BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF W. KEITH MILNER

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 960786-TL

July 31, 1997

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

A. My name is W. Keith Milner. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Director - Interconnection Operations for BellSouth Telecommunications, Inc. ("BellSouth" or "the Company"). I have served in my present role since February, 1996 and have been involved with the management of certain issues related to local interconnection and unbundling.

Q. ARE YOU THE SAME KEITH MILNER WHO FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED TODAY?

A. The purpose of my testimony is to respond to the testimony filed in this docket by Ms. Melissa L. Closz of Sprint Communications Company L.P. ("Sprint"), Mr. James S. Gulino and Mr. Ronald Martinez of MCI Telecommunications Corporation ("MCI"), Mr. John M. Hamman of AT&T Communications of the Southern States, Inc. ("AT&T"), Mr. Robert W. McCausland of WorldCom, Inc. ("WorldCom"), and Mr. Lans Chase and Ms. Julia Strow of Intermedia Communications, Inc. ("Intermedia") regarding the service they have ordered from and been provided by BellSouth.

REBUTTAL TO MS. CLOSZ'S TESTIMONY (SPRINT)

Q. ON PAGE 22 OF HER TESTIMONY, MS. CLOSZ CITES SEVERAL PROBLEMS EXPERIENCED IN PROVIDING SERVICE TO SOME OF SPRINT'S CUSTOMERS IN FLORIDA. PLEASE RESPOND.

A. BellSouth can neither confirm nor deny the assertions made by Ms. Closz because her testimony about Sprint's experiences in Florida is so vague. Some examples of her lack of specificity include the following from page 22 of her testimony:

"An ordering problem occurred recently . . ."

"Several orders were also delayed . . ."

"[c]ustomers have been taken out of service in error . . ."

"[a] customer that moved was without service . . ."

BellSouth will gladly investigate service problems experienced by Sprint's customers. However without at least some concrete facts such as customer telephone number, Purchase Order Number and date, examples such as those cited by Ms. Closz cannot lead to any meaningful analysis or response. Despite this, BellSouth has gathered information regarding all of Sprint's conversions in the period from June 24, 1997 through July 28, 1997 which I will use to provide insight into BellSouth's experiences with Sprint in Florida.

Q. ON PAGE 23 OF HER TESTIMONY, MS. CLOSZ ASSERTS THAT BELLSOUTH REGULARLY MISSES ITS COMMITMENT TO NOTIFY SPRINT IF THERE IS A PROBLEM IN COMPLETING A CUTOVER AND THAT AS A RESULT, SPRINT MISSES THE DUE DATE IT HAS PROMISED ITS CUSTOMER. PLEASE COMMENT.

A. It has been BellSouth's experience that Sprint rarely, if ever, provides dial tone from its switch until the day of the cutover. Thus, it is impossible to perform any pre-testing until dial tone is applied to the circuits. Sprint's cooperation by having dialtone on its facilities earlier would allow a greater certainty of completing cutovers as scheduled. To date, Sprint has not agreed to this procedure. BellSouth last presented this issue to Sprint's senior managers on June 24, 1997 for resolution.

Q. ON PAGE 23 OF HER TESTIMONY AND AGAIN ON PAGE 24, MS. CLOSZ ASSERTS THAT IN SOME CASES BELLSOUTH HAS NOT PROPERLY CANCELED CUTOVER ACTIVITY AS REQUESTED BY SPRINT AND THUS CUSTOMERS HAVE BEEN TAKEN OUT OF SERVICE. PLEASE RESPOND.

A. Obviously, if Sprint notifies BellSouth too late in the process, customer service may be affected. Nonetheless, BellSouth is aware of only one instance in the last five weeks where a customer incurred a service outage because of a due date change by Sprint. The outage occurred on July 8, 1997.

Q. ON PAGE 23 OF HER TESTIMONY, MS. CLOSZ ASSERTS THAT "CUTOVERS HAVE ALSO INTERMITTENTLY BEEN INCOMPLETE DUE TO BELLSOUTH PROVISIONING." PLEASE RESPOND.

A. While once again Ms. Closz gives insufficient detail for any meaningful analysis, I will comment that BellSouth is aware of several recent instances where Sprint was not ready or had incomplete, or incorrect engineering. Following are a few examples:

- Customer A: July 9, 1997, BellSouth personnel attempted to cut 13 lines beginning at 5:00 PM. At 9:15 PM, service was restored back to BellSouth because Sprint could not properly set

options at the PBX on the customer's premises to accommodate Direct Inward Dialing (DID) trunks.

- Customer B: On July 2, 1997, BellSouth personnel were positioned to cut nine (9) lines beginning at 5:00 PM. BellSouth completed the cut at 5:40 PM, but Sprint reported a ring generator problem. After testing our network for approximately one hour, a problem was discovered with the assistance of BellSouth's technical support staff in Sprint's network. Sprint changed out their channel units on the circuits and reset the required the settings (options), with input from BellSouth's technical support staff. This cutover was accepted by Sprint at 7:00 PM.

- Customer C: The original due date for this cutover was June 17, 1997. On June 16, 1997, Sprint pushed out the date until June 24, 1997 because the required equipment was not installed in the Sprint central office. This equipment was required to turn up Sprint's transmission facilities to the BellSouth central office.

My purpose in citing these examples is not to disparage Sprint's technical capabilities or its staff, but rather to show the complexity of these cutovers and the joint responsibilities which must be effectively shared in order to provide cutovers that minimize or eliminate any adverse effect on the end user customer.

Q. ON PAGE 24 OF HER TESTIMONY, MS. CLOSZ ASSERTS "INCORRECT PROVISIONING OF CIRCUIT ORDERS HAS ALSO CAUSED POST-CUTOVER PROBLEMS SUCH AS DIMINISHED DATA TRANSMISSION CAPABILITY." PLEASE RESPOND.

