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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Consideration of BellSouth)	DOCKET NO. 960786-TL
Telecommunications, Inc. entry into)	
InterLATA services pursuant to Section)	FILED: July 31, 1997
271 of the Federal Telecommunications)	
Act of 1996.)	

REBUTTAL TESTIMONY OF JULIA STROW
ON BEHALF OF INTERMEDIA COMMUNICATIONS INC.

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1 Q: PLEASE STATE YOUR NAME, EMPLOYER, POSITION, AND
2 BUSINESS ADDRESS.

3 A: My name is Julia Strow. I am employed by Intermedia
4 Communications Inc. ("Intermedia") as Director,
5 Strategic Planning and Regulatory Policy. My business
6 address is 3625 Queen Palm Drive, Tampa, Florida
7 33619.

8 Q: WHAT ARE YOUR RESPONSIBILITIES IN THAT POSITION?

9 A: I am the primary interface between Intermedia and the
10 incumbent local exchange carriers ("ILECs"). In that
11 capacity, I am involved in interconnection
12 negotiations and arbitrations between Intermedia and
13 the ILECs. I am also primarily responsible for
14 strategic planning and the setting of Intermedia's
15 regulatory policy.

16 Q: DID YOU FILE DIRECT TESTIMONY IN THIS PROCEEDING?

17 A: Yes. I filed direct testimony on behalf of Intermedia
18 on July 17, 1997.

19 Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

20 A: The purpose of my testimony is to respond to the
21 issues and factual assertions set out in the testimony
22 filed by BellSouth Telecommunications, Inc.
23 ("BellSouth") in this proceeding. In particular, I
24 will show that, contrary to the representations made
25 by BellSouth before the Florida Public Service
26 Commission (the "Commission"), BellSouth has not met

1 its burden of proof in demonstrating that it has met
2 its obligations under the federal Telecommunications
3 Act of 1996 (the "1996 Act"), the Federal
4 Communications Commission's ("FCC") regulations
5 promulgated thereunder, and other relevant Commission
6 rules and regulations. Specifically, BellSouth has
7 not satisfied the requirements necessary to obtain in-
8 region interLATA authorization. I will rebut
9 BellSouth's claims that it has met the requirements of
10 either section 271(c)(1)(A) (hereinafter, "Track A")
11 or section 271(c)(1)(B) (hereinafter, "Track B") of
12 the 1996 Act. I will demonstrate that, regardless of
13 the "track" which BellSouth elects to pursue,
14 BellSouth has not met the 14-point "competitive
15 checklist" consistent with the requirements of Section
16 271(c)(2)(B) and the FCC regulations promulgated
17 thereunder.

18 **Q:** PLEASE SUMMARIZE YOUR TESTIMONY.

19 **A:** The record in this proceeding overwhelmingly
20 demonstrates that BellSouth has not met the
21 requirements of the 1996 Act. First, BellSouth has
22 failed to meet the threshold requirement of satisfying
23 the requirements of either Track A or Track B.
24 Second, BellSouth has not met the fourteen-point
25 competitive checklist through either its
26 interconnection agreements with competing carriers or

1 its Statement of Generally Available Terms and
2 Conditions ("SGAT"). Thus, regardless of which Track
3 BellSouth elects to pursue to obtain in-region
4 interLATA authorization, BellSouth has failed to meet
5 its statutory obligations. Because BellSouth has not
6 carried its burden of demonstrating compliance with
7 the applicable provisions of the 1996 Act and the FCC
8 regulations, the Commission should reject BellSouth's
9 SGAT at this time. The record clearly shows
10 BellSouth's SGAT does not comply with the fourteen-
11 point checklist; nor has BellSouth demonstrated that
12 it has fully implemented interconnection agreements
13 that satisfy the fourteen-point checklist. Therefore,
14 the Commission should find that, at this time,
15 BellSouth's petition for entry into the in-region
16 interLATA market under Section 271 is premature.

17 OVERVIEW AND STATUTORY COMPLIANCE

18 **Q: WHAT MUST BELLSOUTH DEMONSTRATE IN ORDER TO PROVE THAT**
19 **IT COMPLIES WITH ITS OBLIGATIONS UNDER THE 1996 ACT**
20 **FOR IN-REGION INTERLATA AUTHORITY?**

21 **A:** Separate and apart from satisfying the threshold
22 requirements of Section 271(c)(1)(A) or Section
23 271(c)(1)(B), BellSouth must satisfy each and every
24 requirement of Section 271(c)(2)(B) of the 1996 Act
25 and the relevant FCC and Commission regulations. It
26 would not be enough if BellSouth were able to satisfy

1 some or most of the checklist items and the relevant
2 FCC and Commission regulations. Rather, BellSouth
3 must demonstrate that it is in full compliance with
4 all the requirements of Section 271(c)(2)(B).
5 Moreover, "paper compliance" would not be sufficient
6 to comply with the requirements. Rather, it is
7 critical that BellSouth is actually providing the
8 checklist items which would allow competitive
9 providers of telephone exchange a meaningful
10 providers of telephone exchange a meaningful
11 opportunity to compete at parity with BellSouth.
12 Thus, the Commission should view with skepticism
13 BellSouth's assertions of compliance where, as here,
14 there is overwhelming evidence that the competitive
15 situation is other than what BellSouth paints it to
16 be. Of course, in order to obtain in-region interLATA
17 authority, pursuant to Section 271(d)(3) of the 1996
18 Act BellSouth also must satisfy the requirements of
19 Section 272 of the 1996 Act and, further, must
20 demonstrate that its entry into the in-region
21 interLATA market would be in the public interest. It
22 is, however, the FCC's role (in consultation with the
23 Department of Justice ("DOJ"))--not the Commission's--
24 to make these latter determinations.

24 **Q:** **HAVE YOU REVIEWED THE DIRECT TESTIMONY FILED BY**
25 **BELLSOUTH IN THIS PROCEEDING?**

26 **A:** Yes. I have read the prefiled direct testimony of

1 Alphonso J. Varner, Gloria Calhoun, William Stacy, W.
2 Keith Milner, and Robert C. Scheye.

3 Q: HAVE YOU REVIEWED THE DOCUMENTS SUBMITTED BY BELLSOUTH
4 IN SUPPORT OF ITS SGAT?

5 A: I have reviewed some of the supporting documentation
6 submitted by BellSouth. As the Commission is aware,
7 BellSouth submitted 86 volumes of supporting
8 documentation in this proceeding (see Milner
9 Testimony, at 3).

10 Q: DO YOU AGREE WITH BELLSOUTH'S INTERPRETATION OF
11 SECTION 271(c)(1)(B)?

12 A: I do not. Mr. Varner claims that "the 'no such
13 provider' phrase in Subparagraph (B) plainly states
14 that Track B remains open until a facilities-based
15 competitor meeting the definition in Subparagraph
16 271(c)(1)(A) requests access and interconnection."
17 See Varner Testimony, at 12. Thus, Mr. Varner ties
18 the availability of Track B to a request for access
19 and interconnection from a carrier that is already
20 competing in the local exchange market. This
21 interpretation is manifestly at odds with the plain
22 language and legislative history of the statute, the
23 Department of Justice's evaluations in the SBC-
24 Oklahoma¹ and Ameritech-Michigan² Section 271

25 ¹ Application of SBC Communications Inc. et al. Pursuant to
26 Section 271 of the Telecommunications Act of 1996 to
27 Provide In-Region, InterLATA Services in the State of

1 proceedings, and the FCC's recent decision rejecting
2 SBC Communications, Inc.'s Section 271 application.³

3 As the FCC has concluded:

4 Congress intended to preclude a
5 BOC [Bell Operating Company]
6 from proceeding under Track B
7 when the BOC receives a request
8 for access and interconnection
9 from a prospective competing
10 provider of telephone exchange
11 service, subject to the
12 exceptions in section
13 271(c)(1)(B) Thus, we
14 interpret the words "such
15 provider" as used in section
16 271(c)(1)(B) to refer to a

17 *Oklahoma*, CC Docket no. 97-121, Evaluation of the United
18 States Department of Justice (filed May 16, 1997) ("SBC-
19 Oklahoma Evaluation") (appended as Attachment JS-3 to
20 Julia Strow's direct testimony).

