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T.R.A. DOCKET ROOM

August 11, 2003

Deborah Taylor Tate, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: *Petition for Arbitration of ITC DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc. Pursuant to the Telecommunications
Act of 1996
Docket No. 03-00119*

Dear Chairman Tate:

Please accept for filing in the above-captioned proceeding the original and fourteen copies of the Rebuttal Testimony of the following on behalf of ITC^DeltaCom:

Steve Brownworth
Mary Conquest
Pat Heck
Jerry Watts

I have enclosed an additional copy to be stamped "filed." I appreciate your assistance in this matter.

Respectfully submitted,
BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

Leslie Evans

Leslie Evans

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Nashville, Tennessee 37219

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LRE/pp
Enclosure

Cc: Henry Walker

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY**

In the Matter of:

)
)
**Petition of Arbitration of ITC^DeltaCom)
Communications, Inc. with Bellsouth)
Telecommunications, Inc. Pursuant to the)
Telecommunications Act of 1996)**

Docket No. 03-00119

**REBUTTAL TESTIMONY OF
MARY CONQUEST
ON BEHALF OF
ITC^DELTACOM COMMUNICATIONS, INC.**

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

2 A: My name is Mary Conquest. I am Program Manager for Inter-Company
3 Relations, at ITC^DeltaCom Communications, Inc., ("ITC^DeltaCom"). My
4 business address is 4092 S. Memorial Parkway, Huntsville, Alabama 35802.

5
6 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

7 A: The purpose of my testimony is to respond to the direct testimony of BellSouth
8 witnesses Ronald M. Pate and John A. Ruscilli. My testimony rebuts Mr. Pate's
9 testimony regarding Issues 9, 66, and 67 and Mr. Ruscilli's testimony regarding
10 Issues 2, 25, and 64.

11
12 **Issue 2: Directory Listings (Ruscilli Pages 5-8 Begin Line 3)**

13 **Q: WHY IS ITC^DELTACOM REQUESTING DIRECTORY LISTING**
14 **INFORMATION FROM BELL SOUTH?**

15 A: BellSouth has stated in the UNE-P User Group forum that during conversion
16 "some" listings were "dropped." Another CLEC has indicated a program error at
17 BAPCO has impacted 30% of its listings. Attached as EXHIBIT A is BellSouth
18 Carrier Notification SN91083548 describing a "workaround" process. These
19 examples confirm a need to validate the customer listings prior to publication of
20 the directory.

21

1 Q: SHOULD THE DIRECTORY LISTING LANGUAGE IN THE EXISTING
2 BELLSOUTH/AT&T INTERCONNECTION AGREEMENT BE INCLUDED IN
3 ITC^DELTACOM'S AGREEMENT?

4 A: Yes. In Mr. Ruscilli's testimony, BellSouth agrees to include the AT&T directory
5 listing language but only for a limited period of time. ITC^DeltaCom seeks to
6 include the language for the entire term of its agreement with BellSouth.
7

8 Q: SHOULD BELLSOUTH BE REQUIRED TO PROVIDE AN ELECTRONIC FEED
9 OF THE DIRECTORY LISTINGS FOR THE ITC^DELTACOM CUSTOMERS?

10 A: BellSouth claims that it is unable to provide ITC^DeltaCom a file of its customer
11 listings without a system change. BellSouth currently has a Directory Publisher
12 Database Service that is a tariffed offering in Kentucky, Mississippi, Louisiana,
13 and Florida. Thus, BellSouth sells the entire directory listing information to
14 outside publishers. While ITC^DeltaCom has submitted a Bona Fide Business
15 Request to BellSouth at BellSouth's request, it is ITC^DeltaCom's position that
16 other CLECs and BellSouth stand to benefit from this system improvement and
17 thus the cost should be pro-rated.
18

19 Q: HOW DOES YOU RESPOND TO MR. RUSCILLI'S DIRECT TESTIMONY ON
20 PAGE 6, LINES 18-19 THAT "DELTACOM HAS THE RIGHT TO REVIEW AND
21 EDIT ITS CUSTOMERS' DIRECTORY LISTINGS THROUGH ACCESS TO
22 DELTACOM'S OWN CUSTOMER SERVICE RECORDS"?

