

1 SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP

2 SPRINT METROPOLITAN NETWORKS, INC.

3 REBUTTAL TESTIMONY OF RICHARD A. WARNER

4 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

5 DOCKET NO. 971314-TP

6 FEBRUARY 6, 1998

7
8 Q. PLEASE STATE YOUR NAME AND ADDRESS.

9 A. My name is Richard A. Warner. My business address is 151
10 Southall Lane, Maitland, Florida 32751

11
12 Q. ARE YOU THE SAME RICHARD A. WARNER WHO PROVIDED DIRECT
13 TESTIMONY IN DOCKET 971314-TP?

14
15 A. Yes.

16
17 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

18
19 A. My testimony addresses the direct testimony of
20 BellSouth witnesses Jerry W. Moore and W. Keith
21 Milner.

22
23 Q. WHAT IS YOUR GENERAL REACTION TO THE POSITIONS
24 PRESENTED IN MR. MILNER'S DIRECT TESTIMONY?

1 A. Mr. Milner's testimony clearly ignores any reference
2 to the interconnection agreement, or any other
3 operational agreement between the two companies. Mr.
4 Milner also on page three, lines 16 through 18 of his
5 testimony, indicates that the majority of the issues
6 raised have been long since resolved. However,
7 BellSouth's own exhibit, Exhibit JWM-1, clearly
8 indicates that just on the issue of Firm Order
9 Confirmation ("FOC") return alone, BellSouth has
10 shown no improvement from its first reported month,
11 April, 1997, to its last reported month, December,
12 1997. As indicated in my direct testimony, not only
13 is Sprint still experiencing delays due to such
14 issues as late notification of a facilities problem,
15 but much of the improvement in meeting Sprint
16 customer desired due date commitments is due to
17 Sprint's adding time into the process when discussing
18 dates with its customers. This time is added due to
19 Sprint's lack of confidence in BellSouth's ability to
20 meet its commitments. The FOC is a key starting
21 point in the service delivery process. Until
22 BellSouth begins to meet its commitments on this key
23 deliverable, Sprint must continue to add days to its
24 installation intervals in discussions with customers
25 rather than quoting standard intervals.

1 Q. BELLSOUTH'S WITNESS MILNER ALSO DENIES THAT BELLSOUTH
2 HAS FAILED TO IDENTIFY SITES WHERE FACILITIES
3 UPGRADES HAD TO BE COMPLETED PRIOR TO INSTALLATION OF
4 THE SERVICE REQUESTED BY SPRINT. WHAT ADDITIONAL
5 INFORMATION CAN YOU PROVIDE RELATIVE TO THE SPECIFIC
6 CUSTOMER EXAMPLES DISCUSSED BY MR. MILNER ON PAGES 5
7 & 6 OF HIS DIRECT TESTIMONY?

8
9 A. Witness Milner indicates on page 6, lines 8 through
10 12, regarding PON001895 (Customer A), that BellSouth
11 once again failed to deliver POC within 48 hours as
12 committed to Sprint. Mr. Milner's testimony
13 demonstrates the frustration BellSouth causes Sprint
14 and its customers by indicating it was April 23,
15 1997, 19 days after receipt of Sprint's order and 8
16 days after the original requested due date of April
17 11, 1997, before BellSouth notified Sprint of a delay
18 in the delivery of the service. Mr. Milner's
19 testimony also states on page six, lines 18 through
20 21, that the order was delayed from its original date
21 due to a lack of available facilities, "a condition
22 BellSouth could not have been aware of at the time
23 the original due date was set". I disagree with that
24 statement in several ways. First, the original due
25 date was April 11, 1997. Sprint did not receive the

