REQUEST: Please describe in detail the process BellSouth uses to migrate a customer from BellSouth to a CLEC when the CLEC requests the migration "as specified" in an order for UNE-P service. Please include in your description an explanation of all internal BellSouth orders (such as "D" orders and "N" orders) used to facilitate the migration and the provisioning systems those orders flow orders flow through.

RESPONSE: For a manually submitted LSR received by the LCSC error free: The representative enters the request into BellSouth's legacy system Service Order Communication System (SOCS) utilizing the DOE/SONGS interface. A "D" order is issued to disconnect the BellSouth account and an "N" order issued to establish service for the CLEC.

CLECs may submit Retail to UNE-P conversion Local Service Requests ("LSR") "as specified" requests electronically via BellSouth's Local Exchange Navigation System ("LENS"), Electronic Data Interchange ("EDI"), Telecommunications Access Gateway ("TAG") or RoboTAG™.

Business rules for ordering UNE-Ps electronically/manually are located on the BellSouth Interconnection Web Site, BellSouth Business Rules for Local Ordering, Section 10.2.
http://www.interconnection.bellsouth.com/guides/html/leo.html

Upon receipt of a complete and accurate LSR from the CLEC, the ordering process will proceed.

Service Order Communications System ("SOCS") will generate a disconnect ("D") order to disconnect the Retail service from BellSouth and a new ("N") order to establish the UNE-P service in the name of the CLEC

RESPONSE: (Cont.)

To ensure the conversion is transparent to the CLEC's End User and to ensure that there is no interruption of service, the Reuse Related Service Order ("RRSO") Field Identifier ("FID") is automatically placed on both the "D" and "N" orders. RRSO requires that facilities will be reused.

The Sequence FID ("SEQ") also appears in the Unfielded Identification section of the "N" order to denote the sequence in which the order should be processed.

The RRSO and SEQ FIDs are indicators as to how the associated "D" and "N" orders should be electronically processed for Retail to UNE-P conversion "as specified" requests.

The orders then flow to the Loop Facility Assignment Control System (LFACS) to update the facility information with the new information. The orders then flow to the BellSouth switch where a line class code change occurs on the due date to change the service from flat rate to measured service. The order completes on the due date and flows to the Customer Record Information System (CRIS) for billing.

Prepared by: Ron Pate and Ken Ainsworth

REQUEST: If BellSouth issues multiple internal orders to migrate a customer as specified from BellSouth to the CLEC providing UNE-P service to customers, please specify the process used to keep these orders together (or, in other words, related) as they flow through BellSouth's provisioning systems.

RESPONSE: The Reuse Related Service Order (RRSO) Field Identifier ("FID") is automatically placed in the Unfielded Identification section of both the Disconnect ("D") and New ("N") service orders for the LSR UNE-P request submitted electronically by a CLEC. This is an indicator that facilities are to be reused and the orders are related.

The Sequence ("SEQ") FID also appears in the Unfielded Identification section of the "N" order to denote the sequence in which the order should be processed.

The RRSO and SEQ FIDs are indicators as to how the associated "D" and "N" orders should be electronically processed for Retail to UNE-P conversion as specified requests.

Prepared by: Ron Pate and Ken Ainsworth

REQUEST: Has BellSouth experienced problems keeping multiple internal orders related so they are executed in the proper sequence? What is the customer impact when such orders are executed out of sequence?

RESPONSE: BellSouth had a training issue with the LCSC representatives handling manually submitted requests and electronic fallout. The representatives were not always placing the RRSO FID on the orders which result in new facilities being assigned, and in some cases loss of service to the end user. Refresher training was completed to correct this problem on May 18th.

Prepared by: Ron Pate and Ken Ainsworth

REQUEST: When BellSouth provisions a CLEC UNE-P order, and the order is for a migration as specified, what physical work does BellSouth perform to migrate the customer? Please include a description of all work done at any point in the process, including work done at the main distribution frame or in the BellSouth port translation systems.

RESPONSE: No physical work is required to convert from BellSouth to UNE-P except for manual order entry.

Prepared by: Ron Pate and Ken Ainsworth

REQUEST: Under what circumstances would BellSouth need to dispatch a technician to the customer's premise to provision a CLEC UNE-P order when the order is for a migration as specified?

RESPONSE: No circumstances.

Prepared by: Ron Pate and Ken Ainsworth

REQUEST: Once BellSouth has provisioned service for a CLEC's UNE-P customer, what steps does BellSouth take to change the customer's customer service record ("CSR") to reflect the customer's migration to the CLEC? Please describe in detail those steps, approximately how long each step takes, and the systems and internal orders used to make the change. Are there any additional steps BellSouth takes to change its billing systems to reflect the customer migration? If so, please describe in detail those steps, approximately how long each step takes, and the systems an internal orders used to make the change.

RESPONSE: Once the service orders associated with a migration to a UNE-P service have been "completed" an interface is used to feed a copy of the service orders from SOCS to the Customer Records Information System (CRIS). The following description of the process was taken from Chapter 2, Section 3 of the ***BellSouth CLEC Billing Guide*** available to CLECs at the following Internet address:

http://www.interconnection.bellsouth.com/guides/html/understanding_bill.html

"The Daily Service Order sub-process receives and processes completed service orders on a daily basis from BellSouth's Service Order Control System (SOCS) and updates customer accounts in CRIS or CABS with the appropriate services and billing indicators.

The following activities take place during the Daily Service Order Process:

- CRIS and/or CABS receive(s) completed service orders (SO) from SOCS.
- The service orders are rated and checked for errors.
- If there are rating errors, then the Service Order Correction Group receives and corrects the errors. If there are no rating errors, then the service order is validated against account information.

RESPONSE: (Cont.)

- If there are validation errors, the files are held in the Hold File for error correction by the Service Order Correction Group. Once validation is complete, both the associated SO and account information are posted to the CRIS or CABS database.
- If there are posting errors, the files are held in the Hold File for error correction by the Service Order Correction Group. Otherwise, the customer profile information is updated in the CRIS and CABS account databases."

For UNE-P services, CRIS service orders are used. The Daily Service Order Process in CRIS begins at approximately 6:00 pm each evening (Monday through Friday excluding holidays) and concludes at approximately 2:00 am the following day (could be somewhat earlier or later depending on the day's volume and other processing constraints). Error correction activities of the Service Order Correction Group will take additional time and is variable depending on the errors encountered.

Prepared by: Ken Ainsworth

REQUEST: As of what date does BellSouth begin to bill wholesale charges to a CLEC providing UNE-P service to a customer? For instance, does BellSouth begin to bill wholesale charges as of the date service is provisioned, as of the date the customer's CSR is changed, or as of some other date?

RESPONSE: Generally, wholesale charges for UNE-P services that a CLEC orders from BellSouth are billed as of the "completion date" of the service order establishing the UNE-P service plus one calendar day. The completion date is generally the date that the provisioning of the service has been completed. The date that the CSR is updated plays no part in determining the effective date of billing. If for some reason an "effective bill date" or EBD is used on the order (for example, to reflect that an order to convert a resale service to UNE-P has been delayed for some reason) the wholesale billing for the UNE-P will begin on the EBD plus one calendar day.

