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June 25, 2003

BY HAND DELIVERY

Ms. Blanca Bayó, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

COMMISSION
CLERK

JUN 25 PM 4:32

Re: Docket No. 030137-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of ITC^DeltaCom Communications, Inc. are the following documents:

1. An original and fifteen copies of the Rebuttal Testimony of Steve Brownworth;
05682-03
2. An original and fifteen copies of the Rebuttal Testimony of Mary Conquest;
05683-03
3. An original and fifteen copies of the Rebuttal Testimony of Jerry Watts, public version. Exhibit JW-3 to this testimony is confidential and is being filed with the clerk's office as a confidential document; and *05684-03*
4. An original and fifteen copies of the Rebuttal Testimony of Don Wood; *05686-03*
5. An original and fifteen copies of an updated Issues Matrix. As is reflected in this document, additional issues have now been resolved and closed between the parties. The issues indicated as "Deferred" are still open, but the forthcoming FCC may impact these issues.
05687-03

AUS _____
CAF _____
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COM _____
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OPC _____
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SEC _____
OTH _____

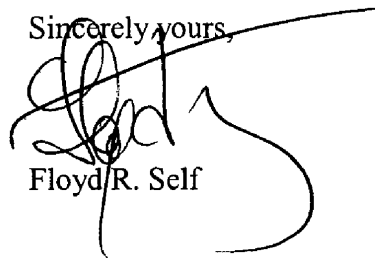
Ms. Blanca Bayó
June 25, 2003
Page 2

6. An original and one copy of the Notice of Service of ITC^DeltaCom Communications, Inc.'s First Set of Interrogatories and First Request for Production of Documents to BellSouth Telecommunications, Inc. 05681-03

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,

A handwritten signature in black ink, appearing to be "Floyd R. Self", written over a horizontal line. The signature is stylized and cursive.

Floyd R. Self

FRS/amb
Enclosures

cc: Nanette Edwards, Esq.
Parties of Record

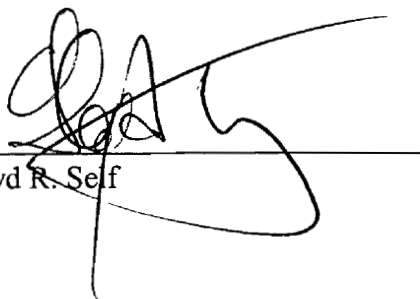
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served upon the following parties by Hand Delivery (*), E-Mail (**), and/or U. S. Mail this 25th day of June, 2003.

Patricia Christensen, Esq.* **
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Floyd R. Self

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY

OF

STEVE BROWNORTH

ON BEHALF OF

ITC^DELTACOM COMMUNICATIONS, INC.

DOCKET NO. 030137-TP

JUNE 25, 2003

DOCUMENT NUMBER 030137-TP

05682 JUN 25 6

FPSC-COMMUNICATIONS CLERK

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

3 A: My name is Steve Brownworth. I am an employee of ITC^DeltaCom
4 Communications, Inc. ("ITC^DeltaCom"), and my business address is
5 1791 O.G. Skinner Drive, West Point, Georgia 31833.

6

7 Q: ARE YOU THE SAME STEVE BROWNORTH WHO PRESENTED
8 DIRECT TESTIMONY ON BEHALF OF ITC^DELTACOM IN THIS
9 CASE?

10 A: Yes.

11

12 Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

13 A: The purpose of my testimony is to respond to the direct testimony of
14 BellSouth witnesses Milner, Ruscilli and Blake regarding the
15 unresolved issues concerning network interconnection and various
16 other network operations issues.

17

18 Issue 8: Integrated or Universal Digital Loop Carrier ("IDLC" and
19 "UDLC")

20 Q: WHY IS THE "TECHNICAL TRANSMISSION REQUIREMENTS FOR
21 VOICE GRADE LOOPS" MENTIONED BY MR. MILNER ON PAGE
22 13 OF HIS TESTIMONY AN ISSUE FOR ITC^DELTACOM?

23 A: It is an outdated mode of thinking. When looking at the use of the

1 local line today, there is little debate that customers are utilizing their
2 local lines for data (Internet access and fax). From BellSouth's web
3 site it states:

4 Under normal circumstances, the speed at which
5 you connect to your Internet Service Provider
6 (ISP) depends upon the speed of your modem, as
7 well as a variety of other factors. These factors
8 include the quality and compatibility of the
9 modems at each end of the connection; the local
10 network configuration; and constantly changing
11 conditions such as the amount of traffic on the
12 line and the number of users who are trying to
13 access the same site...For example, with a 33.6k
14 modem you will probably see rates of between 3-
15 4k. This means your throughput is between 3-4
16 kilobytes per second. Since a byte equals 8 bits,
17 you are effectively downloading at a rate of 8
18 times 3-4k, which equals between 24,0000 to
19 32,000 bits per second. This is a good transfer
20 rate for high-speed analog modems.
21

22 This is the response BellSouth has to its customers on issues of
23 speed for Internet services, where BellSouth mentions "local network
24 configurations" and that with a 33.6K modem, passing 24 to 32K bps
25 are "a good transfer rate for high speed analog modems."
26

27 However in BellSouth's TR 73600 Technical Specifications for
28 Unbundled Local Loops, BellSouth states in Section 6.5:

29 **6.5 Voiceband Data**
30 BST does not guarantee that an Unbundled Voice
31 Loop (non-designed or designed) will be suitable
32 for analog data or Facsimile transmission. If a
33 customer is able to send and receive data, BST
34 does not guarantee a data rate.
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In other words, there is no guarantee that dial-up Internet or fax will even work. BellSouth is setting a double standard and a clear difference in the quality of the loops BellSouth provides its own customers versus what BellSouth is willing to provide to CLECs. Furthermore, the Act and the FCC's orders pursuant thereto require BellSouth to provide ITC^DeltaCom an equivalent loop where technically feasible.

Q: COULD YOU SUMMARIZE THE CORE ISSUE THIS COMMISSION NEEDS TO REVIEW?

A: Yes. Mr. Milner states that there is a quality standard for local loops that BellSouth is providing, and if ITC^DeltaCom wants something better, it should pursue this via the New Business Request ("NBR") process. This means that if ITC^DeltaCom wants its customer to have the same quality of local loop it has today and that quality exceeds the minimal standards for the UNE loop, ITC^DeltaCom has to go through the NBR process to ensure our customer doesn't suffer any degradation of service.