1 A: While ITC does have the listing information it requested, it is blind to any
2 BellSouth-created omissions and corrections, as well as the BAPCO activity. It
3 therefore is not possible to verify the exact listing using the ITC^DeltaCom data.
4

5 Q: **MR RUSCILLI CLAIMS THIS ISSUE IS INAPPROPRIATE FOR A SECTION**
6 **251 ARBITRATION. PLEASE COMMENT.**

7 A: ITC^DeltaCom is permitted to bring "any" open issue as part of this arbitration
8 proceeding. While BellSouth's preference may be to exclude issues from the
9 Authority's consideration, ITC^DeltaCom is merely following the negotiation and
10 arbitration process set forth in the Telecommunications Act of 1996. It is also
11 noteworthy that ITC^DeltaCom is required to provide its end user directory listing
12 information to BellSouth Telecommunications, Inc., not to BAPCO. BellSouth
13 then forwards the listings to BAPCO. It is my understanding that BAPCO,
14 BellSouth's chosen publisher, will not accept the listings directly from
15 ITC^DeltaCom. Because BellSouth and BAPCO have established this process
16 and because BellSouth ultimately controls what is sent to BAPCO,
17 ITC^DeltaCom has every right to seek resolution on this issue in the context of
18 this arbitration.
19

20 **Issue 9: OSS Interfaces (Pate Pages 4-10)**

21 Q: **DOES MR. PATE'S LENGTHY DIALOGUE OF THE CHANGE CONTROL**
22 **PROCESS HAVE BEARING ON ITC^DELTACOM'S REQUEST?**

1 A: No. ITC^DeltaCom is not disputing the Change Control Process ("CCP")
2 practice, and is a participant to this collaborative process. Mr. Pate fails to
3 disclose two key facts in his discussion: (1) escalation is confined to the
4 BellSouth managerial ranks; and (2) not all OSS systems are under the oversight
5 of CCP.

6
7 Mr. Pate also states that mediation or a formal complaint procedure could be
8 used. In fact, ITC^DeltaCom has pursued mediation in several jurisdictions with
9 BellSouth on these issues. ITC^DeltaCom also has complied with the provisions
10 of the Telecommunications Act of 1996 by negotiating, identifying those open
11 issues that have not been resolved by the parties, and filing those issues as part
12 of its arbitration petition.

13
14 **Q: DOES MR. PATE ACCURATELY DESCRIBE OSS PARITY IN HIS**
15 **TESTIMONY?**

16 A: Mr. Pate states "any operational differences between the access provided to
17 BellSouth's retail units and the access provided to the CLECs do not constitute
18 discrimination, and BellSouth is under no obligation to make such access
19 identical." ITC^DeltaCom simply asks for language that affirms the
20 Telecommunications Act's requirement that OSS be nondiscriminatory.
21 BellSouth has indicated its intent to reduce spending in the area of OSS. It also
22 should be noted that OSS enhancements, for which the CLECs pay, now appear
23 to require over a year to be implemented, if they are ever provided. The

1 proposed ITC^DeltaCom language that "systems may differ, but all functions will
2 be at parity in all areas, i.e. operational hours, content, performance" appears
3 fair, yet Mr. Pate continues to refuse to state clearly what he finds objectionable
4 with the proposed language. Mr. Pate is aware of the differences in OSS but
5 refuses to allow ITC^DeltaCom the contract language it needs to protect itself
6 and its customers from service degradation.

7
8 **Issue 25: Provision of ADSL Where ITC^DeltaCom is the UNE-P Local Provider**
9 **(Ruscilli, Pages 10-15)**

10 **Q: ON PAGE 11, MR. RUSCILLI STATES THAT BELL SOUTH DOES NOT HAVE**
11 **ACCESS TO THE HIGH FREQUENCY PORTION OF THE LOOP AND LACKS**
12 **PERMISSION TO PROVISION DSL. PLEASE COMMENT.**

13 **A:** ITC^DeltaCom has offered BellSouth the use of the high frequency portion of
14 UNE-P loops that serve ITC^DeltaCom customers for free so that BellSouth can
15 continue providing its DSL service to its customers.

16
17 Mr. Ruscilli appears to argue that a significant amount of system changes are
18 necessary for BellSouth to continue providing the DSL service to its customer.
19 Clearly this cannot be correct, as in the past BellSouth has provisioned xDSL on
20 approximately 700 customers on UNE-P lines. Some of these were
21 ITC^DeltaCom end users and no issues were encountered with the service.
22 Since BellSouth has unique relationships with CLECs and service relationships
23 with other DSL providers, ITC^DeltaCom does not believe Mr. Ruscilli's claim

1 that "many system enhancements" and "many databases" would need to be
2 created to provide such a service. ITC^DeltaCom does believe that BellSouth
3 would need to set up a billing account but BellSouth does that everyday for all of
4 its customers.

