

completion construction of collocation space within 180 days from the receipt of a complete and accurate order. Id. In Louisiana, BellSouth's average installation interval for collocation has been 117 days. Milner Aff. Ex. WKM-2. BellSouth has established three performance measurements to allow monitoring of its timeliness in responding to and filling collocation requests. See Stacy Performance Aff. Ex. WNS-1, at 39.

CLECs also need not guess at the terms of collocation. See South Carolina Order, 13 FCC Rcd at 647-48, ¶ 197. The terms of collocation arrangements are comprehensively spelled out in BellSouth's Collocation Handbook, which is being supplied to the Commission as part of this application. Tipton Aff. Ex. PAT-1. BellSouth's SGAT sets out the monthly recurring charges for floor space (calculated by square foot), power (calculated by amperage), and cross-connects, as well as the non-recurring charges for physical collocation. SGAT, Attach. A. These rates have been approved by the Louisiana PSC. While in its South Carolina Order the Commission criticized BellSouth for failing to specify a uniform rate for some aspects of collocation, see 13 FCC Rcd at 654, ¶ 206, it is simply not possible to price many aspects of collocation without considering the needs of the particular CLEC customer.²⁴ The costs involved in collocation vary greatly, depending on a CLEC's requirements for equipment, space, and power. See Tipton Aff. ¶ 20. CLECs that have requested collocation may obtain appropriately redacted records regarding similar Louisiana collocation work that was priced on an ICB basis. Tipton Aff. ¶ 20. This provides CLECs information about the likely costs of various collocation

²⁴ The question of whether jurisdiction over the pricing of collocation terms is reserved exclusively to the States (as BellSouth believes) is currently before the United States Court of Appeals for the District of Columbia. BellSouth Corp. v. FCC, No. 98-1019 (D.C. Cir., oral argument scheduled for September 25, 1998).

arrangements and a basis for assessing the CLEC's own price quotation, further addressing this Commission's prior concern about the reasonableness and predictability of pricing. Id.

Where space is not available for physical collocation, or at a CLEC's request, BellSouth will offer virtual collocation for local interconnection. Id. ¶¶ 5, 14-17, 23. Under virtual collocation, the CLEC leases to BellSouth all equipment, facilities, and support components required to provision, maintain, and repair the collocated equipment on an ongoing basis for the nominal fee of one dollar. Id. ¶ 17. BellSouth will maintain and repair this collocated equipment in a nondiscriminatory fashion. Id.

Throughout BellSouth's nine-state region, 58 physical collocation arrangements were in place for CLECs as of May 31, 1998, and an additional 221 physical collocation arrangements were in progress. Milner Aff. ¶ 27 & Ex. WKM-2. In Louisiana, BellSouth has completed two physical collocation arrangements, and an additional five physical collocation arrangements were in progress as of May 31, 1998. Id. Exhibit WKM-2 to W. Keith Milner's Affidavit is a list of physical collocation arrangements currently in place and those in progress in Louisiana.

Also available to CLECs is SONET-based interconnection, which is similar to virtual collocation except that the CLEC and BellSouth install SONET-based equipment in their respective locations, and each chooses a SONET equipment supplier. Id. ¶ 28. Other interconnection arrangements (such as meet points, Super Groups, or multiple tandem access) are negotiated using the BFR process. Id. ¶ 3; Varner Aff. ¶¶ 21-22. These arrangements require the use of BFR process because of the need coordinate and price specific points of interconnection with the CLEC.

BellSouth provides CLECs with nondiscriminatory trunk installation. BellSouth follows the same installation process for CLEC trunks as for its own trunks, and trunk blockage data

reflects that the service BellSouth provides to CLECs meets or exceeds the service BellSouth provides its own retail customers. As shown in the Performance Measures Affidavit of William Stacy and its accompanying data, the speed of installation, due dates missed, and blockage rates were all more favorable for CLEC trunk groups than for BellSouth trunk groups during May 1998. See Stacy Performance Aff. Ex. WNS-3.

BellSouth's interconnection agreements and SGAT ensure that CLECs can obtain interconnection at rates that are cost-based as determined by the Louisiana PSC. After an in-depth pricing proceeding in which BellSouth and other parties submitted forward-looking cost studies and other evidence, the Louisiana PSC established rates that have been incorporated into BellSouth's SGAT and agreements. See Pricing Order²⁵ Attach. A, § D (interconnection and transport), § H (collocation). The Louisiana PSC arrived at its rates after consulting an independent expert, whose recommendations often differed from those of BellSouth and other parties. Pricing Order at 4. The independent consultant's cost methodology, which the Louisiana PSC adopted, was identical to the methodology relied upon by the Michigan Commission, id. at 3, and endorsed by this Commission as "fully consistent with TELRIC principles," Michigan Order, 12 FCC Rcd at 20698-99, ¶ 290.

2. Access to Network Elements.

Section 271(c)(2)(B)(ii) requires BellSouth to provide access to UNEs in accordance with the requirements of sections 251(c)(3) and 252(d)(1) of the Communications Act. Sections 251(c)(3) and 252(d)(1) in turn require BellSouth to provide access to UNEs: (A) "at any

²⁵ Order No. U-22022/22093-A, Review and Consideration of BellSouth's TSLRIC and LRIC Cost Studies Submitted Per Sections 901.C and 1001.E of the LPSC Local Competition Regulations, Docket Nos. U-22022/22093 (LPSC rel. Oct. 24, 1997) (App. C, Tab 293).

technically feasible point”; (B) “on rates, terms and conditions that are just, reasonable, and nondiscriminatory”; and (C) based upon cost plus a “reasonable profit.” In the Local Interconnection Order, the Commission adopted rules that require incumbent LECs to make interconnection available for unbundled access to, at a minimum, the following independent network elements: local loops; the network interface device (“NID”); local switching; interoffice transmission facilities; signaling networks and call-related databases; OSS functions; and operator services and directory assistance. 47 C.F.R. § 51.319.