The core issue this Commission will need to address is parity with respect to the quality of the local loop. BellSouth's deployment of IDLC and other advances that maximize and improve the quality of the

1 loop to the customer, along with its simultaneous provision to
2 ITC^DeltaCom of minimal "technical transmission requirements for
3 voice grade loops," leaves ITC^DeltaCom impaired at the UNE loop
4 level until technical solutions can be formulated by BellSouth. (Milner
5 Direct at 13). Alternate solutions mean little to customers that have
6 noticeable differences in quality between BellSouth and the loops
7 BellSouth would provide ITC^DeltaCom.

8
9 ITC^DeltaCom would respectfully suggest that the Commission review
10 language in the AT&T and BellSouth Interconnection agreement in
11 Florida, dated October 26, 2001. These two parties addressed the
12 issue of quality of the local loop with language: "These alternative
13 arrangements will be used where available to permit AT&T to order a
14 Loop and to provide AT&T with the capability to service end users at
15 the same level BellSouth provides its retail customers, to the extent
16 technically possible."

17
18 The arrangements referred to in the statements above relate back to
19 Mr. Milner's testimony of the eight (8) different provisioning concepts
20 for the local loop.

21
22 We are asking the Commission to allow for the same type of language
23 to be extended to ITC^DeltaCom.

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Q: EXHIBIT WKM-1 TO MR. MILNER'S TESTIMONY IS A BELLSOUTH DOCUMENT CONCERNING THE TRIAL BETWEEN BELLSOUTH AND ITC^DELTA COM. WHAT IS ITC^DELTA COM'S RESPONSE?

A: BellSouth prematurely ended the trial and did not explore all options and issues. Furthermore, BellSouth has been ordered by two state commissions (Alabama and Tennessee) to provide an equivalent quality of loop with no additional analog to digital conversions.

The fact that BellSouth believes that there is no technical solution means that ITC^DeltaCom is impaired at the UNE DS0 loop level. Therefore, in an effort to resolve this issue, ITC^DeltaCom will agree to accept UNE-P in those situations where a conversion of the customer from BellSouth to ITC^DeltaCom will mean a degradation in the quality of the loop. Meanwhile, ITC^DeltaCom will continue to explore possible technical solutions such that customers served via IDLC that move to ITC^DeltaCom and are served by ITC^DeltaCom's switches located in Jacksonville, Ocala, West Palm Beach and Tampa will not suffer a degradation in the quality of the loop.

Q: WHAT ALTERNATIVES ARE AVAILABLE IF BELLSOUTH CANNOT PROVIDE A LOOP THAT IS EQUIVALENT TO THE LOOP IT IS CURRENTLY PROVIDING TO THE CONSUMER?

1 A: Given that ITC^DeltaCom and its customers are impaired, the obvious
2 solution is that ITC^DeltaCom will have to continue to use UNE-P for
3 those customers that have an IDLC loop with BellSouth. The only
4 other alternative is that BellSouth would move its customers in the
5 area to a lesser but uniform standard.

6

7 **Issue 11(b): Must All Network Elements be Delivered to Deltacom's**
8 **Collocation Arrangement**

9

10 **Q: ARE ALL NETWORK ELEMENTS DELIVERED TO A DELTACOM**
11 **COLLOCATION SITE TODAY?**

12 A: No. BellSouth has proposed the following language to be included in
13 the interconnection agreement:

14 ITC^DeltaCom may purchase Network Elements and
15 other services from BellSouth under this Attachment 2
16 for the purpose of combining such network elements for
17 use in any manner ITC^DeltaCom chooses to provide
18 telecommunication services to its intended users,
19 including recreating existing BellSouth services. **With**
20 **the exception of the sub loop Network Elements**
21 **which are located outside of the central office and**
22 **any service specifically outlined in this Attachment 2**
23 **that does not terminate to a collocation**
24 **arrangement, BellSouth shall deliver the Network**
25 **Elements purchased by ITC^DeltaCom to the**
26 **demarcation point associated with ITC^DeltaCom's**
27 **collocation arrangement.**

28

29 DeltaCom has proposed the following language:

30 ITC^DeltaCom may purchase Network Elements and
31 other services from BellSouth under this Attachment 2
32 for the purpose of combining such network elements for
33 use in any manner ITC^DeltaCom chooses to provide
34 telecommunication services to its intended users,

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including recreating existing BellSouth services.
**BellSouth will deliver the Network Elements
purchased by ITC^DeltaCom in compliance with FCC
and Commission rules.**

The key difference in the parties positions is that BellSouth seeks to limit the network elements that ITC^DeltaCom can purchase without having them delivered to a collocation site and more specifically only to an ITC^DeltaCom collocation arrangement. ITC^DeltaCom seeks to obtain Network Elements in compliance with the FCC and state Commission orders meaning that DeltaCom may be able to obtain certain Network Elements at any technically feasible point. For example, BellSouth now claims that dark fiber is only available at the ITC^DeltaCom collocation site and we can only order special access to other carriers' collocation sites. In summary, BellSouth seeks to limit ITC^DeltaCom's ability to obtain and use Network Elements by imposing a collocation requirement where no such technical limitation exists.

**Q: IN MR. RUSCILLI'S TESTIMONY ON PAGE 8 HE STATES,
"SIMILARLY, CARRIERS MAY CONNECT UNE OR TARIFFED
TRANSPORT FROM THE ORDERING CARRIER'S COLLOCATION
SPACE TO ANOTHER CARRIER'S COLLOCATION
ARRANGEMENT." PLEASE RESPOND.**

A: BellSouth still did not properly address the core issue that

1 ITC^DeltaCom or any carrier should be able, with CFA/LOA and an
2 agreement from another carrier, to order UNE services directly to the
3 other provider's collocation space. This arrangement can be
4 provisioned as tariffed special access services today. Mr. Ruscilli's
5 comments suggest that ITC^DeltaCom, in order to utilize another
6 carrier's collocation space, would need to get collocation space in the
7 same central office, order the UNEs to the ITC^DeltaCom collocation,
8 and then order a cross-connect to the other provider's collocation
9 space. The concept of being able to order UNEs to another carrier's
10 collocation space, without the expense and time of ITC^DeltaCom
11 deploying similar assets, is to conserve central office space and to
12 better utilize the available capital of the CLECs. What BellSouth
13 suggests here does neither.

