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October 16, 2000

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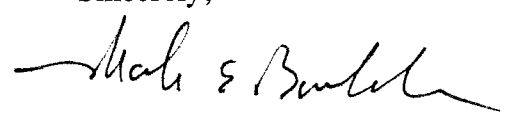
Re: BellSouth v. Supra Telecom, Docket No. 00-1305-TP

Dear Ms. Bayo:

Please find enclosed for filing an original and fifteen (15) copies of the Respondent Supra Telecommunication & Information Systems, Inc.'s Response To BellSouth's Petition For Arbitration. Please also find enclosed an extra copy of the filing, for which we request that you stamp with the filing date and return in the enclosed postage pre-paid, self-addressed envelope.

If you have any questions or comments, please feel free to contact me at (305) 531-5286.

Sincerely,



Mark E. Buechele

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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

Petition for Arbitration of the)
Interconnection Agreement between Bell-)
South Telecommunications, Inc. and)
Supra Telecommunications & Information)
Systems, Inc. pursuant to Section 252(b))
of the Telecommunications Act of 1996)
_____)

Docket No. 00-1305-TP

Dated: October ¹⁶ 2, 2000

**SUPRA TELECOM'S RESPONSE TO
BELLSOUTH'S PETITION FOR ARBITRATION**

**RESPONDENT SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEM'S
INC. ("Supra Telecom"),** by and through its undersigned counsel, hereby serves this its response to BELLSOUTH TELECOMMUNICATIONS, INC.'s ("BellSouth") petition for arbitration, together with Supra Telecom's additional issues for arbitration, and in support thereof states as follows:

ANSWER TO PETITION

1. Supra Telecom admits the allegations of paragraph 1 in BellSouth's petition.
2. Supra Telecom admits the allegations of paragraph 2 in BellSouth's petition.
3. Supra Telecom admits the allegations of paragraph 3 in BellSouth's petition.
4. Supra Telecom admits the allegations of paragraph 4 in BellSouth's petition; but only to the extent allowed by 47 U.S.C. § 252(d) and the FCC's orders and rules implementing that section; otherwise Supra Telecom denies the allegations and demands strict proof thereof.
5. Supra Telecom admits the allegations of paragraph 5 in BellSouth's petition with the exception of the last sentence and states that the retroactivity of any new Interconnection Agreement shall be governed by either the current Interconnection Agreement or the new Agreement eventually entered into.

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6. Supra Telecom admits the allegations of paragraph 6 in BellSouth's petition to the extent that BellSouth sent Supra Telecom a letter dated March 29, 2000; however Supra Telecom denies the balance of the allegations. Supra Telecom also states that pursuant to 47 U.S.C. § 252(b)(1), the arbitration period begins to run from the day the ALEC first requests for negotiation of an agreement. In this instance, because of a misunderstanding between the parties, Supra Telecom did not formally request to renegotiate a new interconnection agreement until June 9, 2000, the day after BellSouth indicated that it was not extending the current agreement. Accordingly, the window to request arbitration does not begin until October 23, 2000. BellSouth has failed to negotiate in good faith by failing to allow the time period for negotiation set forth in 47 U.S.C. § 252(b)(1). Because of this shortened time period, the parties have not been able to fully identify the issues for arbitration existing between the parties.

7. Supra Telecom admits the allegations of paragraph 7 in BellSouth's petition to the extent that the parties have made some attempt to negotiate the terms and conditions of a new Interconnection Agreement; however, Supra Telecom states that BellSouth has filed this petition prematurely and thus the parties have not been able to fully renegotiate a new Interconnection Agreement in good faith.

8. With respect to the allegations in paragraph 8, Supra Telecom admits that this Commission is empowered to arbitrate any and all unresolved issues regarding a new Interconnection Agreement. However, Supra Telecom denies that this petition was filed between the 135th and 160th day from the date negotiations began.

9. Supra Telecom admits the allegations of paragraph 9 in BellSouth's petition, with

the caveat that subsequent FCC orders regarding these issues also govern this proceeding.

10. With respect to the allegations set forth in paragraph 10 of BellSouth's petition, Supra Telecom admits that these are some of the unresolved issues between the parties. Supra Telecom however denies that these are all of the issues between the parties. Moreover, Supra Telecom states that BellSouth has acted in bad faith in these negotiations by presenting its standard agreement and not allowing a sufficient opportunity to identify and negotiate issues; rather than negotiate from the current Interconnection Agreement between the parties, which both Supra Telecom and BellSouth are far more familiar with. A copy of the parties' current Interconnection Agreement is already on file with this Commission. In this regard, Supra Telecom states that BellSouth refused to negotiate from the current agreement in order for negotiations to take much longer. With respect to the particular issues between the parties, Supra Telecom responds to the issues identified by BellSouth by modifying the same as follows:

Issue 1: Should the parties be required to submit disputes under this Agreement to an Alternative Dispute Resolution Process (Commercial Arbitration) or alternatively should the parties be allowed to resolve disputes before any Court of competent jurisdiction and should at least mandatory mediation (informal dispute resolution) be required prior to bringing a petition?

BELLSOUTH: No. BellSouth believes the Florida Public Service Commission, having knowledge of the issues and obligations of the parties under applicable law, is in the best position to resolve contract disputes. ADR is strictly voluntary, and parties cannot be forced to participate in commercial arbitration without their consent. With respect to litigation before any Court of competent jurisdiction, BellSouth appears to have no objection to resolving disputes in this manner.

