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July 31, 1997

Ms. Blanca S. Bayó
Director, Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 960786-TL

Dear Ms. Bayó:

On behalf of MCI Telecommunications Corporation (MCI) enclosed for filing in the above docket are the original and 15 copies of the rebuttal testimony of Ronald Martinez.

By copy of this letter this document has been provided to the parties on the attached service list.

Very truly yours,



Richard D. Melson

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I HEREBY CERTIFY that a copy of the foregoing was furnished by hand delivery (*) or overnight by Federal Express to the following parties this 31st day of July, 1997.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
REBUTTAL TESTIMONY OF RONALD MARTINEZ
ON BEHALF OF MCI TELECOMMUNICATIONS CORPORATION
DOCKET NO. 960786-TL

July 31, 1997

Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION.

A. My name is Ronald Martinez. My business address is 780 Johnson Ferry Road, Atlanta, Georgia 30342. I am employed by MCI Telecommunications Corporation ("MCI") in the Law and Public Policy group as an Executive Staff Member II.

Q. ARE YOU THE SAME RONALD MARTINEZ WHO PREVIOUSLY FILED DIRECT TESTIMONY IN THIS MATTER.

A. Yes, I am.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. The purpose of my rebuttal testimony is to respond to BellSouth's Proposed Statement of Generally Available Terms ("SGAT") and their claim that it complies with the fourteen point checklist. My testimony is organized in a way which tracks the proposed SGAT and the fourteen point checklist. I note that

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1 more than 80,000 pages accompany the SGAT. While that filing includes much
2 redundant information, the job of examining the entire filing would still take
3 many months. Accordingly, the issues discussed in this testimony simply
4 illustrate the myriad of problems with BellSouth's filing. This testimony does
5 not exhaustively discuss all of the defects in BellSouth's filing. However, I will
6 endeavor to identify the most obvious problems.

7

8 **Q. DO YOU HAVE ANY INITIAL COMMENTS YOU WOULD LIKE TO**
9 **MAKE REGARDING BELL SOUTH'S PROPOSED SGAT?**

10 A. Yes. BellSouth has apparently conceded that it should be proceeding under
11 Track A of Section 271. See Testimony of Alphonso J. Varner at p. 16. The
12 proposed SGAT is, therefore, irrelevant since the issue under Track A is
13 whether BellSouth has fully implemented and is providing each checklist item
14 under an approved interconnection agreement, not whether it is offering items
15 under an SGAT. Beyond this obvious problem, the proposed SGAT does not
16 even offer the checklist items in compliance with the fourteen point checklist.

17

18 **CHECKLIST ITEM 1 (Commission Issue No. 2)**

19 *Interconnection Points*

20 **Q. DOES THE SGAT PERMIT ALECS TO INTERCONNECT AT BST'S**
21 **LOCAL TANDEM SWITCHES?**

22 A. No. Although the point of interface for the exchange of local and EAS traffic
23 between independent telephone companies and BellSouth is the local tandem

1 switch, BellSouth has refused to permit ALECs to interconnect at their local
2 tandem switches.

3

4 In the diagrams provided in Volume 1-2 "Checklist Item 1 - Local
5 Interconnection Switched Local Interconnection" under the Tab Technical
6 Service Description (no page number) entitled "Trunking and Interconnection
7 Arrangement Between BST Access Tandem and OLEC Toll/Local Switch," as
8 filed by Mr. Milner, it is quite clear that the ALEC is not provided the option of
9 interconnecting at the BellSouth Local Tandem. In addition, the labels of the
10 interconnect points are, at best, misleading. The box labeled "BSTEOLocal
11 (BellSouth End Office Local) is in fact the Common Transport Trunk Group
12 ("CTTG") for all Interexchange Toll traffic as well as for ALEC local
13 originating/terminating traffic. BellSouth's local traffic remains on a dedicated
14 network that does not utilize the Access Tandem. Hence traffic won by the
15 ALEC is removed from the BellSouth Local Network and Local Access
16 Tandem and placed onto the IXC Toll Network. This has the net effect of
17 enhancing BellSouth's local service at the cost or degradation of the IXC Toll
18 Network.

19

20 **Q. DOES BELL SOUTH CLAIM IN THE SGAT TO PROVIDE**
21 **INTERMEDIARY TANDEM SWITCHING AND TRANSPORT FOR**
22 **THE ALEC'S CONNECTION TO ITS END USER?**

1 A. Yes. On page 3 of the Draft SGAT, however, BellSouth provides an incorrect
2 definition of Intermediary Tandem Switching. Intermediary tandem switching is
3 switching a call from one tandem to another tandem for the purpose of
4 completing a call. The only intermediary tandem switching BellSouth could be
5 offering in the SGAT is from their local tandem to their access tandem. Thus,
6 BellSouth seeks to charge two tandem switching fees by denying ALECs a local
7 tandem connection.

8

9 *Access Rates*

10 **Q. DO YOU HAVE CONCERNS WITH BELLSOUTH'S PROPOSAL**
11 **REGARDING ACCESS RATES CHARGED BY ALECS?**

12 A. Yes. It appears at page 4 of the Draft SGAT that BellSouth seeks to dictate the
13 interstate and intrastate switched access rates which ALECs charge to
14 BellSouth. The Draft SGAT states that “[i]f BellSouth is serving as the ALEC
15 end user’s presubscribed interexchange carrier or if the ALEC end user uses
16 BellSouth as an interexchange carrier on a 10XXX basis, the ALEC will charge
17 BellSouth the appropriate BellSouth tariff charges for originating network
18 access services.” There is no explanation for this absurd requirement. The
19 ALEC should charge its own appropriate and tariffed access rates, not those of
20 BellSouth.