14
15 **Q: EARLIER IN MR. RUSCILLI'S TESTIMONY ON PAGE 8, HE**
16 **STATES "...UNDER CERTAIN PROVISIONS, CARRIERS (ALECS,**
17 **IXCS AND CMRS PROVIDERS) MAY CONNECT UNE LOOPS, UNE**
18 **LOCAL CHANNELS, OR TARIFFED LOCAL CHANNELS TO**
19 **ANOTHER CARRIER'S COLLOCATION ARRANGEMENT."**
20 **PLEASE RESPOND.**

21 **A:** ITC^DeltaCom has asked the BellSouth Local Interconnection
22 Account Team a similar question. ITC^DeltaCom is not clear as to the
23 limitations surrounding "certain provisions" and how those limitations

1 could impact ITC^DeltaCom.

2

3 We do know that UNE loop orders placed in Florida, in a similar
4 manner to special access, were rejected by BellSouth, and
5 BellSouth's response was that the orders could be processed if they
6 were ordered as special access. See Exhibit SB-7, e-mail dated April
7 6, 2003 sent to Van Cooper, the Director of Interconnection Services.
8 We still do not have an answer from our account team as of the date
9 of this filing.

10

11 If Carrier A has an agreement with Carrier B to utilize Carrier A's
12 collocation space and Carrier B has a LOA/CFA from Carrier A,
13 Carrier B should be able to place UNE orders (loop, channel, transport
14 or any combination) to Carrier A's collocation space. This is the core
15 issue ITC^DeltaCom would like the Commission to address: CLECs
16 should be able to utilize each other's space in a way that minimizes
17 capital expenditure. Allowing CLECs to access other collocations will
18 provide customers greater choices and encourage CLECs to move to
19 facility-based solutions.

20

21 **Issue 20(b): SS7 Point of Interconnection**

22 **Q: MR. MILNER ON PAGE 20 OF HIS TESTIMONY STATES THAT**

23 **“BELLSOUTH SHOULD NOT BE REQUIRED TO ABSORB**

1 **DELTACOM'S TRANSPORT COSTS" WITH REGARD TO SS7.**

2 **WHAT IS YOUR RESPONSE?**

3 A: Today BellSouth bills ITC^DeltaCom for signaling transport from our
4 POP site to the Gateway SS7 trunks. The costs of the BellSouth
5 network are also reflected in the Port charges ITC^DeltaCom pays to
6 BellSouth, and the TCAP and ISUP per message rates ITC^DeltaCom
7 pays to BellSouth. The TCAP and ISUP messages take into
8 consideration our usage of BellSouth 's SS7 network, so we are
9 absorbing our portion of the use of the BellSouth SS7 network.

10

11 **Q: MR. MILNER FURTHER STATES ON PAGE 20 THAT IT IS**
12 **NECESSARY TO MEET AT THE BELLSOUTH GATEWAY STPS IN**
13 **ORDER FOR BELLSOUTH TO "MAINTAIN THE LEVEL OF ROUTE**
14 **OR FACILITY DIVERSITY REQUIRED ON THE SIGNALING LINKS**
15 **TO PREVENT CATASTROPHIC OUTAGES." MR. MILNER LATER,**
16 **IN THE FOLLOWING PARAGRAPH ON PAGE 21 STATES "IF**
17 **DELTACOM WANTS SOME OTHER ARRANGEMENT, DELTACOM**
18 **SHOULD PAY FOR SUCH AN ARRANGEMENT." PLEASE**
19 **RESPOND.**

20 A: ITC^DeltaCom has no issues with the need to maintain a consistent
21 level of diversity and route separation in the SS7 network. A uniform
22 manner to design and management the SS7 network is an important
23 consideration to the functioning of a highly available data network.

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More specifically, we are looking for a billing mechanism when BellSouth uses SS7 to route calls originated from BellSouth customers to ITC^DeltaCom customers. The AT&T Interconnection Agreement with BellSouth in Florida has wording in Attachment 3, Section 4.8.2, which we would find acceptable:

4.8.2 Where the SPOI for the signaling link facilities is located at the BellSouth Serving Wire Center where the signaling link facilities terminates and AT&T has furnished the interconnection facility, BellSouth will pay a monthly charge equal to one half of the AT&T-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Exhibit A in Attachment 2, incorporated herein by this reference.

I have attached this section as Exhibit SB-8. The contract also references 4.8.3, when the SPOI could be at an AT&T POP, so this contract does consider that the SPOI could be at more than one location as opposed to just the BellSouth Gateway. ITC^DeltaCom primarily seeks to obtain the opportunity to share the costs with BellSouth as contemplated by the AT&T language set forth above.

Issue 21: Dark Fiber Availability

Q: MR. MILNER STATES ON PAGE 21 OF HIS TESTIMONY THAT DARK FIBER SHOULD BE AVAILABLE AT "DELTACOM'S

1 **COLLOCATION ARRANGEMENT.” PLEASE RESPOND.**

2 A: ITC^DeltaCom is concerned that BellSouth will take a narrower view
3 of dark fiber UNEs over time and that view is different from the norm in
4 other areas of the country. The fact that BellSouth worked
5 cooperatively in the past makes its refusal to document reasonable
6 business practices confusing to say the least.

7

8 ITC^DeltaCom has two concerns: (1) any requirement to have a
9 collocation at a central office, versus being able to share collocation
10 space with another service provider; and (2) that BellSouth will use the
11 inability to enter a building or Central Office as a reason not to offer
12 the fiber, when ITC^DeltaCom has the fiber facilities to provide access
13 to that building or central office.

14

15 When asked to comment on whether the ITC^DeltaCom request to
16 access dark fiber at points other than the ITC^DeltaCom collocation
17 space (such as natural break points within the BellSouth network), Mr.
18 Milner refers to the FCC’s rules defining loops and transport
19 suggesting that the FCC rules limit delivery points for each of these
20 elements to those delivery points proposed by BellSouth. This is
21 simply not the case. Within the FCC’s definition of a loop, two critical
22 points must be recognized: (1) the loop is defined as a “transmission
23 facility between a distribution frame . . . in an incumbent LEC central

1 office and the loop demarcation point at an end-user customer
2 premise”; and (2) the rule specifically includes dark fiber as a “feature,
3 function and capability” of the loop. Therefore, if a dark fiber
4 transmission facility between an ILEC central office and an end-user
5 customer premises is practicably to be made available to
6 ITC^DeltaCom, as the Commission’s rules require, this Commission
7 must grant ITC^DeltaCom reasonable access to dark fiber that it has
8 requested.