1 faxed FOC until April 10, 1997, and it did not
2 provide any indication that there was a facility
3 issue. Notification of the facility issue was not
4 provided until April 23, 1997. Therefore, the
5 original due date was delayed due to BellSouth's
6 inefficient service order processes, not the facility
7 issue. Secondly, Mr. Milner states that BellSouth
8 could not be aware of the facility issue at the time
9 the original due date was set. This implies that
10 BellSouth is helpless to assist Sprint in determining
11 the validity of the due date until some later point
12 in the service delivery process, often after the
13 original scheduled due date. Due to the number of
14 facility issues Sprint has encountered in the
15 metropolitan Orlando area, Sprint has requested that
16 BellSouth perform a "field check" of the facilities
17 assigned before a commitment is made to Sprint's
18 customers. Sprint has indicated in discussions with
19 the BellSouth account team that once BellSouth had
20 demonstrated it has taken sufficient action to
21 eliminate the facility problem in metropolitan
22 Orlando, Sprint would no longer request the "field
23 check" on each order. The Firm Order Confirmation
24 indicates BellSouth has received a valid service
25 order and the field check confirms the facilities are

1 available. It appears that BellSouth "chose" not to
2 investigate the validity of the facility assignments
3 provided to Sprint on their FOC, until many days
4 after the original due date. Sprint Witness Graham
5 will provide additional details regarding the
6 specifics of PON001895.

7
8 On page seven, line one, of Mr. Milner's testimony he
9 indicates that BellSouth completed work on PON
10 N004310 (Customer B), on May 30, 1997. He ignores
11 the fact that May 30, 1997, was a full month after
12 the due date of April 29, 1997. Instead, he provides
13 examples of Sprint's issues. Sprint has never
14 claimed to be error-free, nor has it attempted to
15 hold BellSouth responsible for Sprint errors.
16 However, a closer review of the situation will show
17 that the reason BellSouth did not complete its work
18 until May 30, 1997, was due completely to BellSouth's
19 failure to react to a known facility issue. Later in
20 this testimony, as it relates to Mr. Milner testimony
21 on PON N005750, I will address the issue of a lack of
22 facilities between Sprint's central office location
23 at 200 E. Robinson and BellSouth's Magnolia central
24 office. It is this same facility issue which held up
25 PON N004310. The "errors" by Sprint mentioned by

1 Witness Milner were due in large part to Sprint's
2 efforts to change its provisioning methods to
3 accommodate BellSouth. Again, on page 7, lines 12
4 through 14, Mr. Milner states, "the order was delayed
5 from competing on its originally scheduled dates due
6 entirely to Sprint's problems and errors. However,
7 Mr. Milner's own testimony, page 7, line 1, indicates
8 BellSouth was a month late in completing its work.
9 Therefore, the original due date was actually missed
10 due to BellSouth not completing its work until May
11 30, 1997.

12
13 Q. CAN YOU PROVIDE ADDITIONAL DETAILS REGARDING THE LACK
14 OF FACILITIES BETWEEN SPRINT'S 200 E. ROBINSON STREET
15 CENTRAL OFFICE AND BELL SOUTH'S MAGNOLIA CENTRAL
16 OFFICE?

17
18 A. Yes. Mr. Milner's testimony, page 7, lines 16
19 through 25 indicates BellSouth was unable to complete
20 service for an order, PON N005750 (Customer 'C'),
21 because of insufficient facilities in BellSouth's
22 Digital Loop Carrier system at Sprint's 200 E.
23 Robinson Street, Orlando, location. Particularly
24 disturbing is Mr. Milner's comment on line 23 which
25 indicates that Sprint "assumed" approximately 50

1 pairs were available when in fact they were
2 exhausted. My testimony will show the many, many
3 efforts of Sprint to not only advise BellSouth of
4 its facility needs at the 200 E. Robinson location,
5 but to also insist that BellSouth be proactive and
6 provide a solution in advance of Sprint's placement
7 of orders. Sprint's documentation will demonstrate
8 that in spite of Sprint's efforts to assist BellSouth
9 by notifying them and participating in meetings to
10 select the most economical solution (for BellSouth),
11 BellSouth failed to react. Mr. Milner's testimony is
12 not only inaccurate, but insulting when Sprint
13 considers all that it did to try to get BellSouth to
14 provide the facilities required at the 200 E.
15 Robinson location. In order to help ensure an
16 understanding of the true nature of this situation, I
17 will provide some additional clarification. Early in
18 September, 1996, Sprint issued orders to BellSouth
19 for approximately 100 DSO loops. These were needed to
20 serve customers located in different BellSouth
21 exchanges, thus requiring facilities between the
22 Sprint central office at 200 E. Robinson and
23 BellSouth's Magnolia central office, which is
24 Sprint's point of interface with BellSouth. When
25 BellSouth began to process the orders it was