21

22

1 *Records for 800 Billing (Commission Issues No. 2 and 11)*

2 **Q. DO YOU HAVE CONCERNS WITH THE PROPOSED SGAT'S**
3 **TREATMENT OF 800 BILLING?**

4 A. Yes. Similar to switched access, BellSouth seeks to require that the ALEC
5 charge the BellSouth rates. Again, there is no explanation for such a
6 requirement.

7

8 *800 Access Screening (Commission Issues No. 2 and 11)*

9 **Q. DO YOU HAVE CONCERNS REGARDING BELL SOUTH'S**
10 **PROPOSAL RELATING TO 800 ACCESS SCREENING?**

11 A. Yes. Paragraph 7 of page 4 of the Draft SGAT limits the ability of ALECs,
12 such as MCI, to access the BST STP for purposes of obtaining the proper
13 routing information necessary to complete 800/888 calls. ALECs must be
14 allowed options for establishing connection to the BellSouth Toll Free
15 Database. As set forth in more detail in the discussion of Checklist Item 10
16 below, there are three options which should be available: 1) the ALEC is non-
17 SS7-capable and the ILEC provides functionality for the ALEC; 2) the ALEC is
18 SS7-capable and the ALEC makes a query through the ILEC's STP/SCP; and,
19 3) the ALEC is SS7-capable and makes the query through a third party's
20 STP/SCP. The 800 Access Ten Digit Screening Service described on page 4 of
21 the Draft SGAT satisfies only the first option, where BellSouth performs both
22 the database lookup function and the subsequent call routing function.

1 Because 800 Access Service with ten digit screening is a tariffed offering of
2 BellSouth, an ALEC would have the right to obtain this service without this
3 paragraph in the SGAT. However, BellSouth appears to be representing this
4 offering as an Unbundled Network Element. That is, by making this tariffed
5 service available to ALECs, BellSouth appears to be trying to claim that it is
6 offering unbundled access to the toll free databases and the associated signaling.
7 As discussed in connection with Checklist Item 10, below, this service falls far
8 short of true unbundled access to the Toll Free Database.

9
10 *Billing Disputes (Commission Issue No. 2)*

11 **Q. PLEASE EXPLAIN YOUR CONCERNS REGARDING BELLSOUTH'S**
12 **PROPOSAL TO DEAL WITH BILLING DISPUTES.**

13 A. The proposed SGAT does not contain a dispute resolution clause. Such a
14 provision should be included at page 5 of the Draft SGAT. While I am not a
15 lawyer, I am concerned that BellSouth may claim that the SGAT controls billing
16 disputes and thus ALECs must remit payment with no defined procedure for
17 mediation of billing disputes.

18
19 *Customer Daily Usage Data*

20 **Q. DOES THE PROPOSED SGAT ADEQUATELY ADDRESS THE ISSUE**
21 **OF CUSTOMER DAILY USAGE DATA?**

22 A. No. I understand that BellSouth has refused to provide usage detail on resold
23 flat-rated business or residential lines. This information is critical to determine

1 if a customer is better served by a measured line or should remain on a flat rated
2 service offering. In the competitive world we are heading toward, an ALEC
3 will need to provide its end user customers with the products that best meet
4 their needs. One basic need, from an ALEC's perspective, will be information
5 needed to counsel its customers on the products and services for which they are
6 paying. Whether a customer should be on a measured service or a flat rated
7 service depends upon the calling habits of that particular customer.
8 Competitors in the long distance arena are well aware that if they leave their
9 customer on an expensive plan that is not needed they will lose the customer to
10 the first competitor that comes through the door. The same will become true in
11 the local arena, and information as to local usage will be invaluable in curbing
12 that type of customer loss. BellSouth has indicated that they do record this
13 usage information, but, since they do not pull the information for themselves,
14 they have no intention of providing it to ALECs. This is true even though the
15 ALEC would be compensating BellSouth for these usage records. Clearly the
16 difference is that BellSouth has the ability to access this information at will but
17 they choose not to. This is a shortcoming in the SGAT which must be
18 corrected.

19

20 *Local Traffic*

21 **Q. DO YOU HAVE CONCERNS WITH BELL SOUTH'S DEFINITION OF**
22 **LOCAL TRAFFIC?**

1 A. Yes. On pages 1 and 2 of the Draft SGAT, BellSouth defines local traffic by
2 stating that “in no event shall the Local Traffic area for purposes of local call
3 termination billing between the parties be decreased. No company shall
4 represent Exchange Access Traffic as Local Interconnection traffic.”
5 Additionally, on page 1, BellSouth alludes to local traffic in terms of NPA-
6 NXXs.

7
8 It is essential that if the Commission intends to accept this definition of local
9 traffic, and thus hold ALECs to these limitations, BellSouth must be required to
10 provide to ALECs a complete listing of the BellSouth NPA-NXXs that make
11 up each local service area and such information must be provided in a usable
12 format.

13
14 **CHECKLIST ITEM 2 (Commission Issue No. 3)**

15 *Ordering and Provisioning and Interfaces for OSS*

16 **Q. IS THE PROPOSED SGAT ADEQUATE WITH REGARD TO**
17 **ORDERING AND PROVISIONING GUIDELINES?**

18 A. No. I will not repeat my direct testimony, but suffice it to say that BellSouth
19 continues to put forward the Local Exchange Navigation System or “LENS” as
20 a solution for pre-ordering issues. LENS is not acceptable because it is not a
21 real-time interactive system; thus, it is not at parity with what BellSouth
22 provides itself. Further, LENS is only applicable to simple resale orders. It
23 cannot be used for complex orders or orders for unbundled network elements.