CLECs in Louisiana and elsewhere in BellSouth’s nine-state local service area have requested, and BellSouth has furnished, each of these standard offerings (including NIDs as part of loop/NID combinations). Varner Aff. ¶ 62; see also Milner Aff. ¶ 5 (provisioning details). When it delivers these UNEs, BellSouth does not impose any limitations, restrictions, or requirements on requests for or use of the UNE that would impair a CLEC’s ability to provide a telecommunications service in the manner it intends. Varner Aff. ¶ 63. To the contrary, BellSouth permits any CLEC to combine UNEs on an end-to-end (or any other) basis. Id. The same facilities that BellSouth supplies to CLECs as UNEs are used by BellSouth in its retail operations. Milner Aff. ¶ 24.

In its South Carolina Order, the FCC expressed concern that BellSouth had not adequately detailed how CLECs could combine UNEs provided by BellSouth for their own use. 13 FCC Rcd at 654, ¶ 206. BellSouth has addressed these concerns. BellSouth’s SGAT and technical materials provide the specific details that CLECs need to combine UNEs. BellSouth provides administrative information and procedures for ordering facilities and services in three separate manuals, all of which are on file with the Louisiana PSC and have been provided with this Application. SGAT § XV. As already explained, BellSouth also has committed to intervals

for answering and implementing requests for collocation, an issue that was of concern to the Commission when it reviewed BellSouth's South Carolina application. 13 FCC Rcd at 650, ¶ 202. Also as explained above, prices and terms for collocation are spelled out in as much detail as is reasonably possible given the individualized nature of collocation arrangements; collocation pricing has been approved by the Louisiana PSC, which has exclusive jurisdiction over this issue. See Iowa Utils. Bd., 120 F.3d at 793-94.

BellSouth makes the following assembled UNE combinations available to CLECs: (1) loop and cross-connect; (2) port and cross-connect; (3) port and cross-connect and common transport; (4) loop distribution and NID; (5) loops with loop concentration and cross-connect; (6) loop and NID. Varner Aff. ¶ 68. While in its South Carolina Order the Commission indicated concern that actually combining other UNEs might be infeasible using physical or virtual collocation, 13 FCC Rcd at 653, 654-55, ¶¶ 205, 208, such concerns are not warranted.

In order to combine network elements in their collocation spaces, CLECs will use the same types of cross-connections that BellSouth regularly uses in its retail operations. BellSouth uses cross-connections to combine facilities, just as CLECs will do. Milner Aff. ¶ 24. CLECs' use of cross-connections to combine network elements into an operational network is not discriminatory, but rather is a routine part of local telephone operations and precisely analogous to the manner in which BellSouth establishes service to a customer premises not previously served by its network. Id.

As would be expected of such a routine practice, combining facilities using cross-connections is neither cumbersome nor labor intensive. See Id. ¶ 25. Furthermore, to speed and simplify the process, a CLEC may pre-wire its frame, thus avoiding any need to coordinate customers with BellSouth or to crowd the distribution frame with more than one technician. Id.

CLECs opting to use virtual collocation to combine UNEs likewise may make use of pre-wired terminations on their equipment, electronic digital cross-connect facilities, other means of remote cross-connects, or connections on a per-request basis. Id. ¶ 39.

By making physical and virtual collocation available at PSC-approved prices and on clearly stated, nondiscriminatory terms, BellSouth satisfies the statutory requirement that CLECs have at least one option for combining UNEs on nondiscriminatory terms. See Letter from William E. Kennard, Chairman, FCC, to Sen. John McCain and Sen. Sam Brownback at ii-5 (Mar. 20, 1998). By contrast, attempts by AT&T to recast electronic activation of pre-combined UNEs as a required means by which CLECs might combine separate UNEs is directly contrary to law. See Varner Aff. ¶ 76. Under AT&T's plan, advanced in various proceedings, the incumbent would keep an existing loop and switch port physically connected upon the CLEC's request. The CLEC would send an electronic signal to the switch to put the already-combined elements into service for its customer. AT&T's proposal is flatly inconsistent with the Eighth Circuit's decision in Iowa Utilities Board. As this Commission has explained, a "[c]entral" aspect of the Eighth Circuit's "holding is the premise that elements are 'unbundled' for purposes of Section 251(c)(3) only if they are physically separated." United States' Petition for a Writ of Certiorari at 25, FCC v. Iowa Utils. Bd. (No. 97-831, Nov. 1997). Absent a reversal of the Eighth Circuit's holding on this point, the Commission has no authority to order BellSouth involuntarily to provide the electronic access to the pre-assembled elements AT&T seeks. AT&T's proposal also runs afoul of this Commission's decisions implementing the 1996 Act. AT&T would, under its proposal, send instructions directly to the control processor of BellSouth's switch. Yet "the incumbent LEC is not required to relinquish control over operations of the switch." Local Interconnection Order, 11 FCC Rcd at 15708, ¶ 415. The

incumbent LEC — not the CLEC — is responsible for “activat[ing] (or deactivat[ing]) the particular features on the customer line designated by the competing provider.” Id.

3. Nondiscriminatory Access to Poles, Ducts, Conduits, and Rights-of-Way.

Section 271(c)(2)(B)(iii) directs BellSouth to provide nondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or controlled by it at just and reasonable rates in accordance with the requirements of section 224. The Affidavit of Linda M. Kinsey sets out the methods and procedures by which BellSouth satisfies this requirement. See generally Kinsey Aff. BellSouth’s rates for pole attachments and conduit have been approved by the Louisiana PSC. Varner Aff. ¶ 88; Milner Aff. ¶¶ 50-51; see also, e.g., SGAT § III.A & Attach. D; AT&T Agreement § 32.1, Table 3, Attach. 3, § 3; PrimeCo Agreement § VIII; Sprint Spectrum Agreement § IX; MereTel Agreement § IX; Pricing Order Attach. A, § J.2 (pricing of access).