Prepared by: Ken Ainsworth

REQUEST: As of what date does BellSouth begin to provide daily usage information to a CLEC providing UNE-P service to a customer? For instance, does BellSouth begin to provide customer usage data covering the period beginning the date service is provisioned, covering the period beginning when the customer's CSR is changed, or covering the period beginning some other date?

RESPONSE: BellSouth begins to provide daily usage information to a CLEC providing UNE-P service to a customer as of the same day that the CLEC begins to be billed for the UNE-P service (assuming, of course, that the CLEC has requested such usage information). As is reflected in BellSouth's response to WorldCom's 1st Set of Interrogatories, Item No. 7, that would generally be the "completion date" of the service order used to provision the UNE-P service plus one calendar day. Because BellSouth uses the updated CSR to determine which usage records belong to the CLEC, the physical records associated with the UNE-P service will not be sent to the CLEC until the CSR has been updated. The first file provided to the CLEC will include all usage records back to the completion date of the order plus one calendar day.

Prepared by: David Scollard

REQUEST: As of what date does BellSouth cease its retail billing for customer that is being migrated to a CLEC when the CLEC is providing UNE-P service to the customer and the customer is migrated as specified?

RESPONSE: When a CLEC requests that a BellSouth retail customer be converted to a UNE-P service, that request causes two service orders to be generated and sent to the billing system. One order is used to disconnect the retail customer and reflect the fact that BellSouth will no longer serve that end user with retail services. Generally, retail charges will cease as of the "completion date" of the disconnect service order plus one calendar day. The completion date is the migration date for the UNE-P service. If for some reason, an "effective bill date" or EBD is used on the order (for example, to reflect that the conversion of the customer has been delayed for some reason) the billing to the retail customer will cease as of the EBD plus one calendar day.

Prepared by: David Scollard

REQUEST: Please describe in detail the process BellSouth used to migrate a customer from BellSouth to a CLEC when the CLEC is reselling BellSouth's residential service. Please include in your description an explanation of all internal BellSouth orders (such as "D" orders and "N" orders) used to facilitate the migration and the provisioning systems those orders flow through.

RESPONSE: CLECs may submit a Retail to Resale conversion as either Activity Type ("V") "as specified" or Activity Type ("W") "conversion as is" electronically via Local Exchange Navigation System ("LENS"), Electronic Data Interchange ("EDI"), Telecommunications Access Gateway ("TAG"), or RoboTAG™.

From the receipt of a complete and accurate manual LSR, BellSouth enters the order into DOE/SONGS. A single "C" order is issued and flows to SOCS.

Business rules for electronically/manually submitting Local Service Requests of this type are located on the BellSouth Interconnection Web Site, BellSouth Business Rules for Local Ordering, Section 6.3.
http://www.interconnection.bellsouth.com/guides/html/leo.html

The BellSouth Service Order Communications System ("SOCS") will generate a Change ("C") order to process these requests. The "C" order changes the responsible party (customer of record) for the Retail service from the BellSouth customer to the CLEC. Any change to the service, requested by the CLEC, is also performed as a result of the "C" order. Disconnect ("D") and New ("N") orders are not utilized in this Retail to Resale conversion process.

The order flows to LFACS to update records. The order completes on the due date and flows to CRIS for billing.

Prepared by: Ron Pate and Ken Ainsworth

REQUEST: Does BellSouth have internal criteria that it uses to evaluate its account teams? Please specify such criteria in detail.

RESPONSE: Information responsive to this request is considered proprietary and will be provided subject to the execution of the appropriate non-disclosure agreement in this docket.

Prepared by: Marc Cathey

REQUEST: What percentage of BellSouth retail customers lose dial tone when a record change is made to their account? What percent of BellSouth retail customers lose dial tone when a feature is added?

RESPONSE: BellSouth does not track this information.

Prepared by: William Stacy

REQUEST: Once BellSouth has provisioned service for a CLEC's UNE-P customer, what steps does BellSouth take to change its line information database ("LIDB") to reflect the change in service provider? Please describe in detail those steps, approximately how long each step takes, and the systems and internal orders used to make the change.

RESPONSE: "SOCS" releases the "D" and "N" orders to DBAS as soon as the orders are identified as "correct and complete". All orders batched to DBAS prior to 5:00 PM CST are updated in LIDB that day. Orders received in DBAS after 5:00 PM CST are accumulated and batched for updating in LIDB the following day.

An exception to this process occurs if a new calling card is requested on the "N" order. This would require "SOCS" to deliver the service order to CRIS to generate a personal identification number ("PIN") which is required in LIDB. CRIS would then batch to DBAS and the service order would follow the same process as described above.

This service order process is identical for BellSouth retail local exchange customers.

Prepared by:

REQUEST: BellSouth has two USOCs for the UNE-P switch port – one with caller ID and one without caller ID. What is the purpose of these two USOCs? If a customer without caller ID wants to add caller ID at migration, must BellSouth change the port the customer was using? If so, how is that accomplished?

RESPONSE: No Change in port is required. The reason for the different USOCs is so that the appropriate switch translations can be accomplished to support caller ID.

Prepared by: Ken Ainsworth

REQUEST: If an electronic UNE-P migration LSR as specified falls out for manual processing, how many orders does the BellSouth service representative enter? Are these orders typed separately or are they electronically "cloned."

RESPONSE: See BellSouth's response to Data Request No. 1.

Prepared by: Ken Ainsworth

REQUEST: If an electronic UNE-P migration LSR as specified falls out for manual processing, does the BellSouth service representative use the service address provided on the CLEC LSR to create the "D" and the "N" order? If not, from what database or system does the representative obtain the service address for the "D" order and for the "N" order?

RESPONSE: The address on the LSR would be utilized if the address is a valid address in BellSouth's Regional Street Address Guide (RSAG). If not the order would be clarified back to the CLEC for address validation. RSAG is the same database which is accessed by MCI if using either LENS or TAG to validate an end user address prior to order submission to BellSouth.

Prepared by: Ken Ainsworth

REQUEST: How is the LMOS database updated to reflect migration of a BellSouth retail customer to a CLEC serving the customers via UNE-P? If the "N" order falls into a hold file, is the update to the database delayed? If the "N" and the "D" order complete separately, how does that affect the manner in which trouble tickets are handled in the LMOS database?

RESPONSE: Normally the "D" and "N" orders are worked together and completed together. If they become separated and worked at different times, the ability to process a trouble report in LMOS is not really impacted. The LMOS database is updated as a batch job from SOCS once a day and, if the two orders where completed hours apart, LMOS would never see the difference. If the "D" order was completed and the "N" order was held for some reason (past the LMOS update), the LMOS line record would still be there showing the customer location; it would just be in a 'disconnected' status. BellSouth would still be able to process a trouble report. If the user was entering a report via TAFI, TAFI would see the pending service order "due today or past due" and it would process the report. If the report was entered via ECTA, the report would be routed to the screening pool where an MA would look for a pending service order and would then process the report.

Prepared by: Ken Ainsworth

REQUEST: If LMOS is not updated to reflect migration of a customer to a CLEC serving the customer via UNE-P, how are CLEC trouble reports reflected in BellSouth's metric for troubles within thirty days? Would troubles in such cases be calculated as if they were for a BellSouth retail customer or for the CLEC's customer?