1 **Q. DOES THE PROPOSED SGAT PROVIDE A SATISFACTORY**
2 **SOLUTION TO ISSUES RELATING TO INTERFACES FOR OSS?**

3 A. No. As discussed above, LENS is not adequate. Additionally, I could not find
4 a Directory Assistance form in the pre-ordering materials put forward by
5 BellSouth. Also, I do not believe that a LENS manual or, for that matter, any
6 documentation on LENS, has been filed. Even if they have been filed, I have
7 strong concerns with a system that can be unilaterally changed by BellSouth and
8 that has no supporting documentation provided to the ALECs using it. This
9 would put the fate of competition in the hands of BellSouth. Documentation
10 management appears to be nonexistent on the local side of BellSouth.

11

12 *Collocation*

13 **Q. DOES BELL SOUTH'S PROPOSED SGAT ON PAPER OFFER**
14 **COLLOCATION AS REQUIRED BY THE FEDERAL ACT.**

15 A. No. An ALEC is denied the ability to have their personnel work on their
16 equipment. At page 9 of the BellSouth Telecommunications Negotiations
17 Handbook for Collocation, which is not an attachment of the SGAT but was
18 included as Mr. Scheye's Exhibit RCS-7, only certified vendors may install
19 equipment. There is no reference anywhere as to how an ALEC can have its
20 personnel certified. Hence the ALEC is restricted to using the limited list of
21 vendors identified on page 14 of this document.

22

1 Similar to the situation for rights-of-way, which are discussed below under
2 Checklist Item 4, there is not a single collocation time frame that the SGAT
3 requires BellSouth to meet. The only dates are those demanded of the ALEC
4 for occupying the space once construction is completed. Lastly, the concept of
5 liability is captured in this document in what appears to be boiler plate language
6 for liquidated damages. At page 10, under the caption Liability, BellSouth
7 states “The collocator is responsible for the actions of their employees and their
8 agents. The collocator will be required to pay liquidated damages to BST for
9 damage done to BST property, equipment or facilities as a result of the actions
10 or behaviors of either the collocator employees or their agent.” Surprisingly,
11 BellSouth includes this requirement even though the agent is in all likelihood
12 the certified vendor from BellSouth’s vendor list.

13
14 *Construction Rates*

15 **Q. ARE YOU SATISFIED WITH THE RATES FOR CONSTRUCTION**
16 **WHICH ARE CONTAINED ON PAGE 1 OF THE PRICE LIST IN**
17 **ATTACHMENT A OF THE PROPOSED SGAT?**

18 **A.** No. I cannot find any cost support relating to these rates. These rates should
19 be set at TELRIC and the Commission should require BellSouth to provide
20 adequate cost support.

21
22

1 *Combination of Network Elements*

2 **Q. DOES THE PROPOSED SGAT ALLOW COMBINATION OF**
3 **NETWORK ELEMENTS AS REQUIRED BY THE FEDERAL ACT?**

4 **A.** No. On page 9 of the Draft SGAT, BellSouth asserts that if unbundled network
5 elements are combined to recreate an existing BellSouth service, then
6 BellSouth will charge a wholesale resale price. “Identical services are services
7 provided by the ALEC that do not use their own switching or other
8 functionality or capability together with BellSouth unbundled network elements
9 in order to produce the service. Operator services shall not be considered a
10 functionality or capability for this purpose.” This Commission has never placed
11 such a restriction on the recombination of network elements. MCI believes that
12 unbundled network elements can be combined without restriction. In addition,
13 MCI believes that the addition by an ALEC of functionality such as operator
14 services clearly differentiates the resultant ALEC service offering from that of
15 BellSouth. MCI has a continuing concern with the failure by BellSouth to
16 recognize that ALECs are free to combine unbundled network elements in
17 whatever way they desire and should not be penalized in any way for any
18 combination.

19
20 **CHECKLIST ITEM 3 (Commission Issue No. 4)**

21 *Poles, Ducts, Conduits and Right-of-ways*

22 **Q. DOES BELL SOUTH’S PROPOSED SGAT ON PAPER OFFER**
23 **ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY AS**

1 **REQUIRED BY THE FEDERAL ACT?**

2 **A.** No. On page 14 of his direct testimony, Mr. Milner states that 13 ALECs have
3 executed license agreements with BellSouth but references only cable television
4 companies and power companies with respect to usage. A checklist item as
5 important as this one is to the ALEC community should, at a minimum, set
6 forth a time frame by which an ALEC can obtain a license. It is simply amazing
7 that BellSouth can assert that it is ready to provide these items when it cannot
8 even provide the time frame for obtaining the prerequisite license.

9
10 Page 18 of attachment D to the Draft SGAT, section 1.5.1, states “the time
11 frames for the issuance of the license shall be established pursuant to section
12 1.5.4.3.” Section 1.5.4.3 provides for the establishment of a joint task force to
13 develop all procedures necessary to effectuate the provisions of this section. In
14 addition, it provides for good faith negotiation to reduce said agreement to
15 writing within sixty (60) calendar days from the effective date of the agreement.

16
17 After the ALEC has wasted the two months waiting to get a written agreement,
18 the ALEC can submit the necessary forms to apply for a license. There is,
19 however, no required time frame within which BellSouth must complete the
20 application process. In this situation, an ALEC gains little comfort from the
21 provision which requires BellSouth to notify the ALEC if its request is being
22 denied on the grounds that the conduit or duct space requested is necessary for
23 BellSouth’s present needs. Attachment D, p. 5, Sec. 1.2.3. Again, the ALEC

1 lacks any recourse.