There can be no question that access to poles, ducts, conduits, and rights-of-way is available in Louisiana. Twenty-one CLECs, including 14 that operate in Louisiana, have executed license agreements with BellSouth that allow them to attach their facilities to BellSouth’s poles and to place their facilities in BellSouth’s ducts and conduits. See Milner Aff. ¶ 50; Kinsey Aff. ¶ 21. In Louisiana, BellSouth is at present processing CLEC applications for poles, ducts, conduits, and rights-of-way. Kinsey Aff. ¶ 21. The Louisiana PSC specifically found, in the course of its comprehensive and favorable review of BellSouth’s checklist compliance, that BellSouth complies with checklist item (iii). Compliance Order²⁶ at 8.

²⁶ Order U-22252-A, Consideration and Review of BellSouth Telecommunications, Inc.’s Preapplication Compliance with Section 271 of the Telecommunications Act of 1996, Docket U-22252 (LPSC rel. Sept. 5, 1997) (App. C, Tab 136).

4. Unbundled Local Loops.

BellSouth makes local loop transmission available on an unbundled basis in compliance with section 51.319 of the Commission's rules and section 271(c)(2)(B)(iv) of the Communications Act. See AT&T Agreement Attach. 2, §§ 2-6; SGAT § IV; Sprint Spectrum Agreement §§ VIII.A-B, XVII.E.2.c; MereTel Agreement §§ VIII, XVII.E.2.c; PrimeCo Agreement § XVI.E.2.c (access to local loop provisions of agreements and SGAT). Standard unbundled local loops available under the SGAT include Service Level 1 ("SL1") and Service Level 2 ("SL2"), 2-wire voice grade analog lines, 4-wire voice grading analog lines, 2-wire ISDN digital grade lines, 2-wire Asymmetrical Digital Subscriber Line ("ADSL"), 2-wire and 4-wire High-bit-rate Digital Subscriber Line ("HDSL"), 4-wire DS-1 digital grade lines, and 56 or 64 Kbps digital grade lines. See Compliance Order at 9; Varner Aff. ¶ 91; AT&T Agreement Attach. 3, § 2.2; SGAT § IV.A. Technical service descriptions of BellSouth's loop offerings are included in Exhibit WKM-4 to the Affidavit of Keith Milner. Additional loop types may be requested through the BFR process. Varner Aff. ¶ 91.

BellSouth provides access to loops at any technically feasible point; with access to all features, functions, and capabilities; unbundled from other UNEs; without any restrictions that impair use by CLECs; for a CLEC's exclusive use; and in a manner that enables CLECs to combine loops with other UNEs. Id. The unbundled loops BellSouth provides to CLECs are of equal quality to the loops BellSouth uses in the provision of retail services, and are provided using the same equipment and technical specifications that BellSouth uses itself. Id.; Milner Aff. ¶¶ 55, 66-67.

In addition to loops themselves, BellSouth offers loop cross-connects, which allow the end-to-end local loop to be extended from the main distribution frame in BellSouth's central

office to a CLEC's collocation space. Varner Aff. ¶ 98. BellSouth provides 2-wire and 4-wire voice grade cross-connects as well as DS1 and DS3 cross-connects. Id. Loop concentration allows CLECs to concentrate up to 96 sub-loops on two DS1s for the purpose of connecting the sub-loops (at a concentrated level) to BellSouth's feeder system. id. ¶ 99. If a CLEC orders an unbundled loop, BellSouth will also provide the NID upon request. Id. ¶ 101. As explained in connection with checklist item (ii) above, BellSouth's prices for local loops are in compliance with the Louisiana PSC's Pricing Order and section 252(d)(1). See Pricing Order Attach. A, § A; SGAT Attach. A; Varner Aff. ¶ 102.

BellSouth will make available to CLECs unbundled local loops that are served by Integrated Digital Loop Carrier ("IDLC") equipment. Varner Aff. ¶ 92; Milner Aff. ¶ 52. Pursuant to state arbitration decisions, BellSouth provides loops currently served by IDLC on an unbundled basis using one of two methods: reassigning the loop(s) to non-integrated physical copper pair(s), or, when Next Generation Digital Loop Carrier equipment is used, "grooming" the CLEC's loop(s) by assigning them to specific virtual transmission facilities set aside for that CLEC. Milner Aff. ¶¶ 53-55. Both of these options depend on the availability of required facilities; the measures BellSouth implements in the event of a lack of availability are described in the Affidavit of W. Keith Milner. Id. ¶¶ 56-61.

Local loops are available in practice to any CLEC that wishes to order them. BellSouth had provisioned 18,749 unbundled loops to CLECs in its nine-state region as of June 1, 1998, id. ¶ 52. As of June 1, approximately 107 loops had been promised in Louisiana. Wright Public Aff. ¶ 41. BellSouth also has conducted testing to verify that unbundled local loop transmission is properly provisioned and billed to CLECs. Milner Aff. ¶¶ 63, 65. BellSouth likewise tested

the availability of a separately ordered NID. Service orders for a NID flowed properly through BellSouth's systems and accurate bills were generated. Id. ¶ 66.

The Commission has agreed that ordering and provisioning of unbundled network elements, such as unbundled loops, have no retail analog. South Carolina Order, 13 FCC Rcd at 594, ¶ 98. Consequently, BellSouth must show that it offers access to such elements sufficient to allow an efficient competitor a meaningful opportunity to compete. Id. The order completion and interval data confirming such access are presented in the Performance Measurements Affidavit of William Stacy, Stacy Performance Aff. Ex. WNS-3.