RESPONSE: This situation is not likely to occur. The update of LMOS is tied to the completion of the service order in SOCS. When the service order is updated, LMOS is automatically updated during the evening. This would apply to both retail and CLEC customers.

Secondly, this hypothetical situation concerns UNE-P or Loop Port Combinations. When a customer is migrated to a CLEC, the loop and the port remain connected and, as a result, the potential for the creation of a trouble is minimal.

However, if a trouble was called in between the time the order was completed and the time LMOS is updated (the next day) the trouble will be calculated as if it was a BellSouth retail customer. The combination of a short time frame when this could occur, less than 24 hours, and the fact that a migration to a Loop Port Combination do not involve the disconnect of the loop and the port makes this situation highly unlikely. Even though this is very unlikely, a concerned CLEC can avoid this situation entirely by noting that there is a pending service order in the narrative section of TAFI or, if the CLEC does not have access to TAFI, telling the BellSouth repair rep that there is a pending service order.

Prepared by: Alphonso Varner

REQUEST: Please provide copies of all "N" orders and "D" orders associated with MCI Georgia LSRs that fell out for manual processing during the month of June 2001.

RESPONSE: BellSouth does not maintain paper copies of service orders. Of the approximate 18,000 LSRs issued by WorldCom in June, approximately 4,000 fell out for manual processing. The June information requested is represented by approximately 3,776 N and/or D orders. The data used by BellSouth to produce the Performance Measurement reports associated with LSRs which dropped out for manual processing taken from the snap shot of the SOCS database which is maintained in the ICAIS (Barney) database will be furnished on a CD-ROM. This is an electronic copy of the service order information captured for PMAP.

Prepared by: Ken Ainsworth

REQUEST: Provide each Form 477 filed by BellSouth with the FCC for Kentucky and for each other state in the BellSouth region.

RESPONSE: Please see attached.

Prepared by: Cathy Forbes

REQUEST: For the period reported in each Form 477 filed with the FCC, identify the number of unbundled loops by:

a. Analog loops
b. DS-1 unbundled loops
c. DS-3 unbundled loops

RESPONSE: See BellSouth's response to WorldCom's 1st Data Request, Item No. 20.

Prepared by: Cathy Forbes

REQUEST: Provide, by quarter, the total number of minutes exchanged with CLECs from 1996 to the present.

RESPONSE: The total number of minutes exchanged with CLECs is not available for 1996 or 1997. Please see below for 1998 to the present.

MOUs BellSouth originated CLECs terminated

	1998	1999	2000	2001
1st qtr	110,132,179	424,550,780	818,270,999	1,209,896,063
2nd qtr	165,632,273	461,467,254	831,653,672	1,137,336,817
3rd qtr	224,767,012	612,411,677	894,097,905	
4th qtr	319,155,076	662,392,792	1,035,300,189	

MOUs CLECs originated BellSouth terminated

Kentucky CLEC Originated MOUs **				
	1998	1999	2000	2001
1st Qtr	2,587,200	34,538,234	56,101,667	82,538,685
2nd Qtr	6,902,807	22,937,838	58,209,358	55,307,240
3rd Qtr	13,963,571	27,286,266	56,183,136	
4th Qtr	27,570,779	28,550,298	55,757,890	

** The totals in this table include Local MOUs originated by CLECs and terminated to BellSouth as well as ISP MOUs originated by CLECs that are bound for the Internet through Internet Service Providers served by BellSouth.

Prepared by: David Scollard

REQUEST: Provide, by quarter, the total number of local, intraLATA and interLATA minutes originated by BellSouth customers in Kentucky from 1996 to the present.

RESPONSE: The information requested is not available. Specifically, BellSouth does not track originating local, intraLATA or interLATA minutes as a routine part of the management of the business. BellSouth does track total originating and terminating MOUs for intrastate interLATA. The following numbers are for the state of Kentucky:

	1996	1997	1998	1999	2000	2001
1st Qtr	242,222	276,551	321,514	361,830	352,545	362,338
2nd Qtr	255,661	298,701	343,933	358,475	339,739	350,717
3rd Qtr	261,894	310,915	361,523	379,083	348,436	
4th Qtr	271,530	314,646	359,288	341,897	359,024	

Prepared by: Eugene Glenn

REQUEST: Identify precisely how each of BellSouth's charges for optional daily usage files and access daily usage files are applied. Is BellSouth currently assessing these charges? If yes, when did BellSouth begin to apply these charges?

RESPONSE: Each day the Daily Usage File process accumulates the volumes of messages and magnetic tapes sent to each CLEC for the three interfaces (ODUF, ADUF and EODUF). At the end of the month, entries are made in the "Other Charges and Credits" section of the appropriate invoice for each CLEC based on the rates for the customer and the accumulated volumes. The following rate elements are billed, as appropriate:

- ADUF Message Processing per Message
- ADUF Transmission (Connect: Direct) per message
- EODUF Message Processing per Message
- ODUF Recording per Message (Facility Based only)
- ODUF Message Processing per message
- ODUF Message Processing, per Magnetic Tape Provisioned
- ODUF Data Transmission (Connect: Direct) per message

BellSouth is currently assessing each of these elements as it has been, with the exception of the EODUF Message Processing charge, since mid-1998. Message processing charges for EODUF began in late-1998 as that product was made available for CLEC use.

Prepared by: David Scollard

REQUEST: Does BellSouth support any particular expedited dispute resolution procedure? If so, describe in detail that procedure.

RESPONSE: BellSouth participates in dispute resolution procedures as required by various regulatory bodies for certain circumstances. However, initially disputes should be escalated within each company to the person who has ultimate authority for the subject matter in an effort to achieve a resolution. If the dispute cannot be resolved between the companies, then either party to the dispute may file a formal complaint with the Commission.

BellSouth's Standard Interconnection Agreement, as well as specific company Interconnection Agreements, provide for a dispute resolution procedure as well as a process for expediting issues.

Prepared by: Cindy Cox/Patti Klein

REQUEST: Provide by year, for each of the last five years, the number of minutes interchanged between BellSouth and CLECs networks. Separately identify:

a. The number of minutes originating with CLEC customers and terminating with BellSouth.
b. The number of minutes originating with BellSouth and terminating on CLEC networks.

RESPONSE: The total number of minutes exchanged with CLECs originating from BellSouth is not available for 1996 or 1997. Please see below for 1998 to the present.

MOUs CLEC originated BellSouth terminated

Note: The totals shown below include Local MOUs originated by CLECs and terminated to BellSouth as well as ISP MOUs originated by CLECs that are bound for the Internet through Internet Service Providers served by BellSouth.

1998	50,694,357
1999	113,312,636
2000	226,252,061
2001 thru June	137,845,925

MOUs BellSouth originated CLEC terminated

1998	819,686,540
1999	2,160,822,503
2000	3,579,322,765
2001 thru June	2,347,232,880

Prepared by: David Scollard

REQUEST: For each of the past five years, provide the number of minutes interchanged between BellSouth and CMRS networks. Separately identify:

a. The number of minutes originating with CMRS customers and terminating with BellSouth.
b. The number of minutes originating with BellSouth and terminating on CMRS networks.