SUPRA: Supra notes that in the prior agreement between the parties, BellSouth agreed to submit to commercial arbitration. Many of issues involved in these agreements are technical in nature and often best resolved before technically knowledgeable arbitrators. More issues are arising as Supra Telecom increases its presence in the market which will need to be resolved quickly. These issues will be more business oriented and less policy

oriented, and thus, more appropriately handled by commercial arbitrators. The parties should continue to have the right to resolve operational issues in a commercial forum on an expedited basis; thereby, limiting the customer-affecting impact of any such disputes. Accordingly, Supra Telecom believes BellSouth should be required to submit to Alternative Dispute Resolution. Alternatively, Supra Telecom believes that either party should be permitted to bring their disputes before any Court of competent jurisdiction, particularly when any issue exists as to damages. Moreover, Supra Telecom also believes that requiring the parties to engage in informal dispute resolution (i.e. through mediation or an escalation process as exists in the parties' current Interconnection Agreement), should be required in order to ensure that the parties have first sought to resolve their dispute before proceeding to litigation.

Issue 2: What is the scope of the ability to use the other party's Confidential Information that is obtained pursuant to this Interconnection Agreement?

BELLSOUTH: Confidential Information provided under this Agreement should be utilized only in connection with this Agreement. To the extent the same or similar Confidential Information is to be exchanged under a separate agreement, that separate agreement will control.

SUPRA: Supra Telecom is partially in agreement with BellSouth in this regard, except that Supra Telecom states that during the effective time period of the agreement, it should not be obligated to return Confidential Information to BellSouth, if that Confidential Information is needed to implement another agreement between the parties or if that information is needed to continue to provide service to Supra Telecom's customers. Certainly such Confidential Information can be returned after the agreement has ended (unless required by a successor agreement).

Issue 3: What is the appropriate amount of general liability insurance coverage for the Parties to maintain under their Interconnection Agreement?

BELLSOUTH: \$10,000,000 is an appropriate level of coverage given the value of BellSouth's and other ALEC's network equipment and facilities, both inside and outside the central offices. In the event that any error on the part of an ALEC or BellSouth damages equipment or other property of other carriers, the loss could be substantial. Other ALECs have agreed to this level of coverage.

SUPRA: BellSouth has provided no facts or damage history to support this level of coverage. Under the circumstances, \$1,000,000 worth of liability coverage is sufficient; particularly since BellSouth probably already has that level (or greater) of coverage in the event of a loss (thus causing ALECs to incur unnecessary insurance expense). If BellSouth does not already have \$10,000,000 in coverage, then it obviously does not

believe that such coverage is necessary. If BellSouth has that level of coverage, then requiring ALECs to also maintain that coverage is an unnecessary expense.

Issue 4: Should the Interconnection Agreement contain language to the effect that it will not be filed with the Florida Public Service Commission for approval prior to an ALEC obtaining ALEC certification from the Florida Public Service Commission?

BELLSOUTH: Yes. The Florida Public Service Commission has agreed with BellSouth that "BellSouth's caution in deciding to hold filings for non-certificated entities until they obtain certification is appropriate." (Letter dated April 25 2000, from Walter O'Haeseleer, Director, Division of Telecommunications, to Nancy Sims of BellSouth) Language requiring certification prior to filing of the Agreement is appropriate given that any ALEC, whether or not certified, may adopt this Agreement.

SUPRA: No. Supra Telecom believes that since it is already certified in Florida, this language is unnecessary and should not be in the Agreement. Supra Telecom also believes that any alternative local exchange carrier (whether certified or not certified) has the right to adopt any interconnection agreement and may conduct test operations under that agreement so long as that carrier is not providing telecommunications services to the public. This position is consistent with both federal law and Fla.Stat. § 364.33. Nevertheless, alternatively, language should be provided which states that BellSouth will perform under the agreement, regardless of whether or not the carrier is certified so long as the non-certificated carrier is not providing telecommunications services to the public.

Issue 5: Should BellSouth be required to provide to Supra a download of all BellSouth's Customer Service Records ("CSRs")?

BELLSOUTH: No. BellSouth provides access to CSR information via its electronic interfaces, provided that the ALEC has submitted a blanket letter of authorization stating that it will view only, those CSRs for which the customer has consented to allow the ALEC access. Providing Supra with a download of all CSRs, without authorization from each and every customer, would constitute a violation of Section 222 of the Act.

SUPRA: Yes. At a minimum, Supra Telecom should have a download of CSR's for those areas in which Supra Telecom is actively marketing its services. To date, Supra Telecom has had horrifying problems with BellSouth's pre-ordering and ordering interfaces provided to ALECs. When those interfaces are working, they are slow, thus causing customers to wait an unnecessary period of time for their records to be accessed. In the last several months, every week or two, BellSouth's pre-ordering interfaces have either had problems or have been completely down for as much as several days at a time. Whether by accident or on purpose, Supra Telecom has had unreliable access to CSRs. There is no reason why Supra Telecom cannot have the data available in its computer

system, and agree not to access any particular record until permission has been given by the particular customer. The CPNI rules and Section 222 are not violated by such an arrangement.

Issue 6: Should BellSouth be required to provide to Supra a download of BellSouth's Regional Street Address Guide ("RSAG") Database?

BELLSOUTH: No. BellSouth provides access to RSAG data via its electronic interfaces. Hundreds of ALECs successfully utilize BellSouth's existing process to access RSAG. Thus, BellSouth is meeting its obligations under the Act. Notwithstanding the foregoing, BellSouth is willing to negotiate a license agreement outside of this Interconnection Agreement containing rates, terms and conditions for such a download.

SUPRA: Yes. Supra Telecom believes a download of RSAG is necessary to allow Supra to populate its orders in a timely manner. Moreover, Supra Telecom states that BellSouth's interfaces for ALECs are inconsistent and full of problems; and based upon the admissions of BellSouth's own management are intended to handle a very small and limited number of orders. BellSouth's interfaces are completely inadequate for any ALEC attempting to convert more than a handful of customers a day. Moreover, the information available in RSAG is not made fully available to ALECs through the existing interfaces. Supra Telecom does not see a reason for having a separate agreement to obtain access to RSAG.

