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April 9, 1998

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *BellSouth Telecommunications, Inc.'s Entry Into Long Distance (InterLATA) Service in Tennessee Pursuant to Section 271 of the Telecommunications Act of 1996*
Docket No. 97-00309

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of the following rebuttal testimony filed on behalf of BellSouth Telecommunications, Inc.:

W. Keith Milner
John W. Putnam
David P. Scollard
William N. Stacy
Alphonso J. Varner
John C. Wurst
Roy Neel

For ease of reference, Mr. Stacy has filed two sets of testimony -- one dealing with performance standards and the other dealing with BellSouth's operating support systems.

A copy has been provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

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BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF W. KEITH MILNER

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET 97-00309

April 9, 1998

Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC.

A. My name is W. Keith Milner. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth Telecommunications, Inc. ("BellSouth" or "the Company"). I have served in my present role since February 1996 and have been involved with the management of certain issues related to local interconnection, resale and unbundling.

Q. ARE YOU THE SAME W. KEITH MILNER WHO FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED TODAY?

A. I will provide rebuttal to the testimony of Mr. John M. Hamman and Mr.

Robert V. Falcone, both of AT&T Communications of the South Central States, Inc. ("AT&T"); Mr. Russell Land and Ms. Lisa Dickinson, both of NEXTLINK Tennessee, L.L.C. ("NEXTLINK"); Mr. Ronald Martinez of MCI Telecommunications Corporation and MCI metro Access Transmission Services Inc. ("MCI"); Ms. Julia Strow of Intermedia Communications Inc. ("Intermedia"); Ms. Melissa L. Closz of Sprint Communications Company L.P. ("Sprint") and Mr. James. C. Falvey of American Communications Services, Inc. ("ACSI").

Detailed testimony has been filed by these witnesses generally opposing the views of BellSouth and urging this Authority to reject BellSouth's efforts to enter the long distance market in Tennessee. Although these witnesses have cited a number of different reasons to support their views, I will address their complaints and put them in what I believe to be their proper context. These complaints generally fall into two categories: (1) complaints about certain problems which I believe rightly should be regarded as "start-up" problems which have long since been resolved and (2) allegations that BellSouth is not providing a given unbundled network element, resold service or form of interconnection.

To put the first category of complaint into perspective, the intervenors have focused on a limited number of problems encountered as they and BellSouth began the highly complex tasks of service resale, network element unbundling and network interconnection. While I

certainly do not minimize any effects on a customer's service caused by these problems, I will note that the intervenors have not discussed the thousands of resold lines, services and unbundled elements BellSouth has provided without incident. For example, while this Authority may hear during these proceedings of a handful of cases where customer service was affected, it likely will not hear from the intervenors of the 20,792 access lines being resold in Tennessee and the 354,603 access lines being resold across BellSouth's nine state region as of April 1, 1998. The intervenors likely also will not mention the nearly 979,000 features being resold or the tens of thousands of interconnection trunks in service. Indeed, the intervenors ignore the overwhelming preponderance of successes that have been experienced. My personal experience in the planning and operation of telecommunications networks leads me to believe that the processes used have been and will continue to be refined and improved over time. However, as long as people are involved, errors will occur from time to time, particularly given the technical complexity of the local network.

Second, while some intervenors are in fact not making use of some of the unbundled network elements, services for resale and forms of interconnection which BellSouth makes available, that is their choice. In my direct testimony in this proceeding, I presented numerous counts of these items that have been provided in Tennessee and in BellSouth's region. I am unaware of any challenge as to the accuracy of those counts. BellSouth's providing the resold service or unbundled

network element in any of the states in its region demonstrates that these items are functionally available in Tennessee. This is because BellSouth uses the same processes in Tennessee as in the other states in BellSouth's nine-state region to respond to requests from Competing Local Exchange Companies (CLECs) for resold services, unbundled network elements, and network interconnection. BellSouth stands ready to provide all of the items required by the FCC's 14 point checklist and as this Authority ordered in arbitration. If a given unbundled network element or resold service has not been ordered by any CLEC in Tennessee, it is not because BellSouth is not capable of providing it; rather, it is because no CLEC has to date ordered it.

Rebuttal to the direct testimony of Mr. John M. Hamman (AT&T)

Q ON PAGE 8 OF HIS TESTIMONY, MR. HAMMAN STATES "BELLSOUTH'S CURRENT INTERNAL IMPLEMENTATION METHODS AND PRECEDES REFLECT OPERATION ARRANGEMENTS RELATED TO THE PROVISIONING OF BELLSOUTH SERVICES UNDER TARIFFS, CONTRACTS AND AGREEMENTS ESTABLISHED PRIOR TO THE ACT. ALTHOUGH THEY MAY BE SUFFICIENT TO PROVIDE BELLSOUTH SERVICES AND MEET THE DEMANDS OF THE PRE-ACT ENVIRONMENT, THEY ARE NOT DIRECTLY TRANSFERABLE TO THE NONDISCRIMINATORY ACTIONS BELLSOUTH MUST UNDERTAKE TO OPEN THE LOCAL EXCHANGE MARKET." IS HE CORRECT?

A. No. BellSouth has for many years provided a wide variety of goods and services to other telecommunications service providers, including AT&T, in providing service to their end user customers. These include, for example, trunks circuits used to link networks together, access to signaling and call-related databases, directory assistance and operator services, reservations of NXX codes, to name just a few. BellSouth's procedures to provision and maintain these items for CLECs is identical to those BellSouth has used to provision and maintain those same items for other kinds of telecommunications service providers. Where the process is identical and provides the same results, BellSouth uses those methods. While I agree with Mr. Hamman that some new methods and procedures were required (e.g., providing certain unbundled network elements such as unbundled loops which had no "pre-Act" equivalent), I disagree that every single method and procedure that BellSouth uses in fulfilling CLECs' requests should have been developed "from scratch". Apart from being unnecessary, replacing those methods and procedures that were already providing good results, would have delayed BellSouth's ability to serve CLECs' requests. So, if BellSouth had followed Mr. Hamman's advice, the result would surely be less local competition in Tennessee rather than more.

Q. WHEN WILL THE WORK ASSOCIATED WITH IMPROVING AND UPDATING METHODS AND PROCEDURES BE FINISHED?

A. Never. BellSouth is committed to continual improvement of its work practices, and has committed huge financial resources to this ongoing work. New procedures are identified, tested and "rolled out" into day-to-day use only later to be replaced by even better procedures. I believe AT&T and other CLECs would expect no less of BellSouth. So, instead of waiting, as Mr. Hamman suggests, for some day that will never come (that is, the day when the perfect, final set of methods and procedures are available), BellSouth is fully committed to working with CLECs to make the operational procedures used the best they can be. However, the quantities of unbundled network elements and resold services which BellSouth has provided to CLECs in Tennessee and across BellSouth's nine-state region bear witness to the adequacy of BellSouth's current methods and procedures to date.

Q. ON PAGE 9 OF HIS TESTIMONY, MR. HAMMAN STATES "BELLSOUTH AND THE CLECs NEED SUFFICIENT TIME TO WORK OUT TRANSITIONAL ISSUES AND ENSURE THAT THE UNBUNDLING OF NETWORK ELEMENTS HAS TAKEN PLACE." IS HE CORRECT?

A. No. Mr. Hamman argues for more time to study and reflect rather than to act while other CLECs are using their time to win customers and provide services. While Mr. Hamman states his belief that transitional issues cannot be resolved "overnight", I doubt seriously that Mr.

Hamman believes the time period from the signing of the Telecommunications Act of 1996 to be roughly equivalent to "overnight". BellSouth has worked diligently to put processes in place by which those CLECs that want to compete effectively against BellSouth can do so. Accordingly, the transition period Mr. Hamman believes to be necessary is already behind us.

Q. MR. HAMMAN COMPLAINS ON PAGE 11 OF HIS TESTIMONY THAT THE INFORMATION IN THE BINDERS OF INFORMATION THAT BELLSOUTH PROVIDED IN THIS PROCEEDING CONTAIN METHODS AND PROCEDURES THAT PRE-DATE THE TELECOMMUNICATIONS ACT OF 1996 ("THE ACT") AND ALSO CONTAIN DUPLICATIONS OF SOME MATERIAL IN THE BINDERS. IS HE CORRECT?

A. Yes. As I explained earlier, where methods and procedures had already been developed and were sufficient to meet the needs of telecommunications service providers, they continue to be used today. To Mr. Hamman's second point, while it is true that certain information is duplicated in more than one of the binders, this was done, not to mislead or confuse the reader, but rather to have all relevant information on a given topic (a given service available for resale, for example) conveniently in one binder rather than requiring the reader to cross-reference information in any number of other binders. Here again, however, Mr. Hamman does not address the effectiveness of

any method or procedure in the set of binders.

Q. ON PAGE 11 OF MR. HAMMAN'S DIRECT TESTIMONY, HE DISCUSSES AND CRITICIZES THE END-TO-END TEST RESULTS INCLUDED IN THE VOLUMES OF INFORMATION BELLSOUTH FILED IN THIS PROCEEDING IN SUPPORT OF ITS REVISED STATEMENT OF GENERALLY AVAILABLE TERMS (SGAT). WHAT IS END-TO-END TESTING?

A. End-to-end testing is internal testing conducted by BellSouth to confirm that once a CLEC orders a given resold service or unbundled network element, BellSouth can provision, maintain and render a bill to the CLEC for that service or element. Orders are simulated and entered into the systems and the progress of the order is monitored to ensure that all required activities are successfully completed.

Q. MR. HAMMAN SUGGESTS THAT PARTICIPATION BY THIRD PARTIES OR CLECs DURING END-TO-END TESTING IS REQUIRED TO CONFIRM THE END-TO-END TEST RESULTS. IS HE CORRECT?

A. No. End-to-end testing requires a high degree of technical knowledge of BellSouth's provisioning, maintenance, and billing processes and systems in order to construct a meaningful test. Mr. Hamman does not suggest who might have the requisite technical knowledge outside of

BellSouth. More to the point however, the best use of end-to-end testing is to confirm the ability of BellSouth's systems and processes to provision, maintain and render bills before any requests have been made for the resold service or unbundled network element. Obviously, one test of the sufficiency of systems and processes is BellSouth's ability to put into service resold services and unbundled network elements in the "real world". BellSouth has satisfied this test for the vast majority of resold services and unbundled network elements, which is evident from the "live activity" reflecting actual counts of units in service. The second test of the sufficiency of BellSouth's systems and process is to conduct the end-to-end testing. While BellSouth and AT&T have conducted joint testing on a limited basis, it is absurd to think that AT&T has the resources to or the interest in jointly testing every BellSouth system or process or that BellSouth's entry into long distance should be delayed until AT&T does so.

Q. ON PAGE 12 OF MR. HAMMAN'S DIRECT TESTIMONY HE ASSERTS THAT THE LIVE ACTIVITY SUMMARIES INCLUDED IN BELLSOUTH'S VOLUMES "DOES NOT INDICATE THAT THE ELEMENTS BEING DEPLOYED ACTUALLY ARE BEING USED BY CLECs". PLEASE COMMENT.

A. BellSouth is not required by the Act to ensure that the elements that CLECs purchase from BellSouth are actually used by the CLECs. BellSouth's obligation is simply to make them available. Mr. Hamman's

complaint is analogous to saying that an automobile dealer does not sell automobiles unless it can confirm that the automobiles are actually being driven by the buyer.

Q. ON PAGE 14 OF HIS TESTIMONY, MR. HAMMAN CRITICIZES THE USE OF THE TERM "FUNCTIONALLY AVAILABLE". PLEASE COMMENT.

A. I use the term to mean that BellSouth can appropriately respond to CLEC requests for network interconnection, unbundled network elements, or services for resale in the provisioning, maintenance and rendering of bills for those items. I also mean by that term that BellSouth has met its requirements to provide such items on rates, terms and conditions that are just, reasonable, and nondiscriminatory as required by Section 271 of the Act. While I cannot know what words or phrases Mr. Hamman would prefer to the term "functionally available", I stand by my use of that phrase to mean that BellSouth has satisfied the requirements of the Act as contemplated in the "14-point checklist".

Q. ON PAGE 16 OF HIS TESTIMONY, MR. HAMMAN CLAIMS THAT BELLSOUTH HAS PROVIDED NO EVIDENCE THAT IT HAS PROVIDED INTERCONNECTION (CHECKLIST ITEM 1) THAT IS EQUAL IN QUALITY TO THAT WHICH BELLSOUTH PROVIDES TO ITSELF. IS HE CORRECT?

A. No. First of all, BellSouth does not interconnect its own network to itself. Rather, BellSouth interconnects its network with the networks of other telecommunications service providers. As of April 1, 1998, BellSouth has provided 7,880 interconnection trunks between BellSouth's network and the networks of CLECs in Tennessee and a total of 56,646 interconnection trunks to CLECs in BellSouth's nine-state region as of that same date. How Mr. Hamman can claim that BellSouth has provided no evidence to show this interconnection is incomprehensible. Here again, Mr. Hamman in no way questions or disagrees with the quantity of interconnection trunks BellSouth has put in place. Instead, he discusses the need for some vague, undefined "evidence" he believes this Authority should consider. I believe this Authority already has ample proof of BellSouth's having met the requirements of Item 1 of the checklist.

Q. BEGINNING ON PAGE 18 OF HIS TESTIMONY, MR. HAMMAN EXPRESSES HIS BELIEF THAT BELLSOUTH HAS NOT MET ITS REQUIREMENTS TO PROVIDE ACCESS TO UNBUNDLED NETWORK ELEMENTS (CHECKLIST ITEM 2). HE STATES "NONDISCRIMINATORY ACCESS MEANS AT A MINIMUM, THAT THE TERMS AND CONDITIONS ARE OFFERED EQUALLY TO ALL REQUESTING CARRIERS AND, WHERE APPLICABLE, THEY MUST BE EQUAL TO THE TERMS AND CONDITIONS UNDER WHICH BELLSOUTH PROVISIONS THE ELEMENTS TO ITSELF." DOES

BELLSOUTH PROVISION UNBUNDLED NETWORK ELEMENTS TO ITSELF?

A. No. While Mr. Hamman challenges whether BellSouth has met its requirement of providing unbundled network elements, I believe Mr. Hamman's thinly disguised issue here is AT&T's ability to purchase combinations of network elements from BellSouth. BellSouth's witness Varner discusses the issue of recombination of network elements and BellSouth's witness Stacy discusses performance measurements related to BellSouth's providing unbundled network elements. I note here again, however, that Mr. Hamman does not refute the quantities of unbundled network elements BellSouth has provided to CLECs in Tennessee and across BellSouth's nine-state region.

Q. ON PAGE 28 OF HIS DIRECT TESTIMONY, MR. HAMMAN DISCUSSES THE TOPIC OF ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY (CHECKLIST ITEM 3) AND STATES "AT&T AND BELLSOUTH HAVE AGREED TO AN IMPLEMENTATION GUIDE REGARDING THE PROCESS BY WHICH AT&T CAN REQUEST ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY. UNTIL THESE METHODS AND PROCEDURES HAVE BEEN TESTED AND IMPLEMENTED, BELLSOUTH CANNOT DEMONSTRATE COMPLIANCE WITH THIS CHECKLIST ITEM." PLEASE RESPOND.

A. First of all, Mr. Hamman correctly notes that methods and procedures are in place for access to BellSouth's poles, ducts, conduits and rights-of-way. At present, 22 CLECs have executed license agreements with BellSouth, thereby allowing them to attach their facilities to BellSouth's poles and place their facilities in BellSouth's ducts and conduit. Furthermore, BellSouth has been providing cable television companies and power companies with access to poles, ducts, conduits and rights-of-way for many years. Thus, access to poles, ducts, conduits, and rights-of-way is functionally available from BellSouth.

Q. BEGINNING ON PAGE 28 OF HIS DIRECT TESTIMONY, MR. HAMMAN DISCUSSES THE TOPIC OF UNBUNDLED LOOPS AND CONCLUDES BELLSOUTH IS NOT ABLE AT THIS TIME TO FULLY IMPLEMENT THE UNBUNDLING OF LOOPS. IS HE CORRECT?

A. No. Mr. Hamman simply ignores the 14,657 unbundled loops that BellSouth has provided to CLECs as of April 1, 1998. Most of these (9,346 loops or 64%) have been provided to CLECs right here in Tennessee. This, I believe, evidences that BellSouth has a workable process for providing unbundled loops to those CLECs requesting them.

Q. ON PAGE 30 OF HIS TESTIMONY MR. HAMMAN DISCUSSES THE TOPIC OF COORDINATING PROVISION OF UNBUNDLED LOOPS WITH THE PROVISION OF INTERIM NUMBER PORTABILITY AND

CONCLUDES "UNLESS THESE TASKS ARE PERFORMED AT APPROXIMATELY THE SAME TIME, THE CUSTOMER MAY HAVE DIAL TONE BUT MAY NOT HAVE FULL SERVICE SUCH AS THE ABILITY TO RECEIVE INCOMING CALLS. DOES BELLSOUTH MEET MR. HAMMAN'S REQUIREMENT THAT THESE TASKS BE "PERFORMED AT APPROXIMATELY THE SAME TIME"?

A. Yes. BellSouth recently conducted a study in South Florida of its coordination of loop "cutovers" with interim number portability using Remote Call Forwarding. While I will discuss the topic of number portability in greater detail later in my testimony I will point out here that BellSouth's study shows conclusively that the two tasks are well coordinated. In that study, BellSouth was completing the first step (that is, the removal of the loop from the BellSouth switch and reconnecting it to the CLEC's switch, in an average of 6.1 minutes. This step must be completed prior to implementing remote call forwarding, otherwise calls are ported to the CLEC's switch before the customer's loop is attached to that switch. BellSouth's study showed that BellSouth completed the second step (that is, completing the switch translations update process for remote call forwarding purposes) in an average of 42 seconds. Exhibit WKM-1 to my testimony shows the details of BellSouth's study.

Q. ON PAGES 32 AND 33 OF HIS TESTIMONY, MR. HAMMAN DISCUSSES PROBLEMS HE ALLEGES WERE ENCOUNTERED BY

NEXTLINK AND ACSI IN BELLSOUTH'S PROVIDING UNBUNDLED LOOPS. ARE NOT BOTH NEXTLINK AND ACSI PARTIES TO THIS PROCEEDING?

A. Yes. Although I will address the issues raised by NEXTLINK's and ACSI's witnesses later in my testimony, it is curious that AT&T would feel compelled to rely upon the experiences of other CLECs. This may be because AT&T has no experience with unbundled loops, since it has never ordered any from BellSouth.

Q. MR. HAMMAN ALSO MAKES THE STATEMENT ON PAGE 35 OF HIS TESTIMONY THAT "BELLSOUTH HAS BEEN PROVIDING TRANSPORT FOR INTERLATA AND TOLL CALLS ONLY AND NOT FOR LOCAL CALLS." IS HE CORRECT?

A. No. While Mr. Hamman may be confused about what facilities are in place for access versus local interconnection, BellSouth is certainly not. All of the information in BellSouth's volumes referring to live activity refers solely to arrangements, unbundled network elements or resold services provided to CLECs.

Q. ON PAGE 37 OF HIS DIRECT TESTIMONY, MR. HAMMAN DISCUSSES THE TOPIC OF CUSTOMIZED ROUTING WHICH HAS ALSO BEEN REFERRED TO AS SELECTIVE ROUTING. IS THIS THE SAME TOPIC AS WAS DISCUSSED EXTENSIVELY DURING

ARBITRATION PROCEEDINGS BEFORE THIS AUTHORITY?

A. Yes. This Authority determined that selective routing using the Line Class Code method that Mr. Hamman describes is technically feasible. The second method Mr. Hamman discusses is through the use of Advanced Intelligent Network (AIN) capabilities. Although BellSouth is working diligently towards an AIN solution for selective routing, that work is not yet complete. However, selective routing is available to CLECs in Tennessee and BellSouth stands ready to provide it. BellSouth has provided selective routing to AT&T in Georgia. On page 37 of his testimony, Mr. Hamman discusses the conversion of 411 calls made by AT&T's customers to "900" numbers and complains that "BellSouth has failed to complete agreement with AT&T as to the means of implementing this feature for existing AT&T customers." Mr. Hamman fails to note, however, that this conversion of 411 calls to "900" numbers was not the subject of arbitration. BellSouth has completed all required work such that AT&T may use its selective routing capabilities. Now AT&T throws up new objections to using the capability that AT&T requested and that BellSouth provided.

Q. ON PAGE 40 OF HIS TESTIMONY, MR. HAMMAN COMPLAINS THAT "WHEN CUSTOMERS DIAL 411 TODAY IN TENNESSEE, BOTH THE BELLSOUTH CUSTOMER AND THE CLEC CUSTOMER WILL HEAR THE BELLSOUTH BRAND." HOW MIGHT A CLEC HAVE 411 CALLS FROM ITS CUSTOMERS BRANDED?

A. One way is through the use of selective routing as I discussed earlier. This capability is available to all CLECs. If a CLEC wants its calls branded, it can make such a request to BellSouth, and BellSouth stands ready to provide that capability. The simple fact is that, to date, AT&T has not requested selective routing in Tennessee.

Q. ON PAGE 40 OF HIS TESTIMONY, MR. HAMMAN STATES "AT&T MUST SUPPLY FOR EACH LOCAL SERVICE REQUEST THE BELLSOUTH-DEVELOPED SELECTIVE ROUTING CODS IN ORDER FOR BELLSOUTH TO PROVIDE SELECTIVE ROUTING FOR AT&T CUSTOMERS. SUCH A REQUIREMENT IS UNREASONABLE AND IMPRACTICAL." IS HE CORRECT?

A. No. Only AT&T can know which of its customers AT&T wishes to have the selective routing capability. BellSouth simply asks that AT&T include on its Local Service Request how AT&T wants selective routing handled for its customers. Although Mr. Hamman claims "This requirement also violates the standards established by the national Ordering and Billing Forum", he offers no support for this claim; he does not point out what parts of the standards he alleges have been violated and explain how these standards have been violated.