21 ² *Application of Ameritech Michigan Pursuant to Section 271*
22 *of the Telecommunications Act of 1996 to Provide In-*
23 *Region, InterLATA Services in the State of Michigan*, CC
24 Docket No. 97-137, Evaluation of the United States
25 Department of Justice (filed June 25, 1997) (appended as
26 Attachment JS-4 to Julia Strow's direct testimony).

27 ³ *Application by SBC Communications, Inc. Pursuant to*
28 *Section 271 of the Communications Act of 1934, as*
29 *Amended, to Provide In-Region, InterLATA Services in*
30 *Oklahoma*, Memorandum Opinion and Order, CC Docket No. 97-
31 121 (rel. June 26, 1997) ("SBC Order") (appended as
32 Attachment JS-2 to Julia Strow's direct testimony).

1 potential competing provider of
2 the telephone exchange service
3 described in section
4 271(c)(1)(A). We find it
5 reasonable and consistent with
6 the overall scheme of section
7 271 to interpret Congress' use
8 of the words "such provider" in
9 section 271(c)(1)(B) to include
10 a potential competing provider.
11 This interpretation is the more
12 natural reading of the statute
13 because . . . it retains the
14 meaning of the term "request."
15 . . . To give full effect to the
16 term "request," we therefore
17 interpret the words "such
18 provider" to mean any such
19 potential provider that has
20 requested access and
21 interconnection.⁴

22 **Q: HAS BELLSOUTH MET THE REQUIREMENTS OF TRACK B?**

23 **A:** No, contrary to BellSouth's apparent suggestions,
24 BellSouth has not met the requirements of Track B.
25 The record evidence in this proceeding clearly

26 ⁴ *SBC Order*, at 20, ¶ 34.

1 demonstrates that several "qualifying requests" for
2 access and interconnection have been submitted to
3 BellSouth by competing providers of telephone exchange
4 service. As BellSouth readily acknowledges, BellSouth
5 has entered into interconnection agreements with over
6 55 competitors in the State of Florida (see Varner
7 Testimony, at 17). It is my understanding that many
8 of these interconnection agreements, if fully
9 implemented, would result in the provision of
10 telephone exchange service to residential and business
11 subscribers in the manner described in Section
12 271(c)(1)(A). As long as these qualifying requests
13 remain unsatisfied, the requirements of Section
14 271(c)(1)(A) would remain unsatisfied, and BellSouth
15 would remain foreclosed from obtaining in-region
16 interLATA authority under Track B.

17 **Q: DOES BELLSOUTH MEET THE REQUIREMENTS OF TRACK A AT**
18 **THIS TIME?**

19 **A:** No. Contrary to Mr. Varner's assertion (see Varner
20 Testimony, at 16), BellSouth does not meet the
21 requirements of Track A at this time. Section
22 271(c)(1)(A) of the 1996 Act requires that in order to
23 satisfy the requirements of Track A, a BOC must
24 demonstrate that it "is providing access and
25 interconnection to its network facilities for the
26 network facilities of one or more unaffiliated

1 competing providers of telephone exchange service . .
2 . to residential and business subscribers," and the
3 telephone exchange service is being offered by the
4 competing providers "either exclusively over their own
5 . . . facilities or predominantly over their own . .
6 . facilities in combination with the resale" of
7 another carrier's telecommunications services. 47 USC
8 § 271(c)(1)(A). While BellSouth has entered into one
9 or more binding agreements approved under Section 252
10 of the 1996 Act with unaffiliated competing providers
11 of telephone exchange service, BellSouth is not
12 providing access and interconnection to its network
13 facilities as contemplated by Section 271(c)(1)(A), as
14 the record in this proceeding demonstrates. The 1996
15 Act requires meaningful facilities-based competition
16 for business and residential customers--whether
17 provided by a single competitive provider or a
18 combination of providers--as a condition-precedent to
19 a BOC entry into the in-region interLATA market. The
20 record in this proceeding does not show that
21 BellSouth's competitors are providing telephone
22 exchange service to both residential and business
23 customers either exclusively over their own facilities
24 or predominantly over their own facilities in
25 combination with resale. It is BellSouth's burden to
26 prove otherwise, and it has not done so in this case.

1 Q: IS INTERMEDIA PROVIDING SERVICE TO RESIDENTIAL
2 CUSTOMERS EITHER OVER ITS OWN TELEPHONE EXCHANGE
3 FACILITIES OR PREDOMINANTLY OVER ITS OWN TELEPHONE
4 EXCHANGE FACILITIES?

5 A: No. As stated in my direct testimony, Intermedia is
6 providing telephone exchange service to residential
7 customers on a very limited scale, only through
8 resale, and only where residential lines are billed
9 through the customer's business account. This does
10 not constitute provision of competitive residential
11 services adequate to meet the requirements of Section
12 271(c)(1)(A) of the 1996 Act.

13 Q: ARE YOU AWARE OF A COMPETITIVE PROVIDER OF TELEPHONE
14 EXCHANGE SERVICE PROVIDING FACILITIES-BASED SERVICE TO
15 RESIDENTIAL CUSTOMERS IN FLORIDA?

16 A: I am not aware of any such provider in Florida. Mr.
17 Varner claims that there are unaffiliated competing
18 providers providing telephone exchange service to
19 residential and business customers predominantly over
20 their own facilities or in combination with resale in
21 Florida (see Varner Testimony, at 22, 23). However,
22 Mr. Varner fails to name these alleged providers. I
23 note that, while the 1996 Act does not require a
24 qualifying facilities-based provider to serve both
25 residential and business customers, if BellSouth is
26 relying on a single provider to justify its petition

1 for interLATA relief, that provider would have to be
2 competing with BellSouth and serving both business and
3 residential customers. This is consistent with the
4 DOJ's evaluation in the SBC-Oklahoma Section 271
5 proceeding. See *SBC-Oklahoma Evaluation*, at 10.
6 Similarly, the service or services being provided by
7 the competing provider must be, among other things,
8 significant and geographically dispersed in order for
9 BellSouth to qualify under Track A.

10 **Q:** DO YOU AGREE WITH BELLSOUTH'S ASSERTION THAT IF IT
11 DOES NOT QUALIFY UNDER TRACK A, THEN TRACK B BECOMES
12 OPEN TO BELLSOUTH?

13 **A:** No. BellSouth's position is based on the argument
14 that Congress intended after 10 months that one of the
15 two tracks be available to BellSouth upon compliance
16 with the competitive checklist (see Varner Testimony,
17 at 24). Thus, BellSouth's interpretation of Section
18 271 would ensure that, after ten months, a BOC either
19 satisfies the requirements of Section 271(c)(1)(A) or
20 is eligible to proceed under Track B. This
21 interpretation of the 1996 Act is clearly erroneous.
22 In fact, both the DOJ and the FCC rejected this
23 interpretation by SBC Communications. As the FCC
24 stated:

25 [I]f we were to find that only a
26 request from an operational

1 competing facilities-based
2 provider of residential and
3 business service forecloses
4 Track B, this would guarantee
5 that, after ten months, the BOC
6 either satisfies the
7 requirements of section
8 271(c)(1)(A) or is eligible for
9 Track B. As the Department of
10 Justice asserts, "[s]uch an
11 interpretation of [s]ection 271
12 would radically alter Congress'
13 scheme, [by] expanding Track B
14 far beyond its purpose and, for
15 all practical purposes, reading
16 the carefully crafted
17 requirement of Track A out of
18 the statute." . . . SBC
19 advocates an interpretation of
20 the statute where the
21 circumstances under which a
22 competing provider may make a
23 "qualifying request" would be so
24 rare that, after December 8,
25 1996, Track B would be available
26 in any state that lacks a

1 competing provider of the type
2 of telephone exchange service to
3 residential and business
4 subscribers described in section
5 271(c)(1)(A).⁵

6 Congress intended Track A to be the primary vehicle
7 for BOC entry in Section 271. In contrast, Track B
8 was adopted by Congress to deal with the possibility
9 that a BOC, through no fault of its own, could find
10 that is unable to satisfy Track A. As the FCC has
11 found, Track B appropriately safeguards the BOC's
12 interests where there is no prospect of local exchange
13 competition that will satisfy the requirements of
14 Section 271(C)(1)(A) or in the event that competitors
15 purposefully delay entry in the local market in an
16 attempt to prevent a BOC from gaining in-region
17 interLATA entry. As the DOJ observes, however, "Track
18 B does not represent congressional abandonment of the
19 fundamental principle, carefully set forth in Track A,
20 that a BOC may not begin providing in-region interLATA
21 services before there are [sic] facilities-based
22 competition in the local exchange market," provided
23 these competing carriers are moving toward that goal
24 in a timely fashion. See *SBC-Oklahoma Evaluation*, at
25 17-18. BellSouth's interpretation would give it and

26 ⁵ *SBC Order*, at 28.