RESPONSE: The total number of minutes exchanged with CMRSs originating from BellSouth is not available for 1996 or 1997. Please see below for 1998 to the present.

MOUs CMRS originated BellSouth terminated (Contract billed only)

1998	Not Available
1999	406,263,585
2000	568,214,914
2001 thru June	280,460,252

MOUs BellSouth-Originated CMRS-Cellular/CMRS-Paging Terminated CMRS-Cellular

1998	64,915,939
1999	90,846,112
2000	274,135,437
2001 thru April	89,378,912

Prepared by: David Scollard

REQUEST: Provide for each of the last five years, the total number of BellSouth's:

a. Local minutes
b. Local calls
c. IntraLATA toll minutes
d. IntraLATA toll calls
e. InterLATA access minutes
f. InterLATA access calls

RESPONSE: For b, d and f, BellSouth does not track local, intraLATA or interLATA messages as a routine part of the management of the business.

For a, c and e, see BellSouth's response to WorldCom's 1st Data Requests, Item No. 23.

Prepared by: Eugene Glenn

REQUEST: Provide the annual revenue received by BellSouth for each of the past five years:

a. For the lease of UNEs
b. For the provision of resold services

RESPONSE: Please see the table below (dollars in thousands):

Year	UNE	Resold Services
1996	N/A	N/A
1997	$ 34,030	$ 1,218,538
1998	$ 249,150	$10,484,511
1999	$2,010,162	$16,412,253
2000	$5,521,143	$19,040,227

RESPONSE PROVIDED BY: T. F. Lohman

REQUEST: Provide the number of switched access lines in each of the deaveraged UNE zones.

RESPONSE:

Zone 1	809,715
Zone 2	372,714
Zone 3	77,866

Prepared by: Tom Walden

REQUEST: Provide all workpapers underlying the Wakeling Affidavit, including a copy of all proprietary exhibits.

RESPONSE: Please see attached. A supplemental response will be provided that relates to additional work papers supporting the collocation exhibits.

Prepared by: Victor Wakeling

ATTACHMENT 1

REQUEST: Provide the number of interconnection trunks between BellSouth and CLECs separately identified between:

a. One way trunks delivering CLEC originated traffic to BellSouth;
b. One way trunks delivering BellSouth originated traffic to CLECs;
c. Two way trunks between BellSouth and CLECs; and
d. Any other type of interconnection trunk, with a brief description explaining its function.

RESPONSE:

Trunks In Service (June 2001)

Category	Type Trunks	Total BellSouth	Kentucky
Interconnection	1 Way: BLS to CLEC	745,884	34,218
	1 Way: CLEC to BLS	187,241	4,449
	2 Way	229,199	4,731
Operator Services	Directory Assistance	3,021	65
	Toll and Assistance	3,117	65
	Verification	524	2
Emergency Services	911/E911	4,807	100
Intercept Services	Intercept	176	6
Total		1,173,969	43,636

Prepared by: Keith Milner

REQUEST: To the extent that Mr. Milner and Mr. Wakeling's reported number of resold lines, UNE loops and UNE Loop/Port Combinations differ, please provide:

a. A listing of each type of arrangement counted by Mr. Milner and/or Wakeling that is not considered by the other;
b. The exact number of lines in each category identified in (a) above;
c. An explanation as to why one witness includes the category in (a) above and the other does not;
d. Identify whether the category is included/not-included in BellSouth's Form 477 Reports to the FCC; and
e. For any category not included by BellSouth in its Form 477 reports to the FCC, explain why the category was not included.

RESPONSE:

A. There are no significant differences in the lines counted by Messrs. Milner and Wakeling. Mr. Milner's Exhibit WKM-9 shows the count of resold "units" for the top fifty services available for resale ("Top 50"), which includes most types of resold lines. Item numbers 1, 2, 3, 9, 14, 17, 18, 19, 24, 25, 27, 28, 33, and 34 in Exhibit WKM-9 are resold lines. Mr. Wakeling only counts the items for the list of CLECs shown in his exhibits. Another difference arises between Mr. Wakeling's source data (which requires customer specific information) and Mr. Milner's source data (which is not customer specific), i.e. billed versus booked data sources. In addition to the types of lines included in WKM-9, Mr. Wakeling also includes resold FCO/FX lines, toll terminals, Business Plus/Business Choice, and WATS lines.

In the course of reconciling the counts on these two exhibits, it was discovered that Mr. Wakeling's source data inadvertently included 154 resold "units" which should not have been counted as resold lines. When these 154 units are subtracted from Mr. Wakeling's Exhibit VW-3, the share of CLEC lines computed on his exhibit drops a minimal amount, from 7.3% to 7.2%. The Method 2 estimate (Exhibit VW-4) remains at 5.4%.

B. For items listed in A above, all resold lines reflected in WKM-9 for Kentucky total 36,042 resold lines. Mr. Wakeling presents 34,733 resold lines for the list of CLECs in his Exhibit VW-3. The comparable number from Mr. Wakeling's source data that compares to Exhibit's WKM-9 resold lines is 34,032. The additional resold FCO/FX lines, toll terminals, Business Plus/Business Choice, and WATS lines accounted for a further 777 resold lines included in the Exhibit VW-3 total.

Mr. Milner states there are UNE loops in Kentucky totaling 5,330**.** Mr. Wakeling attributes 5,127 UNE loops to the list of CLECs shown in his Exhibit VW-3. Mr. Wakeling's count a) is associated with the CLECs identified in his Exhibit VW-6 and b) is based on an extract from the loop history table from the Work Force Administration system. Mr. Milner's slightly higher aggregate amount was extracted from billing systems. The same UNE loop categories are believed to be reflected in both.

Mr. Milner states there are UNE Combinations in Kentucky totaling 14,635. Mr. Wakeling attributes 14,307 UNE Combinations to the list of CLECs shown in his Exhibits VW-6 and VW-7. Again, Mr. Wakeling's slightly lower total is associated with the CLECs identified in his Exhibits versus Mr. Milner's "Top 50" count. The UNE-P categories for the Form 477, Mr. Wakeling's exhibits and Mr. Milner's amount all consist of Product Group 644 for residence and Product Group 681 for business.

C. Answer included in A, B. above. The purpose of Mr. Milner's Exhibit WKM-9 is to demonstrate for the 271 checklist that CLECs are purchasing services for resale from BellSouth in sizable quantities. The point is amply made by showing only the top 50 types of resold units in WKM-9. Mr. Wakeling's exhibits are "bottoms up" approaches to demonstrating lines in Kentucky for the CLECs identified for purposes of Track A.

D. BellSouth is attaching a display that shows the resold line USOCs included in the extract supporting Mr. Wakeling's Exhibits for March 2001. All of these USOCs are believed to be included in the Form 477. The resale line USOCs appear in the "LINE USOC" column. Confidential CPNI CLEC information is redacted. As explained in A above, the entry "# N/A" in the "LINE USOC" column identifies a USOC that was originally

included in Mr. Wakeling's Exhibits but has since been recognized as being included in error. The total of these erroneous USOCs (indicated as "# N/A") sums to the adjustment of –154 lines described in A above. As indicated above, Mr. Milner's resale count (top 50 resale items) and resale in Mr. Wakeling's Exhibits (for CLEC's identified) are not intended to be exactly the same as the Form 477 count. Total resold lines, UNE loops, and UNE Combinations are included in Form 477 Reports to the FCC. BellSouth believes it includes all the categories required by the Form 477 instructions.