Q. ON PAGE 41 OF HIS DIRECT TESTIMONY, MR. HAMMAN DISCUSSES THE TOPIC OF ASSIGNMENT OF TELEPHONE

NUMBERS AND COMPLAINS THAT GUIDELINES MUST BE ESTABLISHED FOR THE ASSIGNMENT OF TELEPHONE NUMBERS BEFORE THIS AUTHORITY CAN MAKE A FINDING THAT BELLSOUTH HAS MET THE REQUIREMENTS OF THIS CHECKLIST ITEM. HAS BELLSOUTH ESTABLISHED ADEQUATE METHODS AND PROCEDURES FOR CLECs TO OBTAIN TELEPHONE NUMBERS?

A. Yes. Should Mr. Hamman desire a copy of those guidelines, they are available via the Internet or from BellSouth upon request. More importantly, however, as of March 24, 1998, BellSouth has assigned 124 NXX codes to CLECs in Tennessee and a total of 1,245 NXX codes to CLECs in BellSouth's nine-state region. Thus, there is simply no merit to Mr. Hamman's suggestion that CLECs are not able to obtain telephone numbers for their customers.

Q. ON PAGE 42 OF HIS TESTIMONY, MR. HAMMAN DISCUSSES THE TOPIC OF ACCESS TO DATABASES AND SIGNALING AND ONCE AGAIN CONCLUDES THAT BELLSOUTH HAS NOT PROVIDED THE METHODS AND PROCEDURES NECESSARY. IS HE CORRECT?

A. No. Here again, this topic was extensively discussed earlier in my direct testimony. I will repeat here only that while no CLEC has requested direct access to BellSouth's signaling network and call related databases, 17 other CLECs have access through third party

"hub providers" or through an Interexchange Carrier connected to BellSouth.

Q. ON PAGE 45 OF HIS DIRECT TESTIMONY, MR. HAMMAN DISCUSSES THE TOPIC OF ROUTE INDEXING-PORTABILITY HUB (RI-PH) IN THE CONTEXT OF PROVIDING INTERIM NUMBER PORTABILITY ("INP"). HE STATES. . . "BELLSOUTH HAS AGREED TO PROVIDE RI-PH TO AT&T. HOWEVER CLECs ORDERING FROM THE STATEMENT ARE LIMITED TO RCF [REMOTE CALL FORWARDING] AND DID [DIRECT INWARD DIALING], UNLESS THEY MAKE A REQUEST THROUGH THE BFR [BONA FIDE REQUEST] PROCESS." PLEASE RESPOND.

A. RI-PH is an extrapolation of the direct inward dialing ("DID") method of service provider number portability (SPNP), where the intercompany traffic is delivered from a "hub" location, typically the access tandem, rather than delivered from each local switching office. As with the DID method, when a telephone call is placed to a "ported" number, the receiving local switching office analyzes all seven digits of the dialed number and determines that the call should be transferred to another local service provider's switch. With RI-PH, the switching office prefixes a three-digit code that identifies the CLEC onto the dialed number. The call is then transmitted to the access tandem via a common facility or trunk group. The access tandem analyzes the carrier code, determines the appropriate CLEC to which the call must

be directed, and transmits the call to that CLEC.

The technical feasibility of RI-PH was confirmed in the BellSouth lab environment during November 1996, and was agreed to in the interconnection agreement between BellSouth and AT&T. RI-PH is technically feasible and can be implemented as requested by the CLEC. BellSouth simply believes that CLECs who elect to use the SGAT rather than negotiating individual interconnection agreements will not normally have a desire for RI-PH. However, if a CLEC requests RI-PH, BellSouth will provide it. Thus, I do not fully understand why Mr. Hamman raises RI-PH as an issue here. BellSouth has already indicated its willingness and its capability to provide interim number portability using RI-PH upon request of AT&T or another CLEC.

Rebuttal to the direct testimony of Mr. Robert V. Falcone

Q. ON PAGE 3 OF MR. FALCONE'S TESTIMONY, HE SUMMARIZES THE ORGANIZATION OF HIS TESTIMONY AS ADDRESSING FIVE TOPICS. WHICH OF THESE FIVE TOPICS DO YOU ADDRESS?

A. I address only the fourth topic which deals with AT&T's proposals regarding alternatives to the use of collocation arrangements for the purpose of combining unbundled network elements by CLECs. I will discuss only the technical aspects of AT&T's proposals and demonstrate why they are objectionable. BellSouth's witness Varner

will address other topics raised by Mr. Falcone.

Q. WHAT ARE THE THREE METHODS PROPOSED BY AT&T FOR THE COMBINATION OF UNEs?

A. The three methods are: (1) logical or electronic combination of elements using features that currently exist in unbundled local switching; (2) direct access to the central office by a third party vendor to separate and recombine UNEs; and (3) logical combinations using an electronic cross-connection frame.

Q. PLEASE DISCUSS THE FIRST METHOD THAT USES FEATURES OF THE LOCAL SWITCH

A. Beginning on page 27 of his testimony, Mr. Falcone describes the first of AT&T's proposals regarding the use of a functionality referred to as the "recent change" process. The recent change process is used for managing the switch translations and certain other switch maintenance functions. Under AT&T's proposal, AT&T and other CLECs would be given full access to the recent change capabilities such that the CLEC could effect translations changes.

Q. WHAT IS WRONG WITH AT&T'S PROPOSAL REGARDING A CLEC'S USE OF RECENT CHANGE CAPABILITIES?

A. In order for CLECs to utilize the recent change process they would have to have direct access to BellSouth's switch translations. Switch translations govern all call processing functions. Errors in switch translations, such as might be introduced by this method, could cause significant, wide-spread service disruption. Such access would lead to an unacceptable risk of service disruption and would impact the quality and reliability of service being provided to all end user customers (both AT&T's, BellSouth's and any other CLEC using unbundled local switching). In addition, it is important to understand that this AT&T proposal does not result in the provision of UNEs individually, but rather, with this method, BellSouth would actually be providing a combination of two unbundled network elements.

Q. ON PAGE 28 OF HIS TESTIMONY, MR. FALCONE ATTEMPTS TO EQUATE "PIC" CHANGES WITH COMBINATION OF UNEs. IS HE CORRECT?

A. No. A PIC change merely involves changing a routing translation for a single end user customer. For example, the routing instruction change means simply that a given end user customer's long distance calls would be directed to the trunk group for Provider "B" instead of the trunk group to Provider "A".

Q. IF A PIC CHANGE IS NOT PERFORMED PROPERLY (DUE TO A HUMAN ERROR, FOR EXAMPLE), HOW MANY END USER

CUSTOMERS ARE AFFECTED?

A. Only the one customer for whom the PIC change was being made. This stands in stark comparison to other translations changes possible through the recent change process that could affect or disrupt call processing for all customers of a given switch.

Q. BEGINNING ON PAGE 29 OF HIS TESTIMONY, MR. FALCONE DISCUSSES THE USE OF OSS CAPABILITIES BELLSOUTH PROVIDES TO ITS CENTREX CUSTOMERS AND SUGGESTS THAT THESE CAPABILITIES COULD SAFELY PREVENT THE SERVICE DISRUPTION POSSIBLE FROM CLEC ACCESS TO THE RECENT CHANGE PROCESS. IS HE CORRECT?

A. No. First, AT&T seeks to control BellSouth's switches in a far more profound manner than is allowed by certain change capabilities now offered to certain of BellSouth's customers with Centrex-like services. Second, while I was not a party to the discussions between AT&T and CommTech, AT&T has offered nothing other than Mr. Falcone's vague assurances that CommTech could design an effective "firewall" that could mitigate any adverse consequences of such a manipulation of switch translations. By Mr. Falcone's own admission on page 32 of his testimony, he states "These systems are not yet available to perform as described."

Q. WHAT IS AT&T'S SECOND PROPOSAL?

A. As Mr. Falcone describes it on page 32 of his testimony, the only difference from the first proposal is that a third party would access and manipulate switch translations. AT&T offers to let other CLECs and BellSouth share in the cost of this proposal. However, this proposal raises the same network integrity and service reliability concerns associated with Mr. Falcone's first proposal.

Q. ON PAGE 34 OF HIS TESTIMONY, MR. FALCONE MAKES THE CLAIM THAT THIS SECOND PROPOSAL OVERCOMES THE PROBLEMS OF PROVIDING UNBUNDLED LOOPS WHEN THOSE LOOPS ARE SERVED BY EQUIPMENT REFERRED TO AS INTEGRATED DIGITAL LOOP CARRIER (IDLC). IS HE CORRECT?

A. No. BellSouth has offered various methods by which all of its loops may be made available on an unbundled basis to CLECs upon request. Thus, this proposal has no bearing on BellSouth's ability to provide unbundled loops. BellSouth can and will make all of its loops available to CLECs on an unbundled basis, including those loops served by IDLC.

Q. WHAT IS AT&T's THIRD PROPOSAL?

A. In his Exhibit RVF-6, Mr. Falcone describes a method by which a third

party vendor would make cross connections on BellSouth's Main Distribution Frame (MDF) in order to combine UNEs.

Q. WHAT IS WRONG WITH THIS PROPOSAL?

A. BellSouth objects to CLECs having direct access to the BellSouth MDF. The MDF was not designed for multiple users and such access would lead to an unacceptable risk of disruption of service to a larger population of telecommunications users when the technicians from a number of different telecommunications companies have access to the network and facilities of all telecommunications companies providing service to end user customers from that location. Further, BellSouth's inventory systems are not equipped to handle access to the MDF. The inventory systems are not equipped to track circuit paths through the central offices and thus, would not be able to provide accurate and timely information for provisioning, maintenance and repair activities.

Rebuttal to the direct testimony of Ronald Martinez

Q. BEGINNING ON PAGE 4 OF HIS TESTIMONY, MR. MARTINEZ DISCUSSES THE COORDINATION OF UNBUNDLED LOOP CUTOVERS WITH THE PROVISION OF INTERIM NUMBER PORTABILITY. IS THIS NOT THE SAME ISSUE AS WAS DISCUSSED BY AT&T'S WITNESS HAMMAN?

A. Yes, and my earlier comments are equally applicable here. As I pointed out earlier in my testimony, BellSouth's study in South Florida earlier in 1998 shows a very high level of coordination between these two activities. Rather than focusing on one isolated incident as Mr. Martinez does, BellSouth believes the data included with my testimony provides more meaningful insight into BellSouth's coordination of unbundled loop cutovers with the provision of interim number portability.

Q. ON PAGE 6 OF HIS TESTIMONY, MR. MARTINEZ DISCUSSES THE TOPIC OF WHITE PAGES LISTINGS AND STATES "BELLSOUTH HAS REFUSED TO PROVIDE, DESPITE REPEATED REQUESTS FROM MCI, DIRECTORY LISTINGS FOR INDEPENDENT COMPANIES AND OTHER NEW ENTRANTS." IS HE CORRECT?

A. No. Although Mr. Martinez makes a strained, unsuccessful attempt to intertwine the issues of white pages listings and dialing parity, the truth is simply this: If an MCI end user customer dials 411 and reaches a BellSouth directory assistance operator, that operator will give the MCI customer any directory listing in the database including the listings of independent telephone companies and other CLECs (of course, except for non-listed numbers and such). The issue Mr. Martinez is really raising, although one would be hard pressed to understand this from his testimony, relates to two services offered by BellSouth makes for access to the BellSouth directory assistance database.

Q. WHAT ARE THOSE TWO SERVICES?

A. BellSouth offers two forms of access to its databases that include directory assistance listings. The first is called Directory Assistance Database Service (DADS), which can be thought of as a periodic "snapshot" of the database at a given point in time that can be provided in a variety of media forms including magnetic tape. In this sense, the information accessed via DADS is accurate at the time it is provided but becomes outdated over time as BellSouth updates the database in response to new or changed customer directory assistance listings. DADS is available as frequently as on a daily update basis.

The second service is called Direct Access to Directory Assistance Services (DADAS), which is most easily envisioned as a data link to BellSouth's on-line directory assistance database containing customer directory assistance listings. This form of access gives continual access to the database including the periodic updates which BellSouth makes in response to new or changed directory assistance information.

Q. DOES BELLSOUTH PROVIDE ALL OF THE LISTINGS WITHIN ITS DIRECTORY ASSISTANCE DATABASE VIA DADS OR DADAS INCLUDING THE LISTINGS OF CUSTOMERS OF CLECs?

A. No. BellSouth has contracts with some local service providers which

preclude BellSouth from making that provider's listings available through DADS and DADAS. BellSouth believes it would be most appropriate to make all of the listings (both BellSouth's listings and CLECs' listings) available in both the DADS and DADAS product offerings. However, BellSouth cannot require CLECs to allow BellSouth to include their customers' directory listing information in DADS or DADAS, and BellSouth must honor its contractual commitments that preclude it from doing so.

Q. ON PAGE 7 AND AGAIN ON PAGE 22 OF HIS TESTIMONY, MR. MARTINEZ CLAIMS THAT BELLSOUTH REFUSES TO ALLOW CLECs TO INTERCONNECT WITH BELLSOUTH'S LOCAL TANDEMS. IS HE CORRECT?

A. Absolutely not. Here again, Mr. Martinez selectively chooses his facts to build a baseless argument that BellSouth will not allow local tandem interconnection. His own testimony reveals the truth when (on page 8 of his testimony) he states ". . .it is important to understand that MCI, while informed by BellSouth that their policy restricting CLECs from the BellSouth local tandem has been lifted, has held to the belief that this was not the case." Let me cut through Mr. Martinez' double-speak on page 8. While recognizing that BellSouth has informed MCI that it may interconnect at BellSouth's local tandems, MCI has "held the belief" that BellSouth has not offered local tandem interconnection. Obviously, MCI believes only what it wants to believe, regardless of the

truth.

Q. WHAT IS LOCAL TANDEM INTERCONNECTION?

A. Interconnection with a local tandem allows a CLEC to terminate local traffic to end offices within a local calling area as defined by BellSouth, rather than the CLEC interconnecting its switch(es) directly with each end office within that local calling area.

Q. MAY A GIVEN LOCAL CALLING AREA BE SERVED BY MORE THAN ONE LOCAL TANDEM?

A. Yes. For reasons of total traffic load offered or tandem switch capacity, there is sometimes a requirement for more than one local tandem serving a given local calling area. The multiple local tandems are sometimes referred to as "sector tandems" in that each generally covers a geographic part ("sector") of the local calling area. For example, one local tandem might serve the subtending end offices in the northern half of the local calling area while a second local tandem serves the subtending end offices in the southern half of the local calling area.

Q. WHAT ARE A CLEC's OPTIONS WHERE THERE IS MORE THAN ONE LOCAL TANDEM SERVING A GIVEN LOCAL CALLING AREA?

A. When a local calling area is served by more than one local tandem, the CLEC may choose to connect to one or to all of BellSouth's local tandems serving that local calling area. If the CLEC chooses to connect to only one of the local tandems serving a given local calling area, BellSouth will switch local traffic to all the end offices within the same local calling area. BellSouth will not accept traffic for end offices that are not within the local calling area. Also, BellSouth will not handle traffic from a CLEC that is routed to a BellSouth local tandem in error. For example, interLATA traffic sent to the local tandem in error will not be "back-hauled" to the access tandem for delivery to the interexchange carrier.

If the CLEC chooses to connect its switches to each of local tandem switches within the same local calling area, the CLEC must designate a "home" local tandem for the CLEC's assigned NPA-NXX(s). This is so that all telecommunications carriers (including BellSouth and other CLECs) may know to which BellSouth tandem the CLEC's traffic should be routed and delivered. Here again, BellSouth will not handle traffic from a CLEC that is routed to a BellSouth local tandem in error.

Q. MAY BOTH ONE-WAY AND TWO-WAY INTERCONNECTION TRUNK GROUPS BE ESTABLISHED BETWEEN THE CLEC'S SWITCH AND BELLSOUTH'S LOCAL TANDEM?

A. Yes. Interconnection to the local tandem can be provisioned as one one-way trunk group for traffic to BellSouth's end office switches and one two-way trunk group for local intermediary traffic or, at the CLEC's option, a single two-way trunk group may be established. BellSouth will place its local traffic on a one-way trunk group to the CLEC from an end office, local tandem or access tandem switch location.

Q. WHAT FORMS OF ACCESS TO ITS LOCAL TANDEMS DOES BELLSOUTH OFFER TO CLECs?

A. BellSouth has committed to offering two forms of interconnection to its local tandems. The two forms of interconnection are referred to as "Basic" and "Enhanced". The Basic Local Tandem Interconnection arrangement has been available since June 30, 1997, in all BellSouth local tandem switching offices. The Basic offering is for CLEC terminating traffic to BellSouth and Wireless Service Providers (WSP) end office switches within a local calling area served by a local tandem. BellSouth defines the local calling area served by each of its tandem switches. BellSouth is in the process of expanding the offering to an enhanced service offering. The Enhanced Local Tandem Interconnection arrangement will be available where technically feasible. In this regard, technical feasibility is evidenced by BellSouth's ability to both switch the call and to record sufficient data for billing of

interconnection charges. Enhanced Local Tandem Interconnection allows a CLEC to terminate traffic to and receive traffic from all network service provider end office switches within a local calling area served by a single BellSouth local tandem. While the Enhanced Local Tandem Interconnection arrangement is not yet available in all local tandem switches, BellSouth is prepared to discuss availability with a CLEC and develop an implementation plan upon request.

Q. IN WHICH OF BELLSOUTH'S LOCAL TANDEMS IN TENNESSEE IS ENHANCED LOCAL TANDEM INTERCONNECTION NOT CURRENTLY AVAILABLE?

A. BellSouth currently has three tandem switches in Tennessee that do not have the required measurement capability. They are:

- Chattanooga (CHTGTNNS90T), a Lucent Technologies 5ESS
- Winchester (WNCHTNMA90T), a Lucent Technologies 5ESS
- Memphis (MMPHTNMT73T), a Lucent Technologies 1AESS

Q. HOW DOES A CLEC REQUEST EITHER BASIC LOCAL TANDEM INTERCONNECTION OR ENHANCED LOCAL TANDEM INTERCONNECTION?

A. BellSouth offers the Basic Local Tandem Interconnection arrangement via the Access Service Request (ASR) ordering process. This is the same ordering process utilized for ordering all Local Interconnection

trunking arrangements used by all facility-based CLECs.

Q. ON PAGE 8 OF HIS DIRECT TESTIMONY, MR. MARTINEZ DISCUSSES A FUNCTIONALITY HE REFERS TO AS "64 CCC". WHAT IS 64 CCC?

A. The term 64 CCC stands for the capability "64 kilobit Per second Clear Channel Capability". This relatively new technology allows the use of the full 64 kilobit stream to be used for handling customer traffic. Without 64 CCC, about 8 kilobits per second are used for signaling operations, thus leaving 56 kilobits per second available for handling customer traffic. However, I believe the real issue Mr. Martinez is addressing here is related to MCI's request to send its local traffic through BellSouth's tandem in Memphis and then on to West Memphis, Arkansas.

Q. PLEASE DISCUSS THE OUTCOME OF MCI's REQUEST.

A. MCI contacted the BellSouth Access Customer Advocate Center (ACAC) on January 22 and 24, 1997, to report problems in terminating MCI's local traffic from its customers to West Memphis, Arkansas, an exchange owned by Southwestern Bell Telephone Company (SWBT). In a letter dated January 27, 1997, BellSouth informed MCI that SWBT required an interconnection agreement with any local telephone company desiring to terminate traffic to West Memphis. A SWBT

contact name and telephone number were also provided to MCI.

At that time, the Memphis local tandem was the only tandem switch directly connected to SWBT's West Memphis, Arkansas exchange. Therefore, provisioning 64 CCC services via the access tandem was not simply a better way, it was the only way since the Memphis local tandem is a Lucent Technologies 1AESS switch and is incapable of providing 64 CCC capability.

The "FYI Tennessee" plan to which Mr. Martinez refers did address the availability of ISDN service capability to Tennessee consumers. However, nothing in the FYI Tennessee plan addressed local tandem switching for ISDN service, nor did it address ISDN service to exchanges outside of Tennessee. Further, the Tennessee Public Service Commission found that BellSouth met or exceeded the Commission's service objectives and was in compliance with the ISDN technology commitment contained in the Commission's Technology Deployment Rule 1220-4-6. (TPSC Order, dated 12/19/95, Docket 95-01684)

BellSouth worked with SWBT to develop an interconnection arrangement between Memphis, Tennessee and West Memphis, Arkansas to accommodate CLEC traffic between these two exchanges. MCI participated in testing this arrangement prior to approval of its interconnection agreement with SWBT. On March 19, 1997, SWBT

notified BellSouth that the Arkansas Public Service Commission had approved an interconnection agreement between SWBT and MCI on March 18, 1977. BellSouth began passing local traffic between these two exchanges shortly after receiving this notification. Thus, the issue Mr. Martinez raises is more than a year old and has long since been resolved.

Q. DO YOU HAVE ANY KNOWLEDGE OF THE TRUNK BLOCKAGE IN GEORGIA TO WHICH MR. MARTINEZ REFERS ON PAGE 15 OF HIS TESTIMONY?

A. No. Mr. Martinez provides insufficient data to permit an investigation of his belief that MCI experienced a trunk blockage in Georgia. However, it should be noted that he admits on page 15 that the problem was caused by MCI's failure to request overflow on a high usage trunk group because MCI had "forgotten" to request overflow routing of traffic on this high usage trunk group. Mr. Martinez also correctly notes on page 15 of his testimony that the problem was corrected once MCI reissued its order.

Q. ON PAGE 17 AND AGAIN ON PAGE 29 OF HIS TESTIMONY, MR. MARTINEZ DISCUSSES UNBUNDLED TRANSPORT AND CLAIMS BELLSOUTH HAS NOT RESPONDED TO MCI'S REQUEST FOR INFORMATION THAT WOULD ALLOW MCI TO PURCHASE UNBUNDLED TRANSPORT FROM BELLSOUTH. IS HE CORRECT?