A. BellSouth has worked diligently with Sprint to ensure that the circuits are cutover without a degradation of service. BellSouth's retail customers using BellSouth's Plain Ordinary Telephone Service (POTS) for dial-up data transmission generally can connect at a transmission rate of about 28,800 bits per second because the dial tone originates in the BellSouth switch near the customer's premises. When some customers are converted to Sprint, the dial tone is trunked across town and utilizes several Analog to Digital (A-D) conversions throughout the process. Each A-D conversion, because of the unavoidable sampling process used in this analog to digital conversion, causes a drop in effective transmission capability of roughly 2,400 bits per second on the circuit. In some cases, Sprint's customers have three or four A-D conversions in a single unbundled loop, which reduces the effective transmission rate to about 9,600 or 14,400 bits per second. BellSouth has advised Sprint that a collocation point of presence for Sprint in the BellSouth central office would remedy this situation. To date, however, Sprint has not agreed to such a collocation for this purpose.

Q. ON PAGE 24 OF HER TESTIMONY, MS. CLOSZ DISCUSSES FACILITIES SHORTAGES WHICH SHE CLAIMS ARE RESPONSIBLE FOR DELAYED CONVERSIONS. PLEASE COMMENT.

A. Because of BellSouth's use of a modern, efficient type of equipment referred to as Integrated Digital Loop Carrier (IDLC) in the Orlando area, some of Sprint's orders do encounter a facility problem. BellSouth has offered Sprint several options to resolve the problem. In many cases, BellSouth continues to work towards alleviating facilities problems right up until the due date before the facility issues are resolved and the cutover is achieved as scheduled. Obviously, BellSouth believes that Sprint would expect no less of BellSouth than for BellSouth to expend all reasonable resources to complete a conversion as scheduled. Occasionally however, a facilities shortage problem cannot be resolved by the scheduled cutover date, even given BellSouth's best efforts. Once such an impasse is reached, BellSouth notifies Sprint immediately.

Q. ON PAGE 24 OF HER TESTIMONY, MS. CLOSZ CLAIMS THAT BELLSOUTH FAILED TO NOTIFY SPRINT OF A FACILITIES SHORTAGE AND, AS A RESULT, A CUSTOMER WHO MOVED WAS WITHOUT TELEPHONE SERVICE FOR A DAY. PLEASE COMMENT.

A. One of Sprint's customers, Customer D moved to a new location on Friday, April 25, 1997. BellSouth received an order to move the service on the day before the move, Thursday, April 24, 1997. It was during this timeframe, that Sprint and BellSouth's facilities planners were working on a long term solution to build a fiber facility between BellSouth's central offices and Sprint's central offices. The existing 400 pair facility was near exhaust. The request to move 14 circuits for Customer D was jeopardized because of this lack of facilities. On Monday, April 28, 1997, BellSouth's installers provided Customer D with service on its main number and one FAX line. On Tuesday, April 29, 1997, the remaining 12 lines were installed. Here again, my intent is only to place Ms. Closz's assertions in what I believe to be the proper context. In this case, BellSouth worked diligently to convert service to Sprint despite BellSouth's receiving the order only the day before the customer moved. As evidenced by Sprint's participation in the facilities planning meeting with BellSouth in that same timeframe, Sprint should have been aware of some facilities shortages and given BellSouth adequate notice of impending customer moves. Sprint did not, in this case, provide such notice and unfortunately, the customer was inconvenienced.

REBUTTAL TO MR. GULINO'S TESTIMONY (MCI)

Q. ON PAGE 12 OF HIS TESTIMONY MR. GULINO DISCUSSES THE TOPIC OF PHYSICAL COLLOCATION AND STATES "INDEED, WE HAVE NOT SEEN ANY EVIDENCE THAT BELLSOUTH IS

PROVIDING UNBUNDLED PHYSICAL COLLOCATION TO ANY NEW ENTRANT IN FLORIDA." PLEASE COMMENT.

A. While Mr. Gulino correctly notes that BellSouth does not at present provide physical collocation to MCI, he appears unaware of the fact that a competitor of BellSouth has had a physical collocation arrangement in BellSouth's Courtland Street central office in Atlanta, Georgia since late 1996. As of June 15, 1997, seven (7) physical collocation arrangements for Alternative Local Exchange Companies (ALECs) in Florida were in progress towards completion. This includes physical collocation arrangements in progress for MCI in Florida.

Q. WHAT IS YOUR UNDERSTANDING OF THE PROGRESS MADE TO DATE ON PHYSICAL COLLOCATION ARRANGEMENTS REQUESTED BY MCI?

A. Work is underway to provide physical collocation space to MCI in four BellSouth central offices in Florida. All four sites require permits from local authorities. Final firm completion dates will be set for these locations once the required permits are granted. All work that can proceed without the required permits having been received is in progress and on schedule.

Q. ON PAGE 14 OF HIS TESTIMONY MR. GULINO ASSERTS THAT BELLSOUTH WILL REQUIRE A NEW POWER LEAD FOR EACH

COLLOCATION BAY IN PHYSICAL COLLOCATION ARRANGEMENTS. IS HE CORRECT?

A. No. The "bottom line" to the following technical discussion is that MCI is not prohibited from providing Power Distribution Feeds into its collocation space. However, MCI must comply with BellSouth's standards as outlined below regardless of which option it chooses.

BellSouth offers ALECs that collocate equipment in BellSouth's central offices several options of how to power their equipment. Obviously, for safety reasons, proper standards must be conformed to by all parties. BellSouth places no restrictions on the type of telecommunications equipment which may be physically collocated within a BellSouth central office. However, in order to protect BellSouth facilities, equipment and personnel and the equipment and personnel of collocators, all collocation arrangements must be engineered and installed by a BellSouth certified vendor and must comply with the BellSouth Engineering and Installation Standards for Central Office Equipment (TR 73503). Beyond these requirements, installation and engineering decisions regarding physically collocated equipment are left to the discretion of the collocator and the collocator's certified engineering and installation vendor.