E. See response to D.

In summary, the differences between amounts used by Mr. Milner and Mr. Wakeling are immaterial, and do not affect the conclusions presented in BellSouth's testimony/affidavit as filed.

Prepared by: Keith Milner/Victor Wakeling

REQUEST: Does BellSouth provide a line splitter in some line sharing arrangements with data-CLECs?

a. If your answer is in the affirmative, please state on what terms and Conditions the splitter is provided.
b. Please attach to your answers the relevant provisions of any interconnection agreement consisting of such terms and conditions.

RESPONSE: Yes, BellSouth provides a line splitter in some line sharing arrangements with data-CLECs ("data-CLEC"). In the BellSouth Line Sharing–Central Office based offering, one of the options available is for a BellSouth owned splitter.

a. BellSouth's Line Sharing-Central Office based-BellSouth owned splitter offering allows for data-CLECs to order splitters in increments of 96 or 24 ports. Effective July 25, 2001, an 8 port option was made available. Charges for these splitters include non-recurring and monthly recurring charges.

b. Attached please find section 3 of Attachment 2 to the BellSouth Standard Interconnection Agreement (Version 2Q01), as requested.

Prepared by: Thomas Williams

BellSouth Telecommunications, Inc.
Kentucky Public Service Commission
KY PSC 2001-105
WorldCom's 1st Data Requests
July 16, 2001
Item No. 34
Attachment 1

Attachment 2

Network Elements and Other Services

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

3 High Frequency Spectrum Network Element

3.1 General

3.1.1 BellSouth shall provide <<customer_name>> access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in this Attachment.

3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow <<customer_name>> the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, *American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems*. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. <<customer_name>> shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.

3.1.3 Access to the High Frequency Spectrum requires an unconditioned, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide Loop conditioning to <<customer_name>> in accordance with the Unbundled Loop Modification process set forth in Section 2.2 of this Attachment. BellSouth is not required to condition a Loop for access to the High Frequency spectrum if conditioning of that Loop significantly degrades BellSouth's voice service. If <<customer_name>> requests that BellSouth condition a Loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the Loop, <<customer_name>> shall pay for the Loop to be restored to its original state.

3.2 Provisioning of High Frequency Spectrum and Splitter Space

3.2.1 BellSouth will provide <<customer_name>> with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, <<customer_name>> must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the end-user of such Loop. <<customer_name>> may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within forty-two (42) calendar days of <<customer_name>>'s submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

3.2.1.2 Once a splitter is installed on behalf of <<customer_name>> in a central office in which <<customer_name>> is located, <<customer_name>> shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and <<customer_name>> shall pay the electronic or manual ordering charges as applicable when <<customer_name>> orders High Frequency Spectrum for end-user service.

3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide <<customer_name>> access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to <<customer_name>>'s xDSL equipment in <<customer_name>>'s collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide <<customer_name>> with a carrier notification letter, informing <<customer_name>> of change. <<customer_name>> shall purchase ports on the splitter in increments of 24 ports.

3.2.1.4 BellSouth will install the splitter in (i) a common area close to the <<customer_name>> collocation area, if possible; or (ii) in a BellSouth relay rack as close to the <<customer_name>> DS0 termination point as possible. <<customer_name>> shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for <<customer_name>> on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified <<customer_name>> DS0 at such time that a <<customer_name>> end user's service is established.

3.2.1.5 The High Frequency Spectrum shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and <<customer_name>> desires to continue providing xDSL service on such Loop, <<customer_name>> shall be required to purchase a full stand-alone Loop unbundled network element. To the extent commercially practicable, BellSouth shall give <<customer_name>> notice in a reasonable time prior to disconnect, which notice shall give <<customer_name>> an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the end user and <<customer_name>> purchases the full stand-alone Loop, <<customer_name>> may elect the type of loop it will purchase. <<customer_name>> will pay the appropriate recurring and non-recurring rates for such Loop as set forth in Exhibit C to this Attachment. In the event <<customer_name>> purchases a voice grade Loop, <<customer_name>> acknowledges that such Loop may not remain xDSL compatible.

3.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

3.2.2 **Ordering**

3.2.2.1 BellSouth will provide <<customer_name>> the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

3.2.2.2 BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When <<customer_name>> submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide <<customer_name>> with access to the High Frequency Spectrum at the following target intervals:

3.2.2.3 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

3.2.2.4 BellSouth will provide to <<customer_name>> BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.

3.2.2.5 BellSouth will provide <<customer_name>> access to Preordering Loop Makeup (LMU), in accordance with the terms of this Agreement. BellSouth shall bill and <<customer_name>> shall pay the rates for such services, as described in Exhibit C.

3.2.2.6 BellSouth shall test the data portion of the loop to ensure the continuity of the wiring for <<customer_name>>'s data.

3.2.3 **Maintenance and Repair**

3.2.3.1 <<customer_name>> shall have access for repair and maintenance purposes, to any loop for which it has access to the High Frequency Spectrum. <<customer_name>> may access the loop at the point where the combined voice and data signal exits the central office splitter.

3.2.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point. <<customer_name>> will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

3.2.3.3 <<customer_name>> shall inform its end users to direct data problems to <<customer_name>>, unless both voice and data services are impaired, in which event the end users should call BellSouth.

3.2.3.4 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the Loop.

3.2.3.5 In the event <<customer_name>>'s deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify <<customer_name>> and allow twenty-four (24) hours to cure the trouble. If <<customer_name>> fails to resolve the trouble,

BellSouth may discontinue <<customer_name>>'s access to the High Frequency Spectrum on such loop.

3.2.4 **Line Splitting**.

3.2.4.1 BellSouth will work cooperatively with CLECs to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a "Voice CLEC") and the other being a provider of data services (a "Data CLEC") may provide services over the same loop. The loop and port over which the services are provided cannot be a loop and port combination (i.e., UNE-P), but must be individual, stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of <<customer_name>>, the Parties shall amend this Agreement to incorporate the same.

REQUEST: If a CLEC acquires the voice service for an end user that is presently in a line sharing arrangement between an ILEC providing voice service and a data-CLEC, when BellSouth has previously provided a line splitter or the same functionality to the data-CLEC, will BellSouth continue to provide the line splitter or functionality? If so, please state on what terms and conditions the same will be provided.

RESPONSE: Yes. Although there is no regulatory requirement to do so BellSouth will continue to provide the splitter in the event a CLEC acquires the voice service for an end user that is presently in a line sharing arrangement between BellSouth providing voice service and a data-CLEC, when BellSouth has previously provided a line splitter, provided certain conditions are met. If a data-CLEC engaged in line sharing is leasing a splitter from BellSouth and a CLEC wins the voice customer, if the data provider does not change and there is an agreement between the voice-CLEC and the data-CLEC to allow the same data-CLEC to use its high frequency spectrum, Bellsouth would not require a wiring change.

