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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF JERRY HENDRIX
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKETS NO. [REDACTED] TP & NO. [REDACTED] TP

February 12, 1999

Q. PLEASE STATE YOUR NAME AND COMPANY NAME AND ADDRESS.

A. My name is Jerry Hendrix. I am employed by BellSouth Telecommunications, Inc., ("BellSouth") as Director - Interconnection Services Pricing. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from Morehouse College in Atlanta, Georgia, in 1975, with a Bachelor of Arts Degree. I began employment with Southern Bell in 1979, and have held various positions in the Network Distribution Department before joining the BellSouth Headquarters Regulatory organization in 1985. On January 1, 1996, my responsibilities moved to Interconnection Services Pricing in the Interconnection Customer Business Unit. In my position as Director, I oversee wholesale pricing and negotiations of interconnection agreements between BellSouth and Alternative Local Exchange Companies (ALECs).

Q. HAVE YOU TESTIFIED PREVIOUSLY?

A. Yes. I have testified in proceedings before the Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina Public

1 Service Commissions, the North Carolina Utilities Commission, and the
2 Tennessee Regulatory Authority.

3 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

4
5 A. The purpose of my testimony is to discuss BellSouth's policy position
6 on issues raised by Intermedia Communications, Inc. ("ICI") and e.spire
7 Communications, Inc. ("e.spire") in their Petitions for Arbitration filed
8 with the Florida Public Service Commission ("Commission") on
9 November 19, 1998 and November 25, 1998, respectively.
10 Specifically, I respond to the following issues raised by e.spire:
11 13(a)(b), and the following issues raised by ICI: 4, 13(a)(b), 14, and 15.

12 *Issue A. 4: Should BellSouth be required to convert special access*
13 *services purchased from BellSouth's tariff to unbundled network*
14 *elements for current customers? If so what should be the rates,*
15 *terms and conditions? (Intermedia Issue 5)*

16
17 Q. IS BELL SOUTH WILLING TO DEVELOP A PROCESS TO CONVERT
18 INTERMEDIA'S EMBEDDED BASE TO UNES?

19 A. BellSouth agrees to work with Intermedia in developing a plan to
20 convert its embedded base to UNEs. Such a plan needs to be
21 developed and implemented outside the Interconnection Agreement.

22 Q. WHY SHOULD THE PROCESS BE DEVELOPED AND
23 IMPLEMENTED OUTSIDE OF THE INTERCONNECTION
24 AGREEMENT?

25

1 A. Since the conversion process would likely be contrary to standard
2 procedure (i.e. an individual Local Service Request/Purchase Order
3 Number (LSR/PON)) is submitted per end user account, such requests
4 need to be negotiated on an individual case basis. Additionally, there
5 are too many variables to make the plan a part of the agreement. For
6 example, the specific terms, conditions, prices, and timeframes will
7 depend on the location of the customers affected, the facilities
8 involved, and the nature of the work required. Accordingly, the process
9 will need to be performed on a project management basis, involving a
10 number of departments, including the project managers at the Local
Carrier Service Center (LCSC), Intermedia's BST account team, and
others.

11 Q. HOW LONG SHOULD THE PROCESS TAKE TO DEVELOP A
12 CONVERSION PLAN, AND WOULD THERE BE ANY SAVINGS TO
13 INTERMEDIA VIA THE SIMULTANEOUS MASS CONVERSION?
14

15 A. BellSouth believes that a conversion plan could be developed within
16 the 30-day timeframe Intermedia is requesting. While BellSouth would
17 agree to perform the conversions, to the extent possible, on a
18 mechanized basis, the costs associated with the conversion will, for
19 the most part, be tariff based, e.g., the cost for converting a service
20 where no physical change to the network is required will be a record
21 change charge. However, BellSouth LCSC Operations Management
22 will give serious consideration to any spreadsheets or other methods
23 proposed by Intermedia in a effort to reduce costs. Whether savings
24 would be possible from any non-standard processes will not be known
25 until a plan is jointly agreed upon.