Issues 7 & 8: Should Supra be required to pay the end user line charges requested by BellSouth?

BELLSOUTH: Yes. This charge is necessary where BellSouth provides switching (as an unbundled network element, in the UNE platform combination or in connection with resold service) to recover the costs of implementing local number portability. Recovery of such charges is expressly permitted under 47 C.F.R. § 52.33. Moreover, C.F.R. § 51.617(a) clearly states that ILECs shall assess the end user common line charge upon resellers.

SUPRA: Supra Telecom should only be required to pay charges authorized by the FCC. In general, end-user common line charges are a subsidy intended for the facilities-based carrier paying for the network (i.e. the ILEC in the resale mode and the ALEC in the UNE mode). Supra Telecom does not agree that these charges are to be assessed in all of the circumstances sought by BellSouth.

Issue 9: What should be the definition of "ALEC"?

BELLSOUTH: Consistent with § 364.02, Florida Statutes, "ALEC" should be defined as a telephone company certified by the Public Service Commission to provide local exchange services in the state of Florida after July 1, 1995.

SUPRA: Supra Telecom does not dispute that the definition of "ALEC" should be consistent with Fla.Stat. § 364.02. However, BellSouth should not be allowed to refuse to comply with an Interconnection Agreement simply because the carrier is not certificated. Consistent with both federal law and Fla.Stat. § 364.33, a non-certificated carrier should be allowed to engage in a test implementation of the Interconnection Agreement so long as the carrier is not providing telecommunications services to the public.

Issue 10: Should the rate for a loop be reduced when the loop utilizes Digitally Added Main Line (DAML) equipment?

BELLSOUTH: No. BellSouth utilizes DAML equipment on a very limited basis to expand a single loop to derive two digital channels, each of which may be used to provide voice grade service. BellSouth's deployment of DAML is limited to those situations where loop facilities are not currently available for the second voice grade loop. It is a temporary solution for provision of service pending installation of facilities. The use of DAML equipment is a means to meet in a timely manner a request for service. It is not a more economic means of meeting demand on a broad basis than using individual loop pairs. For example, for loops served via Digital Loop Carrier (DLC) equipment, DAML equipment must be placed both at the DLC Remote Terminal and the customer's premises. Further, from the DLC Remote Terminal to the BellSouth central office, two channels at DS-O (one for each of the loops derived via DAML equipment) must still be provisioned. Supra believes that loops utilizing DAML equipment should be offered at a lower cost than other loops. However, costs for unbundled loops have been calculated in compliance with Federal Communications Commission rules on a forward-looking basis without regard to the manner in which the customer is served (e.g., copper or digital loop carrier).

SUPRA: DAML is a line-sharing technology. Where line-sharing technology is involved in the UNE environment, Supra Telecom should only be obligated to pay the pro-rated cost of the shared network elements; such as the shared local loop.

Issue 11: Should the Interconnection Agreement allow either party (first party) to offset from the other party (second party) disputed charges and other amounts due to the first party, from sums due to the second party?

BELLSOUTH: No. The Interconnection Agreement contains in Attachment 6 provisions to handle billing disputes between the parties. Allowing one party to

withhold payment of appropriately billed charges when other charges, whether appropriately or inappropriately billed, are in dispute, would allow parties to "game" the billing system to avoid paying bills.

SUPRA: Yes. Either party should be allowed to offset monies due to that party which the other party refuses or delays in paying. This is standard practice in the business world and encourages the parties to resolve their disputes quickly. Under BellSouth's approach, BellSouth can refuse to pay charges due to an ALEC (such as for reciprocal compensation in the UNE environment) or refuse to refund past overcharges which were already paid and force the ALEC to resort to the courts for payment; while in the interim requiring the ALEC to continue paying all charges assessed by BellSouth or lose service. The end result of this game is drain ALECs of cash flow in an attempt to make the ALEC unprofitable and force the ALEC out of business. Offsets are the norm in the business world, and forcing BellSouth to behave like a normal business is imperative if this Commission wants competition in the local exchange markets.

Issue 12: Should BellSouth be required to provide transport to Supra Telecom if that transport crosses LATA boundaries?

BELLSOUTH: No. BellSouth is prohibited by law from providing services across LATA boundaries. In addition, BellSouth's obligations under Section 251 and 252 of the Act relate to local interconnection and provision of services to allow ALECs to compete in the local exchange market. Supra's request is clearly beyond the scope of the Act.

SUPRA: Yes. BellSouth is obligated provide Supra Telecom access to transport throughout its network, regardless of the path or route of that transport. BellSouth has facilities to provide transport across LATA boundaries and everyday provides service across LATA boundaries to those customers located at or near the LATA boundary. The UNE connections for transport across LATA boundaries already exist, BellSouth just simply refuses to provide access to these UNEs because of the competitive implications. The law currently prohibits BellSouth from providing unrestricted service across LATA boundaries as an incentive for BellSouth to open its markets to local competition. If BellSouth can demonstrate that it has sufficiently opened its markets to competition, then BellSouth will be allowed to provide that unrestricted service. However, nothing in the law prevents Supra Telecom from offering unrestricted services across LATA boundaries and if Supra Telecom is providing service across LATA boundaries using UNE's, it is Supra Telecom who is providing that service and not BellSouth. Therefore, a refusal by BellSouth to allow Supra Telecom access to the transport UNE across LATA boundaries is simply an illegal refusal to allow Supra Telecom access to BellSouth's network.

Issue 13: What should be the appropriate definition of "local traffic" for purposes of the parties' reciprocal compensation obligations under Section 251(b)(5) of the 1996 Act?