1 determined that BellSouth did not have sufficient
2 facilities. Several coordination meetings were held
3 with BellSouth's Outside Plant Engineering team,
4 including Mr. Earl Beck, an Outside Plant Engineering
5 Designer. The first meeting was held on October 9,
6 1996. Based on Sprint's forecasted need for
7 approximately 1000 loops by the end of 1997,
8 BellSouth indicated it would install two Subscriber
9 Loop Carrier (SLC) systems in the Sprint central
10 office to provision facilities back to the Magnolia
11 central office. On October 16, 1996, Sprint
12 installed a conduit between the main BellSouth
13 equipment room for 200 E. Robinson and Sprint's
14 central office, in that same building. Subsequently,
15 BellSouth placed cable in the conduit and installed
16 cabling and termination blocks to facilitate the
17 installation of two SLCs and RJ21 jacks to
18 accommodate 800 DSO loops. The first SLC was
19 installed and placed into service in November, 1996.

20
21 Follow-up discussions were held, including a meeting
22 at the Sprint central office on January 23, 1997,
23 with BellSouth's Mr. Robert Burke, an engineer and
24 several other BellSouth personnel. During this
25 meeting Sprint expressed concern that the first SLC

1 would soon be reaching capacity and the second SLC
2 needed to be installed. Over the next two months,
3 Sprint placed numerous follow-up telephone calls to
4 the various operations employees within BellSouth,
5 but BellSouth would not agree to a particular course
6 of action. Sprint was advised that BellSouth was
7 exploring three different options to serve Sprint's
8 200 E. Robinson location, and each option had a
9 different impact on that BellSouth operations
10 organization. Then, during the first week of April,
11 1997, Sprint followed up with Mr. Rick LaGrange,
12 BellSouth's project manager assigned to Sprint, as
13 well as again with Bob Burke, to inform them of
14 Sprint's imminent exhaustion of facilities.
15 Throughout this time Sprint had been providing
16 BellSouth with its forecasted access line
17 requirements, including the requirements for the
18 facilities between Sprint's 200 E. Robinson location
19 and BellSouth's Magnolia office. When PON N005750
20 Customer C was delayed due to a lack of facilities,
21 Sprint escalated this issue to BellSouth's account
22 team, managed by Ms. Linda McGrue. Due to this
23 escalation, a conference call was held on April 30,
24 1997, where several solutions were discussed. As an
25 interim solution, it was agreed that Sprint would

1 order capacity between its central office and
2 BellSouth's Magnolia office. At no point was Sprint
3 required to order and pay for this capacity, but
4 Sprint agreed, almost out of desperation, to achieve
5 the provisioning of service for its pending
6 customers. In short, rather than insist that
7 BellSouth install more physical cable, which could
8 have been required as a part of the Florida Public
9 Service Commission's Delayed Order Rules, or to
10 require BellSouth install the second SLC as it had
11 originally committed, Sprint agreed to pay for a
12 dedicated facility between the two locations. Sprint
13 agreed to this option as it saw this solution as the
14 quickest way to break the stalemate within BellSouth
15 and to get Sprint's customer converted. Mr. Milner
16 describes the service on page 8 of his direct
17 testimony. He describes the installation process of
18 this capacity and relates some of Sprint's challenges
19 to change all of its assignments to accommodate
20 BellSouth's chosen architecture without mentioning
21 the three months BellSouth was unwilling to provide
22 the facilities as required by both the Florida Public
23 Service Commission and the interconnection agreement
24 between Sprint and BellSouth. As I stated in my
25 direct testimony, page 26, lines 20 through 25 and