5. Unbundled Local Transport.

Section 271(c)(2)(B)(v) of the Act requires BellSouth to offer local transport unbundled from switching or other services. BellSouth makes available dedicated and shared transport between end offices, between tandems, and between tandems and end offices. See Varner Aff. ¶¶ 113-115; AT&T Agreement Attach. 2, §§ 9-10; Sprint Spectrum Agreement §§ VIII.C, XVII.E.2.c & Attach. B-1; MereTel Agreement §§ VIII, XVII.E.2.c; PrimeCo Agreement § XVI.E.2.c; SGAT § V.A. CLECs have access to the same shared transport facilities that BellSouth uses to carry its own traffic, and no distinction is made between BellSouth's traffic and a CLEC's traffic. Varner Aff. ¶ 116. BellSouth has issued technical service descriptions outlining both dedicated and shared interoffice transport, and has procedures in place for the ordering, provisioning, and maintenance of these services. Milner Aff. Ex. WKIM-4.

Dedicated Transport. As of June 1, 1998. BellSouth had provided CLECs 2,151 dedicated trunks for interoffice transport in BellSouth's nine-state region, including 162 dedicated trunks in Louisiana. Id. ¶ 77. BellSouth provides dedicated transport to and from each BellSouth central office in its nine-state region, as well as between all BellSouth end offices and

tandem offices. Varner Aff. ¶ 114. BellSouth also offers dedicated transport between BellSouth's central offices and interexchange carrier points of presence ("POPs"). Id. Requests for other forms of transport that require high levels of capacity, are currently available through the BFR process. Id. ¶ 115.

Common (Shared) Transport. BellSouth offers to provide common transport when a CLEC requests unbundled local switching from BellSouth. Id. ¶ 116. In such a case, CLEC traffic follows transmission paths identical to BellSouth's traffic, in accordance with the routing tables in the BellSouth central office switches. Id. BellSouth offers shared transport between all BellSouth tandems, as well as all BellSouth switches subtending those tandems. Id.

BellSouth permits a requesting carrier to use shared transport to carry any type of traffic the carrier is authorized to carry, including interstate and intrastate exchange access to its customers. Id. In such cases the CLEC, rather than BellSouth, will collect the associated access charges. Id. Like BellSouth's other rates, its rates for transport have been approved by the Louisiana PSC. Pricing Order Attach. A, § D; see also AT&T Agreement § 37 & Table 1 (App. B, Tab 30); SGAT Attachment A.

Despite the fact that shared and dedicated transport are very similar to the interoffice transport components of special access that BellSouth has provided to competitive access providers for years, BellSouth also conducted end-to-end testing of these offerings. Milner Aff. ¶ 79. This testing verified that service orders for transport and unbundled channelization flow through BellSouth's systems as planned, and are accurately billed. Id.

6. Unbundled Local Switching.

Section 271(c)(2)(B)(vi) of the Act requires BellSouth to make available local switching unbundled from transport, local loops, or other services. The Commission's rules require further

unbundling of local and tandem switching capabilities. 47 C.F.R. § 51.319(c)(2). BellSouth satisfies this requirement through its approved interconnection agreements and SGAT. Varner Aff. ¶ 121-134; Sprint Spectrum Agreement § VII, XVII.E.2.c; see also MereTel Agreement § VII, XVII.E.2.c; PrimeCo Agreement § XVI.E.2.c (MFN clause providing access to switching provisions of other agreements and SGAT); AT&T Agreement Attach. 2, § 7; SGAT § VI.A. BellSouth also provides CLECs with technical service descriptions of its unbundled local switching offerings, detailing compliance with the statutory and regulatory requirements. Milner Aff. Ex. WKM-4. As of June 1, 1998, BellSouth had 80 unbundled switch ports in service for CLECs, including one in Louisiana. Milner Aff. ¶ 80.

BellSouth offers switch ports with all the vertical features BellSouth provides its retail customers. Varner Aff. ¶ 123. Currently available switch ports include 2-wire and 4-wire analog line ports, 2-wire and 4-wire DID ports, 2-wire ISDN digital line side ports, 4-wire ISDN DS1 digital trunk ports, and coin ports. Id. Vertical features that are not offered to BellSouth retail customers, but are desired by CLECs, may be requested through the BFR process. Id. To date, no CLEC has used the BFR process to request any vertical switching features. Id. ¶ 126.

BellSouth will provide selective (or customized) routing to a CLEC's desired platform, using line codes subject to availability and in accordance with the Louisiana PSC's orders. Varner Aff. ¶ 133; Milner Aff. ¶¶ 82; Compliance Order at 12-13; SGAT § VI.A.2.²⁷ BellSouth also has been testing an Advanced Intelligent Network ("AIN") method of selective routing since January 1998. Varner Aff. ¶ 133; Milner Aff. ¶ 83 & WKM-5. When the AIN-based method of

²⁷ BellSouth has not denied any requests for selective routing due to a lack of line class code capacity, and has no reason to believe that there is an imminent danger of exhaustion of line class codes. Milner Aff. ¶¶ 83-84.

selective routing becomes available to CLECs, BellSouth will provide the Louisiana PSC with cost-based rates pursuant to the Compliance Order. Varner Aff. ¶ 119. CLECs will not be charged for such selective routing via line class codes in the interim. Varner Aff. ¶ 133.

BellSouth will follow any intervals specified in its Louisiana PSC-approved interconnection agreements and Louisiana PSC orders in converting service from BellSouth to a CLEC, or from one CLEC to another. BellSouth's general policy, however, is that where the CLEC does not specify another due date, conversions requiring only a software change will be made on the same day they are requested if requested by 3:00 p.m. Stacy OSS Aff. ¶ 37; see also Michigan Order, 12 FCC Rcd at 20619, ¶ 141. If requested later than 3:00 p.m., such conversions will be made on the next business day. Stacy OSS Aff. ¶ 37. These intervals are comparable to those BellSouth adheres to when its own customers request a new presubscribed interexchange carrier ("PIC"). See Id.²⁸

BellSouth's unbundled switch offerings also satisfy the pricing requirements of checklist item (ii) and section 252(d)(1). Pricing Order Attach. A § C; see Varner Aff. ¶ 125; AT&T Agreement Table 1; Sprint Spectrum Agreement §§ VIII.C, XVII.E.2.c & Attach. C-17; PrimeCo Agreement § XVI.E.2.c; MereTel Agreement §§ VIII, XVII.E.2.c; SGAT § VI.B & Attach. A at 3. The Louisiana PSC's rates for vertical switching features have been incorporated into the SGAT. Varner Aff. ¶ 117; Pricing Order Attach. A, § B.2.