1 other BOCs a major incentive to delay facilities-based
2 competition, and thus would yield anticompetitive
3 results.

4 SATISFACTION OF COMPETITIVE CHECKLIST REQUIREMENTS

5 Q: WHAT MUST BELLSOUTH DO TO DEMONSTRATE THAT IT HAS
6 SATISFIED THE COMPETITIVE CHECKLIST REQUIREMENTS?

7 A: Intermedia believes that BellSouth must provide each
8 of the checklist items in a manner that will enable
9 its competitors to operate effectively. Intermedia
10 agrees with the Department of Justice that, for
11 purposes of checklist compliance, a BOC is providing
12 an item if the item is available both as a legal and
13 practical matter. Similarly, Intermedia concurs with
14 the DOJ's analysis in the SBC-Oklahoma Section 271
15 proceeding that

16 [i]f a BOC has approved
17 agreements that set forth
18 complete prices and other terms
19 and conditions for a checklist
20 item, and if it demonstrates
21 that it is willing and able
22 promptly to satisfy requests for
23 such quantities of the item as
24 may reasonably be demanded by
25 providers, at acceptable levels
26 of quality, it still can satisfy

1 the requirements with respect to
2 an item for which there is no
3 present demand.⁶

4 In sum, as the DOJ suggests, BellSouth is "providing"
5 a checklist item only if it has a concrete and
6 specific legal obligation to provide it, is presently
7 ready to furnish it, and makes it available as a
8 practical matter, as well as a formal matter. Thus,
9 unless the checklist items are practically available,
10 BellSouth has not satisfied the competitive checklist.

11 **Q: HAS BELLSOUTH CARRIED ITS BURDEN OF DEMONSTRATING THAT**
12 **COMPETING PROVIDERS OF TELEPHONE EXCHANGE SERVICE IN**
13 **FLORIDA CAN EFFECTIVELY OBTAIN AND MAINTAIN RESALE**
14 **SERVICES AND UNBUNDLED ELEMENTS?**

15 **A:** No. Section 271(c)(2)(B) of the 1996 Act requires a
16 BOC proceeding under Track A to "provide" resale
17 services and access to unbundled network elements,
18 among other items. As the DOJ has previously
19 observed,

20 because each BOC has millions of
21 access lines, meaningful
22 compliance with the requirements
23 that the BOC make available
24 resale services and access to
25 unbundled elements demands that

26 ⁶ *SBC-Oklahoma Evaluation*, at 23.

1 the BOC put in place efficient
2 processes, both electronic and
3 human, by which a CLEC
4 [competitive local exchange
5 carrier] can obtain and maintain
6 these items in competitively
7 significant numbers.⁷

8 A critical component of the wholesale support
9 processes necessary for the provision of adequate
10 resale service and unbundled elements is the
11 electronic access to the operations support systems
12 ("OSS") functions that BOCs must provide under the
13 FCC's rules. In its *Local Competition Order*,⁸ the FCC
14 required BOCs to provide access to their OSS as an
15 independent network element under Section 251(c)(3)
16 that the BOCs must provide under item (ii) of the
17 checklist. See *Local Competition Order*, at ¶ 517.
18 Because the FCC interpreted access to OSS as a term or
19 condition of providing resale services and access to
20 other elements in general, this requirement is also
21 embodied in, among other items, checklist items (iv),
22 (v), (vi), and (xiv).

23 ⁷ *SBC-Oklahoma Evaluation*, at 26

24 ⁸ *Implementation of the Local Competition Provisions in the*
25 *Telecommunications Act of 1996, First Report and Order,*
26 *CC Docket Nos. 96-98 and 95-185, FCC 96-325 (rel. Aug. 8,*
27 *1996) ("Local Competition Order").*

1 Section 251(c)(3), referenced in checklist item
2 (ii), and implicated in many other items, obligates an
3 incumbent LEC to provide access to unbundled network
4 elements (i.e., OSS functions and other elements),
5 upon request, that is "nondiscriminatory," and on
6 rates, terms, and conditions that are "just,
7 reasonable, and nondiscriminatory." Finding that
8 "just [and] reasonable . . . terms and conditions" are
9 those that "should serve to promote fair and efficient
10 competition," the FCC has required BOCs to provide
11 unbundled elements and resale services under "terms
12 and conditions that would provide an efficient
13 competitor with a meaningful opportunity to compete."
14 *Local Competition Order*, at ¶ 315. With regard to the
15 term "nondiscriminatory" in Section 251, and in
16 particular with regard to "nondiscriminatory access"
17 to unbundled elements, the FCC has interpreted the
18 term "nondiscriminatory" as requiring a comparison
19 between a BOC's access to elements and the access
20 provided CLECs (in addition to a comparison between
21 the access afforded different CLECs). This FCC
22 interpretation establishes a parity requirement where
23 a meaningful comparison can be made between a BOC's
24 and a CLEC's access to the BOC's network elements.

25 As the evidence in this proceeding suggests,
26 because nondiscriminatory access to BellSouth's OSS is

1 not completely available to CLECs, BellSouth has not
2 met its obligation to provide nondiscriminatory resale
3 and UNEs.

4 **Q: WHAT IS THE DEPARTMENT OF JUSTICE'S ROLE IN EVALUATING**
5 **BELLSOUTH'S COMPLIANCE WITH THE 1996 ACT?**

6 **A:** The 1996 Act requires the FCC to consult with the DOJ
7 with respect to any application for in-region
8 interLATA authority. The FCC is required to give
9 "substantial weight" to the DOJ's evaluation.

10 **Q: HAS THE DEPARTMENT OF JUSTICE EXPRESSED ANY OPINION**
11 **WITH RESPECT TO THE BOC'S PROVISION OF OSS?**

12 **A:** Yes. In evaluating checklist compliance with regard
13 to a BOC's OSS systems, the DOJ has indicated that it
14 will evaluate (1) the functions BOCs make available,
15 and (2) the likelihood that such systems will fail
16 under significant commercial usage. Similarly, the
17 DOJ has stated:

18 Overall, the Department will
19 consider whether a BOC has made
20 resale services and unbundled
21 elements, as well as other
22 checklist items, practicably
23 available by providing them via
24 wholesale support processes that
25 (1) provide needed
26 functionality; and (2) operate

1 in a reliable, nondiscriminatory
2 manner that provides entrants a
3 meaningful opportunity to
4 compete.⁹

5 **Q: DOES BELLSOUTH'S OSS INTERFACES ADDRESS THE DOJ'S**
6 **REQUIREMENTS?**

7 **A:** No. As explained below, BellSouth's OSS interfaces
8 are deficient in many respects and provide limited
9 capabilities to competing providers of telephone
10 exchange services.

11 **Q: DOES CHECKLIST COMPLIANCE REQUIRE AUTOMATED SUPPORT**
12 **SYSTEMS?**

13 **A:** Yes. Section 271 requires BellSouth to demonstrate
14 that it can practicably provide checklist items by
15 means of efficient wholesale support processes,
16 including access to OSS functions. These processes
17 must allow CLECs to perform preordering, ordering,
18 maintenance and repair, billing, and related
19 functions, at parity with BellSouth's retail
20 operations. Moreover, BellSouth's wholesale support
21 processes must offer a level of functionality
22 sufficient to provide CLECs with a meaningful
23 opportunity to compete using resale services and
24 unbundled network elements. Intermedia agrees with
25 the DOJ's determination that, in general, to satisfy

26 ⁹ *SBC-Oklahoma Evaluation*, at 27.

