

State of Florida



ORIGINAL

Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: December 20, 2005

TO: Kay B. Flynn, Chief of Records, Division of the Commission Clerk & Administrative Services
Jane Faurot, Chief of Reporting, Division of the Commission Clerk & Administrative Services

FROM: Michael C. Barrett, Regulatory Analyst III, Division of Competitive Markets & Enforcement *McB*
Adam J. Teitzman, Senior Attorney, Office of the General Counsel

RE: Hearing Exhibit 3 in Docket No. 041269-TP

BellSouth's Response to Staff's 2nd Set of Interrogatories, Items 55(a) through 55(i) was inadvertently omitted in the composite exhibit identified as Hearing Exhibit 3. Attached is a replacement cover sheet for Hearing Exhibit 3, and the omitted interrogatory response.

Should you have any questions, please call me at 413-6544, or Mr. Teitzman at 413-6175.

Documents Section:

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- RCA _____
- SCR _____
- SGA _____
- SEC 1
- OTH _____

*Please place attachment
with hearing exhibits.*

Kay 12/20/05

DOCUMENT NUMBER-DATE

11757 DEC 20 05

FPSC-COMMISSION CLERK

DOCKET NO.: 041269-TP

EXHIBIT NO. _____

WITNESS: REVISED STIP-3

PARTY: Staff

DESCRIPTION: REVISED Composite of Responses to Staff's
2nd Set of Interrogatories (all)

1. BellSouth's Responses to Staff's 2 nd Set of Interrogatories, Items 45-71 (Original responses for Items 45-47, 51-54, 56-71, and revised responses for Items 48-50, and 55(i).	Page	1
2. CompSouth's Responses to Staff's 2 nd Set of Interrogatories, Items 40-66	Page	36
3. MCI's Responses to Staff's 1 st Set of Interrogatories, Items 1-14	Page	54
4. Sprint's Responses to Staff's 2 nd Set of Interrogatories, Items 20-36	Page	64
5. Covad's Responses to Staff's 2 nd Set of Interrogatories, Items 4-14	Page	75
6. GRUCOM's Responses to Staff's 1 st Set of Interrogatories, Items 1-14	Page	80
7. FDN's Responses to Staff's 1 st Set of Interrogatories, Items 1-14.	Page	93
8. WilTel's Responses to Staff's 1 st Set of Interrogatories, Items 1-14	Page	101
9. XO's Responses to Staff's 1 st Set of Interrogatories, Items 1-14	Page	112
10. Supra's Responses to Staff's 1 st Set of Interrogatories, Items 1-14	Page	118
11. Xspedius's Responses to Staff's 1 st Set of Interrogatories, Items 1-11	Page	127
12. NuVox's Responses to Staff's 1 st Set of Interrogatories, Items 1-11	Page	133
13. BellSouth's Responses to Staff's 2 nd Set of Interrogatories, Item 55, subparts (a) – (i), inadvertently omitted.	Page	139

PROFFERING PARTY: STAFF

I.D. # Stip-3

REQUEST: For each of the following permutations (a) through (i), please respond to the following requests (i) through (iv).

- a. UNE-L with a CLEC's own switching
 - b. UNE-L with a competitively deployed switch
 - c. UNE-L with §271 switching
 - d. §271 switching with §271 loop
 - e. §271 loop with §271 transport
 - f. §271 loop with §271 switching and §271 transport
 - g. §271 loop with CLEC's own switching
 - h. §271 loop with a competitively deployed switch
 - i. §271 loop with §271 switching and UNE-L
- (i) Is the permutation currently made available by BellSouth? If not, why not? If so, how is this offering made available (e.g., special access tariff, commercial agreement, other) and at what rates, terms and conditions is this offering made available?
 - (ii) To your knowledge is the permutation currently available from another ILEC? If not, why not? If so, how is this offering made available (e.g., special access tariff, commercial agreement, other) and at what rates, terms and conditions is this offering made available?
 - (iii) Can this permutation be made available? If not, why not? If so, please describe how it would be offered?
 - (iv) Is BellSouth obligated to provide this permutation, in whole or in part? Why or why not?