Most North American digital switch manufacturers (including MCI's choice of switching equipment) require isolated grounding for their

products. Integrated grounding (also called non-isolated grounding) is used with transmission equipment and some other types of telecommunications equipment. TR73503 covers the BellSouth power and grounding standards for both configurations.

In at least one of BellSouth's central offices, MCI has elected to install both digital switching equipment and transmission equipment within MCI's collocation space. This requires two different methods of supplying power to equipment in MCI's collocation space because MCI requested isolated grounding for their digital switching equipment which is a different method for powering than is required for MCI's transmission equipment. With a combination of collocated switching and transmission equipment, the following power options are available to MCI:

For collocated transmission equipment fed from integrated ground plane power:

1. BellSouth will provide all power plant and A & B fuse positions on a BellSouth provided Battery Distribution Fuse Bay (BDFB) or comparable power distribution panel.
   The collocator's certified vendor engineers, furnishes and installs the A & B fuses and feeders from the BellSouth BDFB to the collocated equipment bay/fuse panels.

-or-

2. BellSouth will provide A & B power feeds from a BellSouth provided power plant to a collocator provided BDFB (or Power Distribution Frame). These feeders will be sized and protected in accordance with existing BellSouth TR-73503 standards and collocator power requirements.

For collocated digital switching equipment fed from isolated ground plane power:

1. BellSouth will provide A & B power feeds from a BellSouth provided powerboard to a collocator provided Power Distribution Cabinet (or PDF). These feeders will be sized and protected in accordance with existing BellSouth TR-73503 standards and collocator power requirements. With this arrangement the PDC must be part of the collocator's isolated ground plane and must be provided by the collocator.

As described above, a collocator provided PDF is optional for equipment requiring integrated grounding. A collocator provided PDF is mandatory for equipment requiring isolated grounding. However, a single PDF cannot be used to distribute power to both integrated and

isolated ground equipment without violating the integrity of the isolated ground plane.

Thus, with the collocation arrangements MCI has requested, MCI can:

1. provide two PDFs, or
2. provide one PDF for the isolated ground equipment, and obtain power distribution for the transmission equipment from a BellSouth BDFB (integrated ground option 1).

Q. ON PAGE 15 OF HIS TESTIMONY MR. GULINO EXPRESSES CONCERN THAT IT IS BELLSOUTH WHO "WILL CONTROL THE RESPONSE TO A REQUEST FOR COLLOCATION". PLEASE RESPOND.

A. First of all, Mr. Gulino does not express any displeasure at the results of any negotiations between MCI and those he refers to as the "BellSouth collocation people". Instead he apparently implies that there is some sort of problem if BellSouth determines whether space is available in a given BellSouth central office sufficient to meet the identified needs of an ALEC requesting collocation. Mr. Gulino ignores that BellSouth is in the best position to assess the floorspace availability in its own buildings and understand its own needs for floorspace for additional planned equipment and the like. Mr. Gulino also ignores the FCC's First Report and Order (FCC 96-325), which allows an incumbent local exchange carrier to determine, in the first

instance, whether physical collocation is impractical for technical reasons or because of space limitations. (Paragraphs 602-607). Of course, if MCI believes BellSouth has unreasonably withheld collocation space or arrangements from MCI or violated any legal or regulatory requirements, MCI can seek appropriate relief from the appropriate body.

Q. ON PAGE 16 OF HIS TESTIMONY MR. GULINO QUESTIONS THE NEED FOR BELLSOUTH'S POLICY OF PROVIDING SECURITY ESCORTS TO ALEC PERSONNEL DOING WORK IN THE ALEC's PHYSICAL COLLOCATION SPACE. PLEASE COMMENT.

A. The need for adequate security in any business work place hardly needs justification in our present society. BellSouth believes that its communications facilities and those of its competitors require a very high level of security to adequately protect critical equipment and to ensure privacy of communications. Nonetheless, BellSouth's intention is to make its security measures as unobtrusive as possible.

BellSouth offers two types of collocation. The first type, virtual collocation, does not require the entrance of other than BellSouth technicians since BellSouth technicians perform installation and maintenance services under a contract arrangement. The second type, physical collocation, requires that technicians other than BellSouth's have access to the collocated equipment.

BellSouth's goal is to adapt its central offices such that separate and secured entrances are available for use by personnel of physically collocated carriers. Construction efforts are now underway in several BellSouth central offices to achieve this goal. Regrettably, some buildings cannot be or have not yet been reconfigured to permit the desired separate entrance. In such cases, security escorts are provided to accompany non-BellSouth personnel who must traverse BellSouth restricted areas to reach the equipment spaces of collocated carriers. Security escorts are available to MCI 24 hours a day, seven days a week. The procedure is the same regardless of the time of day or the day of the week.

Q. ON PAGE 25 OF HIS TESTIMONY MR. GULINO DISCUSSES RESTRICTIONS ON TRAFFIC CARRIED ON SHARED TRANSPORT INTEROFFICE FACILITIES. PLEASE RESPOND.

A. Mr. Gulino never quite gets to the point of his discussion. First, he admits that it is not technically feasible to mix interLATA traffic, intraLATA traffic and local traffic on the same trunk group and be able to measure each type in order to appropriately collect access charges. Second, he also admits that the interconnection agreement which MCI signed with BellSouth does not allow such mixing of traffic. Notwithstanding this, Mr. Gulino would like this Commission to set aside that portion of the interconnection agreement which MCI

voluntarily signed. It appears that MCI is using this proceeding to reopen issues that have already been decided and to which it reached voluntary agreement.

Q. ON PAGE 26 OF HIS TESTIMONY MR. GULINO STATES THAT "... UNBUNDLED SWITCHING SIMPLY HAS NOT BEEN AND IS NOT NOW AVAILABLE." IS HE CORRECT?

A. No. BellSouth had seven (7) unbundled switch ports in service in Florida and a total of 26 in service in its nine-state region as of June 17, 1997. While I agree that this is a relatively small quantity of unbundled switch ports, neither MCI nor any other ALEC has requested this unbundled network element in any volume. I know of no unfulfilled requests for unbundled switch ports, either in Florida or elsewhere in BellSouth's nine-state region.