1 the checklist, wholesale support processes must be
2 automated "if the volume of transactions would, in the
3 absence of such automation, cause considerable
4 efficiencies and significantly impede competitive
5 entry." *SBC-Oklahoma Evaluation*, at 28. As
6 BellSouth's witness Gloria Calhoun has acknowledged in
7 her testimony, BellSouth is obligated to provide
8 "access to the information and functions in
9 BellSouth's OSS in substantially the same time and
10 manner as BellSouth has access when serving its retail
11 customers." Calhoun Testimony, at 4-5.

12 **Q: IS IT NECESSARY FOR BELLSOUTH TO DEMONSTRATE THAT ITS**
13 **WHOLESALE SUPPORT PROCESSES WORK EFFECTIVELY?**

14 **A:** Yes. BellSouth not only must provide the necessary
15 wholesale support processes on paper but, more
16 importantly, must demonstrate that the process works
17 in practice. As the DOJ has found:

18 [A] BOC must demonstrate that
19 its electronic interfaces and
20 processes, when combined with
21 any necessary manual processing,
22 allow competitors to serve
23 customers throughout a state and
24 in reasonably foreseeable
25 quantities, or that its
26 wholesale support processes are

1 scalable to such quantities as
2 demand increases.¹⁰

3 **Q:** **THROUGHOUT YOUR TESTIMONY, YOU REFERENCE THE DOJ'S**
4 **EVALUATIONS OF OSS IN THE SBC-OKLAHOMA AND AMERITECH-**
5 **MICHIGAN SECTION 271 PROCEEDING. IS IT YOUR POSITION**
6 **THAT THE DOJ'S ROLE INCLUDES EVALUATING OSS?**

7 **A:** Yes. Contrary to BellSouth's assertions that "the DOJ
8 has no particular expertise in systems issues" and
9 that "the DOJ's opinions concerning operational
10 support systems are neither binding nor persuasive"
11 (Calhoun Testimony, at 5), the DOJ's evaluation of
12 BellSouth's OSS should be given sufficient deference.
13 I have dealt with the DOJ on various matters, and my
14 experience indicates that the DOJ is knowledgeable in
15 all areas of local competition, including systems and
16 technologies. Indeed, the DOJ is working with
17 independent consultants that provide advice on
18 technical issues, such as OSS. For instance, the DOJ
19 had engaged Michael J. Fridus, an independent
20 consultant working with CA Hempfling & Associates, to
21 evaluate the appropriateness and comprehensiveness of
22 the performance measures of certain BOCs with respect
23 to the BOCs' wholesale functions. See, e.g.,
24 Affidavit of Michael J. Fridus on Behalf of the
25 Antitrust Division of the Department of Justice

26 ¹⁰ *SBC-Oklahoma Evaluation*, at 30.

1 (submitted in the SBC-Oklahoma Section 271
2 proceeding). Thus, the DOJ is entirely capable of
3 evaluating the BOCs' OSS capabilities. Moreover, the
4 1996 Act does not limit the subject matters on which
5 the DOJ appropriately can comment with regard to a
6 BOC's application for in-region interLATA authority.
7 Congress expressly provided that the FCC give
8 substantial weight to the DOJ's evaluation. See 47
9 U.S.C. § 271(d)(2).

10 **Q: HAS BELLSOUTH DEMONSTRATED IN THIS PROCEEDING THAT ITS**
11 **AUTOMATED SUPPORT SYSTEMS ACTUALLY WORK?**

12 **A:** No. BellSouth has not demonstrated that its wholesale
13 support processes are sufficient to make resale
14 services and unbundled network elements practicably
15 and meaningfully available when requested by a
16 competitor, as required by the competitive checklist.
17 BellSouth claims that the following interfaces provide
18 CLECs with access to information and functionality in
19 substantially the same time and manner as BellSouth's
20 access when serving its retail customers: Local
21 Exchange Navigation System ("LENS") (used for pre-
22 ordering), Electronic Data Interchange ("EDI") (used
23 for resale orders and simple unbundled network
24 elements, such as unbundled loops), Exchange Access
25 Control and Tracking system ("EXACT") (for access
26 orders, interconnection trunking, and other complex

1 unbundled network elements), and Trouble Analysis
2 Facilitation Interface ("TAFI") (for trouble repair
3 and reporting). The overwhelming evidence in this
4 proceeding, however, completely contradicts
5 BellSouth's assertions. In particular, many of these
6 interfaces have severe problems and limitations. For
7 example, as AT&T's witness Jay Bradbury pointed out in
8 his testimony, because LENS does not allow BellSouth's
9 and competing carriers' OSS to interact
10 electronically, the competing carriers' service
11 representatives must manually input data into
12 BellSouth's OSS, and then manually input that data
13 again into the competing carriers' OSS. See Bradbury
14 Testimony, at 32. In addition, as Intermedia's
15 witness Lans Chase indicated in his direct testimony,
16 LENS does not automatically send the Firm Order
17 Confirmation ("FOC") and due date. The CLEC user must
18 periodically check for FOCs, which in turn overburdens
19 the CLEC's administrative resources. See Chase
20 Testimony, at 22. Moreover, it is my understanding
21 that LENS does not automatically provide customer
22 service records ("CSRs"). Intermedia's witness Lans
23 Chase addresses this and other issues at length in his
24 rebuttal testimony.

25 Q: ARE THERE OTHER PROBLEMS ASSOCIATED WITH THE
26 INTERFACES AND ASSOCIATED PROCESSES?

1 **A:** Yes, there are other problems associated with the
2 interfaces and associated processes. For example, Ms.
3 Calhoun acknowledges that "complex" resold services
4 are not mechanized and involve substantial manual
5 handling. See Calhoun Testimony, at 14. In many
6 instances, as Intermedia has found, the BellSouth
7 employees who handle these complex orders lack the
8 necessary knowledge or training to handle them. As a
9 result, significant delays are introduced into the
10 process, which have the effect of impairing the CLECs'
11 ability to meaningfully compete with BellSouth. For
12 instance, Intermedia's recent experience with T1
13 circuits is a case in point. Intermedia placed an
14 order for unbundled T1 circuits in May of 1997,
15 following the ordering process suggested by BellSouth.
16 (See Exhibit ____ (JS-11)) Despite totally adhering to
17 the suggested ordering process, Intermedia's orders
18 were referred to, and transferred from, one BellSouth
19 organization to another, with the ultimate effect of
20 severely delaying the process. What normally should
21 have taken 7-10 days to provision took at least 6
22 weeks to complete. I question what would happen if
23 other, more complex unbundled elements or services
24 were ordered by competing carriers. Attached hereto
25 and incorporated herein by reference as Exhibit ____
26 (JS-12) is a chronology of events detailing

1 Intermedia's recent experience with T1 circuits.

2 Separate and apart from these problems is
3 BellSouth's inability to inform CLECs of changes in
4 the interfaces. New entrants need adequate
5 information concerning changes in the interfaces
6 sufficiently in advance of implementation so that they
7 can implement these changes efficiently and
8 effectively. Moreover, adequate and up-to-date
9 documentation must be available to the CLECs in order
10 to train their own employees. When competing
11 providers are kept in the dark, deliberately or
12 otherwise, with respect to changes in these critical
13 interfaces, substantial confusion and inefficiencies
14 result, which ultimately affect the entire operations
15 and profitability of competing carriers. It is
16 critical that all competing carriers - not only a
17 select few - be notified of any and all changes in the
18 interfaces.

19 Perhaps more telling of the inadequacy of
20 BellSouth's interfaces is the fact that BellSouth
21 itself does not use these interfaces, even though
22 BellSouth proclaims that some of the interfaces it
23 provides to competing carriers are "superior" to those
24 that BellSouth uses internally (see, e.g., Calhoun
25 Testimony, at 48). If, indeed, these interfaces are
26 superior to those BellSouth utilizes, why has not

1 BellSouth switched to these systems?

2 Q: IN LIGHT OF YOUR EXPERIENCE WITH BELLSOUTH'S OSS
3 INTERFACES, IS IT YOUR OPINION THAT BELLSOUTH IS
4 PROVIDING YOU WITH ACCESS TO THE INFORMATION AND
5 FUNCTIONS IN BELLSOUTH'S OSS "IN SUBSTANTIALLY THE
6 SAME TIME AND MANNER" AS BELLSOUTH HAS ACCESS WHEN
7 SERVING ITS RETAIL CUSTOMERS?