A. No. Here again, Mr. Martinez apparently intends to confuse this Authority by mixing issues together as he sees fit. Mr. Martinez labels this section of his testimony as "UNBUNDLED TRANSPORT". The discussion that follows in his testimony, however, is about unbundled local switching. In any event, Mr. Martinez is simply wrong in asserting that BellSouth does not provide common transport to requesting CLECs.

Q. ON PAGE 18 OF HIS TESTIMONY, MR. MARTINEZ DISCUSSES THE SUBJECT OF CUSTOMIZED ROUTING AND STATES "TO BEGIN, MCI REQUESTED THAT ITS 0+ AND 0- TRAFFIC BE SELECTIVELY ROUTED TO MCI'S FGD [FEATURE GROUP D] TRUNK GROUPS SO THAT MCI COULD PROVIDE OPERATOR SERVICES FOR ITS RESALE CUSTOMERS." PLEASE RESPOND.

A. First of all, the terms customized routing, selective routing and direct routing (as AT&T uses the phrase) all have the same meaning. That is, through the use of the additional switching functionality called customized routing, a CLEC's end user customers may reach that CLEC's operator service or directory assistance platforms.

Mr. Martinez once again attempts unsuccessfully to confuse two issues. Note that he says that "MCI requested that its 0+ and 0- traffic be selectively routed. . ." He does not say that MCI requested selective

routing which BellSouth makes available upon request. MCI has not requested selective routing which this Authority found to be technically feasible using the Line Class Code method that has been discussed extensively. Instead, Mr. Martinez tries to confuse this Authority with a discussion of Feature Group C and D trunk groups. If MCI requests selective routing, BellSouth will provide it. Using that functionality, MCI may route its 0+ and 0- traffic to any trunk group MCI desires.

Q. ON PAGE 19 OF HIS TESTIMONY MR. MARTINEZ CLAIMS THAT MCI COULD NOT USE BELLSOUTH'S OPERATORS TO BRAND CALLS WITH THE MCI BRAND EVEN IF MCI ACQUIRES THE CUSTOMIZED ROUTING FUNCTIONALITY. IS HE CORRECT?

A. No. Either Mr. Martinez either does not understand how customized routing works or simply wants to confuse the issue. BellSouth offers customized routing that would allow a CLEC's calls to operator service or directory assistance platforms to be placed on discrete trunk groups such that those calls may be sent to the platform of the CLEC's choosing, including BellSouth's platforms. In this part of his testimony, Mr. Martinez argues against having dedicated trunk groups from all of BellSouth's end offices from which MCI wants to receive calls which it may brand even though he is surely aware that (1) BellSouth has dedicated trunk groups from its own switches to its operator service and directory assistance platforms and (2) the dedicated trunk groups are required so the operator service and directory assistance platforms

can determine which CLEC's traffic is being received and what, if any, branding to apply.

Q. ON PAGE 20 OF HIS TESTIMONY, MR. MARTINEZ SUGGESTS THAT THIS AUTHORITY SHOULD REQUIRE BELLSOUTH TO CREATE ANOTHER METHOD FOR CUSTOMIZED ROUTING WHICH MR. MARTINEZ REFERS TO AS "ANI SCREENING" [AUTOMATIC NUMBER IDENTIFICATION SCREENING]. IS "ANI SCREENING" TECHNICALLY FEASIBLE?

A. I do not know. Mr. Martinez' testimony is the first discussion of such a method I have seen. However, BellSouth is near completion of work towards a second method of customized routing using BellSouth's Advanced Intelligent Network that I believe will certainly provide a more robust solution than attaching some database to the operator services platform. In any event, the issue raised by Mr. Martinez was not the subject of arbitration, and there is no requirement that BellSouth offer ANI screening in order to satisfy the 14-point checklist.

Q. ON PAGE 25 AND AGAIN ON PAGE 35 OF HIS TESTIMONY, MR. MARTINEZ DESCRIBES THREE FORMS OF ACCESS TO BELLSOUTH'S SIGNALING NETWORK WHICH HE BELIEVES SHOULD BE REQUIRED. PLEASE COMMENT.

A. All three of the methods Mr. Martinez discusses are available upon

request. The first method Mr. Martinez describes is for BellSouth to provide signaling capability to those CLECs whose switches are not Signaling System 7 capable. First of all, I am not aware of any requests from CLECs for such access, and I would be surprised to hear of such a request given that the SS7 protocol has been used extensively for many years such that most or all modern switching systems are SS7 capable. However, should a CLEC make such a request, it would be handled through the Bona Fide Request process.

The second method Mr. Martinez describes allows a CLEC whose switches are SS7 capable to attach those switches to BellSouth's Signal Transfer Points (STPs) and then, in turn, to the BellSouth 800 database. BellSouth offers this option in Section X of BellSouth's Statement of Generally Available Terms and Conditions (SGAT) where it is referred to as the "A-Link" option.

The third method Mr. Martinez describes allows a CLEC whose switches are SS7 capable to attach those switches to a third party's STPs. These STPs would be attached to BellSouth's STPs and then, in turn, to BellSouth's 800 database. In Section X of BellSouth's SGAT, this option is referred to as the "B-Link" option.

Q. ON PAGE 27 OF HIS TESTIMONY MR. MARTINEZ STATES "BELLSOUTH REFUSES TO COMMIT TO PERMITTING MCI TO ORDER NIDs [NETWORK INTERFACE DEVICES] SEPARATE AND

APART FROM AN UNBUNDLED LOOP." IS HE CORRECT?

A. No. In fact, Mr. Martinez' own testimony reveals that "BellSouth provisioned loops without NIDs in Georgia for at least two test customers." Further, Mr. Martinez admits that BellSouth stated on August 27, 1997, that it would provide NIDs to MCI as requested. Mr. Martinez refers to one isolated incident that even he admits was resolved over seven (7) months ago.

Q. ON PAGE 32 OF HIS TESTIMONY, MR. MARTINEZ ASSERTS THAT BELLSOUTH HAS NOT PROPERLY UNBUNDLED TANDEM SWITCHING. IS HE CORRECT?

A. No, as I will explain in the following paragraphs.

Q. ON PAGE 32 OF HIS DIRECT TESTIMONY, MR. MARTINEZ STATES "THE TANDEM SWITCHING NETWORK CONSISTS OF BOTH A PHYSICAL TRUNK PORT AND THE SWITCHING FUNCTION THAT CONNECTS TWO NETWORK SWITCHES TOGETHER. TO UNBUNDLE TANDEM SWITCHING EACH OF THESE TWO ELEMENTS MUST BE OFFERED FROM BOTH THE ORIGINATING SIDE AND THE TERMINATING SIDE OF BELLSOUTH'S TANDEM SWITCH. IN OTHER WORDS, A NEW ENTRANT SHOULD HAVE THE CAPABILITY TO ORDER EITHER AN ORIGINATING PORT . . . OR A TERMINATING PORT AND THE ASSOCIATED FEATURES

AND FUNCTIONS OF THAT PORT." WOULD THE "SWITCHING FUNCTION" MR. MARTINEZ REFERENCES BE USEFUL INDEPENDENT OF A TRUNK CONNECTION?

A. No. Mr. Martinez goes to great lengths to confuse a fairly straightforward capability by unnecessarily breaking the network element, in this case tandem switching, into its constituent, interrelated components. These components by themselves would provide no useful functionality. Mr. Martinez might also have named memory devices, digit transmitters and receivers and announcement machines as other components he would like to see offered separately. However, except for helping Mr. Martinez construct some strained argument that BellSouth is not providing unbundled switching, defining new unbundled network elements such as "originating ports" and "terminating ports" would serve no purpose whatsoever.

Mr. Martinez attempts here to create new unbundled network elements that were not the subject of the arbitration process or the bona fide request process. He then asserts that if BellSouth does not provide his new inventions, then BellSouth has not met the requirements of the checklist. He is simply wrong.

Q. ON PAGE 36 OF HIS TESTIMONY MR. MARTINEZ RETURNS TO THE TOPIC OF ACCESS TO UNBUNDLED LOCAL SWITCHING. IS THIS NOT THE SAME ISSUE AS HE DISCUSSED EARLIER IN HIS

TESTIMONY?

A. It is exactly the same issue and Mr. Martinez even uses the same text to describe "egress elements" and "switching function". It is the same veiled attempt to invent new unbundled network elements that were not the subject or arbitration or the bona fide request process.

Q. ON PAGE 38 OF HIS TESTIMONY, MR. MARTINEZ RETURNS TO THE TOPIC OF WHITE PAGES LISTINGS. IS THIS NOT THE SAME ISSUE AS HE DISCUSSED EARLIER IN HIS TESTIMONY?

A. It is exactly the same issue and my earlier testimony is equally applicable here. Mr. Martinez adds nothing here except to say that he will address this issue even a third time as he discusses checklist item 12.

Q. ON PAGE 38 OF HIS TESTIMONY, MR. MARTINEZ RETURNS TO THE TOPIC OF ACCESS TO BELLSOUTH'S SIGNALING NETWORK AND CALL RELATED DATABASES. IS THIS NOT THE SAME ISSUE AS HE DISCUSSED EARLIER IN HIS TESTIMONY?

A. It is exactly the same issue and my earlier testimony is equally applicable here. This makes the third time in this testimony that Mr. Martinez has addressed this topic. Despite Mr. Martinez' continual rehashing of his own testimony, the facts are simple: BellSouth has

made its signaling network and call related databases available to CLECs and other telecommunications service provides. They have successfully completed millions of calls using those capabilities. Not once does Mr. Martinez dispute the quantities of CLECs and other telecommunications providers currently using BellSouth's signaling network. Not once does Mr. Martinez dispute the quantities of CLECs and other telecommunications providers queries of BellSouth's call related databases. This is the best evidence of their functional availability.

Q. ON PAGE 41 OF HIS TESTIMONY, MR. MARTINEZ STATES "BELLSOUTH STATES THAT IT WILL PROVIDE LEC COMMON CHANNEL SIGNALING WHERE AVAILABLE EXCEPT FOR CALL RETURN. THERE IS NO REASON WHY CALL RETURN SHOULD NOT BE MADE AVAILABLE TO A NEW ENTRANT. SIMILAR TO THE 800 DATABASE ISSUE JUST DISCUSSED THIS IS FURTHER EVIDENCE OF BELLSOUTH'S DESIRE TO RESTRICT NEW ENTRANT ACCESS TO CALL COMPLETING DATABASES IN VIOLATION OF THE ACT." IS HE CORRECT?

A. No. First, as Mr. Martinez well knows, automatic call return is a switch-based service which does not use a "call completing database" such as is used with 800 service. Second, for the automatic call return feature, the switch stores the Automatic Number Identification (ANI) of the calling customer in switch memory rather than an external call related

database. The SGAT reference cited by Mr. Martinez is simply a reminder that, for a customer with automatic call return who receives a call from another customer who has a ported number using remote call forwarding, automatic call return will not function properly. This is because when the called party invokes the automatic call return feature, the switch will announce to the called party the telephone number stored (that is, the ANI of the calling party) rather than the ported number.

Q. ON PAGE 42 OF HIS TESTIMONY, MR. MARTINEZ RETURNS TO THE LOCAL NUMBER PORTABILITY AND COORDINATION WITH UNBUNDLED LOOP CUTOVERS. IS THIS NOT THE SAME ISSUE AS HE DISCUSSED EARLIER IN HIS TESTIMONY?

A. It is exactly the same issue and my earlier testimony is equally applicable here. Suffice it to say here, BellSouth has provided data that conclusively shows coordination between loop cutovers and remote call forwarding for interim number portability. By comparison, Mr. Martinez' discussion of this topic beginning on page 42 and concluding on page 44 of his testimony contains not even one cutover date, Purchase Order Number, customer name, telephone number or anything else that would support his claim that these cutovers are not being well coordinated.

Q. ON PAGE 44 OF HIS TESTIMONY MR. MARTINEZ RETURNS TO

THE TOPIC OF DIRECTORY LISTINGS FOR INDEPENDENT TELEPHONE COMPANIES AND OTHER CLECs. IS THIS NOT THE SAME ISSUE AS HE DISCUSSED EARLIER IN HIS TESTIMONY?

A. Yes, this is the third time Mr. Martinez has addressed the same topic. It is exactly the same issue and my earlier testimony is equally applicable here. This time, Mr. Martinez attempts unsuccessfully to describe the issue as one of dialing parity. He is wrong for the reasons I have stated earlier.

Q. ON PAGE 47 OF HIS TESTIMONY, MR. MARTINEZ BEGINS A DISCUSSION OF ACCESS TO BELLSOUTH'S ENGINEERING RECORDS. WAS NOT THIS ISSUE DECIDED DURING ARBITRATION PROCEEDINGS BETWEEN BELLSOUTH AND CERTAIN CLECs BEFORE THIS AUTHORITY?

A. Yes. This Authority found in Docket 96-01152 that if BellSouth receives a reasonable request it must provide the records. If the request is legitimate, and narrowly tailored, the requested information must be provided, although BellSouth is entitled to protect its proprietary information. BellSouth's use of the term bona fide request on page 10 of its SGAT as a means of dealing with such "legitimate, and narrowly tailored" requests for information is consistent with this Authority's order.

Rebuttal to the direct testimony of Russell Land

Q. ON PAGE 5 OF HIS TESTIMONY, MR. LAND DISCUSSES A SERVICE PROBLEM ON FEBRUARY 28, 1997. WHAT WAS THE SOURCE OF THIS PROBLEM?

A. Human error. I note that it has been well over a year since that isolated incident and no similar problem has occurred.

Q. ON THAT SAME PAGE OF HIS TESTIMONY, MR. LAND DISCUSSES AN INCIDENT ON MAY 29, 1997, WHICH DESCRIBES AS SIMILAR. IS THIS INCIDENT SIMILAR TO THE INCIDENT THAT OCCURRED ON FEBRUARY 28, 1997?

A. No. In the incident on May 29, BellSouth was attempting to respond to the unexpected increase of 17-digit incoming toll calls to NEXTLINK via BellSouth's access tandem that occurred that day and which created a risk of severe switch congestion. BellSouth admits that it re-homed NEXTLINK's traffic in an attempt to resolve this situation without properly notifying NEXTLINK beforehand. As was pointed out in BellSouth's letter which Mr. Land includes as Exhibit 2 to his testimony, BellSouth has modified its practices to ensure that Competing Local Exchange Companies (CLECs) are contacted when routing changes of this type are necessary. These procedures have been reviewed with all appropriate employees. I am not aware of any similar incident such

as that which occurred on May 29, 1997, almost a year ago.

Q. ON PAGE 6 OF HIS TESTIMONY, MR. LAND DISCUSSES A PROBLEM IN SIGNALING SYSTEM 7 (SS7) ROUTING ON JUNE 24, 1997. IS THAT ONE INCIDENT IN ANY WAY RELATED TO THE OTHER INCIDENTS MR. LAND CITES?

A. No. My understanding of the root cause of this incident was human error on the part of a BellSouth employee who believed that the NEXTLINK's conversion from its third party signaling network provider to BellSouth's signaling network was to be accomplished on June 24, 1997 and that employee made changes to effect that conversion, with the unfortunate result that some NEXTLINK calls were blocked. Here again, however, BellSouth updated its methods and procedures to prevent any recurrence of this problem.

Q. ON PAGE 6 OF HIS TESTIMONY, MR. LAND DISCUSSES AN INCIDENT ON SEPTEMBER 15, 1997. IS THIS ONE INCIDENT RELATED IN ANY WAY TO THE OTHER INCIDENTS TO WHICH MR. LAND REFERS?

A. No. This problem occurred in the course of the 615/931 area code split in Tennessee and was the result of improper changes to BellSouth's access tandem that affected NEXTLINK's customers for about 35 minutes before BellSouth corrected the problem. As was noted in the

root cause analysis that BellSouth performed (and which Mr. Land attaches to his testimony as Exhibit 4), BellSouth "took the additional step of adding a Class of Service Screen in the switch specifically for CLEC traffic. This screen should prevent any default arrangement from changing the routing on CLEC traffic and will provide additional notice to NISC personnel [BellSouth's switch translations work group] when accessing translations on CLEC trunks. BellSouth has added this screen to all CLEC trunking in Tennessee." Since adding this screen, there has been no repeat of this problem.

Q. ON PAGE 7 OF HIS TESTIMONY, MR. LAND DISCUSSES AN INCIDENT HE ALLEGES BELLSOUTH CAUSED ON DECEMBER 17, 1997. PLEASE RESPOND.

A. Mr. Land's testimony is confusing. He states that "NEXTLINK discovered this outage only later in reviewing network traffic patterns." Presumably, if such a problem as Mr. Land alleges actually occurred, one or more of NEXTLINK's customers would surely have complained. Apparently none did so or Mr. Land would have made mention. Instead, Mr. Land vaguely surmises that "the outage must have been caused by a problem at the BellSouth tandem." BellSouth is without knowledge of any problem at its tandem on December 17, 1997. Mr. Land did not even bother to state in which of NEXTLINK's primary markets in Tennessee (Nashville or Memphis) he believes this problem occurred.

Q. ON PAGE 7 OF HIS DIRECT TESTIMONY, MR. LAND STATES "SOME OF THE OUTAGES WERE WIDELY PUBLICIZED IN LOCAL MEDIA, LIKELY SCARING AWAY POTENTIAL CUSTOMERS WHO RELAY ON UNINTERRUPTED TELEPHONE SERVICE. IN ADDITION, NEXTLINK HAS BEEN FORCED TO GO TO EXTRAORDINARY LENGTH TO KEEP ITS EXISTING CUSTOMERS." PLEASE RESPOND.

A. NEXTLINK itself appears to have publicized the outages. A front page article in the Nashville Business Journal (July 14-18, 1997) is headlined "Competitor blames BellSouth for service problem" and quotes NEXTLINK employees Dana Shaffer and Kent Rosebury extensively. When contacted about the claims, BellSouth declined comment "pending completion of an internal investigation into the incident." The article also quotes two customers, one that indicated they would remain with NEXTLINK, and the other who stated "Future interruptions in service would make us seriously consider switching back to BellSouth". The article also states "NEXTLINK sent its own letter to its customers, blaming BellSouth and thanking customers for understanding." Finally, the reporter states "Nashville's other telephone company, The Tennessee Telephone Company, ICG, has had no complaints about BellSouth since it began serving customers in late June." 'We have not had any problems with BellSouth", says ICG regional Sales Manager Don Keeton. "We have a good working relationship with BellSouth."

A follow-up article appeared on page 3 of a subsequent issue of the Nashville Business Journal, headlined "BellSouth takes partial blame for cutoff". This article reported on BellSouth's final report that the paper obtained from the Tennessee Regulatory Authority. This article quoted Kent Rosebury of NEXTLINK as stating, "I don't really think we ever suspected that it was intentional." Also, the reporter stated "Representatives of the two companies, reliant on each other for growth, have met several times and are working toward resolving problems that have arisen through competition in local telephone service". The article also stated "To address the company's relationship with competitors, BellSouth has established an internal organization to oversee concerns about connecting the customers of competing companies to BellSouth customers."

The newspaper articles speak for themselves. Further, nothing in Mr. Land's testimony supports his claim that potential customers were "scared away" nor does he cite any of the "extraordinary lengths" to which NEXTLINK allegedly "has been forced to go."

Q. PLEASE SUMMARIZE THE INCIDENTS MR. LAND DISCUSSES IN HIS TESTIMONY.

A. Mr. Land identifies three separate, unrelated incidents that are in no way "similar" as Mr. Land suggests. In every case, BellSouth has

thoroughly investigated the facts, has taken appropriate corrective action, and no repeat of the problem has occurred. Although on page 8 of his direct testimony, Mr. Land states that BellSouth does not view resolving these problems as an urgent matter, this claim is simply not true and is belied by the exhibits to Mr. Land's own testimony.

Q. BEGINNING ON PAGE 8 OF HIS TESTIMONY, MR. LAND DISCUSSES A TOPIC HE CALLS "REDUNDANT CALL ROUTING". WHAT IS REDUNDANT CALL ROUTING?

A. This is apparently Mr. Land's term for the use of BellSouth's local tandems for interconnection.

Q. IS THIS ISSUE THE SUBJECT OF ARBITRATION PROCEEDINGS BETWEEN NEXTLINK AND BELLSOUTH BEFORE THIS AUTHORITY IN DOCKET 98-00123?

A. Yes.

Q. IS THIS THE SAME ISSUE YOU DISCUSSED EARLIER IN THIS TESTIMONY REGARDING LOCAL TANDEM INTERCONNECTION?

A. Yes. My earlier testimony is equally applicable here. Without repeating that entire section of my testimony here, I will say that BellSouth allows a CLEC to interconnect at both BellSouth's access tandems or at

BellSouth's local tandems, whichever the CLEC elects.

Q. ON PAGE 18 OF HIS TESTIMONY, MR. LAND COMPLAINS THAT EVEN THOUGH NEXTLINK AND BELLSOUTH SIGNED A COLLOCATION AGREEMENT ON FEBRUARY 26, 1997, THAT WORK WAS NOT COMPLETED SUCH THAT NEXTLINK COULD BEGIN INSTALLATION OF ITS EQUIPMENT UNTIL MID-JUNE 1997. PLEASE RESPOND.