2

3 **Q. DOES THE PROPOSED SGAT PROVIDE ADEQUATE ACCESS TO**
4 **ENGINEERING RECORDS?**

5 A. No. To effectively compete, ALECs must be able to obtain access to this
6 information with great ease. The SGAT, at page 9, requires a bona fide request
7 for access to engineering information. Upon receiving a request for access to
8 records, it is my understanding that BellSouth then has ninety (90) days to
9 respond. It is not clear what BellSouth will require before it allows access. I
10 am concerned that BellSouth may use the bona fide request process to create
11 delay and to make obtaining this information a difficult and lengthy process.

12

13 **CHECKLIST ITEM 5 (Commission Issue No. 6)**

14 *Common Transport*

15 **Q. IS BELL SOUTH'S PROPOSED SGAT SATISFACTORY WITH**
16 **REGARD TO THE PROVISIONING OF COMMON TRANSPORT?**

17 A. No. In order to unbundle Common Transport from local switching pursuant to
18 the requirements of the Federal Act, the switch port and the physical trunk must
19 be priced at a flat rate. The only way to measure the service is from the switch.
20 Thus if Common Transport is priced on a usage sensitive basis, it is necessarily
21 being bundled with local switching. As explained below, the BellSouth
22 proposed SGAT is unclear on this element. See Draft SGAT at p. 11.

1

2 *Local Transport*

3 **Q. DOES THE PROPOSED SGAT OFFER LOCAL TRANSPORT**
4 **UNBUNDLED FROM SWITCHING?**

5 A. No. Page 19 of Mr. Milner's testimony states that as of June 1, 1997,
6 BellSouth has 277 dedicated trunks providing interoffice transport to ALECs in
7 Florida. However, there is no reference to the unbundling of common
8 transport trunk groups.

9

10 **Q. WHAT IS A COMMON TRANSPORT TRUNK GROUP?**

11 A. A common transport trunk group is a trunk group over which traffic is carried
12 from an originating switch to a tandem switch. It is called a "common" trunk
13 group because it carries traffic that will ultimately be terminated through the
14 tandem network to a variety of destinations. It can carry either traffic originated
15 by a single carrier (i.e. dedicated common transport) or traffic originated by
16 multiple carriers (i.e. shared common transport). In contrast, a dedicated
17 transport trunk group is a trunk group over which traffic is carried from a
18 switch (end office or tandem) to a single destination such as another end office
19 switch or an IXC toll switch.

20

21 **Q. WHY DO YOU SAY THAT BELLSOUTH'S SGAT DOES NOT OFFER**
22 **COMMON TRANSPORT UNBUNDLED FROM SWITCHING?**

1 A. In the introductory paragraph of Section V on page 11 of the Draft SGAT,
2 BellSouth states that it provides “local transport from the trunk side of its
3 switches unbundled from switching. . .” Yet in paragraph V.A.2 on the same
4 page, BellSouth states that: “BellSouth provides common transport on a per
5 minute basis.” Since the only way to measure traffic over a trunk group to
6 impose a per minute charge is to use the measurement capability of the switch,
7 this creates the inference that common transport is not unbundled from
8 switching. If common transport is in fact unbundled from switching, then
9 BellSouth could not be providing it as a measured service.

10
11 In addition, the SGAT does not offer the trunk port that the ALEC would use
12 to connect to the local end office switch. Without such a port, there would be
13 nothing to which the ALEC could connect the facility piece of the common
14 transport.

15
16 **Q. WHY IS IT IMPORTANT FOR AN ALEC TO BE ABLE TO OBTAIN**
17 **UNBUNDLED LOCAL TRANSPORT?**

18 A. An ALEC should be able to obtain all the elements necessary to replicate the
19 incumbent LEC’s interoffice trunking network. As with the incumbent’s
20 distribution network, the interoffice network represents a bottleneck that, when
21 controlled by the ILEC, represents a barrier to competition.

22

1 An ALEC should be able to obtain local transport from BellSouth to support
2 two separate applications. The first is the tandem application where an ALEC
3 which provides its own local switching (using either its own switch, switching
4 capacity leased from a third party, or switching capacity obtained from
5 BellSouth on an unbundled basis) will obtain a Common Transport Network
6 Element from BellSouth to connect its local switching to an Originating Port on
7 BellSouth's tandem switch. In this scenario, the ALEC would be subtending
8 BellSouth's tandem and would be using the Common Transport Network
9 Element to deliver traffic to the tandem for termination on BellSouth's network.
10 If the ALEC has opted to utilize unbundled local switching from BellSouth's
11 switch, then the ALEC will have combined BellSouth's Local Switching,
12 Common Transport, and Tandem Switching elements.

13
14 The second application is the local switching application in which the ALEC has
15 purchased unbundled local switching from BellSouth but provides the tandem
16 switching function itself (using either its own switch or switching capacity
17 leased from a third party). In this application, the ALEC's traffic would be
18 routed from BellSouth to this tandem on a common trunk group provided by
19 BellSouth, by the ALEC, or by a third party. If the ALEC opted to use
20 BellSouth's local transport, then BellSouth's Local Switching Network Element
21 would be combined with the Common Transport Network Element to permit
22 traffic being originated on BellSouth's local switch to be switched and
23 terminated on the ALEC's provided network elements.

1 With respect to the 277 dedicated trunks (not trunk groups) providing
2 interoffice transport, Mr. Milner fails to identify if these trunks are tandem or
3 end office directs. Since the SGAT does not offer a trunk port option as part of
4 the local switching and there is no tandem port offer under the tandem
5 switching elements, in my opinion these trunks are not unbundled from the
6 switch.