8 A: No. It is clear to me that the OSS interfaces and
9 associated processes provided by BellSouth are
10 deficient in many respects. As Ms. Calhoun correctly
11 points out, "[t]he appropriate question with regard to
12 nondiscriminatory access is whether both ALECs and
13 BellSouth have access to the information and
14 functionality in BellSouth's operational support
15 systems in substantially the same time and manner."
16 See Calhoun Testimony, at 16. The record evidence in
17 this proceeding demonstrates that the OSS interfaces
18 and associated processes provided by BellSouth are
19 cumbersome, tedious, inefficient, and otherwise
20 inadequate to handle the needs of competing carriers.
21 In contrast, the interfaces used by BellSouth are
22 generally more efficient and comprehensive.

23 Q: DOES THE RECENT 8TH CIRCUIT COURT'S DECISION CHANGE
24 BELLSOUTH'S OBLIGATIONS WITH RESPECT TO OSS?

1 **A:** No, it does not. The 8th Circuit's decision¹¹ left
2 intact the FCC's regulations relating to the provision
3 of OSS. The FCC establishes OSS as network elements
4 that must be unbundled upon request from a
5 telecommunications carrier, and interprets that such
6 systems are subject to the nondiscriminatory access
7 obligation imposed by sections 251(c)(3) (unbundled
8 access) and 252(c)(4) (resale) of the 1996 Act. See
9 *Local Competition Order*, at ¶ 516. In rejecting the
10 BOCs' assertion that the FCC's decision to require the
11 ILECs to provide competitors with unbundled access to
12 OSS unduly expands the ILECs' unbundling obligations
13 beyond the statutory requirements, the 8th Circuit
14 concluded that OSS and other vertical switching
15 features qualify as network elements that are subject
16 to the unbundling requirements of the 1996 Act. The
17 8th Circuit found that

18 the Act's definition of network
19 elements is not limited to only the
20 physical components of a network that
21 are directly used to transmit a phone
22 call from point A to point B. The Act
23 specifically provides that '[t]he term
24 'network element' means a facility or

25 ¹¹ *Iowa Utilities Board v. Federal Communications*
26 *Commission*, Nos. 96-3321, 96-3406, et al. (8th Cir.
27 1997).

1 equipment used in the provision of a
2 telecommunications service." 47
3 U.S.C.A. § 153(29). Significantly,
4 the Act defines "telecommunications
5 service" as meaning "the offering of
6 telecommunications for a fee directly
7 to the public." Id. § 153(46). Given
8 this definition, the offering of
9 telecommunications services
10 encompasses more than just the
11 physical components directly involved
12 in the transmission of a phone call
13 and includes the technology and
14 information used to facilitate
15 ordering, billing, and maintenance of
16 phone service--*the functions of*
17 *operational support systems.* Such
18 functions are necessary to provide
19 telecommunications "for a fee directly
20 to the public." Id. We believe that
21 the FCC's determination that the term
22 "network element" includes all the
23 facilities and equipment that are used
24 in the overall commercial offering of
25 telecommunications is a reasonable

1 conclusion and entitled to
2 deference.¹²

3 Thus, unbundled access to OSS was, and remains, a
4 network element which BellSouth must provide to comply
5 with the competitive checklist.

6 Q: ARE THE RATES FOR INTERCONNECTION AND UNBUNDLED
7 NETWORK ELEMENTS PROPOSED BY BELL SOUTH IN ITS SGAT
8 CONSISTENT WITH THE REQUIREMENTS OF THE 1996 ACT?

9 A: No. BellSouth used several sources as the bases for
10 the rates included in its SGAT. Where a rate was
11 arbitrated, BellSouth incorporated Commission-ordered
12 rates into the SGAT. Where a rate was not arbitrated,
13 BellSouth relied upon a number of sources, for
14 example, BellSouth's proposed price list in the
15 arbitration proceedings. Some of the proposed rates
16 are interim and subject to true-up which, by their
17 very nature, are not permanent and are inconsistent
18 with the requirements of Section 252(d). As to these
19 rates, they have not been demonstrated by BellSouth to
20 comply with the incremental cost standards
21 contemplated by the 1996 Act. As AT&T witness Don
22 Wood explains, the following rates are interim and
23 subject to true-up: the Network Interface Device
24 ("NID") (recurring only); access to the NID
25 (nonrecurring only); loop distribution for both 2-wire

26 ¹² *Id.* (emphasis added).

1 and 4-wire circuits (recurring and nonrecurring); 4-
2 wire analog ports (recurring and nonrecurring); DA
3 transport switched local channel, dedicated DS-1
4 transport per mile and per termination (recurring and
5 nonrecurring); dedicated transport per termination
6 (nonrecurring only); virtual collocation (recurring
7 and nonrecurring); and physical collocation (recurring
8 and nonrecurring). See Wood Testimony, at 22-23. It
9 would be premature to approve BellSouth's SGAT where,
10 as here, no affirmative determination has yet been
11 made by the Commission as to whether the interim rates
12 are indeed cost-based and nondiscriminatory.
13 Similarly, these rates have not been demonstrated by
14 BellSouth to comply with the incremental cost
15 standards contemplated by the 1996 Act. In fact, the
16 Georgia Public Service Commission previously rejected
17 BellSouth's interim rates on these grounds:

18 The Statement's pricing for
19 interconnection, unbundled
20 network elements, interim number
21 portability, and reciprocal
22 compensation represent interim
23 rates subject to true-up. The
24 cost-based prices for most or
25 all of these items will be
26 established by the Commission in

1 Docket No. 7061-U. Such interim
2 rates subject to true-up are not
3 cost-based under Section 252(d),
4 and as a matter of policy, if
5 not law, should not be
6 sanctioned in a Statement which
7 results in retroactive
8 rulemaking.¹³

9 **Q:** **DOES BELLSOUTH PROVIDE NONDISCRIMINATORY ACCESS TO**
10 **DATABASES AND ASSOCIATED SIGNALING?**

11 **A:** Not entirely. BellSouth has an obligation to provide,
12 among other things, signaling elements necessary for
13 call routing and completion, including Service Control
14 Points ("SCPs"), which are databases containing
15 customer and/or carrier-specific routing, billing, or
16 service instructions. SCPs/databases are the network
17 elements that provide the functionality for storage
18 of, access to, and manipulation of information
19 required to offer a particular service and/or
20 capability. The databases include, among other
21 things, Advanced Intelligent Network ("AIN").
22 BellSouth claims that it has tested its AIN Toolkit
23 1.0, which provides a CLEC with the ability to create

24 ¹³ *BellSouth Telecommunications, Inc.'s Statement of*
25 *Generally Available Terms and Conditions Under Section*
26 *252(f) of the Telecommunications Act of 1996, Order*
27 *Regarding Statement, Docket No. 7253-U (Mar. 20, 1997).*

1 and offer AIN-service applications to their end-users,
2 as well as its AIN SMS Access 1.0, which provides a
3 CLEC with access to the BellSouth-provided service
4 creation environment. See Milner Testimony, at 32.
5 It is my understanding, however, that the AIN service
6 creation tools which BellSouth uses are different from
7 those available to CLECs. In particular, I understand
8 that CLECs cannot replicate certain of BellSouth's
9 AIN-based services, such as ZipConnect and DataReach,
10 using BellSouth's Toolkit 1.0 because those services
11 are based on different AIN service creation tools.
12 Because the AIN service creation tools that are
13 available to CLECs are different from those available
14 to BellSouth, BellSouth is not now providing
15 nondiscriminatory access to databases and associated
16 signaling as required by the 1996 Act.

17 **Q:** IN YOUR DIRECT TESTIMONY, YOU INDICATED THAT BELLSOUTH
18 HAS REFUSED CERTAIN INTERCONNECTION REQUESTS BY
19 INTERMEDIA AND HAS FAILED TO IMPLEMENT CERTAIN
20 TRACKING AND DATA EXCHANGE PROCESSES IN A TIMELY
21 MANNER. HAS THE SITUATION CHANGED?