1 **Issue A. 13(a)(b): What should be the appropriate reciprocal**
2 **compensation rate level for the transport and termination of local**
3 **traffic? For what purpose of reciprocal compensation, should the**
4 **definition of local traffic that originates from or terminates to an**
5 **Enhanced Service Provider (ESP) or Information Service Provider**
6 **(ISP)? If so, what are the appropriate reciprocal compensation**
7 **rate levels for ESP and ISP traffic? (e.spire Issue GTC-8 and ICI**
8 **Issue 10a)**

8 **Q. ARE DIAL-UP CALLS PLACED TO INTERNET SERVICE**
9 **PROVIDERS ("ISP") DEFINED AS "LOCAL TRAFFIC" FOR**
10 **PURPOSES OF THE E.SPIRE/BELLSOUTH AND ICI/BELLSOUTH**
11 **INTERCONNECTION AGREEMENT?**

12 **A. No. Calls made by an end-user customer to access the Internet,**
13 **Information Services Provider ("ISP") local calls, but are jurisdictionally**
14 **interstate. Additionally, these types of calls are not subject to the**
15 **reciprocal compensation requirements in the context of negotiating the**
16 **interconnection Agreements between e.spire and BellSouth, and ICI**
17 **and BellSouth.**

18 **Q. WHAT IS THE JURISDICTIONAL NATURE OF SUCH TRAFFIC?**
19

20 **A. ISP traffic is interstate and is not subject to reciprocal compensation**
21 **obligations. The fact that a single Internet call may simultaneously be**
22 **interstate, international and intrastate makes it inseverable for**
23 **jurisdictional purposes. This inability to distinguish the jurisdictional**
24 **nature of each communication that traverses an internet connection**
25 **coupled with the predominant interstate nature of internet**

1 communications leads to the inescapable conclusion that all Internet
2 traffic must be considered jurisdictionally interstate.

3 One of the great values of the Internet is that the hosts are not tied to a
4 certain geographic location. An ISP may have multiple local telephone
5 numbers; however, it would not typically have multiple locations for its
6 hosts. Instead, it would more economically provide these services by
7 centralizing at one location. This is a "best practice" engineering
8 design. Even when the content on a host is specifically designed and
9 intended for a specific geographic area, such content does not need to
10 be, and rarely is, hosted in that area. An example is Lycos CityGuide
11 Service. According to information made available by Lycos, its
12 CityGuide service provides locally-related content to over 1,000 cities.
13 However, all of these CityGuide services are hosted from servers
14 located in Pittsburgh, Pennsylvania. Thus, even if I am at a computer
15 in Miami downloading information about Miami, my computer is actually
16 receiving that information from a server located in Pennsylvania. This
17 dispersion of servers worldwide and the lack of duplication attest to the
18 fact that use of the Internet will invariably involve interstate
19 communications.

20 Further illustration of the interstate nature of Internet bound traffic is
21 found in looking at the most visited websites. A list of the top 100 Web
22 sites in terms of number of hits can be found at www.hot100.com. The
23 following list includes the top five sites for the week of October 7, 1998,
24 and their geographic locations, based on discussions with the owners
25 of such sites, information contained in the site or in their respective
 SEC filings, or other such sources: 1) Yahoo: Silicon Valley, CA,
 Washington, D.C., Phoenix, and New York City, 2) Netscape: Silicon
 Valley, CA, 3) Microsoft: Redmond, WA, 4) Infoseek: Sunnyvale, CA,

1 and 5) Altavista: Silicon Valley, CA. As seen from this list, none of
2 these sites are geographically located in Florida. Thus, a Miami user
3 who accesses one of these top websites invariably utilizes interstate
4 exchange access facilities.

