Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Application by BellSouth Corporation,	)	CC Docket No. 98-121
BellSouth Telecommunications, Inc.,	)	
and BellSouth Long Distance, Inc., for	)	
Provision of In-Region, InterLATA	)	
Services in Louisiana	)	

Reply Affidavit of Pamela A. Tipton
on Behalf of BellSouth

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REPLY AFFIDAVIT OF PAMELA A. TIPTON
ON BEHALF OF BELLSOUTH

STATE OF Georgia
COUNTY OF Fulton

I, Pamela A. Tipton, being first duly sworn upon oath, hereby depose and state as follows:

I. PURPOSE

1. My name is Pamela A. Tipton. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am employed by BellSouth Telecommunications as Product Manager, Network and Carrier Services for the nine-state BellSouth region. Having provided an affidavit in BellSouth's Section 271 application before the FCC, I herein respond to comments received on that application insofar as they relate to BellSouth's provisioning of collocation.

II. ACCESS TO NETWORK ELEMENTS

2. CompTel, DOJ and others claim collocation-based access to UNEs violates the Eighth Circuit Order by requiring new entrants to deploy their own facilities in order to provide a telecommunications service. (CompTel at 19-20; DOJ at 14-15; AT&T at 15; Falcone Affidavit (AT&T) ¶¶ 54-55.) Collocation is the only method of access to UNEs specifically prescribed by the 1996 Act. Moreover, though some parties contend there may be other technically feasible methods for combining UNEs within BellSouth's premises, collocation is the Act's only statutory authorization for a CLEC to obtain entry into BellSouth's premises Thus, collocation is the primary, if not exclusive, method to afford CLECs nondiscriminatory access to UNEs which "reside" in the central office and to affect recombination of those UNEs without owning self-provided local exchange facilities. Although the Eighth Circuit's decision necessarily implies that competing carriers must incur costs to and use equipment of their own to combine unbundled elements, BellSouth's collocation-based access to UNEs does not require a CLEC to deploy facilities other than those used to perform the task of combining UNEs, which is a task that the CLEC themselves must perform.

3. The DOJ sets out a laundry list of supposed "unnecessary costs" that CLECs would face in order to combine UNEs using BellSouth's collocation-based access to UNEs. (DOJ at 13). The DOJ errs when it makes the

suggestion that CLECs should incur no cost to combine UNEs. For instance, among the costs that the DOJ asserts "could be avoided" are the recurring and non-recurring charges for the work undertaken by BellSouth to connect the UNEs to the CLECs collocation space. Yet neither the Act nor the Eighth Circuit Order impose upon BellSouth the duty to provide access to UNEs in a fashion that guarantees that BellSouth, rather than the CLEC, will incur the costs of combining the UNEs.

III. CAGELESS COLLOCATION

4. Several parties fault BellSouth for not having a proven "cageless" collocation offering (ALTS Comments at 18, AT&T Comments, Falcone Affidavit, ¶ 30) ALTS erroneously asserts "that BellSouth has now, finally, agreed to cageless collocation" (emphasis added). For more than two years, BellSouth has provided collocators the option of not enclosing their space. As early as the May 1996 version of the Collocation Negotiations Handbook, BellSouth presented physical collocation enclosures as an option, for an additional fee. Because BellSouth did not anticipate significant CLEC interest in the "cageless collocation" option, BellSouth's collocation documents do not address at length the differences between enclosed and non-enclosed space. Rather, BellSouth has provided additional details upon request and anticipates that any interested CLEC will separately craft terms with BellSouth To date, one CLEC has

requested non-enclosed space in Louisiana. BellSouth is currently processing this request.

5. Intermedia asserts BellSouth's cageless collocation is simply not a viable option in some situations because CLECs cannot collocate any switching equipment in cageless collocation facilities. (Intermedia at 18). While BellSouth voluntarily allows switching equipment as part of physical collocation, it imposes no requirement as to whether the space must be enclosed. If CLECs prefer to enclose their switching equipment, that is solely the result of their choice.

6. AT&T asserts that relying strictly on virtual or cageless collocation to combine UNEs presents competitive and financial risks: once a CLEC implements those arrangements, it is more difficult for the CLEC to convert from providing service using UNEs to serving customers with its own facilities. (Falcone Affidavit (AT&T), ¶ 53). AT&T is attempting to obscure the fact that <u>any</u> method chosen by a CLEC for providing service to its customers using any portion of the LEC's network will result in some difficulty and expense if the CLEC later converts to serving those same customers with its own self-provided facilities. Furthermore, because CLECs are not using their collocation spaces exclusively for recombining UNEs but rather for recombination, interconnection and provision of access services, any financial risk associated with collocation is not solely attributable to UNE re-combination.