1 page 27 lines 2 through 11, Section IV. B. 1. of the
2 Sprint Metropolitan Networks, Inc./BellSouth
3 Interconnection agreement states:

4
5 *Interconnection shall be achieved via collocation*
6 *arrangements SMNI shall maintain at a BellSouth wire*
7 *center or other BellSouth network point.*

8
9 Section IV. B. 2 states:

10 *At SMNI's discretion, each unbundled loop or port*
11 *element shall be delivered to the SMNI collocation*
12 *arrangement over an individual 2-wire hand-off, in*
13 *multiples of 24 over a digital DS-1 hand-off in any*
14 *combination or order SMNI may specify, in multiples*
15 *of 672 over a digital DS-3 hand-off in any*
16 *combination or order SMNI may specify, or through*
17 *other technically feasible and economically*
18 *comparable hand-off arrangements requested by SMNI*
19 *(e.g., SONET STS-1 hand-off). Economically*
20 *comparable as used in this section refers to an*
21 *economically comparable effect upon SMNI and is not*
22 *meant to ensure an equivalent revenue stream or*
23 *contribution level to BellSouth.*

24
25 Mr. Milner again blames Sprint for these provisioning

1 difficulties with his comment on page 8, lines 21 and
2 22, regarding PON005750, as he states, "Here again,
3 the original due date was missed because of Sprint's
4 problems and errors." After everything Sprint did to
5 try to obtain the facilities required, to point out a
6 couple of errors by Sprint out of the multitude of
7 orders Sprint had to cancel/and or change due to
8 BellSouth's new provisioning solution only attempts
9 to shift the responsibility away from BellSouth for
10 provisioning of facilities to Sprint.

11
12 Q. DO YOU WISH TO COMMENT ON MR. MILNER'S TESTIMONY
13 REGARDING PON N000255 (Customer D)?

14
15 A. Yes. Mr. Milner's testimony on this customer is
16 simply incorrect and once again attempts to shift the
17 responsibility of BellSouth's own actions from
18 BellSouth to Sprint. While it is correct that Sprint
19 issued the supplement order on April 28, 1997, to
20 change the due date and correct the Connecting
21 Facility Assignment ("CFA"), Sprint did not fail to
22 perform any activity which led to the inappropriate
23 disconnection of this customer's service. Mr. Milner
24 testifies on page 9, lines 7 through 17 that
25 BellSouth completed the work on the scheduled due

1 date and it was Sprint's inaction which caused the
2 disconnection. As the operations team with BellSouth
3 is aware, the coordination of service conversions
4 from BellSouth to Sprint is accomplished through a
5 conference call during which time the work is
6 completed and confirmed. During this attempted
7 conversion it was agreed and confirmed by both
8 companies to NOT complete the conversion and
9 BellSouth agreed not to work its disconnect on May 4,
10 1997. Mr. Milner is simply incorrect when he states
11 that BellSouth's working of the disconnect on May 4,
12 1997 was appropriate. It is BellSouth's inability to
13 ensure that its automated processor doesn't follow
14 through with a disconnect when the conversion has
15 been postponed, for any reason, which caused the
16 customer to be out of service. As stated in my direct
17 testimony on pages 15 and 16, the SMNI-BellSouth
18 Interconnection agreement has very specific language
19 regarding the scheduling and changing of conversion
20 times. Witness Milner is incorrect when he states on
21 page 9, lines 15-17, that BellSouth "completed its
22 work on the date requested" and "it was Sprint's
23 inaction that caused this customer to be disconnected
24 in error." The conversion date was changed and
25 BellSouth's personnel received that date change.

1 BellSouth simply failed to, or was unable to stop its
2 systems from processing the disconnect order.

3
4 Q. DO YOU WISH TO COMMENT ON MR. MILNER'S TESTIMONY
5 REGARDING PON PARK.DSO1 through PARK.DSO4 (Customer
6 E)?