9
10 To understand why this is the case it is helpful to understand a little
11 about how ILECs deploy excess capacity in the form of dark fiber.
12 When an ILEC is deploying fiber in its network the cost of laying that
13 fiber well exceeds the cost of the fiber itself. Therefore, it is efficient
14 for the ILEC to deploy excess fiber in advance of future needs.
15 However, it is impossible for the ILEC to know in advance precisely
16 which transport routes, or which customer premises (considering also
17 future construction), are likely to require the ILEC to enlist additional
18 capacity. Therefore, to maximize flexibility in its outside plant
19 deployment, the ILEC will often deploy its dark fiber unconnected and
20 with planned “break points.” In this way, simply splicing together
21 different fiber strands at the planned break points can create unique
22 fiber routes.

23

1 It is therefore critically important when considering the dark fiber UNE
2 to keep in mind that there are very few, if any, contiguous dark fiber
3 transmission facilities connecting an ILEC central office with a
4 customers premises at any given time. The ILEC, in its ordinary
5 course of business, activates dark fiber by splicing together already
6 deployed, but unconnected, fiber to create the transmission facility it
7 desires.

8
9 In this arbitration, ITC^DeltaCom is asking for nothing more than the
10 ability to use BellSouth's excess capacity, as required by the
11 Commission's rules, in a nondiscriminatory manner—that is to say, in
12 the same manner that BellSouth uses its own dark fiber. The flexibility
13 inherent in the ability to use dark fiber to access a multiplicity of loop
14 and transport routes does not, as BellSouth asserts, result in the
15 "creation of a new UNE." Rather, access to dark fiber at splice points
16 within the ILEC network is essential to ITC^DeltaCom's ability to
17 constructively access an already-mandated UNE. Without the ability
18 to access the dark fiber UNE in the same manner as BellSouth,
19 ITC^DeltaCom will be effectively denied access to dark fiber loops and
20 transport UNEs.

21
22 While this discussion has been largely focused on the use of dark fiber
23 loops, BellSouth seems to be refusing access for the transport

1 element because the transport element as defined by the FCC
2 basically includes any transmission path that is not covered under the
3 “loop” definition. Contrary to Mr. Milner’s assertion, we are not aware
4 of any undertaking or rulemaking by the FCC to “standardize” (i.e.
5 “limit”) how and where competitors can interconnect with the ILEC
6 network. Again, it is ITC^DeltaCom’s understanding that the Act
7 requires BellSouth to provide for interconnection “at any technically
8 feasible point within the carrier’s network.” 47 U.S.C. § 251(c)(2)(B).

9
10 NewSouth, in its Florida Agreement with BellSouth, has language that
11 clearly states that BellSouth must provide Dark Fiber at any
12 technically feasible point:

13
14 2.7.2.1 BellSouth shall make available in a
15 reasonable and non-discriminatory manner, Dark
16 Fiber where it exists in BellSouth’s network and
17 where, as a result of future building or deployment,
18 it becomes available. If BellSouth has bona fide
19 plans to use the fiber within a two year planning
20 period, there is no requirement to provide said
21 fiber to NewSouth. **BellSouth shall provide**
22 **access to Dark Fiber at any technically feasible**
23 **point.**
24

25 (Emphasis added). MCI in its Florida Agreement with BellSouth has
26 language that states “BellSouth shall make available Dark Fiber at
27 Parity and on a non-discriminatory basis in accordance with applicable
28 FCC rules and orders.” We are simply asking for similar language in
29 our interconnection agreement.

1

2

3 **Issue 36: UNE/ Special Access Combinations**

4 **Q: MS. BLAKE ON PAGE 10 OF HER TESTIMONY STATES THAT**
5 **“NOTHING IN THE ACT OR THE FCC RULES REQUIRES**
6 **BELLSOUTH TO PROVIDE COMBINATIONS OF UNES AND**
7 **TARIFFED SERVICES.” PLEASE RESPOND.**

8 **A:** The FCC has never indicated that the ILECs do not have to combine
9 UNEs with access services. The “co-mingling” restriction referred to in
10 the Supplemental Clarification Order refers only to combining loop and
11 transport UNE combinations with tariffed services. There is no other
12 restriction of which ITC^DeltaCom is aware.

13

14

15 **Issue 37: Conversion of Special Access to a UNE Loop**

16 **Q: MS. BLAKE STATES ON PAGE 10 LINE 12 THAT BELLSOUTH**
17 **HAS NO AGREEMENTS THAT REQUIRE UNE/SPECIAL ACCESS**
18 **COMBINATIONS. DO YOU AGREE WITH HER STATEMENT?**

19 **A:** No. ITC^DeltaCom’s existing agreement has this option as does the
20 Cbeyond/BellSouth Interconnection Agreement. There may be other
21 agreements that contain this language as well. The Cbeyond
22 language pertinent to this issue is attached as Exhibit SB-9.

23

1 Q: MS. BLAKE IN HER TESTIMONY ON PAGES 9 AND 10 STATES
2 THAT "THE CONVERSION REQUIREMENTS BY THE FCC IN THE
3 SUPPLEMENTAL ORDER CLARIFICATION APPLY ONLY TO
4 CONVERSIONS OF SPECIAL ACCESS CIRCUITS TO LOOP AND
5 TRANSPORT (EEL) UNE COMBINATIONS." PLEASE RESPOND.

6 A: With respect to the conversions of special access circuits to EELs, the
7 FCC stated its expectation that the ASR process will be adequate to
8 accomplish the conversion. Specifically, the FCC cautioned that "the
9 conversion *should not* require the special access circuit to be
10 disconnected and reconnected because only the billing information or
11 other administrative information associated with the circuit would
12 change when a conversion is requested." (Supplemental Clarification
13 Order at ¶ 30. [emphasis added]) The underlying logic of the FCC's
14 analysis—that the simplest and most efficient means possible should
15 be used to undertake circuit conversions—would seem all the more
16 reasonable when the special access circuit in question need only be
17 converted to a single UNE. BellSouth appears to be, once again,
18 taking the position that unless the FCC or this Commission has
19 explicitly spoken to the issue in question, then the most complicated,
20 least efficient, least common-sense procedures should be adopted.

21
22 Additionally, attached as Exhibit SB-10 is the language in the AT&T
23 Florida interconnection agreement wherein BellSouth agreed to

1 convert an existing special access circuit to network elements and/or a
2 combination without a disconnect and a reconnect (i.e. no outage to
3 the consumer).

4
5 **Q: DOES MS. BLAKE'S PROPOSAL REQUIRE A DISCONNECT?**

6 **A:** Yes. There is no disconnect and reconnect when a special access
7 circuit is converted to an EEL (unbundled DS1 loop + unbundled
8 transport). The conversion to an EEL is an administrative billing
9 change. ITC^DeltaCom's concerns are that (1) there will be an outage
10 to the customer in converting the special access circuit to a UNE DS1
11 and (2) that BellSouth will charge non-recurring fees for what is
12 essentially an administrative billing change.