BELLSOUTH: "Local traffic" should be defined to apply only to traffic that originates and terminates within a local area. The definition should expressly exclude traffic to Internet Service Providers, which is interstate traffic.

SUPRA: "Local traffic" is traffic between two locations within the local area or LATA. Thus telephone calls which are dialed within the LATA are local in nature, irrespective of whether or not any of the calls are to Internet Service Providers.

Issue 14: Should BellSouth pay reciprocal compensation to Supra Telecom where Supra Telecom is utilizing UNEs to provide local service (i.e. unbundled switching and the unbundled local loop) for the termination of local traffic to Supra's end users?

BELLSOUTH: No. The purpose of reciprocal compensation is to recover the costs incurred by the terminating carrier for utilizing its network. Since BellSouth does not charge Supra the end office switching rates when a BellSouth customer places a local call to a Supra customer, and Supra does not have its own network, Supra incurs no cost in terminating the call. Thus, reciprocal compensation is not appropriate.

SUPRA: Yes. When Supra Telecom is providing service through a combination of UNEs, Supra Telecom is considered to be the facilities-based local exchange carrier. The rationale for reciprocal compensation is to provide a carrier compensation for use of that carrier's network in order to complete a call and thus share on a pro-rata basis the cost of the network. The cost of UNEs to Supra Telecom is based upon the total element cost to BellSouth, thus Supra Telecom is paying on a recurring basis, for the total cost the network elements. Since Supra Telecom is paying the total cost of the UNEs, it makes sense that BellSouth should pay Supra Telecom reciprocal compensation for termination of local traffic to Supra Telecom's end-users. Additionally, the Telecommunication Act requires BellSouth to pay reciprocal compensation in the UNE environment.

Issue 15: What Performance Measurements should be included in the Interconnection Agreement?

BELLSOUTH: The Service Performance Measurements and Enforcement Mechanisms proposed by BellSouth should be adopted. BellSouth has provided extensive service quality measurements pursuant to which Supra can confirm parity between BellSouth and other ALECs. BellSouth's proposal includes voluntary enforcement mechanisms, which would become effective after BellSouth receives 271

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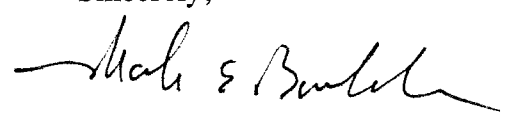
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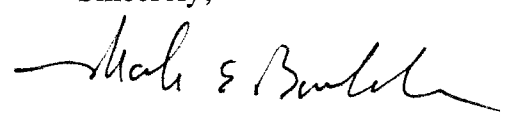
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authority.

SUPRA: Irrespective of BellSouth receiving § 271 approval, BellSouth is obligated to provide Supra Telecom the same or better service than it provides to its retail division and BellSouth customers. Supra has requested the performance measurements set forth in the prior agreement between the parties which has previously been filed and approved by this Commission. The performance measurements in the prior agreement have practical standards which directly relate to how quickly BellSouth must provision service to Supra Telecom customers. BellSouth is currently in constant breach of those performance standards. Requiring BellSouth to adhere to voluntary standards is simply meaningless. Standards must be binding and Supra Telecom must have the right to inspect BellSouth records regarding the service it provides to itself and BellSouth customers. For Supra Telecom to ensure its customers receive service equal in quality to that received by BellSouth customers, BellSouth must establish that it offers non-discriminatory support for total service resale, use of unbundled network elements (UNE's), and access to OSS. If there is to be a different set of standards, then BellSouth should be required to provide an effective performance measurement methodology that contains:

(a) A comprehensive set of comparative measurements that provides for desegregation of its data to permit meaningful comparisons and full disclosure;

(b) Business rules and calculations which reveal true performance and customer experiences;

(c) A sound methodology for establishing benchmarks and designating appropriate retail analogs.

(d) Statistical procedures that balance the possibility of concluding BellSouth favoritism exists when it does not with concluding there is no BellSouth favoritism when there is.

(e) Supra Telecom's access to all the raw data that BellSouth uses for its ALEC performance reporting. Further BellSouth should adopt an appropriate systems of self-enforcing consequences to assure that the competitive local telecommunications markets envisioned by the 1996 Act will be able to develop and survive. The consequences must provide BellSouth with incentives sufficient to prevent BellSouth from inhibiting competition through discriminatory treatment of ALECs. Such consequences must be immediately imposed upon a demonstration of poor BellSouth performance. A self-enforcing system of consequences is needed to assure that BellSouth has appropriate incentives to comply, on an ongoing basis, with its Section 251 obligations to provide ALECs with non-discriminatory support regardless of whether a section 271 application has been made or approved. Supra Telecom proposes the AT&T Performance Incentive Plan (as identified in the arbitration between those two parties) as the enforcement mechanism.

11. With respect to the allegations in paragraph 11, Supra Telecom states as

follows. Pursuant to 47 U.S.C. § 252, a petition for arbitration is to be filed within 135 days after the ALEC requests the beginning of negotiations. In this instance, in late March 2000, BellSouth sent Supra Telecom a letter advising that the prior Interconnection Agreement would be expiring in June 2000. At that point Kay Ramos of Supra Telecom advised Pat Finlen of BellSouth that Supra Telecom was amenable to operating under the current Interconnection Agreement until conclusion of the AT&T Arbitration, at which point Supra Telecom would adopt the new AT&T agreement. Pat Finlen agreed with this position and promised to sent Mr. Ramos a confirming letter agreement. However, in early June 2000 BellSouth retracted this promised and advised that a new agreement would have to be renegotiated to which Supra Telecom responded by requesting that BellSouth make proposed changes to the current agreement between the parties. This request from Supra Telecom was dated June 9, 2000. BellSouth refused to negotiated from the current agreement, forcing Supra Telecom to become acquainted with a wholly new agreement without sufficient time or opportunity to identify all the issues between the parties. Nevertheless, based upon the above, the window for filing a petition for arbitration does not begin until October 23, 2000, the 135th day after Supra Telecom made a request for negotiation upon BellSouth. Thus pursuant to 47 U.S.C. § 252, this petition for arbitration is premature and filed prematurely in order to preclude a true listing of all of the issues between the parties.