7

8 **Q. HAS BELLSOUTH PROPERLY UNBUNDLED TANDEM**
9 **SWITCHING?**

10 A. No. There are two basic elements associated with tandem switching: The first
11 is an originating port, which provides access to the tandem switching
12 functionality from the network of either the ILEC, ALEC, IXC, or other third
13 party switching provider. The second is a terminating port, which provides
14 egress from the tandem switch to connect to the network of the ILEC, ALEC,
15 IXC, or other third party switching provider. The tandem switching network
16 element consists of both a physical trunk port and the switching function that
17 connects two networks or switches together. To effectively unbundle tandem
18 switching, each of these two elements must be offered from both the originating
19 side and the terminating side of BellSouth's tandem switch. In other words, an
20 ALEC should have the capability to order either an originating port (e.g., 2-
21 wire analog ground start port or equivalent IMT) or a terminating port and the
22 associated features and functions of that port.

1 Q. PLEASE EXPLAIN HOW AN ALEC WOULD USE UNBUNDLED
2 ORIGINATING AND TERMINATING PORTS ON BELL SOUTH'S
3 TANDEM SWITCH.

4 A. If an ALEC purchases an originating tandem port, the ALEC would provide
5 the originating tandem protocol functions as options for its customers and
6 would instruct BellSouth on the call routing or terminating functions required
7 (e.g., Intermachine Trunk - IMT - equipped for 2-stage FGD and route traffic
8 per existing 3rd party and ILEC routes for o+/o-, 1+, IDDD, etc.). This
9 element could be combined with common transport obtained from BellSouth,
10 provided by the ALEC itself, or obtained from a third party.

11
12 Similarly, an ALEC should have the capability to order a terminating tandem
13 switching port, to combine it with dedicated transport (either purchased from
14 BellSouth as a network element, provided by the ALEC itself, or obtained from
15 a third party), and to instruct BellSouth on the call termination routing or
16 announcement exceptions that may be required for the ALEC's terminating
17 traffic.

18
19 In the originating side example, BellSouth is providing the tandem functionality
20 for the ALEC so that calls that originate on the ALEC switch (which can be
21 provided by the ALEC, a third party, or obtained from BellSouth on an
22 unbundled basis) will be terminated over BellSouth's network. In this situation,
23 the ALEC would either combine the Originating Port and tandem switching

1 with a Common Transport Network Element from BellSouth or would provide
2 this transport itself or through a third party. In the terminating side example,
3 BellSouth again is providing the tandem functionality. In this example, calls
4 that originate on the network of BellSouth, the ALEC, or a third party will be
5 switched by BellSouth's tandem and will be terminated over dedicated transport
6 facilities from the tandem to the ILEC's, ALEC's, or other third party's switch.
7 This path would be used for the sole purpose of terminating traffic to End User
8 Customers.

9
10 In either case, unless a Tandem Trunk Originating Port and/or a Tandem
11 Trunk Terminating Port is offered in association with the Tandem Switching
12 Network Element, it is not possible to offer either the Common Transport
13 Network Element or the Dedicated Transport Network Element, since there
14 would be nothing to connect the Tandem Switching Network Element to.

15
16 Lastly, the concept of origination and termination is used in the above examples
17 only to depict the two critical functions that a tandem performs. A single path
18 can be established to connect the tandem to an ALEC's switch and used to
19 both originate and terminate traffic. Hence, there should be no restrictions on
20 the ALEC's use of two-way trunks to accomplish these important switching
21 connections in the most cost effective manner.

22

1 **CHECKLIST ITEM 6 (Commission Issue No. 7)**

2 **Q. DOES THE PROPOSED SGAT OFFER UNBUNDLED SWITCHING?**

3 A. No. On page 21 of his testimony, Mr. Milner states that BellSouth has 7
4 unbundled switch ports in service in Florida. Mr. Milner claims that this is
5 evidence of the functional availability of unbundled local switching. However,
6 there are two sides to the switch - the port (or line) side and the trunk side.
7 Only the trunk side of local switching combined with the common transport
8 group is offered in the SGAT. Thus, BellSouth has not unbundled local
9 switching so that both line side and trunk side are offered separately. This issue
10 is also a concern because at page 12 of the Draft SGAT, BellSouth ignores the
11 need for trunk side termination.

12
13 Just as in the case of tandem switching, there are two basic elements associated
14 with local switching: the ports (or access and egress elements) and the
15 switching function. To effectively unbundle local switching, each of these two
16 elements must be offered from both the line side and the trunk side. In other
17 words, an ALEC should have the capability to order a line side port (e.g., 2-
18 wire analog subscriber port) in combination with the switching function. In this
19 case, the ALEC would be provided the originating line class functions as
20 options for their customers and would instruct the ILEC on the call routing
21 exception functions required (e.g., route o+/o- to the tandem for terminating on
22 the CIC 222 trunk group and all 1+ to the CIC 852 trunk group). From the
23 trunk side of the local switching Network Element, an ALEC should have the

1 capability to order a Direct Tandem Trunk/Group (e.g. Intermachine Trunk -
2 IMT - equipped for 2-stage FGD) and to instruct the ILEC on the call routing
3 or announcement exceptions that may be required.

4
5 In the first scenario, the ALEC is ordering a line side interface to serve its
6 customers and would combine the Port with a local loop Network Element. In
7 the trunk side example, the ALEC would be providing, either directly or
8 through a third party, the tandem functionality for its end user or interexchange
9 customers. The trunk side interface could be combined with the Common
10 Transport Network Element offered by BellSouth or transport could be
11 provided either by the ALEC or a third party. Without a trunk side Local
12 Switching Network Element as an offering, of course, it is not possible to offer
13 the Common Transport Network Element as there would be nothing to connect
14 to. See the discussion of local transport under Checklist Item 5 above.