Q. ON PAGE 28 OF HIS TESTIMONY, MR. GULINO GIVES HIS VERSION OF WHY MCI AND OTHER ALECs HAVE NOT REQUESTED ACCESS TO BELLSOUTH'S ADVANCED INTELLIGENT NETWORK (AIN) DATABASES, AIN SERVICE CREATION TOOLS OR NETWORK INTERFACE DEVICES ON AN UNBUNDLED BASIS. PLEASE RESPOND.

A. Once again Mr. Gulino takes one fact and attempts to spin an entire story from it. He concludes that since MCI has not requested access to

BellSouth's unbundled network elements, apparently neither MCI nor any other ALEC could gain such access. The simple truth, however, is that MCI has not requested access to BellSouth's AIN databases in Florida or anywhere else in BellSouth's nine-state region.

Nor has MCI requested access to BellSouth's AIN service creation tools in Florida or anywhere else in BellSouth's nine-state region. BellSouth has tested its AIN Toolkit 1.0, which provides an ALEC with the ability to create and offer AIN-service applications to its end users, as well as its AIN SMS Access 1.0, which provides an ALEC with access to the BellSouth-provided service creation environment. The completion of test calls and the generation of billing records were part of the testing process. The testing confirmed that service orders flowed through BellSouth's systems properly and that accurate bills were rendered.

MCI has not requested a single Network Interface Device (NID) in Florida or anywhere else in BellSouth's nine-state region. BellSouth also has tested the availability of the NID, which is included as part of the unbundled sub-loop element of loop distribution or may be purchased separately if the ALEC provides its own loop distribution. During the testing process, service orders for a NID flowed properly through BellSouth's systems and accurate bills were generated.

Q. ON PAGE 33 OF HIS TESTIMONY MR. GULINO DISCUSSES A SITUATION IN MEMPHIS, TENNESSEE CONCERNING MCI'S ACCESS TO LOCAL CALLING AREAS. PLEASE RESPOND.

A. In discussions with BellSouth's Tennessee Regulatory office, Southwestern Bell Telephone (SWBT) stated that it required an interconnection agreement between SWBT and any other local telephone company wishing to establish local calling to the SWBT West Memphis exchange. This included MCI. Further, SWBT requested that BellSouth not send to it terminating local traffic from another company until such an interconnect agreement was in place. Despite SWBT's stated requirement that an interconnection agreement exist prior to SWBT's terminating that traffic, MCI insisted that BellSouth deliver its traffic to SWBT's switches in West Memphis. On the afternoon of March 19, 1997, SWBT notified BellSouth that the interconnection agreement with MCI was in place to support their terminating MCI's traffic. BellSouth began terminating MCI traffic to West Memphis, Arkansas later that same day.

Q. ON PAGE 37 OF HIS TESTIMONY, MR. GULINO DISCUSSES THE TOPIC OF INTERIM NUMBER PORTABILITY. HE ASSERTS THAT "BELLSOUTH WILL OFTEN IGNORE AN MCI REQUEST FOR POSTPONEMENT [THAT IS, OF THE CONVERSION FROM BELLSOUTH TO MCI] AND WILL MAKE THE ILNP [INTERIM LOCAL NUMBER PORTABILITY] CONVERSION. BY DOING SO,

BELLSOUTH FORWARDS THE CUSTOMER'S WORKING BELLSOUTH NUMBER TO AN MCI NUMBER THAT IS NOT OPERATIONAL." IS HE CORRECT?

A. No. As part of an unbundled loop installation, BellSouth will coordinate implementation of Service Provider Number Portability (SPNP) with the loop installation. This coordination requires that BellSouth make a switch translations change, referred to as a "recent change" to the customer's line. It is this "recent change" that places the remote call forwarding on that customer's telephone number. Once the BellSouth technician has entered the recent change request into the system, that request is queued with the many other changes that are routinely made to the switch's translations or memory. Obviously, if such a request has been made, the recent change process will respond to that request. Should MCI request a postponement too late in the process, the recent change transaction will complete and the situation that Mr. Gulino describes (that is, calls will be remote call forwarded to the non-working MCI number) may occur. The problem that he asserts is caused by BellSouth is simply a situation in which MCI notifies BellSouth too late in the process to prevent disruption of customer service.

Q. ON PAGE 39 OF HIS TESTIMONY, MR. GULINO DESCRIBES A SITUATION INVOLVING MCI'S CUSTOMER, COLOPLAST. HE ASSERTS THAT BELLSOUTH USES THE MAXIMUM PERIOD

ALLOWABLE TO COMPLETE A CONVERSION FROM BELLSOUTH TO MCI IN ORDER TO GAIN A COMPETITIVE ADVANTAGE. IS THIS BELLSOUTH'S STRATEGY?

A. No. First of all, I am not aware of any such strategy as Mr. Gulino suspects. Second, as I described earlier, the process of porting a telephone number to the MCI switch involves a transaction entered by a BellSouth technician to start the recent change activity. Once the BellSouth technician has entered the recent change request into the system, that request is queued with the many other changes that are routinely made to the switch's translations or memory. Obviously, if MCI's cutovers are performed during the busiest periods of the day for recent change activity, effecting the change for SPNP will take longer. Scheduling cutovers with SPNP during light traffic periods such as late at night or very early in the morning would have at least two benefits: (1) customer impact would be lessened since it is less likely that the customer would be using the telephone during light traffic periods, and (2) traffic on the recent change system would be lighter which would facilitate speedier overall completion of the cutover work.

REBUTTAL TO MR. MARTINEZ' TESTIMONY (MCI)

Q. ON PAGE 51 OF HIS TESTIMONY, MR. MARTINEZ DISCUSSES A PROBLEM IN WHICH AN MCI CUSTOMER WAS WITHOUT DIALTONE. MR. MARTINEZ APPARENTLY CONCLUDES THAT

PROBLEMS WITH ITS CUSTOMERS BEING OUT OF SERVICE IS A RESULT OF ACTIONS BY BELLSOUTH. IS HE CORRECT?