22 **A:** No, Intermedia continues to experience the same
23 problems. In particular, BellSouth has not, to this
24 day, provided unbundled frame relay network components
25 (loops and subloops) to Intermedia. With respect to
26 billing, Intermedia continues to receive conflicting

1 information as to whether billing would be through
2 CRIS or CABS. More recently, Intermedia has been
3 having problems ordering T1 circuits. These problems,
4 which have impaired Intermedia's ability to compete as
5 a facilities-based provider, are not unique to
6 Intermedia, as evidenced by the record. For example,
7 MCI claims that it has been experiencing problems with
8 respect to BellSouth's delivery of access facilities,
9 which damage MCI's ability to compete. See Gulino
10 Testimony, at 37. Similarly, ACSI describes severe
11 problems regarding BellSouth's provisioning of
12 unbundled loops, which impact ACSI's marketing of its
13 services. See Murphy Testimony, at 10-14.

14 **Q: WHAT DOES THIS MEAN IN TERMS OF BELLSOUTH'S COMPLIANCE**
15 **WITH THE COMPETITIVE CHECKLIST?**

16 **A:** Intermedia's persistent and continuing problems with
17 respect to BellSouth's provision of unbundled loops,
18 billing, and access to OSS for resale and unbundled
19 network elements, among other things, undeniably show
20 that BellSouth has not fully complied with the
21 competitive checklist.

22 **Q: SHOULD THE COMMISSION ADOPT A MECHANISM FOR MONITORING**
23 **PARITY OF PERFORMANCE?**

24 **A:** Yes. In my direct testimony, I suggested that the
25 Commission adopt a mechanism through which it can
26 determine BellSouth's compliance with its

1 nondiscrimination and parity obligations. I
2 recommended that the Commission adopt, as a starting
3 point, the standards proposed by the Local Competition
4 User Group ("LCUG") (a copy of the LCUG standards was
5 appended as Attachment JS-1 to my direct testimony).
6 See Strow Testimony, at 50. Several parties in this
7 proceeding have recommended the same performance
8 standards as a starting point for monitoring parity of
9 performance. AT&T, for example, supports the use of
10 the LCUG metrics as representative of the "critical
11 few measures" upon which an effective measurement plan
12 can be developed. See Pfau Testimony, at 6.
13 Similarly, WorldComm and the Florida Competitive
14 Carriers Association support the performance standards
15 devised by LCUG to ensure that BellSouth provides
16 nondiscriminatory OSS access at parity. See Kinkoph
17 Testimony, at 7-9; McCausland Testimony, at 24.

18 While the LCUG standards are a good starting
19 point, these standards focus on traditional voice
20 services and do not address many of the advanced data
21 services provided by BellSouth. Such provisioning
22 standards are not included in the LCUG proposal, yet
23 for CLECs with substantial data service offerings--
24 e.g., Intermedia--such standards are essential. Over
25 time, measures of BellSouth's actual performance with
26 its own customers and with competitors will define

1 standards for "parity" in the provisioning of data and
2 high-capacity services. Until reporting requirements
3 are implemented and these standards are determined,
4 Intermedia proposes that the Commission require
5 BellSouth to provision high-capacity and data circuits
6 to CLECs using provisioning intervals consistent with
7 Commission regulations and/or approved BellSouth
8 tariffs. For example, BellSouth should commit to
9 provisioning DS1, DS3, and other digitally-conditioned
10 loops (e.g., ISDN) consistent with Commission
11 regulations and/or BellSouth tariffs.

12 Regardless of the performance standards the
13 Commission ultimately adopts, it is critically
14 important to competing carriers that performance
15 measurements and reporting requirements exist against
16 which BellSouth's nondiscrimination and parity
17 obligations can be measured. Only by having
18 quantifiable and easily ascertainable performance
19 measures and reporting requirements can the Commission
20 appropriately gauge whether the requirements of the
21 1996 Act are being met.

22 **Q: PLEASE SUMMARIZE INTERMEDIA'S POSITION.**

23 **A:** BellSouth's entry into the in-region interLATA market
24 is premature based on both Intermedia's experience
25 with BellSouth and the record evidence in this
26 proceeding. BellSouth has not met the requirements of

1 Track A or Track B. Similarly, BellSouth has not met
2 its burden of demonstrating that it satisfies the
3 checklist requirements through either its
4 interconnection agreements with competing carriers or
5 its proposed SGAT. Testimony from various parties
6 persuasively demonstrates the breadth and severity of
7 problems with BellSouth's provision of interconnection
8 and access to unbundled network elements. Concerns
9 about the inability of competing carriers to compete
10 at parity and meaningfully with BellSouth because of
11 deficient OSS interfaces are simply too many to
12 ignore. In light of the overwhelming evidence which
13 points to BellSouth's failure to comply with its
14 statutory obligations, the Commission should find that
15 BellSouth cannot, at this time, obtain in-region
16 interLATA authority.

17 **Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

18 **A:** Yes. I reserve the right, however, to change, modify,
19 or otherwise supplement my testimony, as appropriate.

20 **END OF TESTIMONY**

21
22
23
24
25
26

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by hand delivery* and/or Federal Express** this 31st day of July, 1997, to the following:

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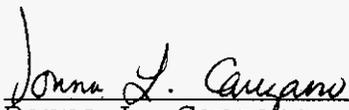
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Unbundled Voice Loops (UVL) CLEC Information Package

1. Service Description

A. Basic Service Features

The voice grade UVL is a dedicated analog transmission facility from BellSouth's main distribution frame (MDF) to a customer's premises. This facility will allow an end user to send and receive normal voice telecommunications traffic when it is connected to a dial-tone providing switch. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire. The UVLs can be configured as 2-wire (2W) or 4-wire (4W) facilities.

In cases where an existing BellSouth end user's loop is provisioned via an Integrated Digital Loop Carrier (IDLC) system, BellSouth will attempt to roll the circuit off of the IDLC onto an alternate facility such as parallel copper, a universal DLC, etc.. The cost of this rollover will be calculated into the price of the UVLs. BellSouth will notify the CLEC within 48 hours if no alternate facility exists. If the CLEC still requires a UVL from BellSouth, BellSouth will utilize its existing Special Construction process to install the facilities needed to provide UVLs to the CLEC.

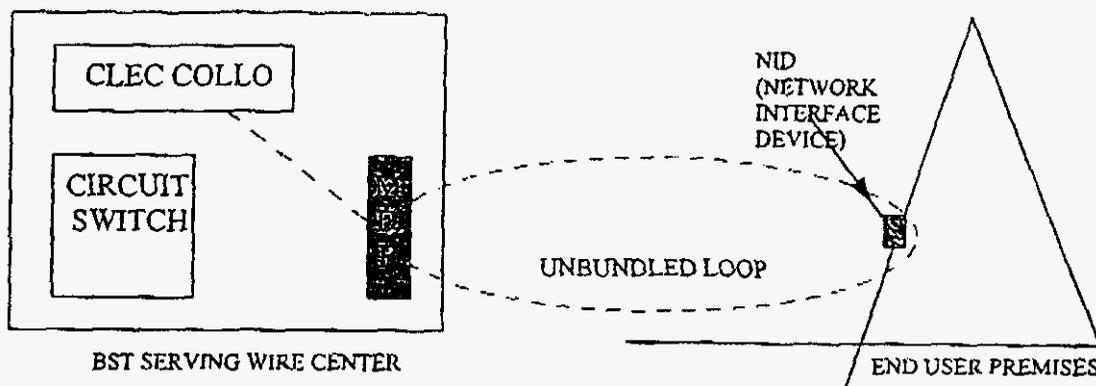
B. Basic Service Capabilities

It is expected that the UVLs will primarily be terminated (at the central office) in one of three ways:

1. They will be delivered to the CLEC at their collocation space via a cross-connect. This cross-connect element will be provisioned out of the Collocation offering. Once this connect is made, the CLEC will provide transport to take the circuit back to their switch to provide the dial-tone, etc., needed to provide the desired service to their end user. This type connection can be made for both SL1 and SL2 loops.
2. They will be terminated onto a multiplexing/concentrating device (e.g., TR008) and then the multiplexed/concentrated circuit would then be delivered to the CLEC's collocation space in a similar manner as listed in #1 above or the circuits would be delivered to BellSouth's interoffice transport facilities for delivery to the CLEC. This type connection can only be made for SL2 loops.
3. In those states that allow UNE re-combination, they may be terminated onto a line port of BellSouth's central office. In this scenario, the CLEC would also have to purchase Unbundled Circuit Switching (UCS) from BellSouth. Therefore, the UVL would draw its dial-tone and other functionality from BellSouth's switch.¹ This type connection can only be made for SL2 loops.