A. Mr. Land rightly points out that BellSouth and NEXTLINK agreed to general provisions for NEXTLINK's collocation in BellSouth's central offices by the amendment to NEXTLINK's interconnection agreement dated February 26, 1997. What Mr. Land fails to point out is that this agreement, while important, is not a firm order request by NEXTLINK for collocation in any of BellSouth's central offices. Exhibit WKM-2 to my testimony shows BellSouth's success in providing CLECs with the physical collocation they has requested from BellSouth. These provisioning intervals measure the time between when a CLEC places a firm order with BellSouth until the time that the requested space is available. In this regard, the date of the initial agreement between BellSouth and NEXTLINK is meaningless as a measure of BellSouth's performance for NEXTLINK. Obviously, if, for example, NEXTLINK had waited a year before placing its first firm order with BellSouth for physical collocation, Mr. Land would be complaining that it took BellSouth over a year to fulfill NEXTLINK's requests. Instead, the

information in Exhibit WKM-2 to my testimony shows clearly that BellSouth has completed the work required to allow a CLEC to begin installation of its equipment (that is, the number of days between the CLEC's placing a firm order and the "space ready" date) in as few as 67 days while none of the provisioning intervals was greater than 101 days.

Q. ON PAGE 18 OF HIS TESTIMONY, MR. LAND DISCUSSES THE TOPIC OF POWER USAGE IN COLLOCATION ARRANGEMENTS. IS THIS ISSUE THE SUBJECT OF ARBITRATION PROCEEDINGS BETWEEN NEXTLINK AND BELLSOUTH BEFORE THIS AUTHORITY IN DOCKET 98-00123?

A. Yes.

Q. WHAT IS YOUR UNDERSTANDING OF NEXTLINK's REQUEST REGARDING COST OF POWER IN PHYSICAL COLLOCATION SPACES?

A. My understanding is that NEXTLINK is requesting that a method be devised to determine how much electrical power is consumed by the equipment located in NEXTLINK's physical collocation arrangements within BellSouth's central offices and that NEXTLINK be billed accordingly. I understand that part of NEXTLINK's concern is based on its understanding of how BellSouth engineers its power plants and the

effect on those power plants caused by the difference between "nominal" and "worst case" power consumption.

Q. WHAT IS THE DIFFERENCE BETWEEN NOMINAL AND WORST CASE POWER CONSUMPTION?

A. Simply put, nominal power consumption is that amount of energy used during average service periods (for example, during the busiest hour of a given business day). Worst case power consumption, by comparison, is that amount of energy used during the very highest periods of energy consumption (for example, the busiest hour of the year). Telecommunications equipment manufacturers typically provide estimates of both nominal and worst case power consumption for the devices they sell to companies such as BellSouth such that power plants may be sized accordingly.

Q. ARE THE VARIOUS TYPES OF TELECOMMUNICATIONS EQUIPMENT ALIKE IN TERMS OF THEIR NOMINAL AND WORST CASE POWER CONSUMPTION?

A. No. The difference between nominal and worst case power consumption is very small for some equipment types and significantly larger for other equipment types. For example, some equipment devices such as fiber optic terminals consume about the same amount of power every hour of every day, so the difference between nominal

and worst case power consumption is very small. For other types of equipment, such as a switch, the power consumed is directly influenced by how many simultaneous requests for dial tone or calls in progress are being handled at a given time. The difference between nominal and worst case power consumption for switches would, as a result, be significantly greater.

Q. TO WHICH POWER CONSUMPTION LEVEL (THAT IS, NOMINAL VERSUS WORST CASE) MUST BELLSOUTH BUILD ITS POWER PLANTS?

A. BellSouth must obviously take care of the cumulative worst case demand on its power plants such that call processing is not interrupted during peak calling periods. In addition, BellSouth power engineering guidelines adhere to *National Electric Code* requirements for sizing power distribution plant.

Q. WHAT IS THE TYPICAL SCENARIO FOR POWER CONSUMPTION BY A CLEC'S EQUIPMENT LOCATED IN A PHYSICAL COLLOCATION ARRANGEMENT?

A. It is very difficult to describe a typical scenario because the power consumption is directly affected by both the type and quantity of devices installed and operating.

Q. ARE THERE MEANS BY WHICH THE ACTUAL AMOUNT OF POWER CONSUMED BY NEXTLINK'S EQUIPMENT IN PHYSICAL COLLOCATION ARRANGEMENTS MAY BE DETERMINED?

A. Yes, although at present such means are not in place. I believe there to be at least two possible means to provide the actual measurements. First, BellSouth's technicians could periodically attach measuring equipment to the power feeds into NEXTLINK's physical collocation arrangements to determine power consumption. This might be done on a weekly basis, for example. This would obviously be a labor intensive solution, however, since BellSouth's technicians would be required to visit each of NEXTLINK's physical collocation arrangements, record the power consumption and provide that information to others within BellSouth who would convert those measurements into monetary amounts for which NEXTLINK would be billed.

The second alternative would be to install automatic power monitoring equipment for each of NEXTLINK's physical collocation arrangements. These measurements would be collected periodically and used to determine the monetary amounts for which NEXTLINK would be billed. Such power monitoring equipment is commercially available at present.

Q. ARE YOU SUGGESTING THAT MEASUREMENTS SHOULD BE TAKEN OF NEXTLINK'S POWER CONSUMPTION RATHER THAN

THE METHOD BEING FOLLOWED AT PRESENT WHICH BILLS NEXTLINK FOR THE RATED CONSUMPTION OF ITS EQUIPMENT?

A. No, I am not saying that at all. I am simply pointing out what appears to me to be a means by which actual measurements might be taken. The decision as to whether either of the methods I have described is practical will require further analysis to determine if either method makes "economic sense" to either BellSouth or NEXTLINK. Obviously, if it costs more to measure, record and bill for actual usage than the method being used today, I doubt NEXTLINK would prefer such a change.

Q. ON PAGE 24 OF HIS TESTIMONY, MR. LAND CLAIMS THAT BELLSOUTH HAS DISCRIMINATED AGAINST NEXTLINK BY INTRODUCING LOW TRANSMISSION LEVEL, STATIC AND NOISE PROBLEMS ON THE LOOPS, ROUTING CALLS THROUGH BELLSOUTH'S ACCESS TANDEM AND USING OLD OR MALFUNCTIONING CHANNEL BANKS FOR LOOPS TRANSFERRED TO NEXTLINK. PLEASE RESPOND.

A. BellSouth denies Mr. Land's allegations. First, BellSouth's technical designs for unbundled loops provided to CLECs are no different from the designs BellSouth uses in providing services to its own retail customers. Second, I can make no correlation between transmission levels on unbundled loops and the issue of whether or not NEXTLINK

sends its traffic from NEXTLINK's switch to BellSouth's access tandem. And third, BellSouth uses channel banks in provisioning its own retail services so that if there were indeed a problem with old or malfunctioning channel bands (which BellSouth denies) it also would cause service problems to BellSouth's retail customers as well. Lastly, I would note, that unlike his earlier testimony where at least he provided some details to support his claims, here Mr. Land offers only vague unsupported allegations that BellSouth allegedly discriminates against NEXTLINK in the provisioning of unbundled loops.

Q. BEGINNING ON PAGE 24 OF HIS TESTIMONY, MR. LAND DISCUSSES THE TOPIC OF "REDUNDANT ROUTING" TO BELLSOUTH'S SIGNALING NETWORK. IS THIS ISSUE THE SUBJECT OF ARBITRATION PROCEEDINGS BETWEEN NEXTLINK AND BELLSOUTH BEFORE THIS AUTHORITY IN DOCKET 98-00123?

A. I do not know. In his testimony here, Mr. Land states that NEXTLINK wants is to use the BellSouth SS7 signaling network as a "back-up" to NEXTLINK's primary connection to the network of NEXTLINK's third party signaling network provider. However, in Mr. Land's testimony in the arbitration proceedings, Mr. Land states that NEXTLINK wants to use BellSouth's signaling network as its primary connection and to use the third-party signaling network provider's network as the "back-up" network. All I can conclude is that NEXTLINK is inconsistent in its

testimony in these two proceedings and appears confused as to which arrangement NEXTLINK really wants.

Q. WHAT IS YOUR UNDERSTANDING OF WHAT NEXTLINK HAS REQUESTED REGARDING ITS "REDUNDANT SS7 NETWORK INTERCONNECTION" PROPOSAL?

A. NEXTLINK has requested that the links between its switches be attached to two separate signaling networks, BellSouth's signaling network plus a third party signaling network service provider. The links are referred to are called "A links". These A links are provided in pairs and are 56 kilobit per second data circuits connecting a switch with two Signal Transfer Points (STPs) which handle signaling and database access on behalf of the connected switches. I should point out that NEXTLINK's signaling network provider engineered its network for redundancy and survivability by using mated A links and STPs. So, essentially, NEXTLINK wants to connect its switches to two separate signaling networks, one network "on line" (in this case, this is the network of NEXTLINK's signaling network provider) and one network in "stand-by mode" (in this case, this would be BellSouth's signaling network).

Q. IS THE REDUNDANT SS7 CONFIGURATION NEXTLINK PROPOSES IN USE TODAY?

A. Not to my knowledge. BellSouth has thus far not found evidence that any network provider in the United States has such an arrangement in place, nor has NEXTLINK provided such evidence to BellSouth. BellSouth cannot find documentation from any of the many industry standards setting bodies to which BellSouth belongs or participates that espouses the use or has tested in practice the use of such a configuration.

Q. WHY ARE THE A LINKS AND STPs PROVIDED IN PAIRS?

A. Attaching a given switch to mated STPs provides for automatic redundancy in case of A link or STP failure. In normal operation, a switch offers a call to the first of the mated STP pair and then offers the next call to the second of the mated STP pair. In this way, the load is shared between the two STPs and both STPs and their associated A links are kept "on line" rather than in "stand-by" mode.

Q. HOW DOES BELLSOUTH "BACK UP" ITS SIGNALING NETWORK?

A. BellSouth uses redundant (mated) A links and STPs as described above to ensure a very high level of network reliability.

Q. WHAT HAPPENS IN THE EVENT OF THE FAILURE OF ONE OF THE A LINKS OR ONE OF THE STPs SERVING A GIVEN SWITCH?

A. The switch begins offering all its calls to the remaining A link and associated STP. Both A links and STPs are loaded to half or less of their stated capacity such that in the event of the loss of one A link or one STP, the remaining A link and STP have more than enough capacity to carry the entire load.

Q. WHY IS BELLSOUTH RELUCTANT TO ACCEPT NEXTLINK'S REDUNDANT SS7 PROPOSAL?

A. First of all, while BellSouth is willing to consider efforts intended to make the signaling network even more reliable, there is no evidence that NEXTLINK's proposal will do this. If such a configuration as NEXTLINK proposes should be found to improve the reliability of the signaling network, BellSouth would consider using that same approach with its own switches. For example, because NEXTLINK's proposal does not have all A links associated with a given switch "on line" at all times, it is possible that the "redundant" A links and STPs would not function as planned. I repeat here that the signaling network was designed for redundancy and survivability and that a simultaneous failure of both A links or both STPs serving a given switch is extremely unlikely. Second, and more importantly, NEXTLINK's proposal creates the possibility of a phenomenon referred to as "circular routing" that threatens the reliability of the network.

Q. WHAT IS CIRCULAR ROUTING?

A. Circular routing occurs when the dynamic routing configuration in multiple pairs of STPs results in the situation that a message destined for an end signaling point never reaches the end point, but is instead transferred from one pair of STPs to another in circular path. Once this begins, the message will continue to loop in the network until the dynamic condition has changed or until the network encounters congestion. This condition is most likely to happen when a STP is configured to use multiple alternate paths to route to an end signaling point.

Stated more simply, circular routing is the inappropriate circling of calls around the signaling network without the calls ever being handled. For example, a call could be offered to an STP that might inadvertently send the call to another STP. That STP would determine that it should not or could not handle the call and send the call back to the first STP, thereby starting the "circle" over again. In other words, the calls would essentially be bounced back and forth between NEXTLINK's signaling network and BellSouth's signaling network, consuming capacity without ever handling the call.

Q. WHAT IS THE RISK OF CONSUMING CAPACITY IN THIS WAY? ARE NOT THE STPs AND A LINKS ENGINEERED WITH EXTRA CAPACITY TO HANDLE SITUATIONS LIKE THIS?

A. First of all, such a use of capacity is not engineered for and could eventually result in complete congestion of the signaling network. Since the signaling network is used on most or all calls between switches plus all calls requiring access to call related databases (for example, the "800 database" which informs the switch to which interexchange carrier to send a toll free call or the Line Information Database (LIDB) which allows on-line calling card validation), the congestion of the signaling network can cause widespread disruption of the entire network, both BellSouth's network and Completing Local Exchange Companies (CLECs') networks.

Second, the A links and STPs are engineered with excess capacity to cover network failures such as A link failures or STP failures. While the signaling network is fully redundant, it can become overloaded because of phenomenon such as "circular routing". A good example occurred a few years ago in the Northeastern United States where almost complete failure of both the local and long distance networks occurred because of inappropriate handling of signaling traffic. In that case, the STPs sent messages to the switches indicating an STP failure, thus directing the switch to only send traffic to one of the STPs. When the one STP remaining on-line sent the same type message to the switches indicating that the second STP was also out of service, congestion quickly overwhelmed the entire Northeastern United States, causing massive disruption of telephone service. This incident underscores the importance of maintaining the reliability of the signaling network which NEXTLINK's proposal threatens.

Q. IS IT TECHNICALLY POSSIBLE TO CONFIGURE THE SIGNALING NETWORK AS NEXTLINK SUGGESTS?

A. I do not know. NEXTLINK has suggested to BellSouth that NEXTLINK has discussed this configuration with a signaling network provider. To my knowledge, NEXTLINK has offered little more than vague assurances to BellSouth that the proposed configuration is technically possible. I would expect detailed discussions to be undertaken by subject matter experts, including NEXTLINK's third-party signaling network service provider, to decide what, if any, configuration would satisfy NEXTLINK and BellSouth's concerns. To date, however, such discussions have not taken place despite BellSouth's requests of NEXTLINK for information that would provide needed technical details regarding its proposal.

Q. DOES THE TELECOMMUNICATIONS ACT OF 1996 REQUIRE BELLSOUTH TO PROVIDE ANY FORM OF NETWORK INTERCONNECTION FOUND TO BE TECHNICALLY POSSIBLE?

A. No. FCC's Local Competition First Report and Order at paragraph 198 makes it quite clear that some arrangements, while technically possible, are not technically feasible. That paragraph includes this statement: "Specific, significant, and demonstrable network reliability concerns associated with providing interconnection or access at a

particular point, however, will be regarded as relevant evidence that interconnection or access at that point is technically infeasible." Although I am not a lawyer, I would also note that my understanding of the decision in *Iowa Utilities Board versus FCC* at paragraph 22 (8th Cir. 1997) is that BellSouth is not required to provide a CLEC with unbundled access to a network element merely because it is technically feasible to provide such access.

Q. BEGINNING ON PAGE 26 OF HIS TESTIMONY, MR. LAND DISCUSSES THE TOPIC OF NEXTLINK'S ACCESS TO BELLSOUTH'S CUSTOMER NAME (CNAM) DATABASE. PLEASE RESPOND.

A. BellSouth is providing NEXTLINK with the access it requested. As would be expected in a complicated situation such as the sharing of databases between BellSouth, NEXTLINK and NEXTLINK's third-party service provider, various alternatives were identified, investigated further and finally the best solution was adopted and put in place. BellSouth did not refuse NEXTLINK access to BellSouth's database, but rather insisted that operational details be worked out. Those discussions took some time to arrive at a mutually agreeable solution and now NEXTLINK is using the access it requested. Lastly, Mr. Land complains that BellSouth's customers who subscribe to BellSouth's CallerID service do not receive the names of NEXTLINK's customers who call them. This is an issue concerning BellSouth's service to its

customers and, in any event, BellSouth is attempting to work through the technical issues involved.

Rebuttal to the direct testimony of Ms. Lisa Dickinson

Q. ON PAGE 6 OF HER DIRECT TESTIMONY, MS. DICKINSON STATES "FOR EXAMPLE, FLEET SAFETY EQUIPMENT, INC. IN MEMPHIS, TENNESSEE, ORDERED FOUR LINES FROM NEXTLINK ON FEBRUARY 18, 1998. ON THAT SAME DAY, NEXTLINK REQUESTED A CSR [THAT IS, A CUSTOMER SERVICE RECORD] REGARDING THIS ACCOUNT FROM BELLSOUTH. SHORTLY THEREAFTER, THE CUSTOMER RECEIVED A CALL FROM A BELLSOUTH MARKETING REPRESENTATIVE. . . ." PLEASE RESPOND.

A. BellSouth adamantly denies Ms. Dickinson's insinuations that BellSouth uses requests from its CLEC customers to generate sales leads. Ms. Dickinson's testimony is the first time BellSouth has heard of the incident she alleges. The stated policy of both BellSouth's Local Carrier Service Center (LCSC), which handles orders received from BellSouth's CLEC customers, and BellSouth's Vendor Service Center (VSC), which handles orders from BellSouth's authorized sales representatives, is that such requests for customer service record information are be handled in accordance with BellSouth's Customer Proprietary Network Information (CPNI) rules which forbid inappropriate

use of such information.

It is important to note, however, that even if BellSouth complies with the CPNI requirements (which it does), the end user customer may still contact a BellSouth sales representative to request that BellSouth provide a competitive response to NEXTLINK's offer. In such a case, BellSouth is free to compete for that end user customer's business.

Q. ON PAGE 14 OF HER TESTIMONY, MS. DICKINSON DISCUSSES PROBLEMS SHE ALLEGES OCCURRED DURING APRIL 1997. PLEASE RESPOND.

A. Although Ms. Dickinson states in her testimony that "During the time since April of 1997, NEXTLINK has experienced these and similar errors on a substantial percentage of its orders to BellSouth," Ms. Dickinson failed to produce evidence of additional incidents other than these which occurred almost a year ago which she refers to in Exhibit 1 to her testimony. Ms. Dickinson offers no further details and changes the topic to one involving BellSouth's creating "back-up" tapes for its switches which is the topic of Exhibit 2 attached to her testimony. I also note here that the time between the incidents Ms. Dickinson alleges in Exhibits 1 and 2 is about seven (7) months [that is, from April 1997 to November 1997] so I do not believe, nor has Ms. Dickinson asserted, that there is any correlation between the occurrences.

Q. HAS BELLSOUTH CHANGED ITS PRACTICE OF MAKING BACK-UP TAPES IN ITS SWITCHES SO AS NOT TO INTERFERE WITH ANY LOOP CUTOVER ACTIVITY?

A. Yes. I will address this topic later my testimony.

Q. ON PAGE 16 OF HER TESTIMONY, MS. DICKINSON DESCRIBES PROBLEMS SHE REFERS TO AS "DISCONNECTS IN ERROR". MS. DICKINSON CITES ONE SUCH EXAMPLE IN EXHIBIT 4 WHICH IS ATTACHED TO HER TESTIMONY. PLEASE RESPOND.

A. BellSouth admits to causing the problem to NEXTLINK's customer on November 17, 1997. I note, however, that BellSouth has changed its process as described in the Corrective Action section of the root cause analysis which BellSouth performed, to prevent further outages of this type. Ms. Dickinson's Exhibit 4 includes that root cause analysis.

Q. MS. DICKINSON INCLUDES SOME 87 PAGES OF INFORMATION AS EXHIBIT 6 TO HER TESTIMONY. WHAT SHOULD THIS AUTHORITY CONCLUDE FROM THIS INFORMATION?

A. First of all, Ms. Dickinson appears to assembled every bit of paper she could find including NEXTLINK's internal correspondence as well as letters and electronic mail to and from various BellSouth employees.

Further, there is a very wide range of dates on the material. To put the information she provides into context, I note the following that BellSouth is not surprised by any of the information Ms. Dickinson included in her Exhibit 6. Indeed, BellSouth created much of the information. As Ms. Dickinson well knows, BellSouth has worked hard and with good success to improve the processes used to provide unbundled loops to NEXTLINK and other CLECs. BellSouth has worked cooperatively with NEXTLINK to perform root cause analyses of individual incidents when NEXTLINK believed BellSouth's performance could be improved. Some of these root cause analyses did just that and process improvements were made. Some other analyses concluded that NEXTLINK's actions or the actions of NEXTLINK's end user customers caused any problem experienced and that no change to BellSouth's processes was warranted. At a higher level of analysis, BellSouth has formed a task force with NEXTLINK to perform detailed analyses of a number of incidents to determine what, if any, process changes were warranted.

Q. WHAT WERE THE FINDINGS OF BELLSOUTH'S TASK FORCE?

A. The task force determined that there were six independent categories of problems. Those categories are:

1. Timing for the production of BellSouth central office switch back-up tapes.
2. Availability of Subscriber Loop Carrier (also known as Digital

Loop Carrier) plug-in cards.

3. Inclusion of NEXTLINK end user customers in BellSouth's directory assistance databases.

4. Provision of Customer Service Record (CSR) information.

5. Rescheduling of unbundled loop cutover activity because of insufficient or missing engineering information, or failure of technicians being dispatched properly.

6. Disconnections in error.

Q. WHAT PROGRESS HAS BELLSOUTH MADE TOWARDS IMPLEMENTING THE PROCESS CHANGES THE TASK FORCE IDENTIFIED?

A. BellSouth has made good progress and process changes have been put in place to fix any deficiencies associated with making back-up tapes (item 1 above), availability of SLC plug-in cards (item 2 above), directory listings (item 3 above), Customer Service Records (item 4 above) and disconnections in error (item 6 above). BellSouth and NEXTLINK continue to work cooperatively to identify all of the possibilities for fully resolving problems causing the loop cutover to have to be re-scheduled (item 5 above). This is probably the most complex of the root causes identified and likely will require further process changes by both BellSouth and NEXTLINK.

It is important to note that, while Ms. Dickinson made no mention of this

task force or the results it has achieved, BellSouth regularly has task force conference calls with NEXTLINK. Ms. Dickinson is a regular participant on those conference calls between BellSouth and NEXTLINK for discussion of task force recommendations and progress. The most recent task force progress report was provided to NEXTLINK on March 24, 1998.