13

14 **Issues 44 and 46: Establishment of Trunk Groups for Operator and**
15 **Emergency Services and Busy Line Verify ("BLV") and Busy Line Verify**
16 **Interrupt ("BLVI")**

17
18 **Q: MR. RUSCILLI STATED IN HIS TESTIMONY THAT OPERATOR**
19 **SERVICES AND BLV AND BLVI SERVICES SHOULD BE**
20 **ORDERED OUT OF TARIFFS. PLEASE RESPOND.**

21 **A:** BellSouth's tariff as it is currently written excludes CLECs and local
22 traffic and includes IXCs and Inter-LATA traffic.

23

24 ITC^DeltaCom respectfully asks that the Commission require
25 BellSouth to interconnect with ITC^DeltaCom for the purpose of

1 exchanging local traffic, including local operator traffic. Currently there
2 are two-way interconnection trunks between BellSouth and
3 ITC^DeltaCom for operator traffic and there is no technical reason that
4 the Parties cannot provide BLV and BLVI services. ITC^DeltaCom is
5 one of the few CLECs with an operator service center. Additionally,
6 ITC^DeltaCom provides operator services on a wholesale level to
7 ILECs and other CLECs.

8
9 If BellSouth Operators are denying our customers the ability to receive
10 important (perhaps emergency) calls from BellSouth customers, when
11 the service is technically available, BellSouth is not treating this issue
12 on a parity level with their own similarly situated customers. It is my
13 understanding that BellSouth operators will instruct the BellSouth
14 customer who is attempting to contact the ITC^DeltaCom customer to
15 call 911 in an emergency rather than perform BLVI. See Exhibit SB-
16 11– BellSouth’s response to ITC^DeltaCom discovery request number
17 73.

18
19 The AT&T Florida Interconnection Agreement has the following
20 wording in Attachment 3, section 3.13. which ITC^DeltaCom would
21 find appropriate for our interconnection agreement, though we do not
22 fully understand the limitations of not being able to provide these
23 services to ported number customers.

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3.13 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification/Busy Line Verification Interrupt ("BLV/BLVI") services on calls between their respective line side end users for numbers that are not ported.

1 **Issue 47: Reverse Collocation**

2 **Q: MR. RUSCILLI MENTIONS ON PAGE 24, LINE 23; "BELLSOUTH**
3 **HAS INSTALLED EQUIPMENT THAT IS BEING USED FOR THE**
4 **PURPOSE OF PROVISIONING SPECIAL AND SWITCHED**
5 **ACCESS SERVICES ORDER BY DELTACOM...." PLEASE**
6 **RESPOND.**

7 A: BellSouth also utilizes these same facilities to provide services to
8 other carriers to ITC^DeltaCom POPs. Other carriers order and pay
9 BellSouth for local, switched and special access into our POP space.
10 In this case, BellSouth receives the revenue for these services. Yet,
11 BellSouth uses ITC^DeltaCom property rent-free to gain this revenue.
12 BellSouth is more than willing to charge collocation fees but BellSouth
13 refuses to pay for collocation services it receives.

14
15 **Q: IN THE SAME PARAGRAPH, MR. RUSCILLI MENTIONS THAT**
16 **LOCAL SERVICE IS REALLY PROVISIONED ON THE "EXCESS**
17 **CAPACITY TO EXCHANGE LOCAL TRAFFIC WITH DELTACOM."**
18 **PLEASE RESPOND.**

19 A: I am not aware of BellSouth looking into the capacity issues except on
20 an aggregate level. My understanding is that local service forecasts
21 are combined with other forecasts in determining entrance facility
22 needs. When ITC^DeltaCom forecasts entrance facilities to
23 BellSouth, we do so on a DS3 and OC-n level. We do not identify how
24 the DS3s or OC-n services will be utilized.

1 **Q: MR. RUSCILLI ON PAGE 25, LINE 18, MENTIONS THAT**
2 **“BELLSOUTH HAS NOT SPECIFICALLY REQUESTED SPACE IN**
3 **A DELTACOM POP OR CENTRAL OFFICE FOR THE DELIVERY**
4 **OF ITS ORIGINATED LOCAL INTERCONNECTION TRAFFIC.”**
5 **PLEASE RESPOND.**

6 A: The fact that BellSouth has local services and services of other
7 customers in ITC^DeltaCom’s POP should be enough to determine
8 that ITC^DeltaCom has the ability to charge collocation.

9
10 **Q: MR. RUSCILLI STATES ON PAGE 26 THAT BELLSOUTH NEVER**
11 **CONSIDERED THIS EQUIPMENT AS BEING COLLOCATED.**
12 **PLEASE RESPOND.**

13 A: BellSouth settled and executed a reverse collocation agreement with
14 ITC^DeltaCom. BellSouth now states that it never considered this
15 equipment as collocated and thus subject to charges. Attached as
16 Exhibit SB-12 is an email from BellSouth personnel to ITC^DeltaCom
17 personnel requesting an amendment to the reverse collocation
18 agreement to limit the application of collocation charges. Bellsouth is
19 using ITC^DeltaCom property for local interconnection and to earn
20 revenue from ITC^DeltaCom’s competitors on a rent-free basis. On
21 the other hand, ITC^DeltaCom has to pay BellSouth significant
22 collocation charges when it utilizes BellSouth property.

23

1 ITC^DeltaCom requests this Commission to rule that if BellSouth is
2 utilizing ITC^DeltaCom facilities for local interconnection and/or to
3 realize revenue BellSouth receives from other carriers, then BellSouth
4 should compensate ITC^DeltaCom for ITC^DeltaCom's resources
5 used in this situation. The compensation methodology is the rates
6 and charges in the interconnection agreements that have been
7 ordered by the Commission.

8
9 In summary, ITC^DeltaCom has collocation space with BellSouth that
10 we utilize to hand-off services ordered from BellSouth and
11 ITC^DeltaCom pays BellSouth for collocation space to utilize
12 BellSouth services, some of which are special and switched access
13 services. We are simply asking for parity with regard to this issue.
14 BellSouth should not be permitted to use ITC^DeltaCom property for
15 free.