7
8 A. Yes. BellSouth witness Milner admits on page 9, line
9 20 that BellSouth disconnected this customer in
10 error. It is unfortunate that he continues to
11 confuse the issue with another page of information
12 regarding changes to the orders in an attempt to
13 shift the focus off of BellSouth's failure to work
14 the orders on the agreed upon date, therefore
15 disconnecting the customer in error. Witness Milner
16 incorrectly states on page 10, line 5, that these
17 orders were for services at a common location. This
18 customer has four separate locations and each order,
19 DSO1 through DSO4 was for a separate location.
20 Sprint agrees it made two changes to the orders, but
21 BellSouth had each change, agreed they had the
22 information in sufficient time to ensure the
23 conversion went smoothly, and then failed to perform
24 their work correctly, resulting in the customer's
25 disconnection of service.

1 Q. DO YOU WISH TO RESOND TO WITNESS MILNER'S TESTIMONY
2 REGARDING PON008866 (Customer P)?

3
4 A. Yes. Mr. Milner once again attempts to shift the
5 focus away from BellSouth's failure to provide the
6 service as requested. He omits key information,
7 incorrectly stating the true nature of the conversion
8 attempt. When Sprint was notified of the facilities
9 issue, it inquired as to the action plan to resolve
10 the problem. The options were to place physical
11 cable, move the facilities to a non-integrated loop
12 carrier device or determine if the integrated loop
13 carrier could actually perform the service as
14 requested. Sprint and BellSouth conducted joint
15 testing and confirmed that the integrated loop
16 carrier would indeed perform the services, however a
17 more expensive "card" was required in the unit.
18 BellSouth refused to "set precedent" by using the
19 more expensive card. Sprint asked if the costs would
20 be greater to BellSouth to place physical cable or
21 use the more expensive cards and the answer was
22 obviously to place cable because the cards were only
23 marginally more expensive then the standard cards.
24 Sprint then asked if using the cards was the only
25 issue and BellSouth expressed a second concern. the

1 provisioning method identified required BellSouth to
2 work the orders through its systems manually. Once
3 again, BellSouth was reluctant to "set precedent" by
4 the introduction of a manual process to complete
5 these orders. Therefore, in spite of both the
6 customer's and Sprint's requests to convert the
7 services, BellSouth refused. As an alternative,
8 Sprint agreed to order a different type of service, a
9 DS1 which would allow BellSouth to provide 24 of the
10 35 lines without using the integrated digital loop
11 carrier since BellSouth believed it had enough vacant
12 cable to provide the other 11 loops. Mr. Milner
13 incorrectly states on page 13, lines 5 through 7,
14 that BellSouth learned at a later date that Sprint
15 wanted BellSouth to provide the 11 loops through the
16 DCS. It was BellSouth's plan for Sprint to order the
17 DS1 and it was BellSouth's responsibility to know if
18 it had 11 vacant cable pairs to allow BellSouth to
19 avoid using the IDLC. Then, on page 13, lines 13
20 through 25, Mr. Milner again incorrectly states the
21 nature of the conversion attempt. The Channel
22 Service Unit (CSU) required at the customer site for
23 this alternative provisioning scenario, as mentioned
24 by Witness Milner, was indeed required, but Mr.
25 Milner fails to mention that the equipment vendor

1 responsible to provide it was BellSouth. Sprint
2 worked with the end user customer to communicate the
3 change in provisioning requirements. The BellSouth
4 equipment team had a difficult time getting a CSU and
5 getting it installed so, again, in a spirit of
6 cooperation and an effort to get this customer's
7 service converted, Sprint agreed to provide the CSU.
8 Mr. Milner's comments on page 14, lines 1 through 3,
9 regarding the cutover being delayed eight (8) days
10 due to Sprint's problems are incorrect, misleading
11 and again attempt to shift the blame away from
12 BellSouth's failure to deliver the facilities
13 ordered.