To summarize, I have taken the individual incidents cited by Ms. Dickinson and referenced in her Exhibits 5 and 6. My summary is attached to my testimony as Exhibit WKM-3. That exhibit correlates the dates of incidents alleged in Ms. Dickinson's exhibits with the root cause determined by BellSouth's task force. With only two exceptions, I believe this analysis clearly shows BellSouth's progress towards improving its processes. For example, for Action Item 1 (switch back-up tapes) BellSouth has fixed this problem as evidenced by the fact that the most recent occurrence was almost five months ago (November 14, 1997). Similarly for Action Item 2 (SLC Plug-In Cards) BellSouth has clearly fixed this problem. For this problem, the most recent occurrence was back in the middle of December, 1997. Action Items 5 and 6 also show marked improvement except for isolated incidents that occurred on March 5, 1998. The incidents of March 5, 1998 are being investigated. As I noted earlier, work continues towards completely resolving all of these problem categories. Nonetheless, I believe it is clear that the efforts of BellSouth and NEXTLINK to identify root causes and effect process changes has

produced solid results to date.

Q. MS. DICKINSON INCLUDES SOME 55 PAGES OF INFORMATION AS EXHIBIT 7 TO HER TESTIMONY. WHAT SHOULD THIS AUTHORITY CONCLUDE FROM THIS INFORMATION?

A. Here again, Ms. Dickinson has pulled together a sizable amount of paper to discuss the incidents she alleges. I have taken the information Ms. Dickinson uses in Exhibit 7 to her testimony and have summarized BellSouth's response to NEXTLINK's requests for unbundled loop cutovers. This summary is attached to my testimony as Exhibit WKM-4. The data shows a steadily improving situation that I credit to the joint problem identification and resolution work by the task force I mentioned earlier. For example, the percentage of unbundled loop cutovers completed on time during December 1997 was 75.4. That performance level improved to 82.9% on time in January 1998 and improved further to 90% on time in February 1998. It is important to note here that my summary takes NEXTLINK's data at face value and assumes it to be correct. BellSouth's performance to NEXTLINK for coordinated interim number portability work has also shown significant improvement. I expect BellSouth's ongoing work to continually improve its process will improve performance levels even further.

Q. ON PAGE 21 OF HER TESTIMONY, MS. DICKINSON DISCUSSES

HOW DIRECTORY LISTINGS FOR NEXTLINK'S CUSTOMERS ARE ENTERED INTO THE DIRECTORY ASSISTANCE DATABASE. SHE CLAIMS "IT OFTEN TAKES TWO WEEKS OR MORE FOR THE NEW TELEPHONE NUMBERS TO BECOME LISTED." IS SHE CORRECT?

A. No. Further, despite her claim to the contrary, BellSouth does not acknowledge in Exhibit 8 attached to her testimony that BellSouth's Local Carrier Service Center (LCSC) causes the problems she alleges. With regard to Ms. Dickinson's allegations regarding inclusion of NEXTLINK's listings in the Nashville and Memphis directories, published by BellSouth Advertising and Publishing Company (BAPCO). It was NEXTLINK's actions that caused two of its customers' listings to not appear in BAPCO's directory, rather than any action or inaction by BellSouth.

Rebuttal to the direct testimony of Ms. Melissa L. Closz

Q. BEGINNING ON PAGE 25 OF HER SUPPLEMENTAL TESTIMONY, MS. CLOSZ DISCUSSES SPRINT'S EXPERIENCES IN FLORIDA AND ASSERTS THAT BELLSOUTH REGULARLY MISSES ITS COMMITMENT TO NOTIFY SPRINT IF THERE IS A PROBLEM IN COMPLETING A CUTOVER AND THAT AS A RESULT, SPRINT MISSES THE DUE DATE IT HAS PROMISED ITS CUSTOMER. IS THIS CORRECT?

A. No. It has been BellSouth's experience that Sprint has in many cases not provided dial tone from its switch until the day of the cutover. Thus, it is impossible to perform any pre-testing until dial tone is applied to the circuits. Sprint's cooperation by having dialtone on its facilities earlier, at least forty-eight (48) hours prior to cutover, would allow greater certainty of completing cutovers as scheduled. To date, Sprint has not agreed to this procedure.

Q. BEGINNING ON PAGE 26 OF HER DIRECT TESTIMONY, MS. CLOSZ ASSERTS THAT IN SOME CASES BELLSOUTH HAS NOT PROPERLY CANCELED CUTOVER ACTIVITY AS REQUESTED BY SPRINT AND THAT CUSTOMERS HAVE BEEN PUT OUT OF SERVICE AS A RESULT. PLEASE RESPOND.

A. BellSouth is aware of only a very few instances where a customer incurred a service outage because of a due date change by Sprint. Obviously, if Sprint notifies BellSouth too late in the process, customer service may be affected.

Q. ON PAGE 27 OF HER DIRECT TESTIMONY, MS. CLOSZ ASSERTS THAT "CUTOVERS HAVE ALSO INTERMITTENTLY BEEN INCOMPLETE DUE TO BELLSOUTH PROVISIONING, EQUIPMENT OR NETWORK CAPACITY ISSUES." PLEASE RESPOND.

A. BellSouth can neither confirm nor deny the assertions made by Ms.

Closz because her testimony about Sprint's experiences in Florida is so vague. BellSouth will gladly investigate service problems experienced by Sprint's customers. However without at least some concrete facts such as a customer telephone number or Purchase Order Number and date, examples such as those cited by Ms. Closz cannot lead to any meaningful analysis or response. Despite this, I will comment that BellSouth is aware of several recent instances where Sprint was not ready or had incomplete, or incorrect engineering information. The following are a few examples:

- Customer A: July 9, 1997, BellSouth personnel attempted to cutover thirteen (13) lines beginning at 5:00 PM. At 9:15 PM, service was restored back to BellSouth at Sprint's request because Sprint could not properly set options at the PBX on the customer's premises to accommodate Direct Inward Dialing (DID) trunks.
- Customer B: On July 2, 1997, BellSouth personnel were positioned to cutover nine (9) lines to Sprint beginning at 5:00 PM. BellSouth completed the cutover at 5:40 PM, but Sprint reported a ring generator problem. After testing our network for approximately one hour, a problem was discovered in Sprint's network with the assistance of BellSouth's technical support staff. Sprint changed out their channel units on the circuits and reset the required settings (options), with input from BellSouth's technical support staff. This cutover was accepted by Sprint at 7:00 PM.

- Customer C: The original due date for this cutover was June 17, 1997. On June 16, 1997, Sprint pushed out the date until June 24, 1997, because the required equipment was not installed in the Sprint central office. This equipment was required to turn up Sprint's transmission facilities to the BellSouth central office.

My purpose in citing these examples is not to disparage Sprint's technical capabilities or its staff, but rather to show both the complexity of completing these cutovers and the joint responsibilities that must be effectively shared in order to provide cutovers that minimize or eliminate any adverse impact on the end user customer.

Q. ON PAGE 27 OF HER DIRECT TESTIMONY, MS. CLOSZ DISCUSSES FACILITIES SHORTAGES WHICH SHE CLAIMS ARE RESPONSIBLE FOR DELAYED CONVERSIONS. PLEASE RESPOND.

A. Because of BellSouth's use of Integrated Digital Loop Carrier (IDLC) technology in the Orlando, Florida area, some of Sprint's orders have encountered a facility problem. This is due to the design of IDLC equipment plus the fact that in some cases there are not spare copper facilities in routes served by IDLC. BellSouth has offered Sprint several options to resolve the problem. In many cases, BellSouth continues to work towards alleviating facilities problems right up until the due date before the facility issues are resolved and the cutover is achieved as

scheduled. Obviously, BellSouth believes that Sprint would expect no less of BellSouth than for BellSouth to expend all reasonable resources to complete a conversion as scheduled. Occasionally however, a facilities shortage problem cannot be resolved by the scheduled cutover date, even given BellSouth's best efforts. If this occurs, BellSouth notifies Sprint immediately.

Q. ON PAGE 27 OF HER DIRECT TESTIMONY MS. CLOSZ STATES THAT "SMNI'S [SPRINT'S] WHOLESALE BILL HAS ALSO BEEN PROBLEMATIC. RATE ELEMENTS HAVE BEEN REPEATEDLY MISAPPLIED AND SPRINT HAS HAD TO REQUEST ADJUSTMENTS EVERY MONTH." PLEASE RESPOND.

A. Ms. Closz is correct that billing problems have occurred. One problem resulted from a human misunderstanding on a particular transaction involving an Access Service Request (ASR) from Sprint. A second problem resulted from an incorrect service order exhibit used in ordering unbundled loops that caused a repeated error.

Billing for the affected months has been corrected. BellSouth is continuing to refine and improve its billing systems and is timely responding to problems such as those cited by Ms. Closz as a part of that process.

Q. WERE THE PROBLEMS IDENTIFIED BY MS. CLOSZ THE SAME

ISSUES RAISED BY SPRINT IN ITS COMPLAINT AGAINST BELLSOUTH BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION IN DOCKET 97-1314-TP?

A. Yes, and all of these issues have been resolved in Florida. BellSouth and Sprint reached agreement settling that complaint on or about March 20, 1998. Thus, I am not sure why Ms. Closz feels compelled to raise the same issues here in Tennessee.

Rebuttal to the direct testimony of Ms. Julia Strow

Q. ON PAGE 18 OF HER DIRECT TESTIMONY, MS. STROW DISCUSSES INTERMEDIA'S ORDER FOR AN UNBUNDLED DS1 CIRCUIT DURING MAY OF 1997. SHE STATES ON PAGE 19 "IT TOOK BELLSOUTH SIX WEEKS TO PROVIDE THE DS1 CIRCUIT. IN CONTRAST, BELLSOUTH'S RETAIL CUSTOMERS CAN OBTAIN A DS1 SERVICE FROM BELLSOUTH IN ONE OR TWO WEEKS." PLEASE RESPOND.

A. First of all, Ms. Strow discusses an incident she alleges occurred almost one year ago. While I cannot comment on the accuracy of Ms. Strow's statement since she does not provide even the minimal information required for a proper analysis and response, I would point out that BellSouth has processed literally thousands of orders for DS1 circuits for CLECs and other telecommunications service providers

without incident. Occasionally, the lack of facilities or some other problem prevents BellSouth from providing a DS1 circuit on time. These problems affect BellSouth's retail customers as well.

Q. ON PAGE 19 OF HER TESTIMONY, MS. STROW DISCUSSES A SECOND INTERMEDIA ORDER FOR A DS1 CIRCUIT. PLEASE RESPOND.

A. Here again, Ms. Strow does not bother to provide any information such as date, Purchase Order Number or any other information to support her claim. More importantly, however, is that, except for Intermedia having to send the order a second time to BellSouth, the end user customer was apparently not inconvenienced and the due date for the order was apparently not missed.

Rebuttal to the direct testimony of Mr. James C. Falvey

Q. MR. FALVEY ASSERTS ON PAGE 15 OF HIS TESTIMONY THAT THE INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH AND ACSI REQUIRES LOOP CUTOVERS TO BE PERFORMED IN FIVE (5) MINUTES OR LESS. IS HE CORRECT?

A. No. The interconnection agreement between BellSouth and ACSI states that the standard time expected from disconnection of a live exchange service to the connection of the unbundled element (that is,

the unbundled loop) to the ACSI collocation equipment is to be five (5) minutes. This physical cross connection work is only one step in the overall cutover process. While five minutes is the "standard time expected from disconnection," the agreement contemplates that a customer could be out of service for up to 15 minutes and that "unusual or unexpected circumstances" were possible that would "prolong or extend the time required to accomplish the coordinated cutover." (Section IV.D.6 and Section IV.D.7). Consistent with the interconnection agreement, in the event an ACSI customer is out of service for more than 15 minutes solely because of BellSouth, BellSouth will waive the applicable non-recurring charges.

Mr. Falvey's own testimony on page 16 affirms that BellSouth is currently provisioning the loops ordered by ACSI Georgia. If ACSI is ordering only a "small number of loops" from BellSouth, that is entirely ACSI's decision. BellSouth stands ready to appropriately respond to ACSI's or any other CLEC's request for unbundled loops in any of the nine states in BellSouth's region.

Q. ON PAGE 17 OF HIS DIRECT TESTIMONY, MR. FALVEY STATES "INDEED, ACSI HAS EVERY INDICATION THAT BELLSOUTH STILL HAS NOT PUT SYSTEMS INTO PLACE FOR PROVISIONING SOME UNBUNDLED LOOPS - SUCH AS ADSL AND HDSL LOOPS -- THAT BY LAW SHOULD HAVE BEEN IN PLACE MONTHS AGO. DOES BELLSOUTH HAVE PROVISIONING AND MAINTENANCE

PROCESSES IN PLACE FOR ADSL AND HDSL LOOPS?

A. Yes. BellSouth stands ready to provide ADSL and HDSL capable loops to CLECs upon request. Because ADSL and HDSL are relatively new technologies (both of which allow state of the art digital signal processing technology to create high capacity circuits to be built using unconditioned copper pairs) I would not expect nearly as large a CLEC demand for ADSL and HDSL capable unbundled loops as, for example, simple unbundled two-wire analog loops. Nonetheless, BellSouth stands ready to provide ADSL and HDSL capable loops to CLECs upon request.

Although he does not so state, I believe Mr. Falvey's real issue with ADSL and HDSL loops relates to a request that ACSI made of BellSouth recently that BellSouth combine two loops together within a BellSouth central office. BellSouth's witness Varner addresses in great detail the topic of combinations of unbundled network elements; however, I note my belief that the issue Mr. Falvey is so vague about in his testimony here is not about whether BellSouth can provide ADSL and HDSL capable unbundled loops to CLECs, but rather whether BellSouth must provide unbundled loops in a BellSouth central office in which a CLEC is <u>not</u> collocated.

Q. ON PAGE 31 OF HIS TESTIMONY, MR. FALVEY STATES "THERE IS NO TECHNICAL REASON WHY THE COORDINATION OF NUMBER

PORTABILITY WITH THE CUTOVER OF AN UNBUNDLED LOOP SHOULD ADD IN ANY SIGNIFICANT MANNER TO THE TOTAL INTERVAL FOR AN UNBUNDLED LOOP. DO YOU AGREE?

A. Yes. As I mentioned earlier in this testimony, BellSouth performed a study of its performance to CLECs in Florida in BellSouth's coordination of loop cutovers with number portability. The results of that study are attached to my testimony as Exhibit WKM-1 and show that BellSouth coordinated these activities effectively. This study clearly demonstrates that BellSouth completed the loop cutover in 6.1 minutes on average and that the number portability work done by BellSouth (that is, completion of required switch translations updates) was completed in 42 seconds.

Q. BEGINNING ON PAGE 45 OF HIS DIRECT TESTIMONY, MR. FALVEY ALLEGES THAT BELLSOUTH HAS REFUSED TO IMPLEMENT ACSI'S RESALE ORDERS IN A TIMELY MANNER AND CITES ITS EXPERIENCE WITH ITS END USER CUSTOMER PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY (PROVIDENT) AS THE BASIS FOR ACSI'S CLAIM. HAS BELLSOUTH REFUSED TO IMPLEMENT ACSI'S RESALE ORDERS IN A TIMELY MANNER AS MR. FALVEY ASSERTS?

A. No. Mr. Falvey touches on three different topics: (1) BellSouth's providing ACSI with Customer Service Record (CSR) information; (2)

BellSouth's tagging of network interface information (jacks) at the customer's premises; and (3) provisioning of loop start versus group start lines to the customer. I will discuss each of these topics in the paragraphs that follow.

Mr. Falvey rightly states that BellSouth required ACSI to request CSR information on a telephone number basis. Although Mr. Falvey fails to so state, the Customized Large User Bill or "CLUB" bill Mr. Falvey refers to was provided to ACSI not by BellSouth but rather by the end user customer. Because the CLUB bill format does not provide the service and equipment information that ACSI was seeking, BellSouth requested ACSI to give BellSouth the telephone numbers for which ACSI wanted information. This practice is in accordance with the terms of the interconnection agreement between BellSouth and ACSI. So, once ACSI requested the information, BellSouth provided it.

Mr. Falvey next turns to the topic of BellSouth's providing network interface information such as jack location. As ACSI well knows, the order that ACSI places with BellSouth includes a section by which ACSI can request such information be provided. In this case, BellSouth did not provide this information simply because ACSI did not request it. However, once ACSI did request the information, and as Mr. Falvey points out, BellSouth responded by providing such.

Next, Mr. Falvey turns to the topic of provisioning of loop start lines

versus ground start lines. BellSouth is without knowledge of the facts in the incident Mr. Falvey alleges. I should note that Mr. Falvey provided no information, such as Purchase Order Number or telephone number, both of which ACSI would have, in order for a proper analysis of the facts to be made here.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.

CLEC CUTOVER ACTIVITY
January 1998

Be[illegible]outh Telecommunications, Inc.
Tennessee Regulatory Authority Docket No. 97-00309
Exhibit WKM-1

QUANTITY	TYPE	SCHEDULED	SCHEDULED	ACTUAL	ACTUAL	TOTAL	MINS PER	INTERVAL	DUE	COMPL.
LOOPS	ORDER	START TIME	COMPL. TIME	START TIME	COMPL. TIME	MINS	LOOP	MET?	DATE	DATE
1	d,c,n	1000	1015	0932	0940	8	8	YES	1/5/98	1/5/98
2	d,c,n	1100	1130	1119	1124	5	2.50	YES	1/5/98	1/5/98
1	d,c,n	1030	1045	1012	1516	504	504.00	NO	1/5/98	1/5/98
1	d,c,n	0900	0915	0912	0923	11	11.00	YES	1/5/98	1/5/98
1	d,c,n	1030	1045	1010	1502	492	492.00	NO	1/5/98	1/5/98
1	d,c,n	1030	1045	1010	1135	125	125.00	NO	1/5/98	1/5/98
14	d,c,n	1200	1530	1436	1525	89	6.36	YES	1/5/98	1/5/98
1	d,c,n	1000	1015	1000	1011	11	11.00	YES	1/6/98	1/6/98
1	d,c,n	0930	0945	1018	1023	5	5.00	YES	1/6/98	1/6/98
1	d,c,n	1100	1115	1102	1109	7	7.00	YES	1/6/98	1/6/98
8	d,c,n	1300	1500	1339	1413	74	9.25	YES	1/6/98	1/6/98
1	d,c,n	0800	0815	0800	0801	1	1.00	YES	1/6/98	1/6/98
1	d,c,n	0830	0845	0846	0853	7	7.00	YES	1/6/98	1/6/98
4	d,c,n	0900	1000	0857	0906	49	12.25	YES	1/7/98	1/7/98
6	c	1600	1730	1559	1635	76	12.67	YES	1/8/98	1/8/98
3	d,c,n	0700	0745	0901	0909	8	2.67	YES	1/8/98	1/8/98
10	d,c,n	1130	1400	1428	1436	8	0.80	YES	1/8/98	1/8/98
3	d,c,n	0900	0945	1053	1056	3	1.00	YES	1/8/98	1/8/98
6	d,c,n	700	na	727	831	104	17.33	YES	1/5/98	1/5/98
1	d,c,n	700	na	738	750	12	12.00	YES	1/5/98	1/5/98
4	d,c,n	1600	na	1558	1606	48	12.00	YES	1/6/98	1/6/98
5	d,c,n	?	na	0805	0812	7	1.40	YES	1/7/98	1/7/98
4	d,c,n	700	na	712	720	8	2.00	YES	1/7/98	1/7/98
1	d,c,n	0800	na	0805	0812	7	7.00	YES	1/7/98	1/7/98
4	d,c,n	1600	na	1556	1607	51	12.75	YES	1/8/98	1/8/98
4	d,c,n	0700	na	0723	0837	114	28.50	YES	1/8/98	1/8/98
3	d,c,n	800	na	836	858	22	7.33	YES	1/8/98	1/8/98
6	d,c,n	1700	na	1755	2015	260	43.33	YES	1/5/98	1/8/98
10	c	na	na	1903	1913	10	1.00	YES	1/20/98	1/5/98
10	c	na	na	1903	1913	10	1.00	YES	1/20/98	1/5/98
18	d	1800	300	1809	1822	13	0.72	YES	1/15/98	1/6/98
18	c	1800	0300	1809	1822	13	0.72	YES	1/15/98	1/6/98
25	d,c,n	1700	0530	1711	1913	202	8.08	YES	1/7/98	1/7/98
5	d,c,n	1700	1815	1711	1913	202	40.40	YES	1/7/98	1/7/98
8	c	na	na	1836	1859	23	2.88	YES	1/15/98	1/7/98
4	c	na	na	1901	1927	26	6.50	YES	1/16/98	1/7/98
3	c	na	na	1846	1850	4	1.33	YES	1/19/98	1/7/98
3	c	na	na	1950	1951	1	0.33	YES	1/19/98	1/7/98
14	c	1800	100	1814	1823	9	0.64	YES	1/15/98	1/8/98
14	c	1800	0100	1814	1823	9	0.64	YES	1/15/98	1/8/98
2	c	na	na	1918	1922	4	2.00	YES	1/20/98	1/8/98
5	c	na	na	1908	1916	8	1.60	YES	1/16/98	1/8/98
7	d,c,n	0800	1000	1125	1138	13	1.86	YES	1/5/98	1/5/98
2	d,c,n	700	900	719	722	3	1.50	YES	1/5/98	1/5/98
6	d,c,n	1600	1800	1615	1657	42	7.00	YES	1/5/98	1/5/98
4	d,c,n	1730	1930	1733	1737	4	1.00	YES	1/5/98	1/5/98
9	d,c,n	0700	0900	0709	0732	23	2.56	YES	1/5/98	1/5/98