16
17 **Issue 57: Rates and Changes for Conversion of Customers from**
18 **Special Access to UNE-Based Service**

19
20 **Q: MS. BLAKE STATES ON PAGE 12 OF HER TESTIMONY THAT**
21 **BELLSOUTH HAS NO PROCESS TO CONVERT SPECIAL**
22 **ACCESS SERVICES TO UNE. PLEASE RESPOND**

23 **A:** It is difficult to understand why the conversion process of a special
24 access loop (DS1) to a UNE loop (DS1) is more complex than
25 converting a special circuit involving the combination of transport and

1 loop to an EEL. In fact we don't understand why the same processes
2 involved with a transport and loop cut-over cannot be followed for a
3 simple loop cut-over. BellSouth's excuse appears to be that in one
4 case the FCC required has required them to provide EELs and in this
5 case they are not required to convert a special access DS1 to a UNE
6 DS1 that goes to ITC^DeltaCom's collocation site.

7

8 **Q: MS. BLAKE RECOMMENDS THAT ITC^DELTACOM SUBMIT A**
9 **NBR. PLEASE RESPOND.**

10 A: In other states, Bellsouth provided a letter BellSouth sent to AT&T as
11 BellSouth's response to AT&T's NBR for the conversion of Special
12 Access Loops to UNEs that go to AT&T's collocation site. That letter is
13 attached as Exhibit SB-13. Please understand that the DS1 from the
14 customer premise to the collocation site is the same facility whether is
15 it ordered as special access from BellSouth's tariff or as a UNE DS1
16 from the interconnection agreement. There is no difference in the
17 facility but there is a difference in price. BellSouth's responsive letter
18 to AT&T clearly shows ITC^DeltaCom that under the NBR process,
19 ITC^DeltaCom would have to order another facility (a UNE DS1
20 facility) when there is already a facility established. What BellSouth
21 suggests doesn't make sense for either party, so a conversion
22 process is really the most practical way of dealing with these facilities.

23

1 The NBR response looks like an open purchase order such that
2 BellSouth will charge AT&T for the number of orders to be written or
3 rewritten and the time needed to coordinate internally these orders for
4 whatever time it takes. There is no guarantee regarding customer
5 down time or any dollar cap on the cost of conversions. In summary, I
6 would not be surprised if the cost of the conversion per DS1 would
7 approximate the ordering of a new UNE to replace the DS1 of special
8 access. ITC^DeltaCom should be permitted to convert the special
9 access loop to a UNE loop to our collocation without taking the
10 customer out of service. This should be an administrative change only.

11

12 **Q: DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

13 **A: Yes.**

Nanette Edwards
05/28/2003 05:49 PM

To: Steve Brownworth/DeltaCom
cc: Nanette Edwards/DeltaCom@DeltaCom
Subject: Re: CLEC ordering to another CLEC collocation resource

Steve Brownworth



05/19/2003 03:09 PM

----- Forwarded by Steve Brownworth/DeltaCom on 05/19/2003 04:14 PM -----



Steve Brownworth
04/06/2003 12:16 PM

To: van.cooper@bellsouth.com
cc: Steve D Moses/DeltaCom@DeltaCom
Subject: CLEC ordering to another CLEC collocation resource

Thank-you for meeting with me and looking into the issue of a third-party CLEC, with LOA, ordering BellSouth facilities into our collocation site. It is our understanding of BellSouth's position that we have a choice of ordering the UNEs ourselves for the other CLEC or that the other CLEC, with a LOA, can order special access services into our collocation. It is this second option in which we would like further clarification.

Is the fact that a CLEC, with a LOA, can not order UNEs into another CLEC's collocation a policy or regulatory issue and can you be as specific as possible. The reason for being specific is we do not understand why a carrier, with a LOA, can order special access into our collocation space. However, the same carrier, with the same LOA, ordering what is the equivalent same service UNEs can not order those facilities into our collocation.

Not only do we need to have a better understanding of why a LOA is not sufficient for a carrier to order UNEs into our collocation space, but we need to have an understanding of the steps ITC-DeltaCom needs to take that will allow a CLEC to process their own UNE orders into our collocation space.

I'll make myself available to discuss, but will still expect BellSouth's position on this situation be returned to me in writing.

Steve Brownworth
ITC-DeltaCom
706-385-8070

By and Between

BellSouth Telecommunications, Inc.

And

**AT&T Communications of the Southern States, Inc.,
d/b/a AT&T**

- 4.8.1 Where the SPOI for the signaling link is at a Fiber Meet, there shall be no compensation between the Parties for the signaling link facilities used.
- 4.8.2 Where the SPOI for the signaling link facilities is located at the BellSouth Serving Wire Center where the signaling link facilities terminates and AT&T has furnished the interconnection facility, BellSouth will pay a monthly charge equal to one half of the AT&T-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Exhibit A in Attachment 2, incorporated herein by this reference.
- 4.8.3 Where the SPOI for the signaling link facilities is located at the AT&T Serving Wire Center facility where the signaling link facilities terminate and BellSouth has furnished the interconnection facility, AT&T will pay a monthly charge equal to one half of the BellSouth-provided facility charge according to BellSouth's unbundled rate element for the facility used. Rates for said interconnection facilities shall be as set forth in Exhibit A in Attachment 2, incorporated herein by this reference.
- 4.8.4 Each party is responsible for all facility maintenance and provisioning on its side of the SPOI.
- 4.9 Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements), including testing of SS7 interconnection, shall be pursuant to the technical specifications set forth in the applicable industry standard technical references. Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that AT&T LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate BellSouth switches. A mutually agreed test calling plan shall be conducted to ensure successful completion of originating and terminating calls.
- 4.10 Message Screening
- 4.10.1 BellSouth shall set message screening parameters so as to accept messages from AT&T local or tandem switching systems destined to any signaling point in the BellSouth SS7 network or any network interconnected to the BellSouth SS7 network with which the AT&T switching system has a legitimate signaling relationship.
- 4.10.2 BellSouth shall set message screening parameters so as to accept messages destined to/from an AT&T local or tandem switching system or to/from an AT&T Service Control Point ("SCP") from any signaling

**AMENDMENT
TO THE
AGREEMENT BETWEEN
CBEYOND COMMUNICATIONS, LLC
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 10, 2000**

This Agreement, (the "Agreement") is made by and between Cbeyond Communications, LLC ("Cbeyond"), a Delaware corporation and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and shall be deemed effective as of the date of the last signature of both Parties ("Effective Date"). This Agreement may refer to either BellSouth or Cbeyond or both as a "Party" or "Parties".