²⁸ But see Petition of the Local Exchange Carrier Coalition for Reconsideration and Clarification, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996: Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers, at 24-25, CC Docket Nos. 96-98 & 95-185 (filed Sept. 30, 1996) (seeking reconsideration of the Local Interconnection Order insofar as it requires customer switchovers to be made within the same intervals as PIC switchovers).

Mechanized billing for unbundled switching, including usage-sensitive elements, has been available since September 25, 1997. Milner Aff. ¶¶ 73-76. CLECs using this service have not complained about the format, content, or accuracy of their bills. *Id.* ¶ 76.

7. Nondiscriminatory Access to 911, E911, Directory Assistance, and Operator Call Completion Services.

Section 271(c)(2)(B)(vii) of the Act further conditions in-region, interLATA relief on providing nondiscriminatory access to 911 and E911 services, directory assistance services, and operator call completion services. In its South Carolina Order, the Commission concluded that “BellSouth has met its burden to demonstrate that it offers nondiscriminatory access to 911 and E911 services.” 13 FCC Rcd at 667, ¶ 230.

Consistent with this Commission’s prior holding, facilities-based competitors and resellers both have nondiscriminatory access to BellSouth’s 911 and Enhanced 911 (“E911”) facilities. Varner Aff. ¶¶ 135-155; Milner Aff. ¶¶ 90-92; see AT&T Agreement Attach. 2, §§ 16.1.10-16.7.2.6.3; SGAT § VII; PrimeCo Agreement §§ IX, XVI.E.2.e; Sprint Spectrum Agreement §§ X, XVII.E.2.e; MereTel Agreement §§ X, XVII.E.2.e.²⁹ BellSouth offers 911 and E911 services in Louisiana as well as all other States in its region using the same Commission-approved methods and processes as in South Carolina. Varner Aff. ¶ 137.

For CLEC resale customers, BellSouth will provide 911 services in the same manner they are provided to BellSouth end users. Sapp Aff. ¶ 6 (App. A. Tab 17). CLEC facilities-based customers will be provide equal access to this service. *Id.*; SGAT § VII.A.2. CLECs are

²⁹ Although PrimeCo and Sprint Spectrum serve mobile end user customers and thus have somewhat different 911 needs than landline CLECs, the agreements of both carriers nonetheless ensure access to “911-like” services and provide access to the provisions of BellSouth’s other agreements and its SGAT regarding BellSouth’s 911/E911 emergency network. See PrimeCo Agreement §§ IX, XVI.E.2.e; Sprint Spectrum Agreement §§ X, XVII.E.2.e.

responsible for obtaining the trunks needed to reach BellSouth's switch; the cost of the 911 (or E911) functionality is borne by the municipality purchasing the service. Sapp Aff. ¶ 7. For E911 calls, the CLEC forwards the 911 call and Automatic Number Identification ("ANI") to the appropriate BellSouth tandem. Id. ¶ 8. If E911 tandem trunks are not available, the CLEC will route the call (without ANI) over BellSouth's interoffice network using a 7-digit number. Id. BellSouth's Local Exchange Carrier Guide for facilities-based carriers provides the information that CLECs need to interconnect to BellSouth for 911 and E911 services. Id. ¶ 10.

BellSouth routinely monitors call blockage on E911 trunk groups and, when necessary, will take corrective action in coordination with CLECs to correct blockage problems. Id. ¶ 15. This corrective action (which has not yet been necessary) would employ the same trunk servicing procedures as are used for BellSouth's own E911 trunk groups. Id.

BellSouth furnishes CLECs with all necessary street address information for the areas in which they operate via the Master Street Address Guide ("MSAG"). Id. ¶ 11. BellSouth provides all documentation and information needed by CLECs to correctly use the MSAG. Id.

BellSouth has contracted with an unaffiliated company, SCC Communications, Inc., to manage the E911 database. Marczak Aff. ¶ 7 (App. A, Tab 12). SCC will initiate error correction of any BellSouth records that fail validity edits; records for CLECs that do not have a similar arrangement with SCC are faxed back to the CLEC for review, investigation, correction, and ultimately re-submission. Marczak Aff. ¶ 9. Explanations of the error codes SCC sends to CLECs with failed records are contained in the CLEC Guide. Sapp Aff. ¶ 11. BellSouth is not aware of any instance in which it caused incorrect information regarding a CLEC end user customer to be sent to emergency service personnel. Id. ¶ 12.

BellSouth has 507 trunks connecting CLECs with BellSouth's E911 arrangements in its nine-state service area, including 18 trunks in Louisiana. Sapp Aff. ¶ 17. BellSouth also is receiving mechanized database updates from 25 different CLECs in its region. Id.

BellSouth offers to perform both directory assistance ("DA") and directory assistance call completion ("DACC") services on behalf of CLECs and provides CLECs with direct access to its DA databases. Varner Aff. ¶¶ 156-162; Milner Aff. ¶¶ 93-95; AT&T Agreement § 20 & Attach. 2, § 13.7; PrimeCo Agreement §§ X; XVI.E.2.c; Sprint Spectrum Agreement §§ XI, XVII.E.2.c; MereTel Agreement §§ XI, XVII.E.2.c; SGAT § VII.B. Details of BellSouth's DA and DACC services are set out in a technical service description submitted with this Application. Milner Aff. Ex. WKM-4. As explained in the Affidavit of Douglas R. Coutee, the process by which BellSouth's systems make local exchange subscriber listings available in DA is identical for CLECs and BellSouth's retail services. Coutee Aff. ¶ 10 (App. A, Tab 5).