14
15 Q. PLEASE COMMENT ON WITNESS MILNER'S TESTIMONY
16 REGARDING BELL SOUTH'S DISCONNECTION OF CUSTOMERS
17 SEEKING TO MIGRATE TO SPRINT SERVICE PRIOR TO THE
18 DESIGNATED CUTOVER DATE?

19
20 A. Witness Milner's response is misleading and
21 confusing. On page 14, line 15, witness Milner
22 states that, "Obviously, if Sprint notifies BellSouth
23 too late in the process, customer service may be
24 affected." First of all, Sprint's notification to
25 BellSouth has not been discussed as being the issue

1 by either company. As discussed in my direct
2 testimony, pages 14-16, the SMNI-BellSouth
3 Interconnection agreement provides for a window of
4 opportunity for the conversion to be postponed for
5 any reason, even within the actual cutover. As such,
6 it is unclear what Witness Milner is referring to
7 with the phrase, " too late in the process".
8 Additionally, Mr. Milner describes this as the only
9 occasion. As Sprint Witness Graham discussed in her
10 direct testimony and will also discuss in her
11 rebuttal testimony, there were certainly more than
12 one occurrence of customers being disconnected in
13 error when attempting to migrate to Sprint's service.
14 Mr. Milner also states on page 15, lines 2 through 9,
15 that this problem has been long since resolved due to
16 the lack of continued occurrences. This implies it
17 is due to some change made within BellSouth when, in
18 fact, BellSouth has not notified Sprint of any change
19 within BellSouth which will prevent their processor
20 from automatically disconnecting a customer when the
21 due date is changed the night of the conversion
22 unless someone manually intercedes. The most
23 significant reason there have not been continued
24 occurrences is that Sprint could not afford the loss
25 of creditability in the marketplace caused by these

1 disconnects in error. Therefore, Sprint built into
2 its conversion schedules additional days to allow for
3 the greatest possible opportunity to complete the
4 conversion on schedule. As a result, the opportunity
5 for BellSouth to disconnect the customer in error is
6 greatly reduced. Secondly, when manual intervention
7 is required Sprint now follows-up with BellSouth to
8 ensure as much as is possible that the disconnect
9 will not be worked. To imply that BellSouth has
10 corrected this process is, to Sprint's knowledge,
11 inaccurate. Again, Mr. Milner incorrectly states on
12 page 15, lines 8 through 9, that there has been only
13 one incident.

14
15 Q. PLEASE COMMENT ON WITNESS MILNER'S TESTIMONY
16 REGARDING BELLSOUTH'S CAUSING SERVICE INTERRUPTIONS
17 DUE TO CALL ROUTING ERRORS, TRANSLATIONS PROBLEMS,
18 OR FAILURE TO PROPERLY IMPLEMENT INTERIM NUMBER
19 PORTABILITY.

20
21 A. Mr. Milner incorrectly states that there was only one
22 occasion and I am concerned by this testimony.
23 Sprint Witness Cloz's direct testimony, pages 21
24 through 24, describes in detail the efforts Sprint
25 has gone to in order to prevent service interruptions

1 happening. Particularly disturbing is Mr. Milner's
2 comment regarding the "one" situation, when clearly
3 BellSouth is fully aware that more than one occasion
4 occurred. As demonstrated by Ms. Cloz's direct
5 testimony, Sprint's George Head wrote BellSouth a
6 letter describing three occurrences. Then, on the
7 same day of an executive meeting where BellSouth was
8 demonstrating the training being implemented to
9 prevent this from happening again, it happened again.
10 BellSouth clearly has acknowledged the repetitive
11 nature of this situation, so Mr. Milner's testimony
12 is quite disturbing. While Sprint is pleased there
13 have not been recent examples of this situation, to
14 rely on training rather than a permanent process
15 correction concerns Sprint.