5
6 The cold fact is BellSouth "does not choose to provide" Fast Access over UNE-P,
7 which limits the end user's choice of local and DSL providers.

8
9 **Q. WHY SHOULD THE TENNESSEE REGULATORY AUTHORITY BE**
10 **CONCERNED ABOUT BELL SOUTH'S PRACTICES?**

11 A. The Authority should rule that consumers have the right to choose their local
12 service provider and their DSL service provider. Consumers deserve the right to
13 choose, and it is apparent that technical feasibility is not an issue.

14
15 **Issue 64: ADUF (Ruscilli, Pages 34-35)**

16 **Q: MR. RUSCILLI STATES ON PAGE 34, LINES 23-25 OF HIS TESTIMONY**
17 **THAT "IT APPEARS THAT DELTACOM IS ASKING BELL SOUTH TO**
18 **ISOLATE AND PROVIDE TO THEM ONLY CERTAIN ADUF RECORDS.**
19 **BELL SOUTH IS NOT REQUIRED TO DO THIS." IS THIS ITC^DELTACOM'S**
20 **ISSUE?**

21 A: No. ITC^DeltaCom believes that it should only be required to pay for those
22 ADUF records that can be used for billable access. ITC^DeltaCom pays
23 BellSouth for the ADUF file and is being charged for ADUF records that are local.

1 One obvious example of BellSouth's improper billing of ADUF records is
2 disclosed on Exhibit B (Call Flow Diagram 12), which illustrates that BellSouth is
3 providing and billing for an ADUF record due to BellSouth internal billing
4 problems. One possible solution is to allow self-reporting, which is analogous
5 with the PIU/PLU currently used by the parties. It has become apparent that
6 ITC^DeltaCom is not the only CLEC experiencing problems with BellSouth's
7 ADUF records and the associated ADUF billing as evidenced by the numerous
8 ADUF billing disputes BellSouth reported in its discovery responses.
9

10 **Issue 66: Testing of End User Data (Pate, Page 10-20)**

11 **Q: MR. PATE STATES ITC^DELTACOM SHOULD ACCEPT THE TEST FACILITY**
12 **AS PRESENTED AND WAIT FOR THE CHANGE CONTROL PROCESS TO**
13 **WORK. WHAT IS YOUR RESPONSE?**

14 **A:** Mr. Pate attempts to avoid the issue that his retail groups are testing in a
15 production platform. He claims that this is done in support of the CLECs. If this
16 is the case, then why does BellSouth not allow the CLECs the ability to do their
17 own testing? He also skillfully avoids the issue that BellSouth is not constrained
18 by various versions or release. In fact Mr. Pate says, "That is both impractical
19 and unnecessary, and the fact that DeltaCom's own testing process does not
20 include this end-to-end testing is not evidence that there is a lack of parity in
21 testing." If BellSouth's end-to-end testing is not superior to that supplied to
22 CLECs, then BellSouth shouldn't have any problems with the Authority requiring
23 BellSouth retail to use the same CAVE test environment used by the CLECs.

1
2 **Q: CAN YOU BE MORE SPECIFIC ABOUT BELL SOUTH'S TESTING?**

3 A: The BellSouth web site indicates the FID ETET is used for retail testing. It is my
4 understanding that this enables BellSouth to enter its customer data as if a real
5 order had been placed, flowing the test data through the order, provisioning,
6 billing and maintenance systems as if it were a live request. Then the process
7 removes the order and negates the charges. BellSouth tells the CLECs they
8 may place real orders and pay the applicable charges to do their testing. In fact,
9 Mr. Pate states "BellSouth's CAVE test bed that really makes it no longer
10 necessary for CLECs to have their own test lines to be assured that CLEC
11 requests can be provisioned through BellSouth's systems." If CAVE is the great
12 tool as Mr. Pate portrays it to be, then why are the Change Requests being
13 denied for cost? Mr. Pate also states, "BellSouth implements competitive LEC's
14 change requests in a timely manner." Mr. Pate's definition of a timely manner
15 means that CLECs wait 60 weeks or more before learning whether they can
16 expect to see new functions. Of course, BellSouth may subsequently change its
17 mind, if BellSouth believes the changes are too costly or if capacity is not
18 available.