Subject to line class code capacity, BellSouth will use selective routing to provide branded directory assistance for facilities-based CLECs and resellers. Milner Aff. ¶¶ 82, 84, 94; Varner Aff. ¶ 143; Coutee Aff. ¶ 12. CLECs' subscriber listings are included in BellSouth's DA databases at no charge and will be maintained in the same manner and within the same intervals as BellSouth's end user listings. Varner Aff. ¶ 139.

BellSouth offers CLECs three methods of access to its DA database: Directory Assistance Access Service ("DAAS"), Direct Access Directory Assistance Service ("DADAS"), and Directory Assistance Database Service ("DADS"). Milner Aff. ¶¶ 93, 98. DAAS is the method by which BellSouth currently provides DA services to interexchange carriers. Id. ¶ 93. DADAS and DADS furnish CLECs (and third-party DA providers) access to the DA database so they can provide their own directory assistance services. Id. ¶ 98. BellSouth provides DA

service to 13 CLECs and DACC services to 6 CLECs in its region. Id. ¶ 93. As of June 1, 1998, these CLECs were using 880 BellSouth directory assistance trunks, including 48 in Louisiana.

Id. Ten service providers in BellSouth's region, nine of which are in Louisiana, were using BellSouth's DA database service as of June 1, 1998. Id. ¶ 99. One third-party service provider in BellSouth's region was using BellSouth's DADAS as of June 1. Id. This service provider, in turn, provides directory assistance services to CLECs and others. Id.

Carriers accessing BellSouth's DA database via DADS and DADAS are furnished with all listings appearing in the database, except listings of carriers that have contractually prevented BellSouth from sharing their listings. Varner Aff. ¶ 141. BellSouth will provide all listings if other carriers waive the restrictive clauses in their interconnection agreements. Id. BellSouth likewise will provide all listings if released from its contractual obligations in Louisiana by regulators or the courts. Id.

BellSouth similarly provides operator services in compliance with statutory and regulatory requirements, allowing a CLEC's subscribers to access services such as operator call processing access services, busy line verification, centralized message distribution system hosting, emergency interrupt, intercept, and operator services transport. Id. ¶¶ 145-151; Milner Aff. ¶ 100 & Ex. WKM-9; AT&T Agreement Attach. 2, § 16.6.1.10.3.4; PrimeCo Agreement § XVI.E.2.c (access to any agreement or SGAT provision regarding operator services); Sprint Spectrum Agreement § XVII.E.2.c (same); MereTel Agreement § XVII.E.2.c (same); SGAT § VII.C & Attach. E (CMOS). Branding is available to interested CLECs. Milner Aff. ¶ 94. As of June 1, 1998, there were 69 operator services trunks and 13 verification trunks in place in Louisiana, and a total of 522 operator services trunks and 109 verification trunks across BellSouth's nine-state region. Id. ¶ 100.

Rates for directory assistance and operator services have been set by the Louisiana PSC and are further discussed in the Affidavit of Alphonso Varner. Pricing Order Attach. A, § G; Varner Aff. ¶¶ 142-143; see AT&T Agreement Table 1; SGAT Attach. A at 3-4.

8. White Pages Directory Listings for CLEC Customers.

Section 271(c)(2)(B)(viii) requires BellSouth to make available White Pages directory listings for the customers of competing CLECs. BellSouth satisfies this requirement, providing White Pages directory listings for the customers of competing CLECs regardless of whether they are customers of resellers or facilities-based carriers. See Varner Aff. ¶¶ 156-162; PrimeCo Agreement § X.A & Attach. C-1; Sprint Spectrum Agreement § XI.A & Attach. C-1; MereTel Agreement § XI.A & Attach. C-1; AT&T Agreement § 20; SGAT § VIII.A. The Louisiana PSC found that BellSouth satisfies this checklist requirement. Compliance Order at 11.

BellSouth provides primary subscriber listing information in the White Pages in standard, nondiscriminatory format at no charge to the CLEC or its customer, and additional and optional listings are available at rates set out in BellSouth's General Subscriber Services Tariff. Varner Aff. ¶ 158. BellSouth also includes and maintains CLEC subscriber listings in BellSouth's directory assistance database free of charge. Id. Although it is not required to do so under the checklist or any other provision of the 1996 Act, BellSouth also includes listings of CLECs' business subscribers in the appropriate Yellow Pages or classified directory. Barretto Aff. ¶ 26 (App. A, Tab 2).

BellSouth updates CLECs' customer listings based on information submitted by the CLECs in standard format. Varner Aff. ¶ 158; Barretto Aff. ¶ 11. BellSouth omits subscribers that the CLEC indicates are to be unlisted; CLEC listings are accorded the same level of confidentiality as the listings of BellSouth customers. Varner Aff. ¶ 158.

BellSouth has instituted a “change order” process for all new CLEC resale accounts.

Barretto Aff. ¶ 8. Using this approach, the end user’s listing is never deleted from BellSouth’s database, even though there has been a change of carriers. Id. CLECs can verify the presence of their listings, as well as their listings’ accuracy, by requesting a Directory Review Listing Report for the White Pages in question, four weeks prior to the closing date for submissions to the relevant directory. Id. ¶ 23.

9. Nondiscriminatory Access to Telephone Numbers.

Pursuant to section 271(c)(2)(B)(ix), BellSouth must provide CLECs with nondiscriminatory access to telephone numbers for assignment to their customers until telecommunications numbering administration guidelines, plans, or rules are established. BellSouth has met this requirement. See PrimeCo Agreement § XI.A; Sprint Spectrum Agreement § XII.A; MereTel Agreement § XII.A; SGAT § IX; Varner Aff. ¶¶ 163-166; Milner Aff. ¶¶ 108; Compliance Order at 12.