5 Q. DESCRIBE HOW ISP TRAFFIC IS ROUTED.

6 A. The following describes how a call by an end user is routed to the ISP.
7 Internet service is a subset of the services that the FCC has classified
8 as enhanced services. As I explain below in more detail, the FCC has
9 exempted enhanced service providers from paying interstate access
10 charges. Hence, ISPs are permitted to obtain and use local exchange
11 services to collect and terminate their interstate traffic. End users gain
12 access to the Internet through an ISP. The ISP location, generally
13 referred to as an ISP Point of Presence (POP), represents the edge of
14 the Internet and usually consists of a bank of modems. ISPs can use
15 the public switched network to collect their subscribers' calls to the
16 Internet. In this case, ISP subscribers access the ISP by dialing a local
17 telephone number via their computer modem to connect to the ISP.
18 The ISP typically purchases business service lines from various local
19 exchange company end offices and physically terminates those lines at
20 an ISP premise, which are usually modem banks that connect to the
21 Internet. The ISP converts the signal of the incoming call to a digital
22 signal and routes the call, through its modems, over its own network to
23 a backbone network provider, where it is ultimately routed to an
24 Internet-connected host computer. Internet backbone networks can be
25 regional or national in nature. These networks not only interconnect
ISP POPs but also interconnect ISPs with each other and with online
information content.

1 The essence of Internet service is the ease with which a user can
2 access and transport information from any host connected to the
3 Internet. The Internet enables information and Internet resources to be
4 widely distributed and eliminates the need for the user and the
5 information to be physically located in the same area. ISPs typically
6 provide, in addition to Internet access, Internet services such as e-mail,
7 usenet news, and Web pages to their customers. ISPs that have
8 multiple local telephone numbers (as is the case for many ISPs) would
9 not have duplicate hosts for such services in each local dial location.
10 Indeed, such duplication would defeat a primary advantage of the
11 Internet. Thus, when a user retrieves e-mail or accesses usenet
12 messages, for example, it is highly unlikely that the user is
13 communicating with a host that is located in the same local calling area
14 as the user. To the contrary, the concentration of information is more
15 likely to result in an interstate, or even international, communication.

16 In short, an ISP takes a call and, as part of the information service it
17 offers to the public, transmits that call to and from the communications
18 network of other telecommunications carriers (e.g., Internet backbone
19 providers such as MCI or Sprint) whereupon it is ultimately delivered to
20 Internet host computers, almost all of which are not located in the local
21 serving area of the ISP.

22 Thus, the call from an end user to the ISP only transits through the
23 ISP's local point of presence; it does not terminate there. There is no
24 interruption of the continuous transmission of signals between the end
25 user and the host computers.

 The fact that an ISP can now obtain local business service lines from
 an ALEC switch in no way alters the continuous transmission of signals

1 between an incumbent local exchange company's (ILEC's) end user to
2 a host computer. In other words, if an ALEC puts itself in between a
3 BellSouth end user and the Internet service provider, it is acting like an
4 intermediate transport carrier or conduit, not a local exchange provider
5 entitled to reciprocal compensation. The ALEC is adding no value to
6 either the ISP service nor to the end user. The ALEC is merely
7 providing a local telephone number which the end user dials to access
8 the ISP.

8 Q. WHAT IS THE FCC'S POSITION ON THE JURISDICTIONAL
9 NATURE OF ISP TRAFFIC?

10 A. Under existing FCC rulings, ISP traffic is interstate traffic and not local.
11 These rulings have been in place for more than a decade. See, e.g.,
12 *Memorandum Opinion and Order, MTS and WATS Market Structure*,
13 97 F.C.C.2d 682, 715 ¶ 83(1983); *Amendment of Part 69 of the*
14 *Commission's Rules Relating to Enhanced Service Providers*, 3 FCC
15 Rcd 2631, ¶ 2 (1988) (describing companies that provide such services
16 as "providers of interstate services"); and *Notice of Proposed*
17 *Rulemaking, Amendments of Part 69 of the Commission's Rules*
18 *Relating to Enhanced Service Providers*, 2 FCC Rcd 4305, 4306, ¶ 7
19 (1987) ("enhanced service providers . . . use the network to provide
interstate services").