3	d,c,n	700	900	709	717	8	2.67	YES	1/7/98	1/5/98
5	d,c,n	1700	1900	1703	1719	16	3.20	YES	1/5/98	1/5/98
4	d,c,n	1200	1400	1200	1207	7	1.75	YES	1/6/98	1/6/98
6	d,c,n	1730	1930	1733	1753	20	3.33	YES	1/6/98	1/6/98
3	d,c,n	1700	1900	1711	1723	12	4.00	YES	1/6/98	1/6/98
3	d,c,n	1800	2000	1804	1814	10	3.33	YES	1/6/98	1/6/98
1	d,c	1500	1700	1451	1501	50	50.00	YES	1/7/98	1/7/98
4	d,c,n	1530	1730	1538	1548	10	2.50	YES	1/7/98	1/7/98
1	d,c	2100	2300	2159	2204	45	45.00	YES	1/7/98	1/7/98
5	d,c,n	1630	1830	1643	1705	62	12.40	YES	1/7/98	1/7/98
9	d,c,n	1700	1900	1705	1725	20	2.22	YES	1/7/98	1/7/98
8	d,c,n	2100	2300	2127	2157	30	3.75	YES	1/7/98	1/7/98
1	d,c	2100	2300	2159	2209	50	50.00	YES	1/7/98	1/7/98
2	d,c,n	1500	1700	1452	1455	3	1.50	YES	1/7/98	1/7/98
1	d,c	1300	1500	1302	1308	6	6.00	YES	1/8/98	1/8/98
4	d,c,n	1800	2000	1702	1717	15	3.75	YES	1/8/98	1/8/98
3	d,c,n	0800	1000	0905	0946	41	13.67	YES	1/7/98	1/8/98
6	d,c,n	0800	1000	0800	0809	9	1.50	YES	1/8/98	1/8/98
1	d,c,n	1700	1900	1703	1716	13	13.00	YES	1/8/98	1/8/98
2	d,c,n	0800	1000	0815	0836	21	10.50	YES	1/8/98	1/8/98
3	d,c,n	1000	1200	1014	1023	9	3.00	YES	1/8/98	1/8/98
1	c	1700	1900	1826	1922	96	96.00	YES	1/8/98	1/8/98
3	d,c,n	1600	1800	1607	1621	14	4.67	YES	1/8/98	1/8/98
13	c	1700	1900	1734	1846	112	8.62	YES	1/8/98	1/8/98
10	d,c,n	700	900	726	815	89	8.90	YES	1/8/98	1/8/98
4	d,c,n	1000	1100	1025	1044	19	4.75	YES	1/13/98	1/13/98
1	c,n	0800	0815	0806	0809	3	3.00	YES	1/14/98	1/14/98
7	d,c,n	1200	1345	1205	1336	131	18.71	YES	1/15/98	1/15/98
5	d,c,n	0900	1015	0904	0906	2	0.40	YES	1/15/98	1/15/98
5	d,c,n	1300	1415	1407	1719	312	62.40	NO	1/19/98	1/19/98
1	d,c,n	0900	0915	0857	0858	1	1.00	YES	1/19/98	1/19/98
1	d,c,n	0900	0915	0904	0905	1	1.00	YES	1/19/98	1/19/98
3	d,c,n	1600	na	1548	1550	2	0.67	YES	1/12/98	1/12/98
4	d,c,n	1700	na	1658	1701	43	10.75	YES	1/12/98	1/12/98
4	d,c,n	1700	na	1712	1715	3	0.75	YES	1/13/98	1/13/98
6	d,c,n	1600	na	1602	1605	3	0.50	YES	1/13/98	1/13/98
2	d,c,n	1600	na	1542	1547	5	2.50	YES	1/14/98	1/14/98
2	d,c,n	1700	na	1635	1643	8	4.00	YES	1/14/98	1/14/98
1	c,c,n	0800	na	1024	1142	118	118.00	YES	######	1/14/98
4	d,c,n	1700	na	1625	1637	12	3.00	YES	1/16/98	1/16/98
2	c,c,n	0900	na	0903	1139	236	118.00	YES	1/16/98	1/16/98
2	d,c,n	1600	na	1559	1601	42	21.00	YES	1/19/98	1/19/98
4	d,c,n	0800	na	0808	0814	6	1.50	YES	1/19/98	1/19/98
1	d,c,n	0900	na	1016	1019	3	3.00	YES	1/19/98	1/19/98
1	d,c,n	0900	na	1019	1023	4	4.00	YES	1/19/98	1/19/98
2	d,c,n	0900	na	1010	1015	5	2.50	YES	1/19/98	1/19/98
2	d,c,n	1000	1200	1003	1047	44	22.00	YES	1/12/98	1/12/98
1	d,c,n	1700	1900	1730	1745	15	15.00	YES	1/12/98	1/12/98
4	d,c,n	1700	1900	1730	1822	92	23.00	YES	1/12/98	1/12/98

3	d,c,n	0900	1100	0845	0944	99	33.00	YES	1/12/98	1/12/98
1	d,c,n	1300	1500	1309	1310	1	1.00	YES	1/12/98	1/12/98
1	d,c,n	1700	1900	1730	1735	5	5.00	YES	1/12/98	1/12/98
1	d,c,n	1700	1900	1730	1735	5	5.00	YES	1/12/98	1/12/98
5	d,c,n	1300	1500	1338	1344	6	1.20	YES	1/12/98	1/12/98
1	d,c,n	0800	1000	0830	0835	5	5.00	YES	1/13/98	1/13/98
5	d,c,n	1000	1200	1014	1028	14	2.80	YES	1/13/98	1/13/98
1	d,c,n	0800	1000	0810	0817	7	7.00	YES	1/13/98	1/13/98
3	d,c,n	0900	1100	1015	1020	5	1.67	YES	1/14/98	1/14/98
1	d,c,n	0900	1100	0910	0933	23	23.00	YES	1/14/98	1/14/98
10	c,c,n	1700	1900	1721	1948	227	22.70	YES	1/14/98	1/14/98
5	d,c,n	?	?	1703	1711	8	1.60	YES	1/14/98	1/14/98
6	d,c,n	0715	0915	0718	0734	16	2.67	YES	1/14/98	1/14/98
1	d,c,n	0900	1100	0944	0958	14	14.00	YES	1/14/98	1/14/98
4	d,c,n	1700	1900	1721	1733	12	3.00	YES	1/14/98	1/14/98
3	d,c,n	1600	1800	1612	1653	41	13.67	YES	1/14/98	1/14/98
6	d,c,n	0900	1100	0910	0940	30	5.00	YES	1/14/98	1/14/98
1	d,c,n	0700	0900	0703	0706	3	3.00	YES	1/15/98	1/15/98
3	d,c,n	0700	0900	0705	0836	131	43.67	YES	1/15/98	1/15/98
1	d,c,n	0700	0900	0705	0732	27	27.00	YES	1/15/98	1/15/98
1	d,c,n	0700	0900	0703	0731	28	28.00	YES	1/15/98	1/15/98
1	d,c,n	1100	1300	1107	1117	10	10.00	YES	1/15/98	1/15/98
1	d,c,n	1400	1600	1417	1440	23	23.00	YES	1/15/98	1/15/98
3	d,c,n	1100	1300	1107	1122	15	5.00	YES	1/15/98	1/15/98
1	d,c,n	0800	1000	0805	0807	2	2.00	YES	1/15/98	1/15/98
1	d,c,n	0700	0900	0703	0706	3	3.00	YES	1/15/98	1/15/98
3	d,c,n	1400	1600	1411	1441	30	10.00	YES	1/15/98	1/15/98
1	d,c,n	1200	1400	1218	1226	8	8.00	YES	1/15/98	1/15/98
8	d,c,n	1330	1530	1329	1410	81	10.13	YES	1/16/98	1/16/98
2	d,c,n	0800	1000	0811	0813	2	1.00	YES	1/16/98	1/16/98
8	d,c,n	1700	1900	1705	1752	47	5.88	YES	1/16/98	1/16/98
4	d,c,n	0700	0900	0708	0724	16	4.00	YES	1/16/98	1/16/98
1	d,c,n	?	?	0712	0717	5	5.00	YES	1/16/98	1/16/98
1	d,c,n	1700	1900	1706	1726	20	20.00	YES	1/16/98	1/16/98
8	d,c,n	1500	1700	1501	1514	13	1.63	YES	1/16/98	1/16/98
2	d,c,n	0700	0900	0730	0735	5	2.50	YES	1/16/98	1/16/98
6	d,c,n	1500	1700	1506	1514	8	1.33	YES	1/16/98	1/16/98
4	d,c,n	1600	1800	1601	1621	20	5.00	YES	1/16/98	1/16/98
1	d,c,n	1330	1530	1329	1406	77	77.00	YES	1/16/98	1/16/98
4	d,c,n	0800	1000	0804	0810	6	1.50	YES	1/16/98	1/16/98
3	d,c,n	0800	1000	0811	0830	19	6.33	YES	1/16/98	1/16/98
1	d,c,n	0700	0900	0710	0713	3	3.00	YES	1/19/98	1/19/98
1	d,c,n	0700	0900	0710	0718	8	8.00	YES	1/19/98	1/19/98
10	d,c,n	0730	0930	0825	0845	20	2.00	YES	1/19/98	1/19/98
6	d,c,n	1400	1600	1416	1436	20	3.33	YES	1/19/98	1/19/98
4	d,c,n	1000	1200	1003	1033	30	7.50	YES	1/19/98	1/19/98
10	d,c,n	1800	2000	1824	1859	35	3.50	YES	1/19/98	1/19/98
1	d,c,n	1400	1600	1416	1436	20	20.00	YES	1/19/98	1/19/98
2	d,c,n	1005	1205	1003	1033	30	15.00	YES	1/19/98	1/19/98

1	d,c,n	0735	0935	0846	0919	73	73.00	YES	1/19/98	1/19/98
5	d,c,n	1300	1415	1407	1420	13	2.6	YES	1/19/98	1/19/98
2	d,c,n	0900	0930	0904	0905	1	0.50	YES	1/19/98	1/19/98
2	d,c,n	0900	0930	1402	1409	7	3.50	NO	1/20/98	1/20/98
2	d,c,n	0800	0830	0804	0813	9	4.50	YES	1/20/98	1/20/98
1	d,c,n	1400	1415	1334	1340	6	6.00	YES	1/20/98	1/20/98
4	d,c,n	1300	1400	1301	1314	13	3.25	YES	1/21/98	1/21/98
2	d,c,n	1600	na	1559	1601	42	21.00	YES	1/19/98	1/19/98
4	d,c,n	0800	na	0808	0814	6	1.50	YES	1/19/98	1/19/98
1	d,c,n	0900	na	0910	0923	13	13.00	YES	1/19/98	1/19/98
1	d,c,n	0900	na	0910	0923	13	13.00	YES	1/19/98	1/19/98
2	d,c,n	0900	na	0910	0923	13	6.50	YES	1/19/98	1/19/98
4	d,c,n	1100	na	1109	1112	3	0.75	YES	1/20/98	1/20/98
2	d,c,n	1100	na	1114	1125	11	5.50	YES	1/20/98	1/20/98
2	d,c,n	0700	na	0728	0733	5	2.50	YES	1/20/98	1/20/98
3	d,c,n	1700	na	1658	1705	47	15.67	YES	1/21/98	1/21/98
1	d,c,n	1700	na	1658	1705	47	47.00	YES	1/21/98	1/21/98
3	d,c,n	0900	na	0916	0920	4	1.33	YES	1/21/98	1/21/98
6	d,c,n	1600	na	1613	1617	4	0.67	YES	1/22/98	1/22/98
3	d,c,n	0700	na	0703	0711	8	2.67	YES	1/23/98	1/23/98
9	c	na	na	1825	1859	34	3.78	YES	1/15/98	1/19/98
6	c	na	na	1939	1950	11	1.83	YES	1/20/98	1/19/98
13	c	na	na	1913	1931	18	1.38	YES	1/19/98	1/19/98
6	c	na	na	1939	1950	11	1.83	YES	1/20/98	1/19/98
11	c	1800	2330	1954	2016	62	5.64	YES	1/20/98	1/19/98
13	c	na	na	1913	1931	18	1.38	YES	1/19/98	1/19/98
11	c	1800	2330	1954	2016	62	5.64	YES	1/20/98	1/19/98
2	c	na	na	2035	2039	4	2.00	YES	1/22/98	1/20/98
3	c	1800	1930	1853	1857	4	1.33	YES	1/20/98	1/20/98
1	c	na	na	1821	1825	4	4.00	YES	1/20/98	1/20/98
3	c	1800	1930	1853	1857	4	1.33	YES	1/20/98	1/20/98
1	c	na	na	1846	1849	3	3.00	YES	1/20/98	1/20/98
8	c	na	na	1900	1918	18	2.25	YES	1/20/98	1/20/98
13	c	na	na	2042	2102	60	4.62	YES	1/26/98	1/20/98
1	c	na	na	1821	1825	4	4.00	YES	1/20/98	1/20/98
2	c	na	na	1838	1841	3	1.50	YES	1/20/98	1/20/98
13	c	na	na	1935	1959	24	1.85	YES	1/20/98	1/20/98
1	c	na	na	1833	1835	2	2.00	YES	1/20/98	1/20/98
13	c	na	na	1935	1959	24	1.85	YES	1/20/98	1/20/98
1	c	na	na	1833	1835	2	2.00	YES	1/20/98	1/20/98
13	c	na	na	2042	2102	60	4.62	YES	1/26/98	1/20/98
9	c	na	na	1825	1859	34	3.78	YES	1/15/98	1/20/98
1	c	na	na	1846	1849	3	3.00	YES	1/20/98	1/20/98
2	c	na	na	2035	2039	4	2.00	YES	1/22/98	1/20/98
8	c	na	na	1900	1918	18	2.25	YES	1/20/98	1/20/98
2	c	na	na	1838	1841	3	1.50	YES	1/20/98	1/20/98
11	c	na	na	1917	1939	22	2.00	YES	1/26/98	1/22/98
3	c	1800	1930	1829	1908	79	26.33	YES	1/22/98	1/22/98
12	c	1800	1930	1829	1908	79	6.58	YES	1/23/98	1/22/98

3	c	na	na	1809	1826	17	5.67	YES	1/22/98	1/22/98
13	c	1800	1930	1829	1908	79	6.08	YES	1/23/98	1/22/98
11	c	na	na	1917	1939	22	2.00	YES	1/26/98	1/22/98
13	c	na	na	2001	2032	31	2.38	YES	1/26/98	1/23/98
13	c	na	na	2001	2032	31	2.38	YES	1/26/98	1/23/98
6	c	na	na	1830	1848	18	3.00	YES	1/20/98	1/23/98
6	c	na	na	1830	1848	18	3.00	YES	1/20/98	1/23/98
12	c	na	na	1809	1826	17	1.42	YES	1/22/98	1/23/98
9	c	na	na	1823	1836	13	1.44	YES	1/20/98	1/23/98
12	c	na	na	1937	1955	18	1.50	YES	1/23/98	1/23/98
12	c	na	na	1937	1955	18	1.50	YES	1/23/98	1/23/98
12	c	na	na	1839	1922	83	6.92	YES	1/21/98	1/23/98
9	c	na	na	1823	1836	13	1.44	YES	1/20/98	1/23/98
12	c	na	na	1839	1922	83	6.92	YES	1/21/98	1/23/98
3	d,c,n	1800	na	1848	1922	74	24.67	YES	1/20/98	1/20/98
1	d,c,n	1800	na	1849	1921	72	72.00	YES	1/20/98	1/20/98
1	d,c,n	0700	0900	0704	0713	9	9.00	YES	1/19/98	1/19/98
1	d,c,n	0700	0900	0704	0713	9	9.00	YES	1/19/98	1/19/98
10	d,c,n	0730	0930	0825	0845	20	2.00	YES	1/19/98	1/19/98
6	d,c,n	1400	1600	1416	1421	5	0.83	YES	1/19/98	1/19/98
4	d,c,n	1000	1200	1003	1023	20	5.00	YES	1/19/98	1/19/98
10	d,c,n	1800	2000	1824	1859	35	3.50	YES	1/19/98	1/19/98
1	d,c,n	1400	1600	1416	1422	6	6.00	YES	1/19/98	1/19/98
2	d,c,n	1005	1205	1003	1024	21	10.50	YES	1/19/98	1/19/98
1	d,c,n	0735	0935	0846	0846	0	0.00	YES	1/19/98	1/19/98
9	d,c,n	1000	1200	1014	1023	9	1.00	YES	1/20/98	1/20/98
11	d,c,n	0830	1030	0853	0941	88	8.00	YES	1/20/98	1/20/98
5	d,c,n	1700	1900	1707	1747	40	8.00	YES	1/20/98	1/20/98
7	c	0800	1000	0845	0912	67	9.57	YES	1/20/98	1/20/98
4	d,c,n	0900	1100	0916	0922	6	1.50	YES	1/20/98	1/20/98
2	d,c,n	1400	1600	1408	1411	3	1.50	YES	1/20/98	1/20/98
9	d,c,n	0630	0830	0647	0658	11	1.22	YES	1/21/98	1/21/98
1	d,c,n	1700	1900	1708	1826	118	118.00	YES	1/21/98	1/21/98
6	d,c,n	1700	1900	1728	1741	13	2.17	YES	1/21/98	1/21/98
1	d,c	1700	1900	1708	1714	6	6.00	YES	1/21/98	1/21/98
9	d,c,n	1300	1500	1313	1345	32	3.56	YES	1/21/98	1/21/98
2	d,c	1700	1900	1708	1713	5	2.50	YES	1/21/98	1/21/98
10	d,c,n	1700	1900	1710	1725	15	1.50	YES	1/21/98	1/21/98
1	d,c,n	0630	0830	0735	0736	1	1.00	YES	1/21/98	1/21/98
1	d,c,n	1700	1900	1710	1724	14	14.00	YES	1/21/98	1/21/98
1	d,c,n	0800	1000	0802	0804	2	2.00	YES	1/21/98	1/21/98
5	d,c,n	1330	1530	1341	1346	5	1.00	YES	1/21/98	1/21/98
5	d,c,n	1330	1530	1341	1346	5	1.00	YES	1/21/98	1/21/98
8	d,c,n	0800	1000	0814	0824	10	1.25	YES	1/22/98	1/22/98
1	d,c,n	0800	1000	0814	0820	6	6.00	YES	1/22/98	1/22/98
1	d,c,n	0430	0630	0539	0545	6	6.00	YES	1/22/98	1/22/98
2	d,c,n	0430	0630	0530	0537	7	3.50	YES	1/22/98	1/22/98
1	d,c,n	0800	1000	0814	0825	11	11.00	YES	1/22/98	1/22/98
2	d,c,n	0430	0630	0529	0537	8	4.00	YES	1/22/98	1/22/98

4	d,c,n	1000	1200	1016	1022	6	1.50	YES	1/22/98	1/22/98
1	d,c,n	0430	0630	0539	0545	6	6.00	YES	1/22/98	1/22/98
1	d,c,n	1000	1200	1017	1020	3	3.00	YES	1/22/98	1/22/98
20	d,c,n	0430	0630	0452	0525	73	3.65	YES	1/22/98	1/22/98
1	d,c,n	1400	1600	1404	1405	1	1.00	YES	1/22/98	1/22/98
1	d,c,n	0430	0630	0538	0546	8	8.00	YES	1/22/98	1/22/98
1	d,c,n	0430	0630	0539	0545	6	6.00	YES	1/22/98	1/22/98
1	d,c,n	0430	0630	0530	0537	7	7.00	YES	1/22/98	1/22/98
1	d,c,n	1700	1900	1715	1726	11	11.00	YES	1/23/98	1/23/98
4	d,c,n	1600	1800	1558	1604	46	11.50	YES	1/23/98	1/23/98
11	d,c,n	0700	0900	0713	0728	15	1.36	YES	1/23/98	1/23/98
1	d,c,n	1600	1800	1539	1548	9	9.00	YES	1/23/98	1/23/98
5	d,c,n	1700	1900	1715	1727	12	2.40	YES	1/23/98	1/23/98
1	d,c,n	1830	2030	1836	1850	14	14.00	YES	1/23/98	1/23/98
1	d,c,n	1600	1800	1539	1549	10	10.00	YES	1/23/98	1/23/98
10	d,c,n	0800	1000	0820	0827	7	0.70	YES	1/23/98	1/23/98
17	d,c,n	1400	1600	1406	1502	96	5.65	YES	1/23/98	1/23/98
4	d,c,n	0800	1000	0808	0823	15	3.75	YES	1/23/98	1/23/98
1	d,c,n	0600	0615	0610	0615	5	5	YES	1/27/98	1/27/98
1	d,c,n	1100	1115	0826	0828	2	2.00	YES	1/27/98	1/27/98
7	d,c,n	0600	0745	0617	0626	9	1.29	YES	1/27/98	1/27/98
7	d,c,n	0800	0945	0806	0813	7	1.00	YES	1/27/98	1/27/98
1	d,c,n	0600	0615	0610	0616	6	6.00	YES	1/27/98	1/27/98
8	d,c,n	0800	1000	0816	0834	18	2.25	YES	1/28/98	1/28/98
3	d,c,n	0800	0845	0937	0939	2	0.67	No	1/28/98	1/28/98
4	d,c,n	0730	0830	0730	0734	4	1.00	YES	1/29/98	1/29/98
2	d,c,n	0800	0830	0754	0801	47	23.50	YES	1/30/98	1/30/98
11	d,c,n	1700	na	1649	1702	53	4.82	YES	1/27/98	1/27/98
2	d,c,n	1700	na	1746	1750	4	2.00	YES	1/27/98	1/27/98
3	d,c,n	0800	na	0810	0814	4	1.33	YES	1/28/98	1/28/98
1	d,c,n	0800	na	0818	0820	2	2.00	YES	1/28/98	1/28/98
6	d,c,n	1400	na	1400	1421	21	3.50	YES	1/30/98	1/30/98
6	c	1800	2100	1805	1816	11	1.83	YES	1/22/98	1/26/98
10	c	1800	2300	1823	1912	89	8.90	YES	1/21/98	1/26/98
10	c	na	na	1827	1842	15	1.50	YES	1/27/98	1/27/98
7	c	na	na	1816	1839	23	3.29	YES	1/30/98	1/28/98
6	c	na	na	1823	1838	15	2.50	YES	2/2/98	1/28/98
7	c	na	na	1848	1926	78	11.14	YES	1/30/98	1/28/98
8	c	na	na	1848	1927	79	9.88	YES	1/30/98	1/28/98
6	c	na	na	1855	1927	72	12.00	YES	2/2/98	1/28/98
1	c	na	na	1932	1942	10	10.00	YES	1/30/98	1/28/98
7	c	na	na	1900	1931	31	4.43	YES	2/2/98	1/29/98
7	c	na	na	1900	1910	10	1.43	YES	2/3/98	1/29/98
8	c	na	na	1828	1857	29	3.63	YES	2/3/98	1/29/98
10	c	na	na	1811	1830	19	1.90	YES	2/3/98	1/29/98
4	c	na	na	1915	1949	34	8.50	YES	2/2/98	1/29/98
7	c	na	na	1825	1907	82	11.71	YES	2/3/98	1/29/98
7	c	na	na	1813	1842	29	4.14	YES	2/2/98	1/30/98
10	c	na	na	1813	1842	29	2.90	YES	2/3/98	1/30/98