15

16 **CHECKLIST ITEM 10 (Commission Issue No. 11)**

17 *Access to Databases and Associated Signaling Necessary for Call Routing*
18 *and Completion*

19

20 **Q. DOES THE SGAT OFFER NONDISCRIMINATORY ACCESS TO**
21 **BELLSOUTH'S 800 DATABASE?**

22 **A.** No. On page 32 of his testimony, Mr. Milner states that BellSouth has offered
23 access to its 800 database and Line Information Database ("LIDB") for years.

1 That is not true. What BellSouth has offered with respect to the 800 database
2 is access for Responsible Organization (RESPORG), which only provides
3 access to the 800 Service Management System ("SMS") database. Such
4 access does not provide an ALEC with access to BellSouth's Service Transfer
5 Point ("STP") for access to the BellSouth Service Control Point ("SCP") for
6 the sole purpose of providing an ALEC the ability to do its own look-up on 800
7 traffic. In fact, Volume 10-4 "Checklist Item 10 - Access to Databases,
8 Routing and Signaling" under the Maintenance Procedures Tab -Temporary
9 Work Instructions - 800, 888 data Base" filed with Mr. Milner's testimony,
10 states:

11
12 Note: This document is for use as a guide as of March 31, 1997. The
13 final 800 Data Base and LIDB service, as related to ALECs, has not yet
14 been finalized by the project teams.

15
16 The assumption used to write this document is that the Unbundled
17 Local ALEC end users will be using BST dial tone and routing to
18 handle their incoming and outgoing calls. Therefore, Unbundled Local
19 ALEC end users maintenance and provisioning will be similar to BST
20 customer handling.

21
22 Unbundled Local Loop ALEC will use their own switches for dial tone
23 and routing translations. Calls to and from these Unbundled Local
24 Loop ALEC end user's, from the BellSouth network, will be via the one

1 way and two way trunk groups connected directly to the ALEC. Trunk
2 groups between the BST End Office, or Access Tandem, will be
3 provisioned and maintained by the ACAC, similar to the IC facilities.
4 Local Call treatment to and from the Unbundled Local Loop ALEC,
5 will be as from a BST End Office.”

6
7 What follows this statement is nothing but a recap of what is contained, today,
8 in BellSouth’s access filing and has no relationship to the unbundling required
9 by the Act. Hence, no procedures exist today for the provision or billing of
10 these network elements.

11
12 **Q. WHAT WOULD BE REQUIRED TO UNBUNDLE THESE NETWORK**
13 **ELEMENTS?**

14 **A.** There are three scenarios that an ALEC could use to handle 800 traffic if these
15 network elements were unbundled. In the first scenario, assume that the ALEC
16 switch does not have the necessary functionality to be a signal point (“SP”) on
17 the SS7 network. Here the ALEC would rely on BellSouth to perform the
18 necessary look-up and to provide a connection to the carrier identified that will
19 carry this traffic. When an 800/888 call originated on the ALEC’s switch, the
20 switch would select the tandem route and, in the first stage of the FGD out
21 pulsing, would insert BellSouth’s CIC code, normally a 110, and the
22 appropriate OZZ or routing code for that tandem. The BellSouth tandem
23 would respond, collecting the second stage (called/calling party information),

1 and, through BellSouth's SS7 network, query the SCP and establish the path
2 for the call based on the provided information. The BellSouth tandem would
3 then complete the call to the 800/888 transport carrier. This is one of the
4 offerings available to the independent telephone company community that does
5 not appear to be addressed in the SGAT. Under this scenario, since BellSouth
6 would be using its switch and SS7 network in total, it would need to be priced
7 out as a TELRIC rather than the established tariff rate.

8
9 In the second scenario, the ALEC will make the database query through
10 BellSouth's Signaling Transfer Point ("STP") and Signal Control Point
11 ("SCP"). Hence, the ALEC queries the SCP and obtains the necessary routing
12 information. Then, if direct trunking is available through the ALEC's switch, it
13 will connect to the 800/888 transport carrier's switch and complete the call.
14 Where direct trunking does not exist, the ALEC will seize a trunk to
15 BellSouth's tandem and, in the first stage of FGD out pulsing, send the
16 appropriate CIC/OZZ information. The BellSouth tandem will connect the
17 ALEC to the 800/888 transport carrier's switch and the ALEC will complete
18 the call by out pulsing the second stage of the FGD call. In order to complete
19 calls through BellSouth's tandem under this scenario, the ALEC must use FGD
20 signaling. Yet on page 4 of the SGAT, BellSouth states: "The ALEC will not
21 utilize Switched access FGD service." Without the use of the FGD protocol
22 the ALEC would be required to have direct connections to every 800/888
23 transport provider. The only restrictions should rest with the ALEC as they

1 deal with economics and not capabilities. With respect to pricing, the only cost
2 incurred by the ILEC is that of the STP/SCP functions and should be void of
3 the switch and STP transport functions as they are being provided by the
4 ALEC. The availability of this option from BellSouth is not clear. If it is
5 available, it is unclear whether BellSouth has the ability to properly charge the
6 correct rates.

7
8 The third scenario is where the ALEC opts to query a third party SCP. In this
9 case, the routing of the call would be virtually the same as the second scenario,
10 the only difference between the two would be that the database query charge is
11 levied by the third party. It should be noted that the above scenarios assume
12 that an ALEC is using only the Access to Database UNE and that no other
13 network element combinations have been requested.

