Sprint-United/Centel?

This issue was decided by the Commission on the first day of hearing. (T 92)

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

**DOCKET NO. 950985-TP**

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by next day express mail, U. S. Mail or hand-delivery to the following parties of record this 22 day of March, 1996.

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