Prepared by: Thomas Williams

REQUEST: If BellSouth or its affiliate is providing data services to an end user in a line sharing arrangement, if a CLEC acquires the end user for voice service, will BellSouth or its affiliate continue to provide data service using the shared lines? If so, please state on what terms and conditions the same will be provided.

RESPONSE: BellSouth offers its BellSouth ADSL service via the FCC Access Tariff. BellSouth offers this DSL transport to Internet Service Providers ("ISPs"), who in turn, sell its Internet Service to the end users. Accordingly, BellSouth does not provide 'data services to an end user' in a line sharing arrangement.

In a 'line sharing arrangement', by definition, BellSouth is the voice provider. In accordance with the FCC's definition of line sharing, should a 'CLEC acquire the end user for voice service', a 'line sharing arrangement' no longer exists, and the loop is no longer eligible for Line Sharing.

If BellSouth is providing its ADSL service to an ISP (who in turn sells to the end user) and a CLEC acquires the end user for voice service, BellSouth will no longer provide its ADSL service to the ISP (and in turn, to the end user.) The FCC substantiated this position when it said in its Reconsideration Order at ¶ 16: "We deny, however, AT&T's request that the Commission clarify that incumbent LECs must continue to provide xDSL services in the event customers choose to obtain voice service from a competing carrier on the same line because we find that the *Line Sharing Order* contained no such requirement. (Third Report and Order On Reconsideration In CC Docket No. 98-147 and Fourth Report and Order On Reconsideration In CC Docket No. 96-98, January 19, 2001)

Prepared by: Thomas Williams

REQUEST: Has BellSouth or an affiliate provided data services to an end user in a line sharing arrangement after a CLEC has acquired the end user for voice service? If so, please state on what terms and conditions when the same occurred, and on what terms and conditions the same was provided.

RESPONSE: No. As previously stated, BellSouth offers its BellSouth ADSL service via the FCC Access Tariff. BellSouth offers this DSL transport to Internet Service Providers ("ISPs"), who in turn, sell its Internet Service to the end users. Accordingly, BellSouth does not provide 'data services to an end user' in a line sharing arrangement.

In a 'line sharing arrangement', by definition, BellSouth is the voice provider. In accordance with the FCC's definition of line sharing, should a 'CLEC acquire the end user for voice service', a 'line sharing arrangement' no longer exists, and the loop is no longer eligible for Line Sharing.

BellSouth only provides its ADSL transport service to ISPs, and only when it is the voice provider. Accordingly, if a CLEC has acquired the end user for voice service, the end user or the ISP would not be able to purchase BellSouth's ADSL transport offering, as supported by the FCC in ¶ 16 of the above mentioned Order.

Arrangements where other than the ILEC is providing the voice, and a data-CLEC is providing the data service, is referred to as line splitting. In a line splitting arrangement, the CLEC may contract with a data-CLEC of their choice, which has an applicable Interconnection Agreement with BellSouth, to allow access to the high frequency spectrum of its loop to provide the data services.

At one period of time BellSouth did not have edits in place to prevent the sale of BellSouth ADSL service on UNE-P, and some sales of this type did erroneously occur. BellSouth is currently in the process of providing the CLECs with the option of converting the voice service to BellSouth resale service. Should the CLEC decide not to exercise this option, BellSouth will remove the xDSL service.

Prepared by: Thomas Williams

REQUEST: If a CLEC acquires the end user for voice service, and data service was not previously provided the end user using the shared line, will BellSouth or its affiliate provide data service using the shared lines? If so, please state on what terms and conditions the same will be provided.

RESPONSE: No. BellSouth is not a data-CLEC and accordingly, does not provide data services to an end user using the CLEC's loop. However, should a CLEC acquire the end user for voice service, they may contract with any data-CLEC of their choice, which has an applicable Interconnection Agreement with BellSouth, to allow access to the high frequency spectrum of its loop to provide the data services.

The FCC was very explicit in its Third Report and Order On Reconsideration In CC Docket No. 98-147 and Fourth Report and Order On Reconsideration In CC Docket No. 96-98, January 19, 2001, at ¶ 16, when it said:

> We deny, however, AT&T's request that the Commission clarify that incumbent LECs must continue to provide xDSL services in the event customers choose to obtain voice service from a competing carrier on the same line because we find that the *Line Sharing Order* contained no such requirement.

Prepared by: Thomas Williams

REQUEST: Has BellSouth or an affiliate provided data service using the shared lines when a CLEC acquired the end user for voice service, and data service had not previously provided the end user using the shared line? If so, please state on what terms and conditions the same was provided.

RESPONSE: No. Again, BellSouth is not a data-CLEC and accordingly, does not provide data services to an end user using shared lines. However, should a CLEC acquire the end user for voice service, they may contract with any data-CLEC of their choice, which has an applicable Interconnection Agreement with BellSouth, to provide the data services.

At one period of time BellSouth did not have edits in place to prevent the sale of BellSouth Wholesale ADSL on UNE-P, and some sales of this type did erroneously occur. BellSouth is currently in the process of providing the CLECs with the option of converting the voice service to BellSouth resale service. Should the CLEC decide not to exercise this option, BellSouth will remove the xDSL service.

Prepared by: Thomas Williams

REQUEST: If a CLEC acquires the voice service for an end user and leases a loop-port combination from BellSouth, and the end user wants to obtain data services over the shared line, will the existing UNE combination have to be "replaced" with the unbundled loop, unbundled port, and cross connects?

RESPONSE: Yes. By FCC definition a loop-port combination (UNE-P) contains only the loop and the port combined in the ILECs network. Once other items (splitters, cross connects, etc.) are included, the arrangement is no longer a UNE-P, and should the CLEC desire to enter into a line splitting arrangement, it would need to replace the UNE-P with the unbundled loop, unbundled port, and cross connects.

Prepared by: Thomas Williams

REQUEST: If your answer to the preceding interrogatory is in the affirmative, will the new arrangement require a new service order?

a. If so, is there presently an ordering mechanism to "convert" the UNE combination to discrete elements (loop, port, cross connects)? Please describe the OSS (manual or electronic, type, etc.) by which the same is to be accomplished.
b. If not, when does BellSouth contemplate having such a mechanism, and with what system or systems?

RESPONSE:

a. Yes. There is a manual ordering process available to CLECs (via a single LSR) for the conversion of UNE-P into the discrete elements necessary to provide an end user data service over the high frequency spectrum of a UNE loop and port, when the CLEC provides its own splitter and DSLAM.

b. Manual ordering process is available today. Electronic ordering will be available December 2001.

Prepared by: Thomas Williams

REQUEST: State whether terms or conditions for collocation, physical or virtual, are contained in BellSouth's tariffs for Kentucky. If so, identify the tariff(s).

RESPONSE: Terms and conditions for physical collocation are contained in BellSouth's Access Services Tariff, Section E20 ("Expanded Interconnection Service") in Kentucky. Virtual collocation in Kentucky is provided pursuant to BellSouth's FCC Tariff No. 1, Section 20. Terms and conditions for physical and virtual collocation are also contained in BellSouth's Standard Interconnection Agreement and negotiated Interconnection Agreements between BellSouth and individual CLECs.