16
17 Q. DO YOU WISH TO COMMENT ON WITNESS MOORE'S TESTIMONY
18 REGARDING BELLSOUTH'S PROVISIONING OF FOC TO SPRINT?
19

20 A. Yes. Mr. Moore's testimony is confusing. On page 2,
21 line 25 and page 3, lines 1 through 3, Mr. Moore
22 states that BellSouth is now providing FOCs in a
23 timely manner. Yet, his own exhibit, Exhibit JWM-1,
24 indicates that BellSouth was no better in returning
25 FOC to Sprint in December of 1997 than it was in

1 April of 1997, failing to meet the 48 hour commitment
2 in both months. Mr. Milner then confuses the issue
3 more by incorrectly describing the process in a
4 general overview on page 3, lines 5 through 15. Mr.
5 Moore says that BellSouth attempts to verify the
6 existence of vacant facilities before returning the
7 FOC. This implies an activity which does not take
8 place. Mr. Milner's more detailed description of the
9 process on page 3, lines 21 through 25 and page 4,
10 lines 1 through 18 more correctly describes the
11 process, and does not attempt to imply BellSouth
12 verifies the existence of facilities. Sprint's
13 understanding of BellSouth's systems is that when
14 returning FOC BellSouth is only indicating that their
15 systems show vacant facilities, but no assurance that
16 they are actually available is provided.

17
18 Additionally, as described in my direct testimony,
19 pages 4 and 5, BellSouth's operations teams were
20 provided an opportunity to determine if it could meet
21 the 48 hour commitment before the two companies
22 agreed to that standard. BellSouth's operations
23 team, fully aware of the requirements to meet the 48
24 hour commitment, confirmed its ability to do so prior
25 to establishment of the standard. Mr. Moore's

1 testimony on page 5, lines 5 through 8, incorrectly
2 asks the commission to view BellSouth's performance
3 in the provision of FOC to Sprint with the "skewing
4 effect" of complex requests. Again, BellSouth was
5 fully aware of its requirements before committing to
6 the 48 hour standard. Finally, I'd like to point out
7 that Mr. Moore's description of the process to
8 document the times used in the study demonstrated in
9 Exhibit JWM-1 does not include the time required to
10 take the ASR received from Sprint and then manually
11 enter it into the LON database. While this can
12 sometimes be only a few minutes, it can just as often
13 be hours, if not days and the study distorts the
14 reality of the time it is taking to deliver FOC to
15 Sprint.

16
17 Q. DO YOU WISH TO COMMENT ON WITNESS MOORE'S TESTIMONY
18 REGARDING INSTALLATION INTERVALS.

19
20 A. Yes. Oddly enough, I find it interesting that Mr.
21 Moore uses the same document to demonstrate BellSouth
22 is providing competitive installation intervals that
23 I used in my direct testimony to indicate BellSouth
24 is failing to provide competitive installation
25 intervals. My point is a simple one. BellSouth has

1 provided to Sprint and other ALECs guidelines which
2 indicate that 2-wire unbundled loop orders of 1-5
3 lines will have a targeted installation interval of 5
4 days. Yet, by the Florida Public Service Commissions
5 own rules and regulations, Chapter 25-4.066, 95% of
6 the same retail orders are required to be completed
7 in three days. For Sprint or any other ALEC to be
8 successful in a competitive marketplace, BellSouth
9 must provide service for these, the smallest of order
10 types in the same timeframes as they do for their
11 retail customers.

12
13 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

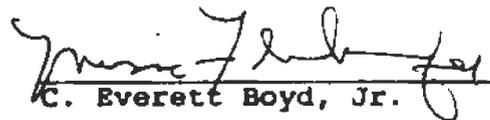
14
15 A. Yes.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by hand delivery on this 6th day of February 1998 to the following:

Will Cox, Esq.
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 370
Tallahassee, FL 32399-0850

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C. Everett Boyd, Jr.

971314-TP

RICHARD WARNEY
REBUTTAL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by hand delivery on this 6th day of February 1998 to the following:

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2/6/98