20 The fact that ISP traffic is not "local" was underscored by the FCC in its
21 October 30, 1998, decision in CC Docket No. 98-79, *In re: GTE*
22 *Telephone Operating Cos., GTOC Tariff No. 1*, that involved the FCC's
23 investigation of an access offering filed by GTE which permits ISPs to
24 provide to their end-user customers with high-speed access to the
25 Internet. In its Order, the FCC found that this service is an interstate
service and is properly tariffed at the federal level. While the FCC was

1 careful to note that it was not addressing whether local exchange
2 carriers are entitled to reciprocal compensation when they deliver to
3 ISPs circuit-switched traffic originated by interconnecting carriers, the
4 FCC's analysis in reaching its decision in this docket is fatal to both
5 e.spire's and ICI's positions.

6 Q. IS BELLSOUTH'S POSITION REGARDING JURISDICTIONALITY OF
7 ISP TRAFFIC CONSISTENT WITH THE FCC'S FINDINGS AND
8 ORDERS?

9 A. Absolutely. BellSouth's position is supported by and is consistent with
10 the FCC's finding and Orders, which state that for jurisdictional
11 purposes, traffic must be judged by its end-to-end nature; and not in
12 looking at the two components (originating traffic and terminating
13 traffic) individually. Therefore for purposes of determining
14 jurisdictionality for ISP traffic the originating location and the final
15 termination must be looked at from end-to-end.

16 Q. IS BELLSOUTH CURRENTLY OBLIGATED TO COMPENSATE
17 e.spire and ICI FOR THE DELIVERY OF BELLSOUTH'S LOCAL
18 TRAFFIC?

19 Yes. BellSouth is obligated to compensate ALECs for the termination
20 of local traffic. However, there is no requirement found in the
21 Telecommunications Act of 1996 and the FCC rules and Orders to
22 support the payment of reciprocal compensation to a local exchange
23 carrier for the delivery of traffic to information service providers,
24 including Internet service providers, that originated by an
25 interconnecting local exchange carrier. As I have stated previously and

1 which is supported by FCC rulings and Orders, ISP traffic is not "local"
2 and therefore is not subject to reciprocal compensation.

3 **Issue A. 14: What are the appropriate number portability provisions that**
4 **should be incorporated into the Agreement? (Intermedia Issue 14)**

5
6 **Q. SHOULD INTERMEDIA'S PROPOSED LANGUAGE FOR**
7 **PERMANENT NUMBER PORTABILITY, BE A COMPLETE**
8 **REPLACEMENT FOR THE ATTACHMENT 5, ACCESS TO**
9 **NUMBERS AND NUMBER PORTABILITY, IN BELLSOUTH'S**
10 **AGREEMENT?**

11 **A. No. Intermedia's proposed language leaves out important information**
12 **that should be a part of any Interconnection agreement, i.e., Non-**
13 **Discriminatory Access to Telephone Numbers and Service Provider**
14 **Number Portability. The former addresses the acquisition of NXXs and**
15 **the process of obtaining and administering numbers for their resale**
16 **operations. Also, Intermedia's proposed language makes no mention**
17 **of how interim number portability (INP) should be jointly handled**
18 **between the Parties. While local number portability (LNP) has been**
19 **implemented in many of the larger cities within the BellSouth region,**
20 **there are many locations within the Region that still rely on number**
21 **portability on an interim basis and will continue to rely on this form of**
22 **number portability for the foreseeable future. Thus, because of the**
23 **importance of these services, both need to remain a part of any**
24 **Interconnection Agreement.**
25

1 Q. IS THE PERMANENT NUMBER PORTABILITY VERBIAGE
2 PROPOSED BY INTERMEDIA APPROPRIATE FOR THE
3 BELLSOUTH INTERCONNECTION AGREEMENT?

4 A. While some of the verbiage may be appropriate for the Interconnection
5 Agreement, much of the language, as proposed from Intermedia's
6 Southwestern Bell Agreement, is not appropriate for BellSouth. For
7 example, the inclusion of language for a Best Effort Request (BER) is
8 not needed, since the BellSouth proposed agreement includes BER
9 language as Attachment 9. Also, the proposed procedures for querying
10 BellSouth's LNP database is not appropriate, as database query
11 service within BellSouth is provided via the Company's FCC No. 1
12 Tariff.