IV. CONCRETE AND BINDING TERMS

7. AT&T, the DOJ and others claim BellSouth has not made a sufficiently concrete, binding, and detailed commitment to provide collocation (AT&T Comments at 3, 12, 25-28, 30; Falcone Affidavit (AT&T), ¶¶ 23-28; DOJ at 12; MCI Comments at 2; Henry Affidavit (MCI), ¶ 20). BellSouth's standard Collocation Agreement provides detailed commitments on the exclusive use of space, the duty to perform preparation activities, the application review and response process with associated interval(s) and the provisioning process with the associated interval(s). Aside from procedural issues such as the inventory of tie facilities or the requirements for ordering interconnecting service, most, if not all, of the content of the Collocation Handbook is contained within the standard Collocation Agreement. In addition, the terms and commitments in the Collocation Handbook are available via the SGAT, by technical reference. (SGAT, Section 15 (a); Order Approving the SGAT Subject to Modifications, Order No. U-22252-A, Docket No. U-22252, at 7 (Louisiana PSC, Sept. 5, 1997) (BellSouth Application, App. C, Tab 136) ("BellSouth shall make the relevant provisions currently contained in its 'Local Interconnection and Facility Based Ordering Guide' and 'Negotiations Handbook for Collocation' part of the SGAT")). In addition to requiring BellSouth to incorporate these provisions into the SGAT, the Louisiana PSC's Order states that BellSouth must file the "Local Interconnection and Facility-Based Ordering Guide, its Resale Ordering Guide, and its Negotiations

Handbook for Collocation" with the Commission. (Id.) BellSouth is also required to file any changes to these documents with the Commission. (Id.) By dint of the Order, the Commission will maintain these documents as public records, and make them available for public inspection. (Id.) The Handbook and any and all changes to it are filed with the Louisiana Public Service Commission and maintained by the Commission.

8. In his affidavit, Mr. Falcone references the supposed "absence" of concrete procedures for (1) BST's establishment of the facilities between the BST network and the collocation arrangement and (2) the CLEC's recombination of UNEs. (Falcone Affidavit (AT&T), ¶ 50) BellSouth's agreements generally do not address detailed implementation issues such as how and when wiring is performed for collocation or any other arrangement. Moreover, BellSouth does not establish operational procedures delineating the technology used or the method by which a CLEC combines UNEs within its collocated space. (Varner Affidavit, ¶ 75). Through Data Requests filed in several of BellSouth's states, however, AT&T has obtained copies of BellSouth's proprietary interdepartmental Methods & Procedures addressing the establishment of collocation, engineering, design and installation of tie facilities, provisioning of unbundled elements, as well as many other interdepartmental procedures addressing collocation and the provisioning of UNEs. BellSouth's procedures ensure UNEs are delivered to the network demarcation point (Point of Termination Bay) at the collocation space, for the CLEC to gain access to the UNE.

V. INTERVALS

9. Several parties claim that BellSouth's collocation intervals are unreasonable. (AT&T at 16-20; Falcone Affidavit (AT&T), ¶¶ 74-87; Sprint at 45; ALTS at 17; Intermedia at 17-20.) BellSouth's provisioning intervals are comparable to those available elsewhere in the industry. Indeed, WorldCom acknowledges that "the period of three to four months required to implement a collocation agreement is not necessarily disruptive, because it occurs when the CLEC is also taking other preparatory market entry steps." (Porter Affidavit (WorldCom), ¶ 11)

10. AT&T claims BellSouth's provisioning intervals "omit certain parts of the collocation process that will add some time to the process." (Falcone Affidavit (AT&T), ¶ 75). BellSouth has committed to intervals for all activities that are within its control to compete. The interval to secure the appropriate government permits and/or licenses and the collocator's equipment installation interval are accordingly excluded from the overall interval commitment. As stated in my initial affidavit, the provisioning interval starts with receipt of a complete and accurate (bona fide) Firm Order, including payment of appropriate fees. The interval clock stops on the date BellSouth files a request for building permit(s) with the municipality (Tipton Affidavit, ¶ 27) because BellSouth cannot control the time period within which a local authority will approve a building permit or a CLEC's application for a business license. (Some municipalities in the BellSouth