Prepared by: Pam Tipton

REQUEST: State whether BellSouth disagrees with the findings or conclusions of the FCC in In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability and Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Dockets Nos. 98-147 and 96-98, FCC 00-297, Order on Reconsideration and Second Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and Fifth Further Notice of Propose Rulemaking in CC Docket No. 96-98 (rel. August 10, 2000) ("Order on Reconsideration"). If so, state the findings or conclusions with which BellSouth is in disagreement, whether BellSouth filed any comments with the FCC with regard to its proposed rulemaking that resulted in the Order on Reconsideration, and whether BellSouth has filed any motion, petition, comments or other legal document that states such disagreement(s), and the status of any such proceedings. Please attach a copy of any such motion, petition or comment(s) to your answers to these interrogatories.

RESPONSE: BellSouth neither agrees nor disagrees with the facts and findings in the FCC Dockets referred to above by WorldCom. BellSouth filed comments and replies pursuant to the Further Notice of Proposed Rulemaking (FNPRM). BellSouth also filed two Petitions for Waiver (see attached) regarding the requirements contained in that order. These documents speak for themselves. The FCC subsequently issued orders pursuant to the waivers filed by BellSouth.

Prepared by: Pam Tipton

REQUEST: The Order on Reconsideration sets out a process by which ILECs may request additional provisioning intervals from a state commission. See Order on Reconsideration at ¶¶ 36, 37. State whether BellSouth filed anything with the Commission or the FCC to justify intervals longer than the national default standard state in the Order on Reconsideration, and attach a copy of the same to your answers to these interrogatories.

RESPONSE: See response to item No. 43.

Prepared by: Pam Tipton

REQUEST: For what states in BellSouth's nine (9) state territory does it contend the order entered by the FCC in In the Matter of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147 ("BellSouth Conditional Waiver Order"), applies to a request for physical collocation?

RESPONSE: If WorldCom is referring to the FCC's Memorandum Opinion and Order dated February 21, 2001, which granted BellSouth a conditional waiver of certain aspects of the Collocation Reconsideration Order pending Commission action on petitions for reconsideration of the 90-day provisioning interval, then it is BellSouth's contention that this Order would govern physical collocation intervals for the states of Alabama, North Carolina, Tennessee and Kentucky. The only exception would be that in the state of Alabama, the response interval for space availability and the provisioning interval for cageless collocation were established pursuant to the Alabama Public Service Commission's Final Order on Arbitration in Docket No. 27091 ("ITC^DeltaCom Arbitration Order").

Prepared by: Pam Tipton

REQUEST: State whether you contend that cageless physical collocation may not be provisioned in a shorter interval than caged physical collocation. If so, state each and every fact that supports your position.

RESPONSE: The interval for provisioning cageless collocation should be substantially the same as that for caged collocation because the work activities that BellSouth must perform are substantially the same in either case. The fact that BellSouth does not have to build a cage for a cageless arrangement in no way justifies a shorter interval. BellSouth's provisioning interval for physical collocation is not controlled by the time required to construct an arrangement enclosure. The construction of the cage is done concurrently with the provisioning of the physical collocation space and thus does not result in significant additional time. Often the construction of the cage can be done in a single day. BellSouth still must do the same infrastructure work for a cageless arrangement as would be necessary for a caged arrangement, including the completion of the space conditioning, adding to or upgrading HVAC for that area, adding to or upgrading the power plant capacity and power distribution mechanism, and building out network infrastructure components such as the cable racking and number of cross-connects requested by the CLEC. The absence of a cage has little, if any, bearing on the overall provisioning interval. Because space preparation and network infrastructure work must be completed regardless of the type of arrangement selected and because construction of a cage is performed concurrently with and not in addition to those work activities, there is no justification for a shorter provisioning interval for cageless physical collocation.

Prepared by: Pam Tipton

REQUEST: State whether cageless and virtual collocation are set up physically the same way. If they are not, state the differences between these two forms of collocation.

RESPONSE: Cageless physical collocation is more closely related to a physical caged collocation arrangement than to a virtual collocation arrangement. Likewise, the provisioning processes for virtual collocation and cageless physical collocation are significantly different. In a cageless physical collocation arrangement, a competitor leases space to place its equipment within an ILEC's premises. The CLEC has physical access to this space to install, maintain, and repair its equipment. In a virtual collocation arrangement, the CLEC, however, does not have physical access to the ILEC's premises. Instead, the equipment is under the physical control of the ILEC and the ILEC is responsible for installing, maintaining, and repairing the equipment designated by the CLEC.

Virtual collocation and physical collocation (either caged or cageless) are two distinctly different service offerings. While a collocator has direct access to its physical collocation equipment on a twenty-four hour a day, seven-day a week basis, access to virtual collocation is restricted to limited inspection visits only. Because BellSouth leases virtual collocation equipment from the carrier and assumes the maintenance and repair responsibility at the direction of the collocator, virtual collocation arrangements are most often placed within the BellSouth equipment line-up where BellSouth usually has conditioned space in anticipation of installing its own equipment. BellSouth is required to permit virtual collocation within its reserved growth space under 47 C.F.R. 51.323(f)(5). For cageless collocation (in the absence of binding CLEC forecasts), BellSouth has no way to determine what the CLECs will be requesting to install in the office and therefore cannot reasonably precondition the office with cable racking, power, etc. to accommodate cageless equipment growth.

RESPONSE (Cont'd):

Virtual collocation, on the other hand, is typically requested when there is no more room in the central office in which to grow physical collocation. As stated above, BellSouth is required to give up available space in its existing equipment line-ups to accommodate virtual collocation requests. This space may be pre-conditioned with the associated infrastructures, because it is part of the space BellSouth has forecasted for its own future growth.

As noted above, virtual collocation arrangements are assigned space in standard equipment rack lineups. BellSouth constructs overhead cable rack, fiber duct, frame and aisle lighting, and framework ground conductors as required to support the collocated equipment racks. On the other hand, cageless physical collocation arrangements require isolated grounding and/or utilize system-specific cable racking. For this type of arrangement, the collocator must request floor space similar to a caged arrangement. The collocator is responsible for the cable racking, frame and aisle lighting and grounding required for the system within the assigned space. BellSouth installs cable rack, fiber duct and grounding conductors to the perimeter of the assigned space to interconnect with the collocated equipment. No physical cage or wall is constructed.

A virtual collocation arrangement is cabled to BellSouth's Battery Distribution Fuse Boards (BDFBs) for all DC power requirements. With physical collocation (either cageless or caged), the collocator has the option of cabling to a BellSouth BDFB or installing its own BDFB. If the collocator installs its own BDFB, primary power feeders must be cabled to the BellSouth –48V Power Board. In such cases, BellSouth may be required to construct power feeder cable rack between the collocated BDFB and the BellSouth power board.

RESPONSE (Cont'd):

Circuits from a virtual collocation arrangement are cabled directly to BellSouth interconnecting frames, such as the Main Distributing Frame, Digital Cross Connect Frames or Lightguide Cross Connect Frames. If the collocator's physical collocation Interconnection Agreement does not specify an intermediate Point of Termination (POT), the physical collocation arrangement will be cabled in the same manner as a virtual collocation arrangement to BellSouth interconnection frames. If the collocator's Interconnection Agreement requires an intermediate POT, BellSouth installs cable from the interconnection frame(s) to the POT. The POT may be provided by BellSouth or the collocator, as determined by the collocator.