14

15 *Common Channel Signaling*

16 **Q. IS THE PROPOSED SGAT SATISFACTORY WITH REGARD TO**
17 **COMMON CHANNEL SIGNALING?**

18 A. No. At page 27 of the Draft SGAT, BellSouth states that it will provide LEC to
19 LEC Common Channel Signaling where available except for call return. There
20 is no reason why call return should not be made available to an ALEC. Similar
21 to the 800 database access issue discussed previously, this is further evidence of
22 BellSouth's desire to restrict ALEC access to call completing databases in
23 violation of the federal Act. In this case, Call Return is a basic CLASS feature

1 offered by nearly all ILECs to their end users.

2

3 *Access to Directory Service Listings*

4 **Q. DO YOU HAVE OTHER CONCERNS REGARDING**
5 **NONDISCRIMINATORY ACCESS TO DATABASES?**

6 A. Yes. With regard to access to Directory Service listings for independent
7 telephone companies and other ALECs, BellSouth simply refuses to provide the
8 necessary data. This issue is discussed in more detail below under Checklist
9 Item 12.

10

11 **CHECKLIST ITEM 11 (Commission Issue No. 12)**

12 **Q. ARE THERE ANY CONCERNS THAT YOU HAVE WITH RESPECT**
13 **TO THE SGAT OFFERINGS AS THEY RELATE TO INTERIM**
14 **NUMBER PORTABILITY?**

15 A. Yes. While as I mentioned above it is impossible to review all of the 80,000
16 pages of information provided by BellSouth, it does appear that there should
17 have been at least one more page to address an issue critical to ALECs and
18 their customers. In the MCI_m arbitration, in connection with Interim Number
19 Portability (“INP”), a vital requirement was to have the BellSouth operator
20 transfer to the ALEC operator emergency interrupt and busy verification
21 requests made on ported numbers. Throughout the arbitration, BellSouth
22 maintained that it had to test whether it is technically feasible to do this.

1 The Commission agreed with MCI that these transfers must be made. The
2 Commission found in its Final Order Approving Arbitration Agreement, dated
3 March 21, 1997, as follows: "Upon review, we note that this issue was not
4 addressed in the arbitration proceeding. Nonetheless, MCI and BST have
5 proposed the same language to be included in the agreement. We have
6 reviewed the language and find it appropriate. Therefore, the parties shall be
7 allowed to include this language in the signed agreement." The adopted
8 language states that if a query is not successful the operator shall confirm
9 whether the number has been ported and shall direct the request to the
10 appropriate operator. See Attachment VIII section 6.1.3.15 of the
11 MCI/BellSouth Interconnection Agreement

12
13 In Volume 11-1; Checklist Item 11 - Interim Number Portability under the tab
14 "Testing" as submitted by Mr. Milner, there is no reference to any tests ever
15 performed on the interaction of INP and Busy Line Verification/Busy
16 Verification. Further, in the switch sections of this document, the only
17 limitation or restriction (page 4 of preliminary 841-406-022BT issue 1, 11/95)
18 set forth is that SS7 is required for Touchstar type services and Outgoing trunk
19 groups for delivering "number portability" traffic must be provisioned as SS7.

20
21 I now seriously doubt that BellSouth has performed the tests it indicated it
22 needed and, while the test results on this matter could be contained somewhere
23 in this mass of paper, they do not appear to be included. The test results and

1 confirmation of compliance with this Commission's order in the MCI
2 arbitration proceedings must be extended to the ALEC community. If
3 BellSouth has failed to make any necessary adjustments to address to this
4 serious issue, they should not be perceived as having met checklist item number
5 eleven until they have done so.

6
7 **CHECKLIST ITEM 12 (Commission Issue No. 13)**

8 *Dialing Parity*

9 **Q. DOES BELLSOUTH'S PROPOSED SGAT OFFER DIALING PARITY**
10 **AS REQUIRED BY THE FEDERAL ACT? (Commission Issues No. 11**
11 **and 13)**

12 A. No. On page 36 of Mr. Milner's testimony, he states that local service
13 subscribers in BellSouth's region will dial the same number of digits to place a
14 call, without the use of an access code, regardless of their choice of provider.
15 This is simply untrue. With regard to access to Directory Service listings for
16 independent telephone companies and other ALECs, BellSouth refuses to
17 provide the necessary data. Thus, an MCI local customer would need to be
18 transferred by MCI to BellSouth's Directory Assistance or dial a special code to
19 by-pass MCI and get the BellSouth Directory Assistance group to obtain the
20 telephone numbers of end users served by other ALECs or independent
21 telephone companies. This is hardly dialing parity and certainly creates a
22 situation where MCI's local service is less attractive than BellSouth's. At pages
23 16 through 17 of the Draft SGAT, BellSouth makes it clear that they will refuse

1 to provide adequate data base information for Directory Assistance relating to
2 independent telephone companies and ALEC customers.

3

4 **CHECKLIST ITEM 14 (Commission Issue No. 15)**

5 *BellSouth Interaction with ALEC Customers*

6 **Q. DO YOU HAVE CONCERNS WITH BELLSOUTH'S PROPOSAL**
7 **REGARDING INTERACTION WITH ALEC CUSTOMERS?**

8 **A.** Yes. This is an area where the importance of implementation and execution is
9 highlighted. While page 22 of the Draft SGAT indicates that BellSouth will
10 leave behind generic cards with ALEC customers, it is my understanding that in
11 trials where MCI is providing resold BellSouth service to MCI employees, the
12 BellSouth representative leaves behind BellSouth - not generic or MCI - cards.
13 While this Commission did not require penalties for BellSouth's actions or lack
14 thereof, the assessment of penalties might be the only means by which this type
15 of abuse is eliminated.