region require the CLEC have an approved business license before the particular municipality will issue BellSouth a building permit to construct the CLEC's collocation space.) It should be noted, however, that in its standard Collocation Agreement, BellSouth commits to file its request for permit within 7 days of the completion of design work. Moreover, BellSouth has an affirmative interest in expeditiously completing design activities because the time interval between the bona fide firm order receipt date and the date a permit is filed is included in the overall interval commitment. Regarding the collocated equipment installation interval, a CLEC separately negotiates the collocation equipment installation logistics and arranges for payment of engineering and installation services directly with its chosen certified vendor. (Tipton Affidavit, Exhibit PAT-1, section 4). BellSouth is not involved in the business arrangement between the collocator and its certified vendor and therefore does not include the collocator's equipment installation-related activities in its interval commitments. BellSouth does include in its interval commitment the time required to engineer, furnish and install any BellSouth network infrastructure (i.e. DSX, POT bay, cable support structure) or power equipment and facilities necessary to provide collocation. (Tipton Affidavit ¶ 27; Exhibit PAT-1, section 4)

11. AT&T claims BellSouth's provisioning intervals for collocation apply only under conditions that are vague in their application. (Falcone Affidavit (AT&T), ¶ 75) BellSouth's intervals are based on two possible scenarios:

(1) "ordinary conditions" where conditioned space is available and requires minor modifications to either support systems or infrastructure or (2) "extraordinary conditions" where space is not readily available (i.e. conditioning, construction, equipment relocation are required) or where major upgrade to electrical/mechanical systems or power, major work for ADA compliance, environmental hazards abatement, or mainframe addition is required. As part of its effort to establish standard terms for a regional collocation process, BellSouth has incorporated into its Collocation Handbook the terms "ordinary conditions" and "extraordinary conditions". These terms were stipulated in the Florida Commission's Order PSC-96-1579-FOF-TP and have been adopted for use throughout the region. (Tipton Affidavit, ¶ 27; Exhibit PAT-1, section 4.3; Exhibit PAT-2, section 3.5)

12. AT&T claims that a BellSouth representative admitted that if a CLEC requests physical collocation in every central office in a state, that request "would probably indeed cause a big bogdown" in the construction of collocated space (AT&T at 19; Falcone Affidavit (AT&T) ¶¶ 72-73). The DOJ claims BellSouth has not demonstrated it has the capability of fulfilling high volumes of requests. (DOJ at 16-17). Mr. Falcone neglected to complete the statement made by BellSouth witness Redmond at the South Carolina cost hearing. The complete response to the question was as follows: "That would probably indeed cause a big bogdown. We could do it

through the use of architects that we have in the area." Unlike other ILECs who have publicly stated the maximum number of arrangements that will be handled in a given month, BellSouth has accepted all requests for collocation and is using its best efforts to provision the requests concurrently. BellSouth has as many as 102 arrangements in progress in one of its states and as many as 93 in progress in another. BellSouth will negotiate the installation intervals for multiple requests submitted at the same time. (Tipton Affidavit, ¶ 21).

13. AT&T and the DOJ further claim that following BellSouth's stated intervals for establishing collocation arrangements, it would take over 4 years to provide AT&T with space in every central office in Louisiana. (AT&T at 18; Falcone Affidavit (AT&T), ¶ 77; DOJ at 12-13) AT&T and the DOJ apparently assume, incorrectly, that BellSouth restricts the number of applications submitted within a given time frame and completes them one after the other. In fact, as explained above, BellSouth is ready and willing to have collocation arrangements in progress for AT&T concurrently as BellSouth has done for other CLECs. BellSouth works closely with the its customers to establish priorities for their requests. Several CLECs, however, have admitted that if they submitted applications for every central office in the state, their company could not possibly complete all installations within the same time frame due to manpower and limitations. Although there may be isolated cases of resource constraints due to

unforecasted demand, BellSouth is committed to being the provider of choice and as such is committed to employing the appropriate forces to meet the actual demands of AT&T and all CLECs.

VI. USE OF SPACE

14. WorldCom claims BellSouth's procedures for physical collocation are inappropriate for the network access needed by CLECs because a 100 foot enclosure is "grossly excessive". (Porter Affidavit (WorldCom), ¶ 10). Mr. Porter incorrectly asserts that BellSouth requires 100 square feet of enclosed space for all physical collocation installations. As stated in paragraph 11 of my prior affidavit, because there is no minimum square foot requirement, the non-enclosed physical collocation arrangement (cageless collocation) is ideal for CLECs requiring less than 100 square feet.