A. Mr. Martinez correctly described the procedure used in that two orders are required to complete the conversion. At times in early 1997 (January and February) there were occasional work errors caused by a number of different departments that could have caused problems Mr. Martinez describes. The errors were related to frequently changing procedures being developed at that time regarding order processing as BellSouth sought to put provisioning procedures in place to allow MCI to get into business as soon as it would like.

Q. ON PAGE 52 OF HIS TESTIMONY, MR. MARTINEZ DISCUSSES THE TOPIC OF FIRM ORDER CONFIRMATION DATES. PLEASE COMMENT.

A. BellSouth provides Firm Order Confirmations (FOCs) that provide the system generated due date that should be met, but is not guaranteed. The Local Carrier Service Center (LCSC) does not provide order completion notification nor does it have any means to do so. Completion notification is available to MCI and all ALECs through BellSouth's Local Exchange Navigation System (LENS) or through Electronic Data Interchange (EDI). The LCSC does act on behalf of the

ALEC upon request when other BellSouth organizations are unable to complete an order as scheduled.

Q. ON PAGE 54 OF HIS TESTIMONY, MR. MARTINEZ ASSERTS THAT MCI'S REPRESENTATIVES HAVE "EXPERIENCED PROBLEMS SUCH AS BEING LEFT ON HOLD FOR 45 MINUTES WHEN TRYING TO CONTACT BELLSOUTH THROUGH ITS LCSC." PLEASE COMMENT.

A. At the request of the BellSouth MCI Account team, the Manager of the BellSouth LCSC was asked to investigate an alleged 45-minute delay to determine if the alleged problem was one of being in queue to get to an LCSC representative or, instead, being placed on hold by the LCSC representative. After repeated requests to MCI by BellSouth, MCI could not provide dates and times of the alleged event. The Manager investigated the BellSouth phone system reports during the April and May time frames and found no such queue problem. Further current BellSouth reports show that 800 number which MCI representatives use to call the LCSC is consistently answered within 16 seconds.

Q. ON PAGE 57 OF HIS TESTIMONY, MR. MARTINEZ ASSERTS THAT THE BELLSOUTH LCSC "REFUSED TO HANDLE A COMPLEX

ORDER FROM MCI, INSISTING THAT MCI SEND IT TO BBS [THAT IS, BELLSOUTH BUSINESS SYSTEMS]. PLEASE COMMENT.

A. This is another item that MCI asked the BellSouth MCI Account team to investigate, but after repeated attempts by BellSouth, MCI could not provide dates and times. The LCSC does in fact have a group of agents contracted through the BellSouth Vendor Service Center who work solely on Complex orders. The LCSC is the single point of contact for these orders and through our investigation we did find one service representative who had not been covered on the proper procedures for complex services. That service representative has since been trained on the proper procedure for complex orders.

REBUTTAL TO MR. HAMMAN'S TESTIMONY (AT&T)

Q. ON PAGE 11 OF MR. HAMMAN'S TESTIMONY, HE DISCUSSES THE END-TO-END TEST RESULTS INCLUDED IN THE 87 BINDERS OF INFORMATION BELLSOUTH FILED IN THIS PROCEEDING IN SUPPORT OF ITS REVISED STATEMENT OF GENERALLY AVAILABLE TERMS (SGAT). WHAT IS END-TO-END TESTING?

A. End-to-end testing is internal testing conducted by BellSouth to confirm that, once an ALEC orders a given resold service or unbundled network element, BellSouth can provision, maintain and render a bill to the ALEC for that resold service or unbundled network element. Orders

are simulated and entered into the systems and the progress of the order is monitored to ensure that all required activities are successfully completed.

Q. MR. HAMMAN SUGGESTS THAT PARTICIPATION BY THIRD PARTIES OR ALECs DURING "END-TO-END" TESTING IS REQUIRED TO CONFIRM THE END-TO-END TEST RESULTS. IS HE CORRECT?

A. No. End-to-end testing requires a high degree of technical knowledge in order to construct a meaningful test. Mr. Hamman does not suggest who might have the requisite technical knowledge, either any independent party or any ALEC. More to the point however, the best use of end-to-end testing is to confirm the ability of systems and processes used to provision, maintain and render bills before any requests have been made for the resold service or unbundled network element. Obviously, one test of the sufficiency of systems and processes is BellSouth's ability to put into service resold services and unbundled network elements in the "real world". BellSouth has satisfied this test for the vast majority of resold services and unbundled network elements, which is evident from the "live activity" reflecting actual counts of units in service. The second test of the sufficiency of BellSouth's systems and process is to conduct the end-to-end testing I discussed earlier.

Q. ON PAGE 12 OF MR. HAMMAN'S TESTIMONY HE ASSERTS THAT THE LIVE ACTIVITY SUMMARIES INCLUDED IN BELLSOUTH'S 87 BINDERS ARE "NOT AN INDICATION THAT THE ELEMENTS ACTUALLY BEING DEPLOYED ARE BEING USED BY ALECs." PLEASE COMMENT.

A. BellSouth is not required by the Act or this Commission's Orders to ensure that the elements ALECs purchase from BellSouth are actually used by the ALECs. BellSouth's obligation is simply to provide them. Mr. Hamman's complaint is analogous to saying that an automobile dealer does not sell automobiles unless it can confirm that the automobiles are actually being driven by the buyer.

Q. IS THERE ANY MERIT TO MR. HAMMAN'S CLAIMS ON PAGE 21 OF HIS TESTIMONY THAT BELLSOUTH HAS NOT COMPLIED WITH ITS COLLOCATION OBLIGATION?

A. No. First of all, Mr. Hamman never really gets to whatever point it is he is trying to make. I will note, however, that In addition to the one arrangement in service now in Georgia, seven other physical collocation arrangements are in progress in Florida with a total of 61 arrangements in progress in BellSouth's region.