16

17 *Transfer of BellSouth Customers*

18 **Q. DOES THE PROPOSED SGAT PROVIDE A COMPETITIVELY**
19 **NEUTRAL PROCESS FOR TRANSFER OF CUSTOMERS?**

20 **A.** No. Under BellSouth's plan, an ALEC must provide proof of authorization
21 upon request to effect a transfer. While MCI certainly will maintain such
22 records, it is inappropriate for the SGAT to create a situation where BST can
23 demand such proof without justification. BellSouth's proposal sets themselves

1 up as the telephone “police”, which is hardly a competitively neutral solution
2 and indeed creates an incentive for mischief and anti-competitive behavior.
3 While this Commission is sensitive to slamming issues, a concern MCI shares,
4 BellSouth’s SGAT overreaches on this issue. The SGAT should require
5 BellSouth to have clear reasons and justification, such as a customer complaint,
6 before it is warranted in requesting proof of authorization.
7

8 *Unauthorized Transfer of Customer*

9 **Q. IS BELLSOUTH’S PROPOSAL FOR A CHARGE OF \$19.41 PER LINE**
10 **FOR THE UNAUTHORIZED TRANSFER OF A CUSTOMER FAIR**
11 **AND REASONABLE?**

12 A. No. The appropriate charge should be much less. No cost justification is
13 provided. Any changes would be simply a name change in CRIS, which is
14 BellSouth’s billing system for general exchange tariff services. No physical
15 work is required to do this as it is merely a matter of changing the billing name
16 and address in the CRIS system. A proposed charge of \$19.41 for such a
17 simple, minor task is unwarranted and insupportable. If the purpose of the
18 charge is to deter unauthorized changes, in order to be fair it must be
19 symmetrical and thus applicable to BellSouth if BellSouth fails to make an
20 authorized change or makes an unauthorized change itself. BellSouth’s
21 proposal again sets itself up as the telephone “police”, which is a recipe for
22 disaster.

1 *Customer of Record*

2 **Q. WHAT DOES BELLSOUTH PROPOSE WITH REGARD TO WHAT**
3 **ENTITY IS THE CUSTOMER OF RECORD AND PLEASE**
4 **COMMENT ON THAT PROPOSAL.**

5 A. At page 23 of the Draft SGAT, BellSouth seems to propose that the ALEC be
6 the customer of record. If this is the case, it is not clear why, if a customer
7 changes to an ALEC, BellSouth cannot determine which ALEC is providing
8 provide service to the customer. The CRIS record should provide the ALEC's
9 name and the BellSouth representative should have easy access to the CRIS
10 record. Yet during test orders, the BellSouth Business Office was called to
11 determine if BellSouth could identify the ALEC serving the end user and
12 provide the proper referral. In every instance, the BellSouth representative was
13 unable to identify the ALEC as MCI.

14
15 *Sale of Information*

16 **Q. WHAT DOES THE PROPOSED SGAT SAY ABOUT SALE OF**
17 **INFORMATION?**

18 A. It is unclear. At page 24 of the Draft SGAT, BellSouth states that “[t]elephone
19 numbers transmitted via any resold service feature are intended solely for the
20 use of the end user of the feature. Resale of this information is prohibited.” I
21 simply do not know what this means. At minimum, BellSouth should explain
22 this strange limitation.

1 *Discontinuing ALEC End User Service*

2 **Q. PLEASE COMMENT ON BELL SOUTH'S PROPOSED SGAT**
3 **TREATMENT OF DISCONTINUANCE OF END USER SERVICE.**

4 A. Again at pages 24 and 25 of the Draft SGAT, BellSouth would have itself act
5 as the judge and jury for customer problems. As is the case with too many
6 customer issues in the SGAT, BellSouth creates procedures which ALECs must
7 follow; if they do not, BellSouth can automatically discontinue service. The
8 problem with this approach is that there is no dispute resolution process to
9 serve as a check on BellSouth's activities and to ensure that ALECs have the
10 opportunity to be fully heard on the particular issue. Formal procedures are
11 particularly important with regard to service disconnection.

12

13 *ALEC Resale Audit*

14 **Q. PLEASE DESCRIBE THE SGAT PROPOSAL REGARDING A**
15 **RESALE AUDIT.**

16 A. According to the Draft SGAT at page 31, BellSouth has the right at any time
17 to audit services purchased by an ALEC for resale. Obviously, such an audit is
18 an opportunity for BellSouth to learn more about an ALEC's market and inhibit
19 its ability to compete. The Commission should not allow such an opportunity
20 to exist at BellSouth's whim.

21

22

1 **CONCLUSION**

2 **Q. PLEASE PROVIDE A RECOMMENDATION TO THE COMMISSION.**

3 A. As I stated at the outset of my rebuttal testimony, BellSouth's proposed SGAT
4 is irrelevant since, under Track A, the issue is whether BellSouth has fully
5 implemented and is providing each checklist item, not whether it is offering
6 items on paper. Beyond this obvious problem, the proposed SGAT is woefully
7 inadequate and does not even offer the checklist items in compliance with the
8 fourteen point checklist. Finally, not only would the SGAT fail to facilitate
9 competition in local markets, if approved, it would actually thwart competition.
10 Thus, I strongly recommend rejection of the SGAT and a finding that BellSouth
11 has not met the fourteen point checklist.

12
13 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

14 A. Yes.
15
16
17
18
19
20
21
22
23