7	c	na	na	1844	1905	61	8.71	YES	2/2/98	1/30/98
9	c	na	na	1905	1905	0	0.00	YES	2/3/98	1/30/98
2	c	na	na	1908	1924	16	8.00	YES	2/3/98	1/30/98
11	d,c,n	1700	1900	1712	1735	23	2.09	YES	1/26/98	1/26/98
1	d,c,n	0900	1100	0911	0911	0	0.00	YES	1/29/98	1/26/98
1	d,c,n	1700	1900	1712	1735	23	23.00	YES	1/26/98	1/26/98
5	d,c,n	0700	0900	0718	0728	10	2.00	YES	1/26/98	1/26/98
1	d,c,n	0700	0900	0717	0728	11	11.00	YES	1/26/98	1/26/98
5	d,c,n	0800	1000	0824	0829	5	1.00	YES	1/27/98	1/27/98
9	d,c,n	1700	1900	1706	1714	8	0.89	YES	1/27/98	1/27/98
5	d,c,n	1700	1900	1714	1723	9	1.80	YES	1/27/98	1/27/98
1	d,c,n	0800	1000	0918	0919	1	1.00	YES	1/27/98	1/27/98
3	d,c,n	1600	1800	1605	1614	9	3.00	YES	1/27/98	1/27/98
1	d,c,n	0800	1000	0909	0910	1	1.00	YES	1/27/98	1/27/98
3	r	1700	na	1752	1915	163	54.33	YES	1/28/98	1/28/98
7	d,c,n	1730	1930	1735	1744	9	1.29	YES	1/28/98	1/28/98
2	d,c,n	0900	1100	0905	0906	1	0.50	YES	1/28/98	1/28/98
5	d,c,n	1530	1730	1531	1535	4	0.80	YES	1/28/98	1/28/98
10	d,c,n	1700	1900	1714	1724	10	1.00	YES	1/28/98	1/28/98
6	d,c,n	1400	1600	1406	1411	5	0.83	YES	1/28/98	1/28/98
2	d,c,n	0800	1000	0837	0841	4	2.00	YES	1/28/98	1/28/98
4	r	1700	na	1752	1916	164	41.00	YES	1/28/98	1/28/98
1	d,c,n	1730	1930	1735	1744	9	9.00	YES	1/28/98	1/28/98
8	d,c,n	1500	1700	1504	1511	7	0.88	YES	1/28/98	1/28/98
1	d,c,n	1500	1700	1504	1510	6	6.00	YES	1/28/98	1/28/98
6	d,c,n	1000	1200	1003	1021	18	3.00	YES	1/28/98	1/28/98
1	d,c,n	0700	0900	0708	0709	1	1.00	YES	1/20/98	1/28/98
10	d,c,n	1600	1800	1612	1629	17	1.70	YES	1/28/98	1/28/98
1	d,c,n	0800	1000	0816	0817	1	1.00	YES	1/28/98	1/28/98
1	d,c,n	1100	1300	1104	1106	2	2.00	YES	1/29/98	1/29/98
1	d,c,n	1700	1900	1713	1717	4	4.00	YES	1/29/98	1/29/98
1	d,c,n	1700	1900	1714	1717	3	3.00	YES	1/29/98	1/29/98
7	d,c,n	1800	2000	1804	1815	11	1.57	YES	1/29/98	1/29/98
1	d,c,n	1700	1900	1713	1717	4	4.00	YES	1/29/98	1/29/98
2	d,c	1700	1900	1727	1730	3	1.50	YES	1/29/98	1/29/98
25	d,c,n	1630	1830	1721	1757	36	1.44	YES	1/29/98	1/29/98
8	d,c,n	1630	1830	1648	1656	8	1.00	YES	1/29/98	1/29/98
5	d,c,n	1630	1830	1711	1721	10	2.00	YES	1/29/98	1/29/98
3	d,c,n	1700	1900	1731	1740	9	3.00	YES	1/29/98	1/29/98
1	d,c,n	1630	1830	1709	1711	2	2.00	YES	1/29/98	1/29/98
8	d,c,n	1700	1900	1800	1821	21	2.63	YES	1/29/98	1/29/98
5	d,c,n	1700	1900	1756	1806	50	10.00	YES	1/28/98	1/29/98
1	d,c,n	0930	1130	0942	0943	1	1.00	YES	1/30/98	1/30/98
1	d,c,n	0900	1100	0914	0939	25	25.00	YES	1/30/98	1/30/98
1	d,c,n	0900	1100	0914	0939	25	25.00	YES	1/30/98	1/30/98
1	d,c,n	0700	0900	0728	0734	6	6.00	YES	1/30/98	1/30/98
3	d,c,n	0700	0900	0728	0734	6	2.00	YES	1/30/98	1/30/98
4	d,c,n	1000	1200	1029	1044	15	3.75	YES	1/30/98	1/30/98
1	d,c,n	0900	1100	0914	0939	25	25.00	YES	1/30/98	1/30/98

4	d,c,n	0815	1015	0824	0830	6	1.50	YES	1/30/98	1/30/98
3	d,c,n	0900	1100	0914	0939	25	8.33	YES	1/30/98	1/30/98

QUANTITY	TYPE	SCHEDULED	SCHEDULED	ACTUAL	ACTUAL	TOTAL	MINS PER	INTERVAL	DUE	COMPL.
LOOPS	ORDER	START TIME	COMPL. TIME	START TIME	COMPL. TIME	MINS	LOOP	MET?	DATE	DATE
2	d,c,n	1000	1030	1025	1031	6	3	YES	2/3/98	2/3/98
6	d,c,n	1300	1430	1440	1639	199	33.17	NO	2/4/98	2/4/98
1	d,c,n	1700	na	1647	1649	2	2.00	YES	2/2/98	2/2/98
6	d,c,n	1700	na	1653	1705	52	8.67	YES	2/2/98	2/2/98
2	d,c,n	0700	na	0655	0656	1	0.50	YES	1/30/98	2/2/98
3	d,c,n	1500	na	1451	1456	5	1.67	YES	2/3/98	2/3/98
6	d,c,n	0900	na	0907	0912	5	0.83	YES	2/4/98	2/4/98
9	d,c,n	0700	1130	1234	1249	15	1.67	NO	2/2/98	2/2/98
4	d,c,n	0700	0900	1254	1301	47	11.75	NO	2/2/98	2/2/98
11	d,c,n	0700	1230	1254	1345	91	8.27	NO	2/2/98	2/2/98
10	d,c,n	0700	1200	1134	1209	75	7.50	NO	2/2/98	2/2/98
2	c	na	na	1913	1924	11	5.50	YES	2/3/98	2/3/98
2	c	na	na	1913	1924	11	5.50	YES	2/3/98	2/3/98
4	c	na	na	1812	1820	8	2.00	YES	2/3/98	2/4/98
1	d,c,n	1300	1500	1305	1310	5	5.00	YES	2/2/98	2/2/98
4	d,c,n	1600	1800	1610	1616	6	1.50	YES	2/2/98	2/2/98
12	d,c,n	1730	1930	1604	1623	19	1.58	YES	2/3/98	2/3/98
4	d,c,n	0700	0900	0704	0711	7	1.75	YES	2/3/98	2/3/98
1	d,c,n	1100	1300	1108	1114	6	6.00	YES	2/3/98	2/3/98
3	d,c,n	0900	1100	0907	0909	2	0.67	YES	2/3/98	2/3/98
6	d,c,n	1100	1300	1108	1114	6	1.00	YES	2/3/98	2/3/98
4	d,c	1100	1300	1105	1113	8	2.00	YES	2/3/98	2/3/98
3	d,c,n	1300	1500	1305	1310	5	1.67	YES	2/4/98	2/4/98
1	d,c,n	1500	1700	1514	1534	20	20.00	YES	2/4/98	2/4/98
9	d,c,n	1600	1800	1611	1628	17	1.89	YES	2/4/98	2/4/98
4	d,c,n	1500	1700	1507	1512	5	1.25	YES	2/4/98	2/4/98
3	d,c,n	1500	1700	1510	1513	3	1.00	YES	2/4/98	2/4/98
3	d,c,n	0730	0930	0757	0803	46	15.33	YES	2/4/98	2/4/98
1	d,c	1500	1700	1514	1534	20	20.00	YES	2/4/98	2/4/98
1	d,c,n	1800	2000	1802	1824	22	22.00	YES	2/4/98	2/4/98
7	d,c,n	1800	2000	1802	1824	22	3.14	YES	2/4/98	2/4/98
1	c	1500	1700	1514	1534	20	20.00	YES	2/4/98	2/4/98
1	d,c,n	1500	1700	1514	1534	20	20.00	YES	2/4/98	2/4/98
3	d,c,n	0830	0915	0837	0855	18	6.00	YES	2/9/98	2/9/98
1	d,c,n	0800	0815	0802	0807	5	5.00	YES	2/11/98	2/11/98
1	d,c,n	0830	0845	0810	0814	4	4.00	YES	2/11/98	2/11/98
2	d,c	1500	na	1457	1500	43	21.50	YES	2/10/98	2/10/98
3	d,c,n	1700	na	1707	1709	2	0.67	YES	2/10/98	2/10/98
2	d,c,n	1300	na	1317	1320	3	1.50	YES	2/10/98	2/10/98
2	d,c,n	1300	na	1258	1300	42	21.00	YES	2/11/98	2/11/98
2	d,c,n	1500	na	1304	1306	2	1.00	YES	2/11/98	2/11/98
5	d,c,n	0815	na	0827	0909	82	16.40	YES	2/11/98	2/11/98
1	d,c,n	0815	na	0827	0909	82	82.00	YES	2/11/98	2/11/98
1	c	na	na	1653	1657	4	4.00	YES	2/10/98	2/9/98
1	c	na	na	1653	1657	4	4.00	YES	2/10/98	2/9/98
3	d,c,n	1500	na	1504	1509	5	1.67	YES	2/11/98	2/11/98
3	d,c,n	0800	1000	1006	1010	4	1.33	NO	2/9/98	2/9/98

4	c	1600	1800	1602	1614	12	3.00	YES	2/9/98	2/9/98
1	d,c,n	1700	1900	1706	1711	5	5.00	YES	2/9/98	2/9/98
2	d,c,n	?	?	1109	1110	1	0.50	YES	2/9/98	2/9/98
1	d,c,n	1700	1900	1706	1711	5	5.00	YES	2/9/98	2/9/98
10	d,c,n	1700	1900	1753	1826	73	7.30	YES	2/9/98	2/9/98
1	d,c,n	1700	1900	1753	1826	73	73.00	YES	2/9/98	2/9/98
7	d,c,n	1800	2000	1813	1829	16	2.29	YES	2/10/98	2/10/98
4	d,c,n	1700	1900	1701	1705	4	1.00	YES	2/10/98	2/10/98
17	d,c,n	1800	2000	1830	1911	81	4.76	YES	2/10/98	2/10/98
3	d,c,n	1600	1800	1605	1632	27	9.00	YES	2/10/98	2/10/98
5	d,c,n	1600	1800	1552	1555	3	0.60	YES	2/10/98	2/10/98
4	d,c,n	0800	1000	0812	0819	7	1.75	YES	2/11/98	2/11/98
1	d,c	1200	1400	1204	1207	3	3.00	YES	2/11/98	2/11/98
3	d,c,n	0900	1100	0858	0908	50	16.67	YES	2/11/98	2/11/98
1	d,c,n	0900	1100	0936	0940	4	4.00	YES	2/11/98	2/11/98
9	d,c,n	1700	1900	1808	1818	10	1.11	YES	2/11/98	2/11/98
5	d,c,n	1700	1900	1711	1716	5	1.00	YES	2/11/98	2/11/98
1	d,c,n	0730	0930	1658	1702	44	44.00	NO	2/11/98	2/11/98
7	d,c,n	0900	1100	0905	0925	20	2.86	YES	2/12/98	2/11/98
3	d,c,n	1800	2000	1820	1823	3	1.00	YES	2/11/98	2/11/98
1	d,c,n	1800	2000	1824	1828	4	4.00	YES	2/11/98	2/11/98
4	d,c,n	1700	1900	1658	1710	52	13.00	YES	2/11/98	2/11/98
1	d,c,n	1800	2000	1824	1828	4	4.00	YES	2/11/98	2/11/98
4	d,c,n	1400	1600	1427	1438	11	2.75	YES	2/11/98	2/11/98
13	d,c,n	1700	1900	1707	1730	23	1.7692308	YES	2/11/98	2/11/98
1	d,c,n	1000	1015	1005	1011	6	6.00	YES	2/17/98	2/17/98
2	d,c,n	900	930	900	929	29	14.50	YES	2/17/98	2/17/98
3	d,c,n	1400	1415	1404	1410	6	2.00	YES	2/19/98	2/19/98
3	d,c,n	1300	1345	1315	1327	12	4.00	YES	2/19/98	2/19/98
1	d,c,n	1300	1315	1315	1328	13	13.00	YES	2/19/98	2/19/98
2	d,c,n	600	630	602	616	14	7.00	YES	2/20/98	2/20/98
2	d,c,n	1200	1230	1203	1209	6	3.00	YES	2/20/98	2/20/98
4	d,c,n	1500	na	1525	1530	5	1.25	YES	2/16/98	2/16/98
4	d,c,n	1500	na	1616	1619	3	0.75	YES	2/16/98	2/16/98
1	d,c,n	1700	na	1706	1711	5	5.00	YES	2/16/98	2/16/98
2	d,c,n	1700	na	1706	1711	5	2.50	YES	2/16/98	2/16/98
7	d,c,n	1700	na	1706	1711	5	0.71	YES	2/16/98	2/16/98
2	d,c,n	1600	na	1603	1603	0	0.00	YES	2/16/98	2/16/98
7	d,c,n	1500	na	1443	1448	5	0.71	YES	2/17/98	2/17/98
3	d,c,n	1600	na	1636	1642	6	2.00	YES	2/17/98	2/17/98
3	d,c,n	800	na	805	826	21	7.00	YES	2/17/98	2/17/98
1	d,c,n	800	na	805	826	21	21.00	YES	2/17/98	2/17/98
3	d,c,n	1500	na	1513	1517	4	1.33	YES	2/18/98	2/18/98
5	d,c,n	900	na	851	858	7	1.40	YES	2/18/98	2/18/98
5	d,c,n	1600	na	1546	1558	12	2.40	YES	2/18/98	2/18/98
2	d,c,n	700	na	705	708	3	1.50	YES	2/18/98	2/18/98
1	d,c,n	700	na	715	719	4	4.00	YES	2/18/98	2/18/98
4	d,c,n	700	na	903	912	9	2.25	YES	2/19/98	2/19/98
3	d,c,n	1500	na	1503	1519	16	5.33	YES	2/19/98	2/19/98

4	d,c,n	1700	na	1642	1647	5	1.25	YES	2/20/98	2/20/98
1	d,c,n	800	na	820	844	24	24.00	YES	2/20/98	2/20/98
3	d,c,n	1730	1900	1838	1840	2	0.67	NO	2/16/98	2/16/98
8	d,c,n	1730	2130	1843	1846	3	0.38	NO	2/16/98	2/16/98
4	d,c,n	1730	1930	1747	1836	89	22.25	YES	2/16/98	2/16/98
2	d,c,n	1730	1830	1733	1736	3	1.50	YES	2/23/98	2/20/98
3	d,c,n	1800	na	1800	1810	10	3.33	YES	2/19/98	2/19/98
3	d,c,n	1300	1500	1303	1306	3	1.00	YES	2/16/98	2/16/98
9	d,c,n	700	900	700	738	38	4.22	YES	2/16/98	2/16/98
1	d,c,n	1700	1900	1737	1737	0	0.00	YES	2/16/98	2/16/98
2	d,c,n	1630	1830	1633	1702	69	34.50	YES	2/16/98	2/16/98
4	d,c,n	1300	1500	1308	1328	20	5.00	YES	2/16/98	2/16/98
2	d,c,n	800	1000	903	1005	102	51.00	YES	2/16/98	2/16/98
1	d,c,n	1500	1700	1501	1505	4	4.00	YES	2/16/98	2/16/98
1	d,c,n	700	900	723	727	4	4.00	YES	2/16/98	2/16/98
1	d,c,n	1630	1830	1633	1703	70	70.00	YES	2/16/98	2/16/98
1	d,c,n	800	1000	804	807	3	3.00	YES	2/16/98	2/16/98
4	d,c,n	1630	1830	1633	1702	69	17.25	YES	2/16/98	2/16/98
7	d,c,n	700	900	705	732	27	3.86	YES	2/16/98	2/16/98
1	d,c,n	900	1100	913	916	3	3.00	YES	2/16/98	2/16/98
8	d,c,n	1700	1900	1708	1719	11	1.38	YES	2/16/98	2/16/98
3	d,c,n	800	1000	805	828	23	7.67	YES	2/16/98	2/16/98
3	d,c,n	1630	1830	1652	1700	48	16.00	YES	2/16/98	2/16/98
12	d,c,n	1600	1800	1617	1634	17	1.42	YES	2/16/98	2/16/98
5	d,c,n	1400	1600	1412	1419	7	1.40	YES	2/16/98	2/16/98
8	d,c,n	1700	1900	1711	1726	15	1.88	YES	2/16/98	2/16/98
2	d,c,n	900	1100	914	916	2	1.00	YES	2/16/98	2/16/98
1	d,c,n	1500	1700	1526	1528	2	2.00	YES	2/17/98	2/17/98
7	d,c,n	700	900	727	735	8	1.14	YES	2/17/98	2/17/98
1	d,c,n	1600	1800	1618	1621	3	3.00	YES	2/17/98	2/17/98
6	d,c,n	730	930	734	747	13	2.17	YES	2/17/98	2/17/98
1	d,c,n	1600	1800	1610	1619	9	9.00	YES	2/17/98	2/17/98
5	d,c,n	1700	1900	1713	1718	5	1.00	YES	2/17/98	2/17/98
1	d,c,n	1400	1600	1401	1403	2	2.00	YES	2/17/98	2/17/98
1	d,c,n	1100	1300	1101	1102	1	1.00	YES	2/17/98	2/17/98
6	d,c,n	900	1100	908	1102	194	32.33	YES	2/17/98	2/17/98
2	d,c,n	1400	1600	1400	1403	3	1.50	YES	2/17/98	2/17/98
1	d,c,n	1500	1700	1505	1510	5	5.00	YES	2/17/98	2/17/98
3	d,c,n	1100	1300	1114	1312	198	66.00	YES	2/17/98	2/17/98
6	d,c,n	730	930	731	803	72	12.00	YES	2/17/98	2/17/98
4	d,c,n	1130	1330	1140	1309	169	42.25	YES	2/17/98	2/17/98
3	d,c,n	1700	1900	1712	1734	22	7.33	YES	2/18/98	2/18/98
7	d,c,n	1200	1400	1203	1212	9	1.29	YES	2/18/98	2/18/98
7	d,c,n	900	1100	911	919	8	1.14	YES	2/18/98	2/18/98
3	d,c,n	1000	1200	1011	1022	11	3.67	YES	2/18/98	2/18/98
2	d,c,n	1000	1200	1021	1026	5	2.50	YES	2/18/98	2/18/98
2	d,c	600	800	619	638	19	9.50	YES	2/18/98	2/18/98
18	d,c,n	1700	1900	1711	1734	23	1.28	YES	2/18/98	2/18/98
3	d,c,n	1700	1900	1712	1734	22	7.33	YES	2/18/98	2/18/98