RESPONSE:

- a. (i) Yes. BellSouth makes UNE-L service available at the rates, terms and conditions contained in its interconnection agreements. BellSouth would deliver the UNE-L to a collocation arrangement specified by the CLEC. The CLEC would combine the UNE-L with its own switching at the collocation arrangement, whether the switch is physically located within the collocation or connected to the collocation arrangement through transport facilities.
- (ii) Unknown.
- (iii) See response to (a)(i).
- (iv) Yes. The FCC's rules obligate BellSouth to offer DS0 level loops on an unbundled basis.
- b. (i) Yes. BellSouth makes UNE-L service available at the rates, terms and conditions contained in its interconnection agreements. BellSouth would deliver the UNE-L to a collocation arrangement specified by the CLEC. The CLEC would combine the UNE-L with competitive switching at the collocation arrangement, whether the switch is physically located within the collocation or connected to the collocation arrangement through transport facilities.
- (ii) Unknown
- (iii) Yes. See response to b(i) above.
- (iv) Yes. The FCC's rules obligate BellSouth to offer DS0 level loops on an unbundled basis.

RESPONSE: (Cont.)

- c. (i) No. There is no legal requirement for BellSouth to combine a §251 element with a §271 element.
-
- (ii) Unknown.
- (iii) Technically, yes; however, BellSouth has no legal obligation to offer such an arrangement. Nonetheless, BellSouth already offers a voice platform service on a commercial (not mandated) basis, which functionally replicates the service represented in Staff's scenario (c).
- (iv) No. BellSouth is under no obligation to combine 251 services with 271 services. Pursuant to checklist item (vi), BellSouth is only required to offer: "local switching unbundled from transport, local loop transmission, or other services." (emphasis added)
- d. (i) Yes. BellSouth makes this service available through the rates, terms and conditions offered in its commercial agreements.
- (ii) Unknown.
- (iii) Yes. See response to d(i) above.
- (iv) No. BellSouth is not obligated to combine Section 271 elements with other elements or services. Pursuant to checklist items (iv) and (vi), it is only obligated to provide "local loop transmission from the central office to the customers premises, unbundled from local switching or other services" and "local switching unbundled from transport, local loop transmission, or other services." (emphasis added)
- e. (i) Yes. BellSouth has elected to meet its §271 loop and transport obligations via its special access tariffs. The tariffs permit loops (i.e. local channels) to be connected to transport (i.e. interoffice channel).
- (ii) Unknown.
- (iii) Yes. See response to e(i) above.
- (iv) No. BellSouth is not obligated to combine Section 271 elements with other elements or services. Pursuant to checklist items (iv) and (v), it is only obligated to provide "local loop transmission from the central office to the customers premises, unbundled from local switching or other services" and "local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services" [emphasis added]

RESPONSE: (Cont.)

- f. (i) Yes, if a CLEC has a commercial agreement and purchased tariffed loops and transport.
- (ii) Unknown.
- (iii) See response to f (i) above.
- (iv) No. BellSouth is not obligated to combine Section 271 elements with other elements or services. Pursuant to checklist item (vi), BellSouth is only obligated to provide "local switching *unbundled from transport, local loop transmission, or other services.*"[emphasis added]
- g. (i) Yes. BellSouth makes § 271 loops available pursuant to its special access tariffs. BellSouth will deliver these loops to a collocation arrangement where a CLEC can combine the loop with its own switching.
- (ii) Unknown.
- (iii) Yes. See response to g(i) above.
- (iv) Yes. BellSouth is obligated to provision § 271 loops unbundled from other elements or services. Pursuant to checklist items (iv), BellSouth is only obligated to provide "local loop transmission from the central office to the customers premises, *unbundled from local switching or other services*"
- h. (i) Yes. BellSouth makes § 271 loops available pursuant to its special access tariffs. BellSouth will deliver these loops to a collocation arrangement where a CLEC can combine the loop with competitively deployed switching.
- (ii) Unknown.
- (iii) Yes. See response to h(i) above.
- (iv) Yes. BellSouth is obligated to provision § 271 loops unbundled from other elements or services. Pursuant to checklist items (iv), BellSouth is only obligated to provide "local loop transmission from the central office to the customers premises, *unbundled from local switching or other services*"

RESPONSE: (Cont.)

- i. (i) No. The described combination does not make sense. There would be no need to combine one switching port with two separate loops. Additionally, there is no legal requirement for BellSouth to combine a §251 element with a §271 element.
- (ii) Unknown.
- (iii) No. See response to i(i) above.
- (iv) No. See response to c(iv), d(iv), and f(iv) above.

RESPONSE PROVIDED BY: Pam Tipton