Q. ON PAGE 26 OF MR. HAMMAN'S TESTIMONY HE QUESTIONS THE NUMBER OF INTERCONNECTION TRUNKS BELLSOUTH HAS PUT

IN PLACE CONNECTING ALEC NETWORKS TO THE BELLSOUTH NETWORK. PLEASE COMMENT.

A. First, Mr. Hamman apparently takes BellSouth to task for not stating the quantity of interconnection trunks in terms of DS-1 facilities employed. BellSouth correctly stated the number of interconnection trunks in service as 7,612 as of June 1, 1997. This is the quantity of simultaneous conversations that could be held. When most people use the term "trunk" they are referring to a connection capable of carrying a conversation, not to the quantity of transmission devices used. While Mr. Hamman correctly notes the capacity of a DS-1 facility as being 24, he misses the much more important point that a large number of conversations (7,612 as of June 1, 1997) between BellSouth customers and ALEC customers in Florida can take place simultaneously over the installed interconnection trunks.

Q. MR. HAMMAN ALSO MAKES THE STATEMENT ON PAGE 26 THAT "BELLSOUTH ERRONEOUSLY EQUATES INTERCONNECTION FOR PROVIDING ACCESS WITH INTERCONNECTION FOR PROVIDING LOCAL SERVICE." IS HE CORRECT?

A. No. While Mr. Hamman may be confused about what facilities are in place for access versus local interconnection, BellSouth certainly is not. All of the information in BellSouth's 87 binders referring to live activity

refers solely to arrangements, unbundled network elements or resold services provided to ALECs except unless explicitly noted otherwise.

Q. ON PAGE 43 OF MR. HAMMAN'S TESTIMONY, HE STATES THAT "DIRECT ROUTING IS NOT CURRENTLY AVAILABLE USING EITHER LCCs [LINE CLASS CODES] OR AIN [ADVANCED INTELLIGENT NETWORK]." IS HE CORRECT?

A. No. Mr. Hamman seems unaware of the outcome of AT&T's arbitration proceedings before this Commission. This Commission found direct routing (which has also been referred to as customized routing and selective routing) to be technically feasible and ordered BellSouth to provide it using Line Class Codes on a first come, first served basis. Despite that outcome of the arbitration process, to date AT&T has only requested that BellSouth provide direct routing in BellSouth's switches in Georgia and BellSouth is in the process of deploying that capability. My understanding is that AT&T began using the selective routing capability in Georgia beginning in July, 1997. Mr. Hamman raises a new issue here which he refers to regarding conversion of the dialed code "411" to a 900 number before passing it to AT&T. This capability was not part of the arbitration proceedings and is thus rightly the topic of the Bona Fide Request process. This is simply not, as Mr. Hamman suggests, "another example of BellSouth's efforts to delay providing the items it has promised."

Q. ON PAGE 46 OF HIS TESTIMONY, MR. HAMMAN COMPLAINS THAT "WHEN CUSTOMERS DIAL 411 TODAY IN FLORIDA, BOTH THE BELLSOUTH CUSTOMER AND THE ALEC CUSTOMER WILL HEAR THE BELLSOUTH BRAND." HOW MIGHT AN ALEC HAVE 411 CALLS FROM ITS CUSTOMERS BRANDED?

A. One way is through the use of selective routing as I discussed earlier. This capability is available to all ALECs as a result of this Commission's requirements. If an ALEC wants its calls branded, it can make such a request to BellSouth and BellSouth stands ready to provide that capability. The simple fact is that to date AT&T has not requested selective routing in Florida.

Q. ON PAGE 47 OF HIS TESTIMONY, MR. HAMMAN DISCUSSES THE TOPIC OF TELEPHONE NUMBERS AND STATES "METHODS AND PROCEDURES FOR ASSIGNMENT OF TELEPHONE NUMBERS THAT APPLY EQUALLY TO EVERYONE INCLUDING BELLSOUTH MUST BE ESTABLISHED. THESE DO NOT EXIST TODAY." IS HE CORRECT?

A. No. In the 87 volumes of information filed with this Commission, BellSouth included approximately 266 pages of procedures for assignment of telephone numbers (NXX codes). More importantly, however, is the fact that as of June 23, 1997, BellSouth had assigned 130 NXX codes to ALECs in Florida and a total of 496 NXX codes to

ALECs in BellSouth's nine-state region. Thus, there is simply no merit to Mr. Hamman's suggestion that ALECs are not able to obtain telephone numbers for their customers.

Q. BEGINNING ON PAGE 51 OF MR. HAMMAN'S TESTIMONY, HE DISCUSSES THE AVAILABILITY OF THE ROUTE INDEXING-PORTABILITY HUB (RI-PH) FOR PROVIDING INTERIM NUMBER PORTABILITY TO VERY LARGE CUSTOMERS. HAS BELLSOUTH AGREED TO PROVIDE THE RI-PH METHOD?

A. Yes. RI-PH is an extrapolation of the direct inward dialing ("DID") method of service provider number portability (SPNP), where the intercompany traffic is delivered from a "hub" location, typically the access tandem, rather than delivered from each local switching office. As with the DID method, when a telephone call is placed to a "ported" number, the receiving local switching office analyzes all seven digits of the dialed number and determines that the call should be transferred to another local service provider's switch. With RI-PH, the switching office prefixes a three-digit code that identifies the ALEC onto the dialed number. The call is then transmitted to the access tandem via a common facility or trunk group. The access tandem analyzes the carrier code, determines the appropriate ALEC to which the call must be directed, and transmits the call to that ALEC.

The technical feasibility of RI-PH was confirmed in the BellSouth lab environment during November, 1996 and was agreed to in the interconnection agreement between BellSouth and AT&T. RI-PH is technically feasible and can be implemented as requested by the ALEC with the following exception: RI-PH will not function in analog switches (e.g., 1AESS, 2BESS) that are serving an area where ten digit local dialing is required. However, there are no 2BESS switches in use in the BellSouth network in Florida. Further, there are only a very few 1AESS switches using ten digit local dialing because of recent area code splits.