15. Several parties claim that physical collocation imposes an artificial restraint on the number of competitors that can purchase UNEs in any one central office due to space limitations. (Intermedia at 20; WorldCom at 22; Porter Affidavit (WorldCom), ¶ 12; Excel at 6; DOJ at 13). Adequate space for collocation exists in all of BellSouth's central offices in Louisiana. At present, of the more than 200 central offices in Louisiana, none has a known shortage of space for collocation, nor has BellSouth had to present any petitions for waiver for collocation to either the Louisiana Public Service Commission or the Federal Communications Commission. If BellSouth identifies a shortage of space for physical collocation at a particular

location, BellSouth will (after filing a petition for waiver with the Louisiana Public Service Commission along with the required documentation to establish the floor space shortage) address this by continuing to offer virtual collocation at that location in lieu of physical collocation for interconnection, UNE combination and provision of other telecommunications services. (Tipton Affidavit, ¶ 23; Milner reply affidavit to initial 271 application, ¶ 5).

VII. TCG COMPLAINT

16. AT&T asserts TCG was unable to obtain collocation at the rates mandated by the Georgia PSC until TCG brought a formal complaint against BellSouth. (AT&T at 26; Falcone Affidavit (AT&T), ¶¶ 28 and 131, Attachment 2) The process by which a CLEC that has previously executed an agreement obtains commission-established rates calls for the CLEC to notify BellSouth of its intent to re-negotiate its contract to include the state-ordered rates. BellSouth is ready and willing to re-negotiate the contracts with its CLEC customers to include any and all commission-established rates. Accordingly, upon BellSouth's receipt on 3-18-98 of TCG's formal request for an amendment to include the Georgia ordered rates, BellSouth sent TCG a proposed amendment on 3-23-98. BellSouth made repeated attempts to conclude negotiations and execute the amendment, prior to TCG's filing the complaint. TCG's negotiations contact explained in a telephone conversation on or about 4-28-98 that the delay in reviewing the amendment was due to the fact that his attorney was out on temporary

leave and the new lawyer had slowed the review process. TCG did not return the amendment until mid-August, nearly five months later and after TCG filed its complaint. To date, TCG still has not withdrawn its complaint.

This concludes my affidavit.

I hereby swear that the foregoing is true and correct to the best of my information and belief.

Pamela A. Tipton
Product Manager
Network and Carrier Services
BellSouth Telecommunications

Subscribed and sworn to before me this 26
day of August, 1998.

Notary Public

Notary Public, Fulton County, GA
My Commission Expires Sept. 10, 2000

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Reply Affidavit of Alphonso J. Varner on Behalf of BellSouth

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REPLY AFFIDAVIT OF ALPHONSO J. VARNER
ON BEHALF OF BELLSOUTH

STATE OF Georgia
COUNTY OF Fulton

Alphonso J. Varner, being first duly sworn upon oath, hereby deposes and states as follows:

1. My name is Alphonso J. Varner. I am employed by BellSouth Telecommunications as Senior Director for Regulatory for the nine state BellSouth region. I am the same Alphonso J. Varner who provided an affidavit supporting BellSouth's initial Section 271 application before the FCC.

I. PURPOSE OF AFFIDAVIT

2. The purpose of this affidavit is to address new allegations raised by parties in this proceeding regarding the means by which BellSouth has met the requirements of the competitive checklist set out in Section 271(c)(2)(B) of the Telecommunications Act of 1996 ("the Act").

II. AVAILABILITY OF SERVICE ISSUES

Trunk Groups

3. Sprint complains that BellSouth does not allow CLECs to exchange traffic types other than local and intraLATA toll over the same interconnection trunks. (Sprint at 48-50). First, let me point out that BellSouth does not have a signed interconnection agreement with Sprint in Louisiana. BellSouth's Statement of Generally Available Terms and Conditions ("SGAT") and its arbitrated interconnection agreements reflect the decisions of the Louisiana Public Service Commission ("LPSC") in arbitration proceedings relative to this issue. For trunk termination, BellSouth's approved Louisiana SGAT offers CLECs interconnection at BellSouth tandems and/or end offices for the reciprocal exchange of local traffic. For trunk directionality, BellSouth offers routing of local and intraLATA toll traffic over a single one-way trunk group. Access traffic, as well as all other traffic utilizing BellSouth's intermediary tandem switching function, can be routed via a separate trunk group which is typically a two-way trunk group. Taking all these services as a group, there is a need to separate and identify for billing purposes up to 8 types of traffic. For instance,