12. Attached hereto are a list of additional issues believed to be existing between the parties in regards to disputes between the parties over the interconnection agreement proposed by BellSouth.

Issue 16: Should the Interconnection Agreement be a complete agreement or should BellSouth be allowed to keep issues open in order to preclude providing service until the negotiation of subsequent?

SUPRA: The interconnection agreement should be a complete agreement. If a rate is not provided in the Interconnection Agreement for a service, item or element, then BellSouth must provide that service, item or element without additional compensation. This includes components of any service, item or element. If the Interconnection Agreement does not directly address a service, item or element, but that service, item or element is necessary to provide a service, item or element directly addressed by the Interconnection Agreement, then BellSouth must provide that service, item or element without additional compensation. Finally, if the Interconnect Agreement does not address a new service, item or element and new contract terms are necessary, then BellSouth must still provide that service, item or element without requiring an addendum and if the parties cannot negotiate a new addendum, must petition the Commission to resolve the terms of the new addendum. However, absent a Commission order, BellSouth should not be able to refuse to provide the service, item or element while the parties are resolving the new addendum. The new addendum should be subject to true-up after the addendum has been finally resolved.

BELLSOUTH: The Interconnection Agreement need not be complete and if an issues arise regarding a rate, condition or term for a service, item or element, BellSouth can refuse to provide that service, item or element until a new agreement has been negotiated and arbitrated which covers that service, item or element.

Issue 17: Should Supra Telecom be allowed to engage in comparative advertising using BellSouth's name and marks?

SUPRA: Under trademark law, Supra Telecom can use BellSouth's name and marks (i.e. trademarks, tradenames, service marks and service names) in comparative advertising which is truthful. Supra Telecom seeks to inform consumers of differences between the two companies and thus wants the ability to refer to BellSouth's name and all marks as allowed by trademark law.

BELLSOUTH: Supra Telecom may refer to BellSouth in comparative advertising which is truthful. BellSouth has not expressed an opinion regarding the use of BellSouth marks (i.e. trademarks, tradenames, service marks and service names).

Issue 18: What should be the rates for each service, item or element set forth in the proposed Interconnection Agreement?

SUPRA: The rates set forth in the Interconnection Agreement should be those rates

already established by the FCC and this Commission in current and/or prior proceedings. To the extent neither the FCC or this Commission has established such rates, the rates should be those set forth in the current Interconnection Agreement between the parties.

BELLSOUTH: The rates should be those set forth in the agreement proposed by BellSouth.

Issue 19: Should calls to Internet service providers be treated as local traffic for the purposes of reciprocal compensation?

SUPRA: ISP calls should be treated as local traffic for purposes of reciprocal compensation. AT&T still incurs the cost of the ISP Traffic over its network. Additionally, such calls are treated as local under BellSouth's tariffs and the FCC has treated ISP Traffic as intrastate for jurisdictional separation purposes.

BELLSOUTH: No, calls to ISPs should not be considered to be local in nature.

Issue 20: Should BellSouth be required to adopt validation and audit requirements which will enable Supra Telecom to assure the accuracy and reliability of the performance data BellSouth provides to Supra Telecom, and upon which the FPSC will ultimately rely when drawing conclusions about whether BellSouth meets its obligations under the Act?

SUPRA: BellSouth should be required to have an independent audit conducted of its performance measurement systems, paid for by BellSouth. Additional annual audits should also be conducted and paid for by BellSouth. Supra Telecom may request additional audits when performance measures are changed or added, to be paid for by BellSouth. Additionally, audits of individual measures should be conducted. The cost of a "mini-audit" shall be paid by Supra Telecom unless the audit determines that BellSouth is not in compliance with the terms of the Agreement.

BELLSOUTH: BellSouth will only agree to the audits set forth in the current Interconnection Agreement it has proposed.

Issue 21: What does "currently combines" mean as that phrase is used in 57 C.F.R §51.315(b)?

SUPRA: The Commission should allow Supra Telecom to provide telecommunications services to any customer using any combination of elements that BellSouth routinely combines in its own network and to purchase such combinations at TELRIC rates. BellSouth should not be allowed to restrict Supra Telecom from

purchasing and using such combinations to only provide service to customers who currently receive retail service by means of the combined elements. This is the only interpretation of the term "currently combines" that is consistent with the nondiscrimination policy of the Act and which will promote rapid growth in competition in the local telephone market.

BELLSOUTH: "Currently combines" means where the connection already exists.

Issue 22: Should BellSouth be permitted to charge Supra Telecom a "glue charge" when BellSouth combines network elements.

SUPRA: BellSouth should not impose any additional charge on Supra Telecom for any combination of network elements above the TELRIC cost of the combination.

BELLSOUTH: BellSouth should be allowed to charge the glue charges provided for in its proposal.

Issue 23: Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network?

SUPRA: Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in BellSouth's network.

BELLSOUTH: No. Only those elements that already have been combined in BellSouth's network must be provided to ALECs in combined form.

Issue 24: Should BellSouth be required to combine network elements that are not ordinarily combined in its network?

SUPRA: Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are not ordinarily combined in its network.

BELLSOUTH: No. BellSouth should not be required to provide such combinations.

Issue 25: Should BellSouth charge Supra Telecom only for UNEs that it orders and uses, and should UNEs ordered and used by Supra Telecom be considered part of its network for reciprocal compensation and switched access charges?