Finally, the Florida Public Service Commission ("FPSC") recently addressed this same issue in the context of its generic collocation docket (Docket Nos. 981834-TP/990321-TP). The FPSC found that "[evidence of record] does not show that the provisioning interval for caged physical collocation is significantly impacted by the construction of a cage."

Prepared by: Pam Tipton

REQUEST: State whether any time frame in which cageless collocation can be provisioned is also appropriate for virtual collocation. If not, state each and every fact supporting your position.

RESPONSE: As explained in detail in the response to Item No. 47, BellSouth believes that the provisioning of virtual collocation generally does not require as much space and infrastructure preparation work as is required for cageless (or caged) physical collocation. Therefore, the time frames in which virtual collocation can be provisioned are inappropriately short and therefore, insufficient for the provision of cageless physical collocation. However, an appropriate time frame for provisioning cageless physical collocation (that is longer than the existing interval for virtual collocation) should generally allow sufficient time to provision virtual collocation.

Most virtual collocation arrangements consist of 1 to 2 bays of equipment. The quantity of virtual collocation arrangements represents a very small percentage of all collocated equipment arrangements in BellSouth. Since BellSouth is responsible for maintenance and operation of virtual collocated equipment, it is typically installed within the floor space reserved for BellSouth equipment growth. This growth space can, on an infrequent basis, accommodate 1 to 2 bays of equipment without significant space preparation work. Thus, the average provisioning interval for virtual collocation is less than that typically required for cageless physical collocation.

Cageless physical collocation occurs much more frequently than virtual collocation and may consist of several equipment frames. As with a collocator's reserved growth space, BellSouth does not assign floor space to physical collocated equipment within the space, which BellSouth is allowed to reserve for its own equipment growth. Dependent upon the specific conditions within a premise, space preparation is much more likely to be required for physical collocation, requiring a longer provisioning interval.

RESPONSE (Cont'd):

There are occasions where previously conditioned floor space is available to accommodate cageless physical collocation. In such cases, the actual provisioning interval for a 1 to 2 bay cageless physical collocation arrangement with the same power and interconnection arrangements as virtual collocated equipment will be equivalent to the virtual collocation provisioning interval. Such conditions are the exception, not the rule, and cannot rationally be used as the basis for shortening the cageless physical collocation provisioning interval.

On August 10, 2000, the FCC issued its Collocation Reconsideration Order setting forth default intervals for physical collocation where state regulatory authorities had not established such intervals. On December 1, 2000, BellSouth filed with the FCC a Petition for Conditional Waiver. On February 20, 2001, the FCC held that the intervals in the New York Section 271 decision would be the applicable default intervals to be used by BellSouth in those states where the regulatory authority had not established its own intervals. Consequently, BellSouth will comply with the FCC's default collocation intervals until such time as the Commission establishes permanent intervals. At that time, BellSouth will comply with the final order of the Commission. BellSouth will provision physical collocation (both caged and cageless) in 76 business days under ordinary conditions and 91 business days under extraordinary conditions.

Neither the FCC nor the Commission has established provisioning intervals for virtual collocation. Notwithstanding that fact, BellSouth will provide virtual collocation in 50 calendar days under ordinary circumstances and 75 calendar days under extraordinary circumstances.

Prepared by: Pam Tipton

REQUEST: Will BellSouth provide DC power to collocated equipment in adjacent collocation space? If not, identify any provision of any code that supports your position that DC power should not be provided by BellSouth to adjacent collocation space.

RESPONSE: No. The FCC rules do not require BellSouth to provide DC power to an adjacent collocation arrangement "if it provides DC power to the equipment in the central office." 47 C.F.R. 51.323(k)(3). Providing DC power to an adjacent collocation arrangement runs afoul of the National Electrical Safety Code, which allows the powering of one structure from another only if both structures are under one management. (See attached Article 225). BellSouth is willing to provide AC power to an adjacent collocation arrangement, which is consistent with the manner in which BellSouth would provide power to all of its own adjacent arrangements or remote sites. However, approval must be obtained from the appropriate local authority, given that Article 225 of the above-mentioned code does not specifically allow power circuits to be run between buildings with different owners. In addition to the National Electrical Code issue, it is economically foolish to run DC power to an adjacent structure due to voltage drop requirements and issues associated with running DC power outdoors. DC cable costs increase exponentially with cable distance due to voltage drop. DC power cable that meets TelCordia GR-347-CORE, Issue 1 11/96 "Generic Requirements for Central Office Power Wire" are not rated for outdoor use. Finally, DC power in a wet environment is highly corrosive.

Prepared by: Pam Tipton

REQUEST: Does BellSouth have any safety concerns regarding the use by CLECs of batteries in enclosed adjacent collocation space? If so, state each and every such concern.

RESPONSE: An adjacent structure would be owned and operated by the CLEC and would be maintained by its own employees and/or contractors. Therefore, it would be up to the CLEC to determine if the use of batteries in an enclosed adjacent collocation space would comply with its own safety concerns, as well as the local, regional, state, and/or federal safety codes.

Prepared by: Pam Tipton

REQUEST: State whether BellSouth has provided AC to its remote spaces, which it has then converted to DC power.

RESPONSE: At all of BellSouth's remote terminal sites (that is, structures away from the central office building), AC power runs to the site and BellSouth then "converts" the AC power to DC power inside the remote site location. BellSouth has thousands of such arrangements in place across its nine-state region. Given that this is a normal business practice, BellSouth believes that this method of providing power is likewise appropriate for adjacent collocation arrangements and sees no safety concerns if the adjacent collocation construction complies with BellSouth's design and construction specifications.

Prepared by: Pam Tipton

REQUEST: State whether BellSouth has offered to provide or has provided DC power in other collocation arrangements outside the central office; namely, with respect to collocation at the remote terminal. If so, identify each such offer or provision of DC power, and state the terms and conditions thereof.

RESPONSE: With respect to collocation at remote terminals, BellSouth will provide DC power, if space is available, in an existing remote terminal but will not provide DC power to an adjacent collocation arrangement.

Prepared by: Pam Tipton

REQUEST: State what federal universal service funds have been received by BellSouth during the last twelve months. Of the funds received, what have been spent or are designated to be spent for facilities that support or use BellSouth's retail DSL.

RESPONSE: In late 1999 the FCC adopted a new methodology for determining universal service high cost support for non-rural companies. For the year 2000 certain companies received "new" high cost support if the support calculated under the new methodology exceeded the support provided under the old methodology. Support from the old methodology is referred to as hold-harmless support. Hold-harmless support is embedded in the rate structure and not specifically earmarked for spending in any particular manner.

BellSouth Kentucky did not receive any "new" federal universal service high cost support for Kentucky for the year 2000. BellSouth Kentucky has not received any "new" support in 2001 nor are any such receipts currently projected. Consequently no federal universal service high cost funds have been spent or are designated to be spent for facilities that support retail DSL in Kentucky.

Prepared by: Steve Rausch