¹ If an CLEC desires to connect a BellSouth provided loop to a BellSouth switch (UCS or UPS), the provision of such an arrangement will fall under rules applicable to resale of BellSouth's retail services.

C. How Does This Service Work



BellSouth UVLs can be provisioned as either loop start or ground start circuits. BellSouth will initially offer two optional service levels on UVLs:

1. **Service Level One (SL1)** will be a non-designed circuit. If requested by the CLEC (via the LSR/ASR) BellSouth will provide an Engineering Information (EI) document (similar to a Design Layout Record). This will be billed as an incremental option on SL1 loops. BellSouth will issue a Firm Order Confirmation ("FOC") to the ordering party within 5 business days after receipt of the ASR, upon review of and in response to the ordering party's ASR, to begin the provisioning process.
 - SL1 will not offer any Mechanized Loop Test (MLT) type (switch-based) testing during the installation of the circuit. Additionally, BellSouth will not provide any test access points (SMAS, etc.) on SL1 loops.
 - It is expected that the CLEC would test the circuit and if they isolate and identify a problem within the BellSouth provided loop, they would report any repair issues to BellSouth for resolution. At that point, BellSouth will perform the tests and work required to put the loop into proper working condition. BellSouth will bill the CLEC for the time and material required to verify the loops working status (if no repair problem on the loop actually existed).
 - BellSouth will perform order coordination activities associated with Remote Call Forwarding and/or disconnect orders. This will be billed as an incremental option on SL1 loops. BellSouth will notify the CLEC of the appropriate conversion time and will perform the work within the negotiated interval. This activity will be included in the price of the loop. However, if the CLEC requires a specific conversion time, BellSouth will make every effort to accommodate the CLEC request. If the request can be accommodated, BellSouth will bill the CLEC a non-recurring charge (EO135) associated with this activity. Overtime rates apply for work outside of 8:00 am to 5:00 p.m. local time.
 - SL1 loops can only be cross-connected to an CLEC that is collocated in the same serving wire center where the loop terminates to the MDF. Also, the collocator must have DS0 interface at their collocation arrangement.

- If the CLEC's end user has existing service with BellSouth that utilizes a voice quality loop, and wants to change local service providers, BellSouth will attempt to reuse the end user's existing loop.
 - BellSouth will not dispatch a technician during the installation process for the sole purpose of tagging the UVL. If the CLEC requires (via LSR/ASR) that the loop be tagged during installation, BellSouth will bill the CLEC a time and materials (T&M) charge to recover the cost of this service. Otherwise, BellSouth will tag the loop during its next dispatch to that customer's premises or work on that specific loop. These circuits will be ordered through the LCSC/ICSC. Maintenance and repair for these loops will be provided by the Access Customer Advocacy Center (ACAC).
2. Service Level Two (SL2) will be a designed circuit and BellSouth will provide a Design Layout Record (DLR). SL2 will be similar to SL1 in that switch-based testing would not be provided by BellSouth. However, BellSouth does plan to provide test access points (SMAS, etc.) on its SL2 loops. Also, the recurring price for the loops with this option would include the costs associated with BellSouth's efforts (e.g., testing, BellSouth technician dispatch, and coordination with CLEC switch personnel, etc.) to isolate, verify and/or repair the loop once a problem has been reported by the CLEC. These circuits will be provisioned with test points.
- Order coordination will be provided on SL2 loops.
 - Loop tagging would be handled the same as SL1.
 - These circuits will be ordered through the LCSC/ICSC. Maintenance and repair for these loops will be provided by the Access Customer Advocacy Center (ACAC).
 - SL2 loops will be designed to offer 8.5 Db loss, etc.

D. Feature Interaction

N/A

2. Installation Intervals

Within 5 - 7 business days

Normal Installation Intervals YES ___ NO X

Project Coordination Required YES X* NO ___

*To ensure minimum service outage to end user, coordination of the disconnect of BellSouth's switch, connection to the CLEC switch, and remote call forwarding of the end user's telephone number to the CLEC switch must be coordinated.

3. Ordering Guidelines

Access Order Requirements Access ordering requirements are consistent with ordering requirements for DSO services. The Unbundled Loop has unique NC/NCI/SECNCI codes. These are shown in the charts following along with the type of CFA.

Explanation of Unbundled Loop Request Field's

Administrative Section - ICASR

CCNA	Customer Carrier Name Abbreviation
PON	Purchase Order Number assigned by Local Carrier
ICSC	Interexchange State Code for the End User
DDD	Desired Due Date
FDT	Frame Due Time (Applicable with Number Portability)
CKR	Circuit Name designated by Local Carrier
UNIT	Must be C
PIU	Must be 0
QTY	Number of Loops being ordered
BAN	CABS Billing Account Number
ACTL	CLLI code for Central Office Address
RPON	Related Purchase Order Number (SPNP PON)

Bill Section - ICADM

ACNA	Access Customer Name Abbreviation
INIT	Name of person who initiated the PON
DSGCON	Name of person to contact for clarification

Special Access Service Section - ICSPE

NC	Network Channel Code - Must be LZ-Z for unbundled loops
NCI	Network Channel Interface Code - Specifies type of service ordered, i.e. 2 Wire, 4 Wire
SECNCI	Secondary Network Channel Interface Code - Specifies type of service, i.e. Ground or Loop Start (must be compatible with the NCI Code)
CFA	Connecting Facility Assignment
MUXLOC	Multiplexing Location

Secondary Location Information - ICSP2

SECLOC	Name of End User (Field must begin with an E)
STREET	Address of End User (Must be RSAG valid)
ACTEL	Access Telephone Number
EUCON	End User Contact Name
EUTEL	End User Telephone Number
LCON	Local Contact Name

Additional Circuit Information - ICACI

The primary use for this screen is to input the CFA information when more than 1 circuit is being ordered.

WACD	Work Authorization Telephone Number - Telephone Number from which the facilities are to be reused.
------	--

Unbundled Loops Matrix

2W UVL (Loop Start)

CFA	NC	NCI - CLEC	SEC NCI
T0TIE	LY--	02QC3.OOD	02LS2
T1 @ POP	LY--	04DS? *	02LS2
T1 @ COLLO	LY--	04QB? *	02LS2
NONE	LY--	02L02	02LS2

2W UVL (Ground Start)

CFA	NC	NCI - CLEC	SEC NCI
T0TIE	LY--	02QC3.OOB	02GS2
T1 @ POP	LY--	04DS? *	02GS2
T1 @ COLLO	LY--	04QB? *	02GS2
NONE	LY--	02GO2	02GS2

4W UVL (LOOP Start)

CFA	NC	NCI - CLEC	SEC NCI
T0TIE	LY--	04QC2.OOD	04LS2
T1 @ POP	LY--	04DS? *	04LS2
T1 @ COLLO	LY--	04QB? *	04LS2

4W UVL (Ground Start)

CFA	NC	NCI - CLEC	SEC NCI
T0TIE	LY--	04QC2.OOD	04GS2
T1 @ POP	LY--	04DS? *	04GS2
T1 @ COLLO	LY--	04QB? *	04GS2
NONE	LY--	04GO2	04GS2

2W UVL (Reverse Battery)

CFA	NC	NCI - CLEC	SEC NCI
T0TIE	LY--	02QC3.RVO	02RV2/T/
T1 @ POP	LY--	04DS? *	02RV2/T/
T1 @ COLLO	LY--	04QB? *	02RV2/T/
NONE	LY--	02RV2/O/	02RV2/T/

Note: * When verifying CFA please check NCI

When number portability is involved, the CLEC should provide the telephone the customer is disconnecting in the REMARKS field on the Access Service Request (ASR). This will alert the LCSC to issue a disconnect order for the telephone number in the Customer Records Integrity System (CRIS). The LCSC will issue a new connect order to bill the Unbundled Exchange Access Loop in the Carrier Access Billing System (CABS) using the facilities from the CRIS disconnect order.