7	d,c,n	1700	1900	1700	1750	50	7.14	YES	2/18/98	2/18/98
7	d,c,n	700	900	704	738	34	4.86	YES	2/18/98	2/18/98
6	d,c,n	730	930	748	851	103	17.17	YES	2/18/98	2/18/98
1	d,c,n	1500	1700	1509	1514	5	5.00	YES	2/18/98	2/18/98
6	d,c,n	1700	1900	1705	1712	7	1.17	YES	2/18/98	2/18/98
21	d,c,n	600	800	643	955	312	14.86	YES	2/18/98	2/18/98
6	d,c,n	800	1000	802	940	138	23.00	YES	2/18/98	2/18/98
3	d,c,n	1200	1400	1201	1209	8	2.67	YES	2/18/98	2/18/98
6	d,c,n	1800	2000	1808	1828	20	3.33	YES	2/24/98	2/18/98
2	d,c,n	1000	1200	1008	1017	9	4.50	YES	2/18/98	2/18/98
1	d,c,n	1700	1900	1731	1751	20	20.00	YES	2/19/98	2/19/98
8	d,c,n	1000	1200	957	1014	57	7.13	YES	2/19/98	2/19/98
2	d,c,n	1030	1230	1047	1057	10	5.00	YES	2/19/98	2/19/98
2	d,c,n	1000	1200	1035	1037	2	1.00	YES	2/19/98	2/19/98
2	d,c,n	1000	1200	958	1014	56	28.00	YES	2/19/98	2/19/98
3	d,c,n	1800	2000	1805	1810	5	1.67	YES	2/19/98	2/19/98
9	d,c,n	1700	1900	1731	1750	19	2.11	YES	2/19/98	2/19/98
3	d,c,n	800	1000	808	824	16	5.33	YES	2/19/98	2/19/98
2	d,c,n	1730	1930	1736	1741	5	2.50	YES	2/18/98	2/19/98
8	d,c,n	1500	1700	1520	1540	20	2.50	YES	2/19/98	2/19/98
4	d,c,n	1700	1900	1722	1727	5	1.25	YES	2/19/98	2/19/98
1	d,c,n	1700	1900	1731	1752	21	21.00	YES	2/19/98	2/19/98
3	d,c,n	1030	1230	1034	1044	10	3.33	YES	2/19/98	2/19/98
4	d,c,n	900	1100	907	912	5	1.25	YES	2/19/98	2/19/98
4	d,c,n	800	1000	821	827	6	1.50	YES	2/20/98	2/20/98
4	d,c,n	1530	1730	1535	1540	5	1.25	YES	2/20/98	2/20/98
4	d,c,n	1800	2000	1748	1806	58	14.50	YES	2/20/98	2/20/98
7	d,c,n	800	1000	812	821	9	1.29	YES	2/20/98	2/20/98
10	d,c,n	1400	1600	1409	1416	7	0.70	YES	2/20/98	2/20/98
7	d,c,n	700	900	715	801	86	12.29	YES	2/20/98	2/20/98
2	d,c,n	1530	1730	1535	1540	5	2.50	YES	2/20/98	2/20/98
4	d,c,n	1900	2100	1847	1849	2	0.50	YES	2/23/98	2/20/98
2	d,c,n	700	900	705	708	3	1.50	YES	2/20/98	2/20/98
1	d,c,n	1900	2100	1847	1850	3	3.00	YES	2/20/98	2/20/98
2	d,c,n	1100	1300	1103	1109	6	3.00	YES	2/20/98	2/20/98
1	d,c,n	800	1000	820	823	3	3.00	YES	2/20/98	2/20/98
3	d,c,n	730	745	834	845	11	3.67	YES	2/24/98	2/24/98
9	d,c,n	1630	1845	1630	1640	10	1.11	YES	2/24/98	2/24/98
4	d,c,n	1630	1730	1637	1640	3	0.75	YES	2/24/98	2/24/98
2	d,c,n	700	730	717	722	5	2.50	YES	2/27/98	2/27/98
6	d,c,n	700	na	1154	1158	4	0.67	YES	2/23/98	2/23/98
1	d,c,n	800	na	1153	1159	6	6.00	YES	2/23/98	2/23/98
3	d,c,n	1700	na	1617	1621	4	1.33	YES	2/24/98	2/24/98
3	d,c,n	900	na	940	945	5	1.67	YES	2/24/98	2/24/98
2	d,c,n	1500	na	1454	1457	3	1.50	YES	2/24/98	2/24/98
4	d,c,n	1100	na	1532	1539	7	1.75	YES	2/24/98	2/24/98
3	d,c,n	800	na	804	807	3	1.00	YES	2/25/98	2/25/98
1	d,c,n	1600	na	1612	1617	5	5.00	YES	2/25/98	2/25/98
2	d,c,n	700	na	659	701	42	21.00	YES	2/25/98	2/25/98

1	d,c,n	700	na	711	723	12	12.00	YES	2/26/98	2/26/98
1	d,c,n	700	na	711	723	12	12.00	YES	2/26/98	2/26/98
1	d,c,n	700	na	711	723	12	12.00	YES	2/26/98	2/26/98
1	d,c	700	na	711	723	12	12.00	YES	2/26/98	2/26/98
1	d,c,n	1100	na	1053	1056	3	3.00	YES	2/27/98	2/27/98
4	d,c,n	800	na	1212	1229	17	4.25	YES	2/27/98	2/27/98
2	d,c,n	1700	1730	1706	1715	9	4.50	YES	2/23/98	2/23/98
17	d,c,n	2000	15	2011	2058	47	2.76	YES	2/26/98	2/26/98
1	d,c	800	na	1028	1051	23	23.00	YES	2/27/98	2/27/98
2	d,c	800	na	1028	1051	23	11.50	YES	2/27/98	2/27/98
1	d,c,n	1700	na	1731	1733	2	2.00	YES	2/23/98	2/23/98
1	d,c,n	1700	na	1731	1733	2	2.00	YES	2/23/98	2/23/98
1	d,c,n	1700	na	1731	1733	2	2.00	YES	2/23/98	2/23/98
1	d,c,n	1700	na	1731	1733	2	2.00	YES	2/23/98	2/23/98
2	d,c,n	1500	na	1459	1501	42	21.00	YES	2/26/98	2/26/98
9	d,c,n	1630	1830	1652	1706	54	6.00	YES	2/23/98	2/23/98
4	d,c,n	1400	1600	1406	1409	3	0.75	YES	2/23/98	2/23/98
2	d,c,n	730	930	737	741	4	2.00	YES	2/23/98	2/23/98
4	d,c,n	1630	1830	1634	1639	5	1.25	YES	2/23/98	2/23/98
5	d,c,n	900	1100	916	922	6	1.20	YES	2/23/98	2/23/98
9	d,c,n	700	900	753	849	96	10.67	YES	2/23/98	2/23/98
4	d,c,n	700	900	705	715	10	2.50	YES	2/23/98	2/23/98
4	d,c,n	800	1000	809	812	3	0.75	YES	2/23/98	2/23/98
8	d,c,n	1530	1730	1533	1618	85	10.63	YES	2/23/98	2/23/98
1	d,c,n	800	1000	809	821	12	12.00	YES	2/23/98	2/23/98
3	d,c,n	1400	1600	1406	1415	9	3.00	YES	2/23/98	2/23/98
6	d,c,n	1000	1200	1029	1041	12	2.00	YES	2/23/98	2/23/98
1	d,c,n	800	1000	804	807	3	3.00	YES	2/23/98	2/23/98
2	d,c	900	1100	907	921	14	7.00	YES	2/24/98	2/24/98
2	d,c	900	1100	910	920	10	5.00	YES	2/24/98	2/24/98
2	d,c	900	1100	905	920	15	7.50	YES	2/24/98	2/24/98
8	d,c,n	1630	1830	1629	1645	16	2.00	YES	2/24/98	2/24/98
1	d,c,n	900	1100	910	915	5	5.00	YES	2/24/98	2/24/98
1	d,c,n	1000	1200	1006	1009	3	3.00	YES	2/24/98	2/24/98
3	d,c,n	700	900	705	708	3	1.00	YES	2/24/98	2/24/98
3	d,c,n	900	1100	904	910	6	2.00	YES	2/24/98	2/24/98
1	d,c,n	1000	1200	1004	1007	3	3.00	YES	2/24/98	2/24/98
2	d,c	900	1100	904	920	16	8.00	YES	2/24/98	2/24/98
1	d,c,n	900	1100	951	959	8	8.00	YES	2/24/98	2/24/98
6	d,c,n	1000	1200	1004	1026	22	3.67	YES	2/24/98	2/24/98
2	d,c,n	900	1100	907	912	5	2.50	YES	2/24/98	2/24/98
3	d,c,n	730	930	732	740	8	2.67	YES	2/24/98	2/24/98
2	d,c	900	1100	906	921	15	7.50	YES	2/24/98	2/24/98
2	d,c,n	900	1100	906	920	14	7.00	YES	2/24/98	2/24/98
6	d,c,n	1000	1200	1026	1039	13	2.17	YES	2/24/98	2/24/98
14	d,c,n	630	830	647	712	65	4.64	YES	2/24/98	2/24/98
12	d,c,n	600	800	618	634	16	1.33	YES	2/24/98	2/24/98
3	d,c,n	730	930	736	743	7	2.33	YES	2/25/98	2/25/98
2	d,c,n	1000	1200	947	950	3	1.50	YES	2/25/98	2/25/98

9	d,c,n	700	900	723	730	7	0.78	YES	2/26/98	2/26/98
1	d,c,n	1530	1730	1539	1546	7	7.00	YES	2/26/98	2/26/98
5	d,c,n	600	800	607	612	5	1.00	YES	2/26/98	2/26/98
5	d,c,n	1530	1730	1540	1547	7	1.40	YES	2/26/98	2/26/98
2	d,c,n	900	1100	903	933	30	15.00	YES	2/26/98	2/26/98
1	d,c,n	1530	1730	1539	1546	7	7.00	YES	2/26/98	2/26/98
9	d,c,n	1700	1900	1709	1725	16	1.78	YES	2/26/98	2/26/98
1	d,c,n	1530	1730	1539	1546	7	7.00	YES	2/26/98	2/26/98
1	d,c,n	1700	1900	1718	1723	5	5.00	YES	2/26/98	2/26/98
4	d,c,n	1600	1800	1610	1638	28	7.00	YES	2/27/98	2/27/98
8	d,c,n	1700	1900	1708	1721	13	1.63	YES	2/27/98	2/27/98
3	d,c,n	1400	1600	1419	1423	4	1.33	YES	2/27/98	2/27/98
5	d,c,n	1700	1900	1705	1721	16	3.20	YES	2/27/98	2/27/98
1	d,c,n	1500	1700	1504	1514	10	10.00	YES	2/27/98	2/27/98
7	d,c,n	1500	1700	1500	1515	15	2.14	YES	2/27/98	2/27/98
1	d,c,n	1500	1700	1504	1506	2	2.00	YES	2/27/98	2/27/98
1	d,c,n	900	1100	909	911	2	2.00	YES	2/27/98	2/27/98
TOTAL ITEMS (JAN. & FEB.) = 2,595										
TOTAL MINUTES (JAN. & FEB.) = 15,731										
AVERAGE CUTOVER/ITEM = 6.1 MINUTES										

DATE	START	FINISH	TOTAL MINS	TOTAL LINES
1/5/98	1738	1740	2	16
1/5/98	1620	1628	8	10
1/5/98	1727	1731	4	2
1/5/98	1727	1731	1	1
1/7/98	1137	1140	3	7
1/7/98	1140	1144	4	5
1/7/98	1144	1159	15	22
1/7/98	1900	1930	30	20
1/7/98	1729	1741	13	17
1/7/98	1745	1757	12	19
1/8/98	1934	2021	87	101
1/9/98	1715	1717	2	1
1/9/98	1825	1832	7	16
1/9/98	953	1009	16	4
1/9/98	1947	1952	5	19
1/9/98	1945	2144	119	130
1/12/98	1757	1818	21	12
1/12/98	1000	1002	2	1
1/13/98	1752	1803	11	30
1/14/98	1604	1617	13	22
1/14/98	1837	1843	6	8
1/15/98	2047	2051	4	1
1/15/98	706	710	4	8
1/16/98	1707	1734	27	73
1/6/98	1639	1659	20	50
1/16/98	1613	1628	15	31
1/20/98	909	916	7	13
1/21/98	1921	1925	4	3
1/21/98	2102	2107	5	4
1/22/98	1851	1901	10	22
1/23/98	1203	1209	6	17
1/23/98	1716	1727	11	18
1/26/98	825	842	17	11
1/26/98	1700	1702	2	18
1/27/98	1557	1615	18	13
1/29/98	1718	1726	8	23
1/29/98	1809	1813	4	9
1/29/98	1905	1906	1	1
1/30/98	1610	1629	19	18
1/30/98	1709	1714	5	11
Total			568	807
Min per line				0.704

DATE	START	FINISH	TOTAL MINS	TOTAL LINES
2/2/98	1732	1742	10	25
2/3/98	1452	1505	13	40
2/4/98	907	922	15	23
2/4/98	502	507	5	15
2/4/98	1700	1706	6	24
2/9/98	1046	1058	3	12
2/9/98	513	515	2	4
2/11/98	1511	1514	3	3
2/17/98	1723	1729	6	14
2/16/98	501	539	38	81
2/13/98	1745	1757	12	15
2/12/98	1706	1707	1	1
2/12/98	1715	1719	4	6
2/12/98	405	415	10	13
2/11/98	311	314	3	3
2/9/98	1046	1058	12	17
2/18/98	517	522	5	6
2/18/98	1609	1632	23	17
2/18/98	2000	2013	13	1
2/19/98	1216	1218	2	3
2/19/98	1800	1801	1	1
2/19/98	1810	1812	2	3
2/19/98	2026	2045	19	28
2/20/98	1541	1555	14	21
2/23/98	1357	1358	1	1
2/23/98	1737	1740	3	4
2/23/98	1718	1720	2	2
2/25/98	640	808	88	117
2/25/98	1817	1823	6	13
2/26/98	1717	1725	8	10
2/26/98	552	559	7	7
2/25/98	1017	1021	4	1
2/26/98	1714	1719	5	3
2/27/98	633	733	60	83
Total			406	617
Min per line				0.658
JANUARY			**568**	**807**
EBRUARY			**406**	**617**
TOTAL			**974**	**1424**
AVG. RCF ACTIVATION/LINE = 974/1424 = 42 SECONDS				

Tenessee Physical Collocation Status

BellSouth Telecommunications, Inc.
Tennessee Regulatory Authority Docket No. 97-22309
Exhibit WKM-2

A CLEC	B CITY	C BST CO	D INITIAL APP RECEIPT	E BONA FIDE APP RECEIPT	F APPLICATION RESPONSE	G BUS. DAYS (F-E)	H FIRM ORDER RECV'D	I SPACE READY	J SPACE ACCEPTANCE	K PROV. INTRV. (I-H)
A	Knoxville	Bearden	11/19/96	11/26/96	2/5/97	48	3/7/97	6/16/97	8/26/97	101
		Main	11/19/96	11/26/96	2/5/97	48	3/7/97	6/16/97	8/26/97	101
		West Hills	11/19/96	11/26/96	2/5/97	48	3/7/97	6/16/97	8/26/97	101
		Young High	11/26/96	12/2/96	2/5/97	45	3/7/97	6/16/97	8/26/97	101
	Oak Ridge	Main	4/18/97	4/18/97	6/20/97	45	7/11/97	10/13/97	12/17/97	94
B	Memphis	Bartlett	6/30/97	6/30/97	8/7/97	28	expired	NA	NA	NA
		Eastland	6/30/97	6/30/97	8/7/97	28	expired	NA	NA	NA
		Oakville	6/30/97	6/30/97	8/7/97	28	expired	NA	NA	NA
		Southland	6/30/97	6/30/97	8/7/97	28	expired	NA	NA	NA
C	Memphis	Bartlett	1/31/97	1/31/97	3/9/97	26	4/7/97	6/22/97	7/2/97	76
		Chickasaw	1/31/97	1/31/97	3/9/97	26	4/7/97	6/19/97	7/2/97	73
		Eastland	1/31/97	1/31/97	3/9/97	26	4/7/97	6/16/97	7/2/97	70
		Germantown	2/2/98	1/31/97	3/5/98	23	4/7/97	in progress		
		Main	12/26/97	12/26/97	2/5/98	27	4/7/97	6/13/97	7/2/97	67
		Midtown	2/2/98	2/2/98	3/5/98	22	3/24/98	in progress		
		Oakville	1/31/97	1/31/97	3/9/97	26	4/7/97	6/29/97	7/2/97	83
		Southland	1/31/97	1/31/97	3/9/97	26	4/7/97	6/11/97	7/2/97	65
	Nashville	Airport	12/4/96	12/4/96	2/5/97	43	4/7/97	7/2/97	6/12/97	86
		Brentwood	12/15/97	12/17/97	2/9/98	30	2/19/98	in progress		
		Crieve Hall	12/4/96	12/4/96	2/5/97	43	4/7/97	7/4/97	6/12/97	88
		Donelson	12/4/96	12/4/96	2/5/97	43	4/7/97	7/6/97	6/12/97	90
		Inglewood	12/4/96	12/4/96	2/5/97	43	4/7/97	7/6/97	6/12/97	90
		Midtown	12/4/96	12/4/96	2/5/97	43	4/7/97	6/30/97	6/9/97	84
		Sharondale	12/4/96	12/4/96	2/5/97	43	4/7/97	7/3/97	6/12/97	87
		University	12/4/96	12/4/96	2/5/97	43	4/7/97	7/1/97	6/12/97	85
D	Chatanooga	Dodds	10/13/97	10/13/97	11/14/97	24	1/7/98	3/13/98	3/18/98	
	Nashville	University	1/8/98	1/8/98	2/10/98	23	3/11/98	in progress		
		Midtown	3/27/98	3/27/98	pending					
	Knoxville	Main	3/27/98	3/27/98	pending					
E	Memphis	Eastland	8/8/97	8/8/97	8/28/97	14	9/11/97	12/4/97	12/16/97	96

NOTES:

(1) 30 inquiries have been received to date, of which 4 have expired.

(2) The procedure is such that when the initial application is received with the correct information, the BellSouth Collocation Coordinator responds within 30 business days. A perspective collocator then has 30 calendar days from the receipt of BellSouth's written response to place a firm order.

(3) BellSouth's current policy is when the application response window (normally 30 days) expires, BellSouth may, at its discretion, offer one (1) 30 day extension provided the customer demonstrates they are trying to work through any technical issues in order to place an accurate and firm order.

(4) Column K = calendar days

BellSouth's Summary of NEXTLINK's Witness Dickinson's Exhibits 5 and 6

Action Item #1	Action Item #2	Action Item #3	Action Item #4	Action Item #5	Action Item #6
Switch Back-up Tapes	SLC Plug-in Cards	Directory listing	Customer Service Records	Rescheduled Cutovers	Disconnection in Error
1/10/97	4/23/97			1/5/97	4/24/97
10/23/97	4/23/97			1/18/97	5/6/97
11/4/97	10/28/97			4-23-97	6/12/97
	11/20/97			8/24/97	7/15/97
	12/19/97			9/9/97	8/18/97
				10/15/97	8/28/97
				11/25/97	9/2/97
				12/19/97	9/17/97
				12/22/97	10/22/97
				1/12/98	10/28/97
				3/5/98	11/3/97
					11/3/97
					11/20/97
					12/1/97
					1/1/98
					1/14/98
					1/16/98
					3/5/98

Dates shown are incidents cited in Dickinson Exhibits 5 and 6

Action Item #1	Action Item #2	Action Item #3	Action Item #4
Office Update	ISLC, no Plug-in	Directory listing	LSI/CSR
1/10/97	4/23/97		
10/23/97	4/23/97		
11/4/97	11/20/97		
3/20/98	12/19/97		
	10/28/97		

Action Item #5	**Action Item #6**		
PF'd on Due Date, Re-engineer, Multiple Cuts	**Disc. in error, Timing/Wire**	UNAVAILABLE NETWORK TECH.	C.O./I&M NOT READY
9/9/97	11/3/97	6/10/97	9/18/97
11/25/97	11/20/97	6/6/97	9/23/97
12/19/97	1/16/98	8/12/97	9/16/97
12/22/97	12/1/97	11/12/97	11/7/97
1/5/97	1/14/98	9/29/97	11/7/97
10/15/97	4/24/97	10/20/97	12/31/97
1/12/98	5/6/97	10/27/97	
4-23-97	6/12/97	11/12/97	
8/24/97	7/15/97	12/10/97	
1/18/97	8/28/97		
3/5/98	9/2/97		
	9/17/97		
	8/18/97		
	10/22/97		
	10/28/97		
	11/3/97		
	1/1/98		
	3/5/98		

BellSouth's Summary of Unbundled Loop Cutover Performance For NEXTLINK

December 1997 (Nashville)

Loop Cutovers			INP Orders		
Complete on Time	95	75.4%	Complete on Time	10	71.4%
BellSouth Misses	8	6.3%	BellSouth Misses	0	0.0%
NEXTLINK Misses	6	4.8%	NEXTLINK Misses	1	7.1%
End User Misses	16	12.7%	End User Misses	3	21.4%
Unknown Misses	1	0.8%	Unknown Misses	0	0.0%
Total	126		**Total**	14	

January 1998 (Nashville)

Loop Cutovers			INP Orders		
Complete on Time	121	82.9%	Complete on Time	14	82.4%
BellSouth Misses	9	6.2%	BellSouth Misses	0	0.0%
NEXTLINK Misses	8	5.5%	NEXTLINK Misses	2	11.8%
End User Misses	7	4.8%	End User Misses	1	5.9%
Unknown Misses	1	0.7%	Unknown Misses	0	0.0%
Total	146		**Total**	17	

February 1998 (Nashville)

Loop Cutovers			INP Orders		
Complete on Time	99	90.0%	Complete on Time	23	88.5%
BellSouth Misses	3	2.7%	BellSouth Misses	0	0.0%
NEXTLINK Misses	1	0.9%	NEXTLINK Misses	2	7.7%
End User Misses	7	6.4%	End User Misses	1	3.8%
Unknown Misses	0	0.0%	Unknown Misses	0	0.0%
Total	110		**Total**	26	

February 1998 (Memphis)

Loop Cutovers			INP Orders		
Complete on Time	39	84.8%	Complete on Time	9	81.8%
BellSouth Misses	6	13.0%	BellSouth Misses	0	0.0%
NEXTLINK Misses	0	0.0%	NEXTLINK Misses	2	18.2%
End User Misses	1	2.2%	End User Misses	0	0.0%
Unknown Misses	0	0.0%	Unknown Misses	0	0.0%
Total	46		**Total**	11	

AFFIDAVIT

STATE OF Georgia
COUNTY OF Fulton

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared W. Keith Milner, who being by me first duly sworn deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No 97-00309 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed testimony consisting of 84 pages and 4 exhibit(s).

W. Keith Milner

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 3rd DAY OF ~~March~~ April, 1998.

Teresa L. Rockwell
NOTARY PUBLIC

TERESA L. ROCKWELL
Notary Public, Gwinnett County, Georgia
My Commission Expires October 28, 2001

CERTIFICATE OF SERVICE

I hereby certify that on April 9, 1998, a copy of the foregoing document was served on the parties of record, via hand delivery, facsimile, overnight or US Mail, addressed as follows:

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Tennessee Regulatory Authority
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