I do not fully understand why Mr. Hamman raises RI-PH as an issue here. BellSouth has already indicated its willingness to and its capability to provide interim number portability using RI-PH upon request of AT&T or another ALEC.

REBUTTAL TO MR. MCCAUSLAND'S TESTIMONY (WORLDCOM)

Q. ON PAGE 18 OF HIS TESTIMONY, MR. MCCAUSLAND COMPLAINS THAT "WORLDCOM HAS INCURRED SIGNIFICANT EXPENSE TO INTERCONNECT TO BELLSOUTH'S 911 NETWORK TO ENSURE THE SAFETY OF WORLDCOM'S CUSTOMERS." DOES BELLSOUTH REQUIRE WORLDCOM TO INTERCONNECT WITH BELLSOUTH'S 911 ARRANGEMENTS DIFFERENTLY THAN BELLSOUTH CONNECTS TO THOSE SAME ARRANGEMENTS?

A. No. BellSouth's switches are connected in exactly the same way as WorldCom's switches. Mr. McCausland notes that ". . .the intent of those who established the pre-existing 911 network seems to be good. . . ." It is unclear to me exactly what, if anything, Mr. McCausland believes BellSouth should do in order to make interconnection to BellSouth's 911 arrangements easier for WorldCom.

REBUTTAL TO MR. CHASE'S TESTIMONY (INTERMEDIA)

Q. ON PAGE 11 OF MR. CHASE'S TESTIMONY HE STATES "SOMETIMES BST [BELLSOUTH TELECOMMUNICATIONS, INC.] CONTINUES TO BILL CUSTOMERS WHO HAVE SIGNED UP WITH ICI [INTERMEDIA] BUT WHOSE CONVERSION IS DELAYED." IS THIS INAPPROPRIATE?

A. No. BellSouth is entitled to bill for its services so long as a customer is still enjoying the use of those services. In the case Mr. Chase highlights, BellSouth is still providing service to the end user and is rightly entitled to receive compensation. Obviously it is possible that a customer might be "signed up" for service from Intermedia for some time far into the future and of course BellSouth should continue to be compensated until the customer's service is moved from BellSouth to Intermedia.

Q. ON PAGE 11 OF HIS TESTIMONY, MR. CHASE STATES "THERE HAVE BEEN INSTANCES WHERE THE LCSC HAS SENT FOCs AND

CSRs FOR COMPLEX SERVICES TO ICI [INTERMEDIA] BEFORE BST HAS ACTUALLY PROCESSED THE ORDERS." PLEASE COMMENT.

A. If there is a problem, the problem stems from Intermedia's not accurately billing its customers. The Firm Order Confirmation (FOC) and Customer Service Record (CSR) were never intended to be signals to an ALEC that it was appropriate for it to begin billing its customer for service. If Intermedia is using FOCs and CSRs in such a manner, it can expect continued billing problems to its customers which BellSouth cannot correct or control. While BellSouth has not agreed to provide completion notification to ALECs on a manual basis, those ALECs which choose to place orders electronically with BellSouth do in fact have access to completion notices. Thus, Intermedia can access the information it apparently wants and needs by using BellSouth's electronic interfaces. As long as Intermedia chooses to place its orders with BellSouth manually (that is, via facsimile) , Intermedia will know that the service order was completed on the scheduled date unless BellSouth notifies Intermedia to the contrary.

REBUTTAL TO MS. STROW'S TESTIMONY (INTERMEDIA)

Q. MS. STROW REFERS REPEATEDLY IN HER TESTIMONY TO BELLSOUTH'S PROVIDING UNBUNDLED LOOPS AND NETWORK ELEMENTS TO SUPPORT THE PROVISION OF LOCAL FRAME RELAY SERVICE. IS SHE CORRECT THAT BELLSOUTH HAS NOT

PROVIDED REQUIRED NETWORK ELEMENTS FOR INTERMEDIA TO PROVIDE LOCAL FRAME RELAY SERVICE?

A. No. BellSouth has made all required elements available to Intermedia since March 24, 1997. On March 17, 1997, BellSouth provided descriptions and drawings to Intermedia depicting the unbundled network elements required. These unbundled network elements for Frame Relay service provided from Intermedia's switch include the following:

- DS0 loop
- DS1 loop
- Interoffice transport
- Cross-connections within the BellSouth central office
- Loop concentration within the BellSouth central office

Q. DID BELLSOUTH OFFER TO AMEND THE INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH AND INTERMEDIA TO PROVIDE THE REQUIRED UNBUNDLED NETWORK ELEMENTS?

A. Yes. My understanding is that BellSouth sent a proposed amendment to Intermedia on or about March 24, 1997.

Q. ON PAGE 33 OF HER TESTIMONY, MS. STROW STATES THAT BELLSOUTH IS NOT PROVIDING INTERMEDIA WITH ACCESS TO BELLSOUTH'S 911 AND E911 SERVICES. IS SHE CORRECT?

A. No. Ms. Strow's position is confusing. She first states that BellSouth is providing access to a limited extent; that is, where local exchange service is provided over Intermedia's own local exchange facilities by which I presume she refers to Intermedia's switch. She then attempts to describe a situation where access to BellSouth's 911 and E911 services is not available to Intermedia "to the extent that Intermedia has requested 911 and E911 access in association with UNEs. Apparently, Ms. Strow's contention is that Intermedia's switches cannot be arranged to access BellSouth's 911 and E911 arrangements because she argues that unbundled network elements required for Intermedia to provide Frame Relay are not available. She is simply incorrect. As I pointed out earlier in my testimony, all unbundled network elements required for Intermedia to provide Frame Relay service from its switch have been available to Intermedia since March 24, 1997.

Other ALECs are today accessing BellSouth's 911 and E911 arrangements. As of June 26, 1997, seven (7) ALECs in Florida were sending mechanized updates to the BellSouth 911 and E911 databases for ALEC customers. Further, as of June 1, 1997, there were 88 trunks in service connecting ALEC switches in Florida with BellSouth's 911 and E911 arrangements.