13 Q. WHAT WOULD BELLSOUTH PROPOSE AS AN ALTERNATIVE TO
14 INTERMEDIA'S SOUTHWESTERN BELL LANGUAGE?

15 A. The language included in BellSouth's proposed agreement fulfills all of
16 the requirements for the Parties' numbering needs, from accessing
17 telephone numbers to interim and permanent number portability. The
18 language proposed to Intermedia is much more concise, yet at the
19 same time, meets all of the Parties' needs.

20 *Issue A.15: What Frame Relay requirements should be included in the*
21 *parties' respective agreements? (Intermedia 12)*

22 Q. WHAT MEASUREMENT PROCESS HAS INTERMEDIA PROPOSED
23 FOR FRAME RELAY?
24
25

1 A. While Intermedia has proposed to use sampling as the method of
2 determining the Percent Local Circuit Usage (PLCU), Intermedia has
3 not put forth a sampling methodology to consider.
4

5 Q. **WHAT IS BELLSOUTH PROPOSING AS THE APPROPRIATE
6 METHOD OF DETERMINING THE PLCU WITH FRAME RELAY
7 SERVICE?**

8 A. BellSouth agrees with Intermedia that sampling would be a valid
9 technique to use in determining the frame relay PLCU upon which the
10 local data packet usage is based. However, when deciding which
11 "statistically valid" plan is best, the Parties have to make certain that the
12 system chosen is not too cumbersome and expensive for either Party.
13 BellSouth believes the plan offered to Intermedia fits these
14 requirements.
15

16
17 Q. **PLEASE DESCRIBE THE PLAN OFFERED BY BELLSOUTH.**
18

19 A. BellSouth has proposed the following language in Section 1.2.8.1.3 of
20 the Intermedia Interconnection agreement:
21

22 (iii) The PLCU is determined by dividing the total number of
23 Local VCs [Virtual Circuits], by the total number of VCs on
24 each Frame Relay facility. To facilitate implementation,
25 Intermedia may determine its PLCU in aggregate, by
dividing the total number of Local VCs in a given LATA by
the total number VCs in that LATA. The Parties agree to
renegotiate the method for determining PLCU, at

1 BellSouth's request, and within 90 days, if BellSouth notifies
2 Intermedia that it has found that this method does not
 adequately represent the PLCU.

3 The above language was proposed after discussions with ICI seeking
4 to understand what might be easiest for both Parties to provide using
5 the systems and information each readily has available. It was felt that
6 determining the PLCU by LATA would guarantee appropriate
7 representation for a particular state and would be easily administered.
8

9 Q. IS BELLSOUTH OPEN TO ADDITIONAL SAMPLING TECHNIQUES?
10

11
12 A. Yes, BellSouth is open to negotiating the details of an alternative
13 approach that might be proposed by ICI. This method was proposed
14 because it appears to offer the results being sought at minimum effort
15 and expense.
16

17 Q. DOES THIS CONCLUDE YOUR TESTIMONY?
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19 A. Yes. I reserve the right, however, to amend or modify my testimony, as
20 appropriate.
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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF RONALD M. PATE
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKETS NO. [REDACTED] & NO. [REDACTED]
FEBRUARY 12, 1999

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

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

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from Georgia Institute of Technology in Atlanta, Georgia, in 1973, with a Bachelor of Science Degree. In 1984, I received a Masters of Business Administration from Georgia State University. My professional career spans over twenty-five years of general management experience in operations, logistics management, human

1 resources, sales and marketing. I joined BellSouth in 1987, and have
2 held various positions of increasing responsibility with BellSouth.

3
4 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

5
6 A. My testimony provides BellSouth's policy position on several issues
7 raised by e.spire Communications, Inc. ("e.spire") in its Petition for
8 Arbitration filed with the Florida Public Service Commission
9 ("Commission") on November 25, 1998. Specifically, I respond to the
10 following issues raised by e.spire: ATT2-20, ATT6-3, ATT6-14, ATT6-
11 20, and ATT 12-1.