DOCUMENT NUMBER-DATE

07769 JUL 31 5

FPSC-RECORDS/REPORTING

Notes for WO# 24787 - Unbundled T1

(FRS017480) 07/02/97 11:52 AM NCC35: built pvc from fld2 16.1 dlc1 837 to tamp2 15.2 dlc1 818 at 192/192/192 cir/Bc/Be..

07/01/97 03:18 PM LMPASSMORE: Per Nancy of Bell South she received a call from Cheryl, she says Cheryl requested the DD to be changed to 7/9/97. I will notify John of the new DD.

07/01/97 02:20 PM LMPASSMORE: Found a folder on Cheryl W. desk, placed a call to Bell LCSC, Nancy was not available. Spoke with Jill and Rita Bell CKt ID: HCFS.707130..SB relayed information to John Cooper.

07/01/97 01:06 PM LMPASSMORE: Received a call from John Cooper (ICI Orlando) needing Bell circuit ID for this order. Informed John that I could not locate the WO folder, but that I would research it and get back with him.

06/30/97 01:51 PM JAGERSTNER: Attempted to call Nancy @ Bellsouth to obtain FOC and circuit Id's for the T1. There was no answer. I will call back later.

06/25/97 04:47 PM CAWILCOXEN: Nancy from Bell LCSC cld to advs that she has FOC'd this order for the 30th. She will be faxing FOC this afternoon.

06/25/97 01:14 PM CAWILCOXEN: Attempted to call Nancy again-no answer.

06/25/97 10:49 AM CAWILCOXEN: Cld Nancy at Bell to check status on order & FOC-not avail-lwc.

06/23/97 02:24 PM CAWILCOXEN: Sent supp to bell to remove channel # from CFA and push DD out to 6-30. Cld Nancy at Bell-left message that supp was on it's way & to call & confirm receipt & that order was now ok.

06/20/97 09:06 AM JAGERSTNER: Per Cheryl Wilcoxon @ ICI we are moving the due date out to 7/1 to accommodate Bellsouth..

06/19/97 03:56 PM JAGERSTNER: Nancy rom the LCSC cld to advise that they now know how to process our order. Since this is the first local loop order they have received from us they need to establish unique provisioning and billing usocs prior to their internal order being issued. The staff person responsible for this is out of the office until Monday. They will complete this task on Monday and call me to negotiate a new due date. She assures me that any additional orders will be handled in a more timely manner.

06/19/97 01:30 PM JAGERSTNER: Cheryl Wilcoxon called Nancy @ the Bell LCSC and left a voicemail requesting status on the order because ICI has not yet received a FOC on the order. She is awaiting her call-back.

06/17/97 09:19 AM BUILD:

06/17/97 09:14 AM CAWILCOXEN: Nancy at LCSC (1 800 773-4967 x54106#) cld to advise that since this is a T1 order it should go through the ICSC. Told her the history of this order-she is going to call our account team to determine what should be done with order.

06/16/97 05:39 PM CAWILCOXEN: Received verbal confirmation from Jan at Bell South that order has been received and will be processed.

06/16/97 04:12 PM CAWILCOXEN: Cld LCSC (Jan 1 800 773-4967 x54107#) to check on FOC. She can not find the order in their system. I have verified their fax # (205 321-2497) and am refaxing. No dates are being changed at this time.

Notes for WO# 24787 - Unbundled T1

06/11/97 04:30 PM CAWILCOXEN: Resent LSR to the LCSC via fax. Change the date sent to today and the desired due date to 6-20-97. I will be expecting an FOC no later than 6-16.

06/11/97 10:16 AM JAYG: Received a call from Tony Anselmo @ Bellsouth. He has researched the question that I presented to him and has come to the conclusion that these orders should be sent to the LCSC on a LSR, not the ICSC via ASR. I am instructing provisioner to re-fax the LSR to the ICSC.

(OD1021095) 06/11/97 09:43 AM NCC39: TMOELLER::: BUILT NE#112 G5/7 FOR AMI/SF AND ALM=INH...ALSO BUILT NE#218 G3/8 FOR AMI/SF,ALM=INH AND MAPPED CKT PER DLR VT1-72-7, TO VT1-76-8 FOR AMI/SF,ALM=INH

06/10/97 11:59 AM JAYG: No word from Tony @ Bellsouth. I called again to request immediate call-back. His voicemail stated that he is out of the office but will be checking his messages. I contacted Cheryl Wilcoxon @ ICI to give her an update on the status. Left her a voicemail with status and advised her that I will escalate this to his boss tomorrow if I do not hear anything from Tony by then.

06/09/97 10:32 AM JAYG: Still have not received call-back from Tony on the requested information. I called once again and left a voicemail requesting immediate call-back.

06/06/97 10:26 AM JAYG: Called Tony @ Bellsouth. Left voicemail requesting a callback with the answer to the Billing questions. I also requested that if we are suppose to issue the unbundled T1 on the ASR that he inform me which REQ TYPE to use, because the REQ type that is used for the LSR will not be the same as the ASR.

06/05/97 04:22 PM CAWILCOXEN: Still waiting for answer on billing and ordering issues. No response from Tony at Bell today.

06/04/97 09:43 AM JAYG: Spoke with Tony Anselmo Bellsouth. He is researching the billing issue that has arisen. He is also speaking with the LCSC and his management to nail down the correct process for ordering the unbundled DS1. He stated that he currently has another CLEC that is ordering the unbundled DS1's via the ASR, but he is checking to verify that this is the correct procedure. He will contact me as soon as he receives an answer from his management.

06/03/97 02:38 PM JAYG: Placed another call to Tony @ Bellsouth asking him the question, " That if we are sending the order to the ICSC on an ASR, How will they be Billing us, Access tariff, Local resale, or Interconnection Agreement?" I am awaiting his response.

06/03/97 01:50 PM JAYG: Received a call from Tony Anselmo @ Bellsouth. He stated that this unbundled DS1 would need to be ordered on an ASR not a LSR. I called him back and left a voicemail stating that Jan @ the LCSC stated that the DS1 unbundled LSR should be sent to the ICSC, but via the LSR not the ASR. I requested a call-back to verify.

06/03/97 10:02 AM JAYG: Still have not received a call-back from Sharon Jones. I have escalated this to the ICSC manager, Tony Anselmo, and am awaiting a call-back.

06/02/97 03:18 PM JAYG: Have not yet received phone call from Sharon @ Bell south. Called once again and left yet another voicemail requesting call-back. I then zeroed out and spoke with the operator. Sharon was currently on the phone and would call me back as soon as finished her call.

06/02/97 01:41 PM JAYG: Still have not received a call back from Sharon Jones. I called Her once again, (205)967-2699 ext 5159, and left voicemail requesting a call-back immediately. I briefly stated a synopsis of the order in hope that it would clarify any questions that she had on the order.

Notes for WO# 24787 - Unbundled T1

06/02/97 08:13 AM JAYG: Received a call from Sharon Jones @ Bellsouth. She left a message asking for a call-back to verify that this was meant for the ICSC and not the LCSC. In her voicemail she exclaimed that if this was to go to the ICSC she said that the SC code was incorrect and the REQ TYPE was also incorrect. I have called her back and left a voicemail requesting immediate call back to clarify to her that this is an unbundled DS1 and that we were told that the ICSC would accept the order on the LSR. Awaiting Call-back.

05/30/97 11:49 AM CAWILCOXEN: Jan from Bell LCSC cld (1 800 773-4967 x54107#) to advise that the LCSC only works orders for DS0 & below. DS1 orders must be sent to the ICSC, but via the LSR. I verified twice that the ICSC would process an LSR for an unbundled DS1. Faxed LSR to ICSC, fax # 1 205 972-3927.

05/29/97 07:30 PM CAWILCOXEN: Iss'd ASR to Bell South LCSC with a requested DD of 6-6-97 (6 day interval). Howard York will follow up for FOC which is expected on or before 6-3-97. LSR released to Bell 5-29-97 @ approx 10:30am.

05/27/97 04:15 PM GREGL: Install one AMI D4 UnBundled DS-1 from location 11490-01 to the Orlando DMS switch at location 806-94 for Local services.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by hand delivery* and/or Federal Express** this 31st day of July, 1997, to the following:

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