As the Central Office Code (“NXX”) Administrator for its territory, BellSouth has followed industry-established guidelines published by the Industry Numbering Council. Milner Aff. ¶ 108 & Ex. WKM-6. Pursuant to these procedures, BellSouth has assigned 31 NXX codes for wireline CLECs in Louisiana. Wright Public Aff. Ex. G; see also Milner Aff. ¶ 108. BellSouth has not turned down any requests for NPA/NXX code assignments in Louisiana, except pursuant to number rationing plans. Milner Aff. ¶ 108.³⁰ In jeopardy situations, BellSouth implements processes that were developed at industry jeopardy meetings, and treats all

³⁰ In 1997, BellSouth learned that in a few instances NXX codes assigned to a CLEC were not activated in BellSouth’s switch as scheduled. To remedy this problem, BellSouth modified its testing procedures for new NXX codes. Milner Aff. ¶ 109. Since these modifications were put in place, BellSouth has had no further problems assigning or activating NXX codes. Id.

carriers (including itself) in exactly the same manner. Id. ¶ 110. Because in these situations NXX codes are rationed on a first-come, first-served basis, BellSouth has had to deny codes to certain carriers, including itself. Id. ¶¶ 110-111. There are currently no jeopardy situations in Louisiana. Id. ¶ 110.

In February 1988, Lockheed Martin officially assumed the functions of North American Numbering Plan Administrator (“NANPA”). Lockheed Martin also will assume central office code administration functions from the existing administrators, including BellSouth; transfer of this responsibility is scheduled to be completed on August 14, 1998. Id. 106; Varner Aff. ¶ 164.

10. Nondiscriminatory Access to Signaling and Call-Related Databases.

Section 271(c)(2)(B)(x) of the Act requires BellSouth to provide CLECs with nondiscriminatory access to databases and associated signaling necessary for call routing and completion. The Commission’s implementing regulations also require BellSouth to provide nondiscriminatory access to signaling networks and call-related databases. 47 C.F.R. § 51.319(e).

BellSouth offers the required access. Varner Aff. ¶¶ 167-179; Milner Aff. ¶¶ 113-148. CLECs in Louisiana have access to Signaling Links (dedicated transmission paths carrying signaling messages between switches and signaling networks), and Signal Transfer Points (signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases). Varner Aff. ¶170; Compliance Order at 12; AT&T Agreement Attach. 2, §§ 11-13; SGAT § X.A. Service Control Points (databases containing customer and/or carrier-specific routing, billing, or service instructions) to which CLECs have access include (but are not limited to) Line Information Data Base (“LIDB”), toll free number database, Automatic Location Identification/Data Management System, AIN, and selective routing. Varner Aff.

¶¶ 172-176; Compliance Order at 12; AT&T Agreement Attach. 2, § 13; SGAT § X.A.3 & Attach. F (LIDB).

As of June 1, 1998, BellSouth was providing nine facilities-based CLECs in its region access to its signaling service via interconnection with an interexchange carrier; another ten CLECs received access using a third-party signaling hub provider. Milner Aff. ¶ 148. From January 1997 through May 1998, CLECs and other telecommunications service providers completed more than 609 million queries to BellSouth's toll free number database. Id. ¶ 144. BellSouth's region-wide LIDB processed more than 643 million queries from CLECs and others between January 1997 and May 1998. Id. ¶ 145

BellSouth's AIN Toolkit 1.0 and AIN SMS Access 1.0 — which CLECs will use in connection with AIN access — have been tested, and the accuracy of BellSouth's billing for these offerings has been confirmed. Id. ¶ 138. Despite presentations that BellSouth has made to several CLECs regarding use of AIN Toolkit 1.0 to develop AIN applications that would run via BellSouth's AIN (and thus on BellSouth's switches), no CLEC is currently using AIN Toolkit in this manner. Id. ¶ 139. Pursuant to the Louisiana PSC's directive, CLEC access to BellSouth's AIN capabilities is "mediated" by software designed to protect BellSouth's network from outside disruption. Varner Aff. ¶ 176. This software in no way hinders CLECs' ability to use the AIN capabilities. Id.

BellSouth provides access to the SMS associated with each of the databases described above in accordance with 47 C.F.R. § 51.319(e)(3). Milner Aff. ¶ 140. Requesting carriers are provided with the information necessary to format data and enter it into the various databases using the associated SMS. Id. BellSouth also provides interested CLECs with technical service descriptions for each of the above items. Id. Ex. WKM-4.

BellSouth provides access to its databases on a nondiscriminatory basis and in a manner that complies with the requirements of section 222 of the Communications Act. See id. ¶¶ 141-142; SGAT § X & Attach. C. BellSouth's cost-based prices for databases were established by the Louisiana PSC in its cost proceeding. Pricing Order Attach. A, §§ E, K, Varner Aff. ¶ 177.

11. Number Portability.

Section 271(c)(2)(B)(xi) requires BellSouth to provide CLECs with interim number portability ("INP"), either through remote call forwarding ("RCF"), direct inward dialing ("DID"), or other comparable arrangements, until the Commission issues regulations to ensure permanent number portability. BellSouth meets this requirement as well. It offers RCF or DID, at the CLEC's option, on nondiscriminatory rates, terms, and conditions. Varner Aff. ¶ 182; Milner Aff. ¶¶ 149-160 & Ex. WKM-4 (technical service descriptions of RCF and DID); AT&T Agreement § 39, Table 4, & Attach. 8; SGAT § XI & Attachs. A at 5-6 and G.³¹ BellSouth also offers Route Index-Portability Hub ("RI-PH") and Directory Number Route ("DNRI") at rates set through the BFR process. Varner Aff. ¶¶ 179; Milner Aff. ¶ 150. An additional method, Local Exchange Routing Guide, has been negotiated with AT&T and is available, where technically feasible, through the BFR process. See Varner Aff. ¶ 182.