WHEREAS, The Parties desire to amend that certain Interconnection Agreement between BellSouth and Cbeyond dated November 10, 2000 (the "Interconnection Agreement") in order to incorporate rates, terms and conditions for ordering DS1 Combinations ordered via an ASR as outlined in the Settlement Agreement executed by the Parties in Docket No. 14642-U dated February 6, 2002;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Interconnection Agreement entered into between Cbeyond and BellSouth is hereby amended to delete Section 2.1 of Attachment 6 in its entirety and replace it with new Section 2.1 and subsections of Attachment 6 as follows:
 - 2.1 BellSouth shall provide Cbeyond access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The Parties shall work together in the Commission's Improvement Task Force ordered in Docket No. 7892-U to increase electronic ordering and flow-through for complex and manually ordered services. In addition, on an interim basis Cbeyond shall be entitled to order the following DS1 Combinations using the electronic Access Service Request ("ASR") process in the state of Georgia; (1) DS1 loop and DS1 interoffice transport, (2) DS1 loop to multiplexing terminating into collocation; and (3) DS1 loop to multiplexing connected to DS3 interoffice transport terminating into collocation (hereinafter referred to collectively as "DS1 Combinations").
 - 2.1.1 Cbeyond agrees that the interim ASR process will not be used to order DS1 Combinations to the extent a Service Inquiry is required for DS1 Combinations. A Service Inquiry will not be required for DS1 Combinations where Cbeyond provides the CFA, if the CFA is part of an existing DS3 system that has been ordered specifically for combinations of unbundled network elements.
 - 2.1.2 The Parties agree that for purposes of the applicable ordering performance measurements adopted in Docket No. 7892, all DS1 Combinations ordered by Cbeyond via the ASR process will be treated as "Non-Mechanized," including benchmarks and performance reporting.

- 2.1.3 The Parties agree that the use of the ASR process to order DS1 Combinations is an interim process that will cease once BellSouth has implemented an electronic ordering process for DS1 Combinations via a Local Service Request ("LSR"). Cbeyond and BellSouth agree that once the electronic LSR process is commercially available to Cbeyond, regardless of whether Cbeyond or other carriers are making use of this process, BellSouth will cease accepting DS1 Combinations ordered via an ASR.
- 2.1.4 BellSouth agrees to provide Cbeyond with thirty (30) days advance notice prior to the implementation of an electronic ordering process for DS1 Combinations via an LSR.
- 2.1.5 Exhibit C of Attachment 2 is hereby amended to include interim OSS manual rates for DS1 Combinations ordered via the ASR process as set forth in Exhibit 1 attached hereto and incorporated herein by this reference. The Parties agree that these rates may be subject to change by order of the Commission and that any new rates will be applied on a prospective basis.
2. All of the other provisions of the Agreement, dated November 10, 2000, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Cbeyond Communications, LLC

By: Original Signature on File

Name: Julia O. Strow

Title: Vice President

Date: 02/09/02

BellSouth Telecommunications, Inc.

By: Original Signature on File

Name: Gregory R. Follensbee

Title: Senior Director

Date: 02-11-02

DOCKET 030137-TP
WITNESS: BROWNORTH
EXHIBIT _____ (SB-9)
PAGE 3 OF 4

EXHIBIT 1

UNBUNDLED NETWORK ELEMENTS - Georgia

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)								Attachment: 2				Exhibit: C	
						Rec	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
							First	Add'l	First	Add'l									
OSS RATES (\$)												SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
ADDITIONAL NETWORK ELEMENTS																			
	DS1 Digital Loop Connected to Multiplexing Terminating into Collocation																		
	Service Order Charge for First and Add'l 4-Wire DS1 Digital Loop in combination			UNC1X	USLXX								\$11.22	\$5.96					
	DS1 Loop Connected to existing DS3 Interoffice Channel Terminating into Collocation																		
	Service Order Charge for First and Add'l 4-Wire DS1 Digital Loop in combination			UNC1X	USLXX								\$11.22	\$5.96					
	DS1 Loop and DS1 Interoffice Transport Terminating into Collocation																		
	Service Order Charge for First and Add'l DS1 Loop and DS1 Interoffice Transport in combination			UNC1X	USLXX								\$11.22	\$5.96					

By and Between

BellSouth Telecommunications, Inc.

And

**AT&T Communications of the Southern States, Inc.,
d/b/a AT&T**

forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from AT&T.

- 2.11.8 The Parties further acknowledge that on a going forward basis, AT&T may purchase additional special access service under BellSouth's applicable tariffs and convert such special access circuits to EELs, pursuant to the terms of this Agreement, subject to such circuits meeting the local usage options of this Section 2.11 and subject to the termination provisions in the applicable tariffs, if any.
- 2.11.9 When an existing special access service circuit employed by AT&T is converted to Network Elements and/or Combination, BellSouth shall not disconnect and re-connect the elements. When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 2.11.10 Conversion of Service As Is
- 2.11.10.1 AT&T may request conversion of existing retail services to non-switched combinations of unbundled network elements by submitting an LSR or a conversion spreadsheet, provided by BellSouth, to the LCSC for record changes. For the conversion of retail services to switched combinations, AT&T may request such conversions on a single LSR for all services billed under the same Account Telephone Number or master billing account. AT&T may consolidate onto a single LSR, up to four end user accounts to a single Account Telephone Number where the accounts are for the same end user and are the same type and end user location. BellSouth will project manage conversions of fifteen (15) or more lines.
- 2.12 Standards for Network Elements
- 2.12.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 2.12.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 2.12.3 The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to AT&T shall be, to the extent technically feasible, at least equal to that which BellSouth provides

BellSouth Telecommunications, Inc.
Alabama Public Service Commission
Docket No. 28841
ITC^DeltaCom's First Set of Interrogatories
April 4th, 2003
Item No. 73
Page 1 of 1

REQUEST: Describe or explain how BellSouth's operator will reach a ITC^DeltaCom operator or customer in an emergency situation and in a busy line interrupt or busy line verification situation.

RESPONSE: When the BellSouth operator receives an emergency request from a customer, the BellSouth operator asks the customer for the city, checks the operator records for the appropriate agency number or connects the customer to directory assistance for the appropriate number and then connects the customer to that agency. The BellSouth operator stays on the line to ensure that the agency is reached.

Busy line interrupt and busy line verification service is an optional service provided to ITC^Deltacom via BellSouth tariff. BellSouth does not subscribe to busy line interrupt or busy line verification service from ITC^Deltacom and BellSouth operators have no provision to contact ITC^Deltacom operators for this service. When a request is received to verify or interrupt an ITC^Deltacom number, the BellSouth operator advises the customer that this is not a number he or she is able to verify or interrupt.