12
13 *Issue B.6: Should BellSouth be required to provide prices charged to its*
14 *End Users over a pre-ordering interface? (e.spire Issue ATT6-3)*

15
16 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

17
18 A. This is not an issue. Pursuant to this Commission's Order in Docket
19 No. 980281-TP, on December 19, 1998, BellSouth made its retail rates
20 for Florida end user customers available to all ALECs, including e.spire.
21 The retail rates are included as part of the Customer Service Record
22 ("CSR") and the Local Service Itemization ("LSI"; a summary of the
23 CSR), which are available to all ALECs via the electronic LENS pre-
24 ordering interface. ALECs that choose manual processes may obtain
25 CSRs and LSIs from the Local Carrier Service Center ("LCSC").

1

2 **Issue B.8: Should BellSouth be required to provide an electronic feed**
3 **sufficient to enable e.spire to confirm that directory listings of e.spire**
4 **end users have been included in the databases utilized by BellSouth to**
5 **generate directories and the directory assistance database? (e.spire**
6 **Issue ATT12-1)**

7

8 Q. WHAT IS BELLSOUTH'S POSITION ON THE ISSUE OF PROVIDING
9 AN ELECTRONIC FEED TO ENABLE E.SPIRE TO CONFIRM THAT
10 DIRECTORY LISTINGS OF E.SPIRE END USERS HAVE BEEN
11 INCLUDED IN THE DATABASES UTILIZED BY BELLSOUTH TO
12 GENERATE THE DIRECTORY ASSISTANCE DATABASE?

13

14 A. BellSouth's position is that e.spire can confirm the directory listings
15 used in the directory assistance databases by viewing its end users'
16 customer service records (CSRs) via the electronic TAG or LENS
17 interfaces.

18

19 **Issue B.13: What intervals, if any, should apply when BellSouth returns**
20 **a Firm Order Confirmation ("FOC")?**

21

22 Q. E.SPIRE REQUESTS THAT BELLSOUTH BE REQUIRED TO
23 RETURN FOCs TO E.SPIRE WITHIN FOUR (4) HOURS OF
24 ELECTRONIC ORDER SUBMISSION BY E.SPIRE AND WITHIN 24

25

1 HOURS OF MANUAL ORDER SUBMISSION. (E.SPIRE ISSUE ATT2-
2 20) WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

3

4 A. BellSouth is committed to providing FOCs within 24 hours for complete
5 and correct electronic Local Service Requests ("LSRs") received from
6 e.spire, and for complete and correct manual LSRs, BellSouth is
7 committed to providing FOCs within 48 hours. BellSouth follows the
8 Service Order Interval Guide, available on the Interconnection Web site,
9 which provides reasonable and appropriate time intervals for firm order
10 confirmations. The proposals submitted by e.spire are not based on
11 any industry standard.

12

13 Q. EVEN THOUGH BELLSOUTH'S INTERVAL FOR FOCs FOR
14 ELECTRONICALLY-SUBMITTED LSRs IS 24 HOURS, DOES
15 BELLSOUTH ATTEMPT TO RETURN FOCs IN SHORTER
16 INTERVALS?

17

18 A. Yes. Although BellSouth's commitment is to return FOCs within 24
19 hours for complete and correct, electronically-submitted LSRs,
20 BellSouth is able to return 94-97% of the FOCs within 4 hours for those
21 electronically-submitted LSRs for local services that have been "totally
22 mechanized." Totally mechanized LSR generation occurs when all
23 aspects of order generation, beginning with the electronic submission of
24 the LSR, and including the electronic transmission of FOCs, are fully
25 mechanized and involve no manual intervention. There are certain

1 **totally mechanized services for which this interval is not possible.**
2 **These services are shown on the Service Order Interval Guide with**
3 **intervals longer than 24 hours.**
4