SUPRA: Yes. This approach should be adopted.

BELLSOUTH: No. BellSouth does not consider UNEs ordered by Supra Telecom to be part of Supra Telecom's network for reciprocal compensation and switched access charges.

Issue 26: Under what rates, terms and conditions may Supra Telecom purchase network elements or combinations to replace services currently purchase from BellSouth tariffs?

SUPRA: Pursuant to FCC Order, Supra Telecom is permitted to purchase network elements and combinations to replace services currently purchased from BellSouth tariffs. The price to purchase network elements and combinations in such situations should be the TELRIC cost to do a record change in BellSouth's OSS, plus the recurring price of the appropriate network elements or combinations. BellSouth should not be permitted to place obstacles in the way of Supra Telecom's ability to convert such services to network elements and combinations as easily and seamlessly as possible. Appropriate terms and conditions must also be ordered to ensure that Supra Telecom is able to replace services with network elements/combinations of network elements.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

Issue 27: How should Supra Telecom and BellSouth interconnect their networks in order to originate and compete calls to end-users?

SUPRA: Supra Telecom and BellSouth should interconnect on an equitable basis, which is hierarchically equivalent, and not maintain the unbalanced situation where Supra Telecom incurs the expense of connecting throughout BellSouth's network, while BellSouth incur the much lower cost of connecting at the edge of Supra Telecom's network. Supra Telecom's proposal also avoid use of limited collocation space that is better used for other purposes such as interconnection to UNE loops and advanced services. Supra Telecom's proposal requires the two parties to work out a transition plan to "groom" the two networks.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

Issue 28: What terms and conditions and what separate rates if any, should apply for Supra Telecom to gain access to and use BellSouth facilities to serve multi-unit installations?

SUPRA: BellSouth should cooperate with Supra Telecom, upon request, in

establishing a single point of interconnection on a case-by-case basis at multi-unit installations. Where such points of interconnection do not exist, BellSouth should construct such single points of interconnection, and Supra Telecom should be charged no more than its fair share, as one service provider using this facility, of the forward-looking price. The single point of interconnection should be fully accessible by Supra Telecom technicians without the necessity of having a BellSouth technician present.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

Issue 29: Should BellSouth provide local circuit switching at UNE rates to allow Supra Telecom to serve the first three lines provided to a customer located in Density Zone 1 as defined and/or determined in the UNE docket (Docket No. 99-0649-TP)?

SUPRA: Yes. Customers should be allowed to freely choose their local service provider regardless of the number of lines that customer purchases. Supra Telecom is entitled to purchase local circuit switching at UNE rates to provide service to customers in Density Zone 1 for the first, second, and third lines purchased by such customers even if those customers have four lines or more.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

Issue 30: Should BellSouth preclude Supra Telecom from purchasing local circuit switching from BellSouth at UNE rates when a Density Zone 1 existing Supra Telecom customer with 1-3 lines increases its lines to 4 or more?

SUPRA: No. In a level competitive environment, customers services and rates should not be negatively impacted by BellSouth's election to increase Supra Telecom's costs of providing local service simply because the customer adds a fourth line to its location.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

Issue 31: Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict Supra Telecom's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customary?

SUPRA: No. The total number of lines served to all of the customers' locations should not be aggregated. If a customer, for example, has several locations, each served by 3 lines or less, Supra Telecom should be entitled to purchase local circuit

switching from BellSouth to serve each of the locations.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

Issue 32: Should Supra Telecom be permitted to charge tandem rate elements when its switch serves a geographic area comparable to that served by BellSouth's tandem switch?

SUPRA: Yes. When Supra Telecom's switches serve a geographic area comparable to that served by BellSouth's tandem switch, then Supra Telecom should be permitted to charge tandem rate elements.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

Issue 33: What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities?

SUPRA: When existing loops are provisioned on digital loop carrier facilities, and Supra Telecom requests such loops in order to provide xDSL service, BellSouth should provide Supra Telecom with access to other loops or subloops so that Supra Telecom may provide xDSL service to a customer.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

Issue 34: What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to Supra Telecom?

SUPRA: The coordinated cut-over process proposed by Supra Telecom should be implemented to ensure accurate, reliable, and timely cut-overs. BellSouth's proposed process does not ensure that customers switching from BellSouth to Supra Telecom receive the same treatment that BellSouth customers receive. Moreover, BellSouth does not follow its own process.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

Issue 35: Is conducting a statewide investigation of criminal history records for

each Supra Telecom employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on Supra Telecom?

SUPRA: No. These requirements are unreasonable and are inconsistent with the examples of measures found by the FCC to be reasonable, e.g. ID badges, security cameras, cabinet enclosures, and separate central building entrances. Such requirements are excessive, increasing collocation costs without providing additional protection to BellSouth. Moreover, such requirements are discriminatory as applied to Supra Telecom. Supra Telecom is willing to indemnify BellSouth, on a reciprocal basis, for any bodily injury or property damage caused by Supra Telecom's employees or agents.

BELLSOUTH: BellSouth advocates such extensive investigations for ALECs but uses less stringent background checks for its own employees.

Issue 36: For what recurring and non-recurring items may BellSouth charge Supra Telecom for collocation and under what terms and conditions.