BellSouth coordinates number portability and loop cutovers. Milner Aff. ¶ 157; Funderburg Aff. ¶¶ 112-118 & Ex. 14. This coordinated procedure is far more complicated than merely porting numbers. To execute successful coordinated cutovers, therefore, BellSouth performs all "up front" work, such as creating and readying the change messages needed to port the number, before performing the loop cutover. Milner Aff. ¶ 157. As soon as the loop cutover

³¹ CLECs that choose DID number portability have access to signaling using the SS7 protocol. Milner Aff. ¶ 149.

is complete, BellSouth ports the telephone number. Id. This approach minimizes the service disruption, and also ensures that calls bound for the end user are not misdirected. Id. In a recently completed study, BellSouth determined that the average cutover time per loop was approximately four minutes, and the average time to port the number was 39 seconds. Id. ¶ 158.

The Louisiana PSC has found that BellSouth's INP offerings comply with the requirements of the Act, as well as those imposed by the PSC itself. Compliance Order at 13. As of June 1, 1998, BellSouth had ported 1537 business numbers and 1 residential number in Louisiana. Wright Public Aff. ¶ 46. BellSouth had ported 61,094 business and 911 residential numbers throughout its region. Milner Aff. ¶ 151. BellSouth's rates for the RCF and DID methods of number portability were approved by the Louisiana PSC and are consistent with the requirements of the Act. Pricing Order Attach. A, § I; see Varner Aff. ¶ 186; AT&T Agreement Table 4; SGAT Attach. A at 5-6.

As explained in the Affidavit of Douglas McDougal, BellSouth is implementing long-term number portability ("LNP") consistent with the standards set by the Louisiana PSC, this Commission, and industry fora. See generally McDougal Aff.; see also AT&T Agreement Attach. 8, § 1; SGAT § XI.F. In March of this year, BellSouth filed a petition requesting an extension of time in which to implement Phase I of LNP because its current database vendor, Perot Systems, had failed to deliver a necessary database in sufficient time for BellSouth to comply with its Phase I deadline. McDougal Aff. ¶ 6. The Commission concluded that BellSouth had demonstrated unique circumstances that justified additional time to implement LNP, and granted BellSouth's request for an extension. The Commission granted a waiver of the Phase I implementation date for BST until August 31, 1998, subject to BST filing with the Commission two progress reports that describe in detail the progress BST has made with respect

to the transition to the new Region 4 NPAC. Id. These progress reports are attached to Mr. McDougal's affidavit. Id. Exs. A & B.

BellSouth filed a supplement to its March 2, 1998 petition, seeking an extension for Phases II-IV of the project. Id. The Commission granted this petition as well, setting implementation deadlines of September 30, 1998 (Phase II), October 31, 1998 (Phase III), and November 30, 1998 (Phase IV). Id. The Commission has required BellSouth to file monthly progress reports. Id. At the present time, no waiver is needed for Phase V, which remains in accordance with the original LNP schedule. Id. BellSouth thus is in compliance with the requirements of Checklist Item (xi). See Attachment to Letter from Chairman William E. Kennard to Sen. John McCain and Sen. Sam Brownback, Mar. 20, 1998, at xi-2 (noting Staff view "that a timely filed request for extension of the Commission's implementation schedule tolls the obligation to comply with the Commission's rules for purposes of checklist compliance").

12. Local Dialing Parity.

The 1996 Act requires BellSouth to provide CLECs with nondiscriminatory access to services and information that are necessary to allow local dialing parity in accordance with section 251(b)(3). 47 U.S.C. § 271(c)(2)(B)(xii); see also 47 C.F.R. § 51.207 (equal number of digits). The Commission has held "that local dialing parity will be achieved upon implementation of the number portability and interconnection requirements of section 251."³² 11 FCC Rcd at 19392, 19430, ¶ 71 (1996) ("Dialing Parity Order"). In BellSouth's service territory, BellSouth does not impose any requirement or technical constraint that requires CLEC

³² Second Report and Order and Memorandum Opinion and Order, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996.

customers to dial any greater number of digits than BellSouth customers to complete the same call, or causes CLECs' local service customers to experience inferior quality regarding post-dial delay, call completion rate, and transmission quality as compared to BellSouth local service customers. See Varner Aff. ¶ 190 (noting that "CLEC customers will not have to dial any greater number of digits than BellSouth customers to complete the same call (unless the CLEC imposes such a requirement)"); Milner Aff. ¶ 161 ("[t]he interconnection of the BellSouth network and the network of the CLEC will be seamless from a customer perspective"); see also SGAT § XII.A. The Louisiana PSC found that BellSouth offers local dialing parity in accordance with the checklist requirement. Compliance Order at 13. BellSouth is not aware of any complaints from CLECs or their customers regarding dialing parity. Milner Aff. ¶ 161.

13. Reciprocal Compensation for the Exchange of Local Traffic.

Section 271(c)(2)(B)(xiii) requires BellSouth to agree, under section 251(d)(2), to just and reasonable terms and conditions that provide for mutual and reciprocal recovery by BellSouth and the CLEC of the costs associated with transporting and terminating calls that originate on the other carrier's network.

Under the supervision of the Louisiana PSC, BellSouth has established just and reasonable rates for reciprocal compensation. CLECs and BellSouth receive mutual and reciprocal recovery of costs associated with the transport and termination on each carrier's facilities of local calls that originate on the network facilities of the other carrier. Varner Aff. ¶ 189; Pricing Order Attach. A, § D; see AT&T Agreement Table 1; PrimeCo Agreement § V & Attach. B-1 (establishing rates and providing for true-up to PSC-established rates); Sprint Spectrum Agreement § V & Attach. B-1 (same); MereTel Agreement § V & Attach. B-1 (same); SGAT Attach. A at 1. No payments are exchanged for traffic between BellSouth and CLECs