5 **Q. IF BELLSOUTH IS RETURNING 94-97% OF FOCs FOR TOTALLY**
6 **MECHANIZED LSRs WITHIN FOUR (4) HOURS. WHY IS E.SPIRE'S**
7 **PROPOSAL UNREASONABLE?**

8
9 **A. First, e.spire's proposal is unreasonable because BellSouth is able to**
10 **return FOCs within 4 hours *only* for complete and correct, electronically-**
11 **submitted LSRs for services designed to flow through the systems, *i.e.***
12 **totally mechanized services, unless otherwise stated in the Service**
13 **Order Interval Guide. e.spire wants an FOC returned within 4 hours for**
14 **every electronically-submitted LSR. This is unreasonable, because, for**
15 **complete and correct electronically-submitted LSRs *not* designed to**
16 **flow through, BellSouth attempts to return FOCs within 2 hours (unless**
17 **otherwise stated in the Service Order Interval Guide), not within 4**
18 **hours. Also, as stated above, there are certain totally mechanized**
19 **services which require a longer interval. Second, e.spire wants a 24-**
20 **hour interval for FOCs for manual orders. This is unreasonable,**
21 **because more time is required to handle manual LSRs. Under e.spire's**
22 **proposal, BellSouth would be required to return FOCs on manually-**
23 **submitted LSRs in the same interval as it takes to return FOCs for**
24 **certain electronically-submitted LSRs. For complete and correct**
25

1 manually-submitted LSRs, BellSouth's 48-hour interval for FOCs
2 reasonably recognizes the work effort involved in manual processing.
3

4 Q. E.SPIRE REQUESTS THAT BELLSOUTH BE REQUIRED TO
5 TRANSMIT AN FOC, OR, IN THE ALTERNATIVE, NOTIFICATION OF
6 THE LACK OF AVAILABLE FACILITIES, WITHIN FOUR (4) HOURS
7 OF RECEIVING A COMPLETE AND CORRECT ORDER FROM
8 E.SPIRE VIA AN ELECTRONIC INTERFACE AND WITHIN 24 HOURS
9 OF RECEIVING ORDERS VIA MANUAL SUBMISSION. (E.SPIRE
10 ISSUE ATT6-14) WHAT IS BELLSOUTH'S POSITION ON THIS
11 ISSUE?
12

13 A. BellSouth reiterates its position on Issue B.13 regarding the return of
14 FOCs. As for other pending status information on service requests,
15 including notification regarding the availability of facilities, BellSouth
16 already provides this information to ALECs via the electronic interfaces
17 EDI, TAG, and LENS for electronically-submitted requests, and
18 manually for manually-submitted LSRs. ALECs may also check order
19 status information on manually-submitted LSRs via the internet.
20 BellSouth transmits this information to ALECs in substantially the same
21 time and manner as it does to BellSouth retail. e.spire's proposal is not
22 based on any industry standard.
23
24
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1 **Issue B.14: Should BellSouth be required to provide "help desk"**
2 **coverage for inquiries relating to the electronic interfaces for ordering**
3 **and provisioning? (e.spire Issue ATT 6-20)**
4

5 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?
6

7 A. BellSouth provides numerous employees to assist e.spire and other
8 ALECs in doing business with BellSouth. These include employees
9 who man help desks for technical problems with the electronic
10 interfaces, such as connectivity and password problems, and account
11 teams, which also assist with the electronic interfaces. BellSouth also
12 provides training classes for ALECs on each of the electronic
13 interfaces, and extensive documentation. However, BellSouth should
14 not be required to provide a "help desk" for inquiries regarding how to
15 order and provision service using the electronic interfaces. Ordering
16 and provisioning information is provided to the ALECs and is available
17 at BellSouth's Interconnection Web site. Both BellSouth and the
18 ALECs should be responsible for training and maintaining their own
19 competent staff of employees in order to carry out business with one
20 another using the electronic interfaces. e.spire should not be permitted
21 to pass a cost of doing business onto BellSouth.
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23 Q. DOES THIS CONCLUDE YOUR TESTIMONY?
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1 A. Yes. However, I reserve the right to modify and supplement my
2 testimony if necessary.
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