19
20 **Q: WOULD YOU CARE TO RESPOND TO MR. PATE'S COMMENT REGARDING**
21 **ISSUES THAT ITC^DELTACOM HAS CONCERNING CAVE TESTING?**

22 A: Yes, Mr. Pate is aware ITC^DeltaCom has spent weeks testing EELs ordering.
23 Test cases prepared by BellSouth subject-matter experts ("SMEs") are not under

1 the control of the CCP and had to be corrected and resubmitted three times.
2 ITC^DeltaCom was told when it did not receive its acknowledgement that it was
3 because of a "defect." ITC^DeltaCom followed Mr. Pate's suggestion and filed a
4 change request (CR 1170). CCP strongly suggested this be cancelled, while
5 clearly a coding defect existed in the CAVE area. ITC^DeltaCom was told it was
6 inappropriate to post a CR for a CAVE defect, yet no process other than a CR
7 exists. Were ITC^DeltaCom afforded the same testing as BellSouth, the orders
8 would have ITC^DeltaCom's own customer data, and both BellSouth and
9 ITC^DeltaCom could both benefit from the resources used to test data.
10 ITC^DeltaCom also agreed to assist Birch in the beta testing of CLECs' viewing
11 each other's Customer Service Record. After completing the BIRT requests,
12 exchanging Letters of Authorization, Operating Company Numbers and account
13 data, Birch and ITC^DeltaCom were advised that no test ability was being
14 provided for CR 184/246. (See EXHIBIT C containing correspondence).

15
16 **Issue 67: Availability of OSS Systems (Pate, Pages 20-24)**

17 **Q: DO YOU AGREE WITH MR. PATE WHEN HE STATES THAT "THERE IS NO**
18 **EVIDENCE TO SHOW THAT BELL SOUTH IS PREDISPOSED TO ROUTINELY**
19 **OR ARBITRARILY SHUT DOWN THE CLECS' – OR, SPECIFICALLY**
20 **DELTACOM'S – ACCESS TO BELL SOUTH OSS"?**

21 **A:** As noted in my testimony, BellSouth has reduced its OSS budget and has
22 published that 86% of its Change Requests are Type 6 Defects. The Authority
23 also should note BellSouth was paid \$2.2 million for the untimely code delivery.

1 On the other hand, BellSouth retail systems were not shut down when BellSouth
2 shut down all OSS CLEC ordering systems (LENS, TAG, and EDI). Although
3 BellSouth knew in advance of the code defect issues and had the ability to resize
4 the release and move a portion of the release to another date, BellSouth
5 behaved in an irresponsible manner and removed access to all three OSS
6 systems (LENS, TAG, and EDI). Another option would have been for BellSouth
7 to work on LENS/TAG but leave EDI functional. Contract language should be
8 adopted that prohibits this behavior. Even if one accepts BellSouth's argument
9 that this incident is an isolated circumstance, there should be no objection to
10 including language in the contract that absent emergency circumstances, all OSS
11 systems will not be shut down during normal business hours of 8 – 5, Monday –
12 Friday.

13
14 **Q: DOES THIS CONCLUDE YOUR TESTIMONY?**

15 **A:** Yes.

EXHIBIT A



BellSouth Interconnection Services

675 West Peachtree Street
Atlanta, Georgia 30375

**Carrier Notification
SN91083548**

Date: January 17, 2003

To: Competitive Local Exchange Carriers (CLECs)

Subject: CLECs - Workaround for Directory Listings Involving Titles and Degrees

This is to advise that BellSouth has developed a workaround process for situations when an end user makes a request for a title or a degree to be published with a directory listing, and that title or degree has not been updated in the BellSouth table of titles and degrees.

When a situation arises where a title or degree is not found in the BellSouth table of titles and degrees, the title or degree may be shown in the LNFN field of the Local Service Request (LSR). For example, if the listed name to be published in the directory were 'Jones, John SEd', the data to be shown in the LNFN field would be 'John SEd'.

BellSouth's table of titles and degrees for directory listings is updated periodically and can be found in the BellSouth Business Rules for Local Ordering (BBR-LO).

Please contact your BellSouth Local Support Manager with any questions.