traffic must first be identified as either originating or terminating, then split between interstate and intrastate. This traffic must be further identified as interLATA or intraLATA traffic. Finally, intraLATA traffic must be split between toll and local traffic. Because of this obvious complexity, combining several types of traffic on the same trunk group is not practical and prevents verification of allocation factors. All of these issues were briefed and argued during the arbitration proceeding and were decided by the LPSC. Sprint has not challenged that decision, but now attempts to use it as an excuse to prevent BellSouth's interLATA entry.

4. In its Sprint Arbitration Order, the LPSC noted that the resolution of this issue depends upon the meaning of "technically feasible." The LPSC relied on the FCC's First Report and Order which interpreted the term "technically feasible" as referring solely to technical or operational concerns. Further, the FCC Order specifically states that "each carrier must be able to retain responsibility for the management, control and performance of its own network." (¶203) (LPSC Order U-22146 at p.8). The LPSC found that "as the mixing of different traffic types over the same trunk group that interconnects with BellSouth's network will, given current technological limitations, inevitably lead to BellSouth's loss of management and control of its own network, the mixing of different traffic types over the same trunk group is not technically feasible, at present. As such, Sprint may not mix different traffic types over the same trunk group that interconnects with BellSouth's network until such time as technology is available to provide accurate billing or until such time as BellSouth agrees to or it becomes evident by its operations in other States that BellSouth is capable of providing such service."

Id. The LPSC's Sprint Arbitration Order is attached to this affidavit as Exhibit AJV-1.

5. Sprint relies on its Arbitration Order in Florida as support for the technical feasibility of mixing all types of traffic over the same trunk group. BellSouth's interconnection agreement with Sprint in Florida complies with the Florida PSC's Order. In that proceeding, as well as in the Louisiana arbitration proceeding, BellSouth admitted that it was "technically feasible" to carry traffic over the trunks. However, in both proceedings, BellSouth opposed Sprint's proposal due to the inability to accurately measure and rate traffic for billing purposes. The LPSC specifically noted a requirement for technology that would enable BellSouth to accurately bill traffic. The Florida PSC's Order does not satisfy the concerns about billing limitations expressed by the LPSC. The Florida PSC simply ordered BellSouth to provide the capability despite those concerns. Therefore, if Sprint wants to mix all types of traffic over the same trunk group in Louisiana, the appropriate course of action is to revisit this issue with the LPSC. Nonetheless, BellSouth has reached a tentative agreement with Sprint that will provide for combining traffic in Louisiana.

Availability of Features (Such as Call Hold)

6. AT&T contends that BellSouth is discriminating against CLECs by "denying them (and their customers) access to the full functionality of its switches." (Comments of AT&T at 55). Pursuant to Section 7.1.1 of Attachment 2 of the BellSouth/AT&T Interconnection Agreement, BellSouth is required to provide unbundled access to the local switching functionality that "shall include all of the

features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is *then capable* of providing...." (emphasis added). The critical phrase is that the switch is "then capable" of providing the feature; in other words, the switch must be capable of providing the feature when the switch element is ordered, not potentially capable in the future of providing the feature once further adaptations are made. AT&T repeatedly fails to reference this Agreement language when it discusses this issue.

7. The AT&T/BellSouth interconnection agreement reflects that BellSouth is only obligated to provide unbundled access to features that actually exist in its network – in this case, features that have been loaded and activated in the switch. BellSouth is providing or is willing to provide features that the switch "is then capable of providing." (AT&T Agreement, Att. 2 at 7.1.1) Through the bona fide request ("BFR") process, BellSouth will provide feature that the switch is already programmed to provide, but which may require translations to activate the feature(s) or which may require installation of new generic software in the switch. Through this process, BellSouth will also provide CLECs with switch capabilities that are not currently loaded and activated. The BFR process is necessary in order to identify and develop ordering, provisioning and billing for capabilities not already offered by BellSouth on a retail basis. The BFR process is described in ¶¶ 21-22 of my initial affidavit.

8. BellSouth could not be expected to order switch features on the chance that CLECs might wish to use them in the future. When BellSouth equips a particular switch, traffic and equipment engineers choose from the manufacturer's list only