SUPRA: To the extent addressed by previous Commission rulings, the charges should be those permitted or required by this Commission in prior rulings. Otherwise, the rates for all types of collocation should be those set forth in the current Interconnection Agreement between the parties and nothing more. BellSouth must allow access to overhead racks on a recurring charge base and may not require the installation of new racks. All power plant charges shall be recovered solely on a recurring charge rate (and at a rate set forth in the current Interconnection Agreement between the parties). To the extent there are ICB charges in the current Interconnection Agreement which have not been superseded by Commission or FCC rulings, Supra Telecom should be allowed to order such items from the BellSouth collocation tariff at tariffed rates. To the extent a expense is not specifically set forth in either prior Commission rulings, the prior Interconnection Agreement or a BellSouth Tariff (i.e. a specific rate as opposed to an ICB entry), BellSouth shall not be allowed to charge Supra Telecom for such amounts. Supra Telecom should be allowed to perform all work within its collocation space (irrespective of whether or not there is a cage, wall or nothing separating the two party's spaces (including any mechanical or electrical work using BellSouth certified vendors). At its discretion, Supra Telecom should be allowed to pursue any building permits required for the collocation work.

BELLSOUTH: BellSouth adopts the position set forth in its proposed interconnection agreement.

Issue 37: What rate should apply to the provision of DC power to Supra

Telecom's collocation space?

SUPRA: Supra Telecom believes that it should only pay for the power it uses. Thus the rate should be any rate established by this Commission (or in the absence as set forth in the previous interconnection agreement) on an actual per ampere basis.

BELLSOUTH: BellSouth's proposed rates should apply on a per fused ampere basis.

Issue 38: Should BellSouth provide Supra Telecom true electronic access to its pre-ordering and ordering interfaces?

SUPRA: Yes. Under the parity provisions of the Telecommunications Act, Supra Telecom should be allowed direct access to the same databases which BellSouth uses to provision its customers.

BELLSOUTH: No. Supra Telecom should only have access to the limited number of "buffered" databases which BellSouth makes available to ALECs in general.

Issue 39: Should BellSouth provide Supra Telecom access to EDI interfaces which have already been created as a result of BellSouth working with other ALECs?

SUPRA: Yes. Under the parity and none discriminatory provisions of the Telecommunications Act, Supra Telecom should be allowed to test and use any ordering interface currently available without having to pay BellSouth any extra monies.

BELLSOUTH: No. Supra Telecom should not be allowed to view, test or use ordering interfaces other than those currently made available to ALECs in general.

Issue 40: Should Standard Message Desk Interface-Enhanced ("SMDI-E") and Inter-Switch Voice Messaging Service ("IVMS"), and any other corresponding signaling associated with voice mail messaging be included within the cost of the UNE switching port?

SUPRA: Yes. These signals are generated by the switch port in order to let the end user know that a voice message is waiting for that end-user. The previous interconnection agreement recognized the fact that this signaling and all other related voicemail signaling is part of the switch port and so should this interconnection agreement. As part of the switching port, there should be no additional charges beyond the port cost for such signaling.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth

may dispute this position.

Issue 41: Should BellSouth be required to continue providing Supra Telecom the right to audits BellSouth's books and records in order to confirm the accuracy of BellSouth's bills?

SUPRA: Yes. Pursuant to the current interconnection agreement, BellSouth is required to allow Supra Telecom to audit the books and records of BellSouth in order that Supra Telecom may verify the accuracy of BellSouth's billing.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth does not want Supra Telecom to have the right to audit BellSouth's billing.

Issue 42: What is the proper time-frame for either party to render bills for overdue charges?

SUPRA: BellSouth should be required to continue its current practice of not rendering bills for charges more than one year old. BellSouth does not render bills to its own retail customers for charges more than one year old, and BellSouth should not bill Supra Telecom, as a wholesale customer, any differently.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

Issue 43: What should be the charge allowed for OSS ordering and provisioning as compared to the prior interconnection agreement.

SUPRA: Unless this Commission has set rates for such charges, Supra Telecom should not be required to pay more for this service than set forth in the prior interconnection agreement between the parties.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

Issue 44: What terms are adoptable from other filed interconnection agreements?

SUPRA: Unless this Commission or the FCC has stated otherwise, Supra Telecom believes that it should be able to adopt any single discrete service, term, rate, right, responsibility or obligation found (or which in the future may be found) in any other agreement in which BellSouth is a party and which agreement is filed with this Commission.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth's position is that Supra Telecom must adopt basically a new interconnection agreement and for practical purposes, there effectively is no pick and choose right.

Issue 45: Should BellSouth be required to permit Supra Telecom to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, effective as of the date of Supra Telecom's request. Should BellSouth be required to post on its web-site all BellSouth interconnection agreements with third parties within fifteen days of the filing of such agreement with the FPSC?

SUPRA: BellSouth should permit Supra Telecom to substitute more favorable terms and conditions effective as of the date of Supra Telecom's request and should post such agreements on its web-site.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

Issue 46: Should Supra Telecom be allowed the ability to submit orders electronically for all services and elements.

SUPRA: BellSouth should provide the ability to submit orders electronically for all services and elements. Lack of electronic ordering increases the possibility of errors and increases costs. BellSouth reported order flow-through for business services for two years before taking the position that these requests do not flow through. BellSouth formerly claimed only that complex business requests did not flow through, but even then, BellSouth admits that its service representatives types their requests into a front end system (DOE or SONGS), which then accepts valid request and issues the required service orders. Examples of instances in which Supra Telecom requires electronic ordering capability are the UNEs and UNE combinations (or UNE Platforms), handling of remaining service on partial migrations, use LSR fields to establish proper billing accounts, ability to order xDSL loops, ability to order digital loops, ability to order complex directory listings, ability to order loops and LNP on a single order, and ability to change main account number on a single order.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth's position that it does not have to permit electronic ordering for all services and elements, but only those of BellSouth's choosing.

Issue 47: Should BellSouth be required to allow Supra Telecom the ability to continue processing orders electronically after the electronic ordering, without subsequent manual processing by BellSouth personnel.