Sincerely,

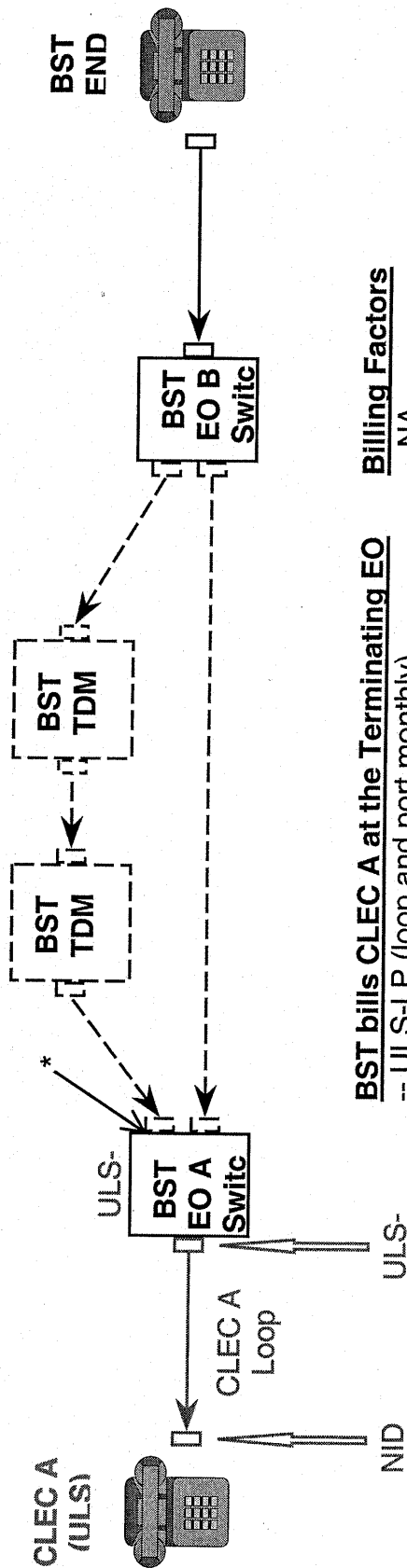
ORIGINAL SIGNED BY JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services

EXHIBIT B

UNE PORT/LOOP SWITCHED COMBINATION BILLING ARRANGEMENTS

12. BST Network - Call terminating outside of the originating 7 & 10 digit dialing arrangement but within the lata (i.e. 1+ call) - Interoffice



Billing Factors

-- NA

BST bills CLEC A at the Terminating EO

- ULS-LP (loop and port monthly)
- ULS-SF (unbundled switching - terminating)

Billing Concept

- Unbundled Network Elements

Usage Recordings

- Call Code 006/072 is made at the End Office B. No tandem indicator, no access time, no attempts. No term recording.
 - Normal EO recordings appropriate to the type of service will be made.
- NOTE: Call code 006 records are related to ELCA plans.

Record Exchange

BellSouth sends CLEC A ADUF 11-01-01, so the CLEC may be able to quantify end office usage. Terminating switched access charges shall not apply.

Reciprocal Compensation:

Currently, for this call flow CLEC A may bill BellSouth ULS-SF for end office switching at EO A. This is due to the fact that BellSouth's billing system currently bills ULS-SF to CLEC A at EO A. Because these rates are the same and the charges net to zero, BellSouth would normally not charge, but until BellSouth modifies its billing system to not charge CLEC A for ULS-SF, CLEC A may bill the equivalent charges back to BellSouth.

* indicates demarcation between UNE

Network and other Networks

A terminating access (ADUF) record is provided as this is the only means available to provide CLEC A a way to quantify the terminating usage. However, access charges shall not be billed to BellSouth as BellSouth treats such calls that it terminates as Local calls and bills the originating ULS CLEC Unbundled Local Switching at the UNE rates and not terminating access.

EXHIBIT C

EXHIBIT TN- C

06-04-2003

Please note that the feature that allows CLECs to view other resellers and UNE-P accounts will be available in Release 13.0; however this feature cannot be tested in the CAVE environment. The only accessible company code utilized in CAVE is "9999".

* The feature will be available in production on June 22, 2003

* DeltaCom will need to go into LENS and grant permission for Birch to view their customer's CSRs based on the company codes. Permission may also be ungranted by DeltaCom.

* Birch's test window will be extended until June 30, 2003 to allow them to test this feature in production.

Thank you,

Carol Nelson-ECAT
205.321.5729 Phone

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