James Pearsall To: Nanette Edwards
06/02/2003 04:55 PM CC:
Subject: DeltaCom/BellSouth Rev Collo Amendment

----- Forwarded by James Pearsall/DeltaCom on 06/02/2003 04:58 PM -----



Michelle.Culver@bridge.bellsouth.com on 02/25/1999 10:33:14 AM

To: Thomas Hyde/DeltaCom
cc: David.Thlerry@bridge.bellsouth.com
Subject: DeltaCom/BellSouth Amendment

Dear Tom:

Attached please find a draft of the Collocation Amendment between DeltaCom and BellSouth for clarification of charges based on the percentage of equipment capacity used for Local Interconnection. Please contact me after your review and I will overnight two executable copies of the amendment for signature.

Thank you,
Michelle Culver
404-927-1374



- REVCOL#1.DOC



BellSouth Telecommunications
Interconnection Services
675 W. Peachtree Street, NE
Room 34591
Atlanta, GA 30075

Shelley P. Walls
Manager - Regulatory and Policy Support

(404) 527-7511
Fax: (404) 529-7839
e-mail: shelley.walls@bellsouth.com

September 11, 2002

VIA ELECTRONIC MAIL

Ms. Denise Berger
Operations AVP - Local Supplier Management
AT&T
Room 12256
1200 Peachtree Street NE
Atlanta, GA 30309

Dear Denise:

This is in response to your letter dated August 30, 2002, regarding the conversion of special access circuits to Unbundled Network Elements (UNE). First, let me state that I am surprised by the adversarial tone of your letter given that we have had one conversation regarding this issue. Further, I am concerned by your interpretation of that conversation. BellSouth disagrees with a large portion of the statements in your letter regarding BellSouth's position, beginning with your characterization of AT&T's requested service as currently combined UNEs, when in fact, AT&T's request is for single uncombined network elements. This response will follow the structure of your letter.

Pricing and Conversion Process

The Federal Communications Commission (FCC) has never mandated anything regarding conversions of standalone special access services. Your reference to the Supplemental Order Clarification is irrelevant as it did not deal with combinations of loop and transport network elements, nor does the reasoning of that order apply to this situation. By definition, there is nothing for a standalone element to be separated from and AT&T clearly could have ordered these circuits initially as UNEs rather than attempting to convert them now.

BellSouth has no process to "convert" standalone special access services to UNEs. BellSouth has simply proposed, at AT&T's request, a process to facilitate the replacement of existing special access services with UNEs in such a way as to minimize disruption of service to AT&T's end users. Your statement that AT&T's request was nothing more than a simple change from one billing platform to another is incorrect. Three orders for each circuit are required to accomplish AT&T's request. The first order updates the circuit identification (ID) record in the Trunks Integrated Record Keeping System (TIRKS). When a trouble is reported, the BellSouth technician will locate the circuit in TIRKS and begin the trouble resolution process. A disconnect order must be

issued to remove the special access service from BellSouth's access services billing, maintenance, and other record-keeping systems, and a new order must be issued to place the UNE into the UNE billing, maintenance, and other record-keeping systems. As you are aware, AT&T is able to do this itself. There is no means for either AT&T or BellSouth to relate the orders automatically; in order to minimize end user disruptions, the two sets of orders will have to be manually "related" at every step. A hot cut is not analogous as it simply requires coordination between one person at AT&T and one person at BellSouth on a single order. The process requested by AT&T requires the coordination of at least one person at AT&T, at least two of BellSouth's centers, and the central office personnel to complete two orders for each circuit. AT&T is requesting this for more than 100 circuits.

The pricing provided to AT&T in June 2002 reflects reasonable rates for the work involved in BellSouth, such as issuing the orders and project managing the process so that the orders, which flow through entirely different sets of systems, are worked together. BellSouth has a standard Professional Services offering for writing and processing orders (\$175 per Local Service Request (LSR) and Access Service Request (ASR)) and standard project management hourly fees. There are cost studies to support these offerings, and BellSouth based its quote to AT&T on these studies and its experience with other projects in estimating the amount of time needed to complete AT&T's request. Again, these rates are not TELRIC rates, but are market rates, as BellSouth is in no way obligated to provide the conversion requested by AT&T.

Billing

BellSouth's response is consistent with all orders that BellSouth processes. The billing does not change until the order effectuating the billing is completed.

BellSouth has in no way been intransigent nor is there any reason to suggest that BellSouth has acted in any way other than in accordance with its obligations under the Interconnection Agreement. BellSouth's records indicate that AT&T submitted a request to convert special access circuits in Georgia to UNE/loop only circuits via an e-mail dated April 12, 2002, which is the first record BellSouth has of AT&T's effort to accomplish this project. On April 29, 2002, BellSouth replied to AT&T's April 12 e-mail advising that the spreadsheet AT&T had attached to its e-mail was not the appropriate method to request such a conversion. The April 29 letter also stated that AT&T's request was for a business process that is not currently offered by BellSouth and that a New Business Request (NBR) was required. When BellSouth did not hear from AT&T, the BellSouth Local Contract Manager, on behalf of AT&T, submitted the request into the BellSouth NBR process. On June 24, 2002, BellSouth replied to the NBR with a proposal outlining the necessary steps and the terms and conditions under which BellSouth would be willing to perform the professional services that AT&T requested. The charges for the project were provided to AT&T on June 26, 2002. AT&T did not respond to BellSouth's offer until August 15, 2002. Attachment 10, Section 1.8 of AT&T's Interconnection Agreement clearly states that BellSouth will proceed beyond providing the preliminary analysis when AT&T provides a written notice to proceed. AT&T has not provided such a notice to date.

Ongoing Conversions

This is not an on-going process. For each circuit, order writing, coordination, and project management will have to occur. This is not something that can be turned into a routine, automated process without a substantial amount of time and money involved. As was explained, the structure of the charges for each request would be approximately the same, barring any unforeseen circumstances. If AT&T requests a substantially similar service for similarly situated circuits, the rates that you have been quoted would apply. To the extent that the work required is the same and the cost for the inputs are the same.

the rates and terms would be the same. However, the rates may be different in different states due to the configuration, different ordering charges and different cost of labor, for example.

Additionally, there is no reason that this should be an on-going process. AT&T is free to order the service it desires for the long term and should do so on a going-forward basis.

Sincerely,

Shelley P. Walls
Manager – Regulatory and Policy Support
Interconnection Services

FATT
08/30/02