Q. ON PAGE 35 OF HER TESTIMONY, MS. STROW CLAIMS THAT ACCESS TO BELLSOUTH'S DIRECTORY ASSISTANCE SERVICES IS NOT AVAILABLE TO INTERMEDIA. IS SHE CORRECT?

A. No. Here again, Ms. Strow confuses two very different issues. I believes she is here again confusing the provision of unbundled network elements Intermedia needs in order to provide Frame Relay to its customers with an entirely different topic, in this case, access to directory assistance services. As I pointed out earlier in my testimony, all required unbundled network elements required for Intermedia to provide Frame Relay service have been available to Intermedia since March 24, 1997.

Other ALECs are today using BellSouth's unbundled directory assistance services. The simple fact is that 156 trunks are in service as of June 1, 1997 between ALEC switches in Florida and BellSouth's directory assistance platform. Seven (7) ALECs in Florida use BellSouth's Directory Assistance Access Service (DAAS). Three ALECs in Florida use BellSouth's Directory Assistance Call Completion (DACC) service. Nine (9) ALECs in Florida are using BellSouth's Directory Assistance Database Service (DADS) and one (1) ALEC in Florida is using BellSouth's Direct Access to Directory Assistance Service (DADAS).

Q. ON PAGE 36 OF HER TESTIMONY, MS. STROW CLAIMS THAT ACCESS TO BELLSOUTH'S OPERATOR CALL COMPLETION SERVICES IS NOT AVAILABLE TO INTERMEDIA. IS SHE CORRECT?

A. No. Once again, Ms. Strow makes a strained attempt to show that BellSouth cannot provide access to operator call completion services because of her incorrect assertion that BellSouth does not provide the unbundled network elements which Intermedia has requested of BellSouth. All the required network elements have been available to Intermedia since March 24, 1997.

Other ALECs are using BellSouth's operator call completion services. As of June 1, 1997, there were 31 trunks in service connecting ALEC switches in Florida with BellSouth's operator call completion services platform.

Q. ON PAGE 38 OF HER TESTIMONY, MS. STROW CLAIMS THAT ACCESS TO BELLSOUTH'S WHITE PAGE DIRECTORY LISTINGS IS NOT AVAILABLE TO INTERMEDIA. IS SHE CORRECT?

A. No. Ms. Strow readily admits that "Yes, Intermedia has submitted white page directory listings to BellSouth, but only on a very limited basis." The "limited basis" she refers to is obviously a choice made by Intermedia. BellSouth stands ready to provide access to white page

listings to Intermedia as it does with other ALECs in Florida and throughout BellSouth's nine-state region. Once again, Ms. Strow attempts to confuse the separate issues of whether BellSouth is providing access to white page listings and her incorrect assertion that BellSouth does not provide all of Intermedia's requested unbundled network elements.

Q. ON PAGE 41 OF HER TESTIMONY, MS. STROW CLAIMS "BELLSOUTH HAS NOT PROVIDED INTERMEDIA WITH A NONDISCRIMINATORY ACCESS TO DATABASES AND ASSOCIATED SIGNALING NECESSARY FOR CALL ROUTING AND COMPLETION. . . ." IS SHE CORRECT?

A. No. This is yet one more instance of Ms. Strow's attempting to confuse the issue of providing unbundled network elements for Intermedia's Frame Relay service with the issue of BellSouth's providing access to databases and associated signaling. BellSouth has in fact provided nondiscriminatory access to the databases Ms. Strow cites. For example, from January, 1997 through April, 1997, ALECs and other telecommunications service providers made 8 million queries of the BellSouth 800 database. During that same period, ALECs and others made over 129 million queries of the BellSouth Line Information Database (LIDB) for calling card verification. One ALEC is directly connected to BellSouth's signaling network (SS7) while seven (7) other

ALECs access BellSouth's signaling network through a third party signaling "hub" provider.

Q. ON PAGE 46 OF HER TESTIMONY, MS. STROW CLAIMS BELLSOUTH HAS NOT PROVIDED INTERMEDIA WITH INFORMATION NECESSARY TO CORRECTLY FORMAT AND ENTER INFORMATION INTO BELLSOUTH'S SERVICE MANAGEMENT SYSTEM (SMS). PLEASE COMMENT.

A. This is yet one more example of Ms. Strow's confusing the issue of BellSouth's providing unbundled network elements to Intermedia for its Frame Relay service and the issue access to BellSouth's Service Management System. First of all, Ms. Strow readily admits that Intermedia has not made any request for such information. Regardless, BellSouth stands ready to provide such information and access should Intermedia decide to make a request. Such is also the case with access to BellSouth's Advanced Intelligent Network (AIN) Service Creation Environment which has also been referred to as the Open AIN Toolkit. Intermedia has not made any such request for access, yet complains that BellSouth does not provide it to Intermedia.

Second, as I have stated repeatedly, BellSouth has made all required unbundled network elements for Intermedia's providing a Frame Relay service from its switch since March 24, 1997.

Q. ON PAGE 48 OF HER TESTIMONY, MS. STROW STATES THAT BELLSOUTH'S INTERIM NUMBER PORTABILITY CAPABILITIES (THAT IS, REMOTE CALL FORWARDING AND DIRECT INWARD DIALING) DO NOT MEET THE NUMBER PORTABILITY REQUIREMENTS OF THE TELECOMMUNICATIONS ACT OF 1996. IS SHE CORRECT?

A. No. These capabilities are fully compliant with the FCC's interim number portability requirements. It may be that Ms. Strow is confused regarding the requirements for interim number portability compared to the requirements for permanent number portability. In any event, however, Ms. Strow readily admits on page 48 of her testimony that "BellSouth has provided interim number portability capabilities on an ongoing basis to Intermedia." If Ms. Strow is in fact discussing Permanent Number Portability, BellSouth has been and will continue to work with this Commission to implement Permanent Number Portability in a timely manner.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.