SUPRA: BellSouth should provide electronic processing after electronic ordering. Examples of instances in which Supra Telecom submits electronic orders that are subsequently processed manually include basic service changes together with virtually every other service ordered. Supra Telecom constantly experiences problems with BellSouth's ordering interfaces in that the front end system such as LENS accepts, the orders; but then such orders are thrown into clarification because BellSouth's systems are defective, thus requiring manual intervention. One well example is that BellSouth's systems throws into clarification conversion orders from customers who order other services from BellSouth such as paging services and internet access. When a customer orders such other services, although the LENS system may accept the order, the BellSouth system subsequently rejects the order because BellSouth personnel must separate the non-regulated service (i.e. internet or paging) from the telephone service. Supra Telecom should have the right and ability to fix these ordering problems by having direct electronic access into the BellSouth system.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

Issue 48: What Billing Records should BellSouth be obligated to be provide Supra Telecom? Should BellSouth be required to provide Supra Telecom with billing records with all EMI standard fields?

SUPRA: At Supra Telecom's request, BellSouth should provide any and all billing records made available by any other RBOC, ILEC or other telecommunications carrier according to standard industry record formats; including billing records with all EMI standard fields. BellSouth only currently wishes to make available certain billing records, which do not include records necessary to determine and calculate legitimate billing such as for reciprocal compensation. BellSouth should not be able to skirt its obligations under the Telecommunications Act by refusing to make available industry standard billing records.

BELLSOUTH: Irrespectively of the fact that the data provided is insufficient to provide Supra Telecom the right to perform complete billing, BellSouth believes it only needs to make available those records found in its ADUF, ODUF, and EODUF files.

Issue 49: Should Supra Telecom be allowed to share the spectrum on a local loop for voice and data when Supra Telecom purchases a loop/port combination and if so, under what rates, terms, and conditions?

SUPRA: Yes. BellSouth's position that sharing of the spectrum on local loop/port combination is only permitted when BellSouth utilizes the portion of the spectrum to

provide voice is discriminatory and anti-competitive. Any purchaser of local loops from BellSouth should be allowed to use the loop in providing both voice and data at the same time. There are not technical constraints to this arrangement. The Commission's ordering of such arrangement will further the deployment of advanced data services to all portions of the state, and will not be dependent on the deployment schedule of BellSouth alone.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

Issue 50: What are the appropriate rates and charges for unbundled network elements and combinations of network elements.

SUPRA: Issues related to rates and charges are being taken up in Docket No. 990649-TP and to the extent this Commission enters an appropriate order in that docket, the rates should be those found in that docket.

BELLSOUTH: Exact position unknown, however Supra Telecom notes that BellSouth has proposed rates which may differ from those ultimately decided by this Commission.

Issue 51: Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface?

SUPRA: No. When BellSouth fails to provide an electronic interface, it should not be able to impose a manual ordering charge.

BELLSOUTH: Exact position unknown, however Supra Telecom notes that BellSouth wants to impose manual charges regardless of whether an electronic interface is available.

Issue 52: Should the resale discount apply to all telecommunication services BellSouth offers to end users, regardless of the tariff in which the service is contained?

SUPRA: Yes. Offering a retail service under a tariff other than the private line or GSST tariffs does not preclude it from the wholesale discount.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

Issue 53: Should BellSouth have the right to determine unilaterally the demarcation points for access to UNEs?

SUPRA: No. Supra Telecom should have the right to designate any technically feasible point for access to UNEs.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and has only offered access to UNEs at demarcation points established by BellSouth.

Issue 54: Should BellSouth be required to develop the industry standard EDI pro-ordering interface (REDI) without charging Supra Telecom for the up-front development costs?

SUPRA: BellSouth is required to either give Supra Telecom direct access to BellSouth's ordering interfaces or develop equal industry standard interfaces such as REDI at its expense. Alternatively, the recovery of any costs should be on a recurring basis.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and that BellSouth should only be required to provide the standard interfaces which it makes available.

Issue 55: Should BellSouth be required to provide an application-to-application access service order inquiry process?

SUPRA: Yes. Such a process is needed to obtain pre-order information electronically for UNEs ordered via an access service request.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

Issue 56: Should BellSouth provide a service inquiry process for local services as a pre-ordering function?

SUPRA: Yes. BellSouth should provide service inquiry for pre-ordering.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

Issue 57: Should BellSouth be required to provide downloads of the RSAG, PLATS, PSIMS and PIC databases without license agreements and without charge?

SUPRA: Yes. BellSouth should provide these database downloads without a license agreement or use restrictions and should provide these downloads at no cost.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

Issue 58: What are the applicable ordering charges when electronic interfaces are in place but they fail to work?

SUPRA: If electronic interfaces are in place but are unavailable for reasons other than scheduled maintenance, BellSouth should not impose manual ordering charges.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

Issue 59: Should Supra Telecom be required to pay for expedited service when BellSouth provides services after the offered expedited date, but prior to BellSouth's standard interval?

SUPRA: No. BellSouth should not receive additional payment when it fails to perform in accordance with the specified expedited time-frame.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

Issue 60: When BellSouth rejects or clarifies a Supra Telecom order, should it be required to identify all errors in the order that would cause it to be rejected or clarified?

SUPRA: Yes. Identifying all errors in the order will prevent the need for submitting the order multiple times. Additionally, if any order has been clarified, BellSouth should be required not immediately notify Supra Telecom that the order has been clarified. Currently, Supra Telecom has had to constantly track orders in order to catch clarifications. Although the clarifications are resulting from BellSouth internal errors, BellSouth nevertheless does not notify anyone of the clarification and without being pushed, will let the order sit until it is purged by the system. Obviously BellSouth does not treat its own customers so poorly. Since BellSouth will notify itself of ordering problems, it should be obligated under the parity provisions to notify Supra Telecom as well.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position. Furthermore, BellSouth does not currently provide affirmative notice of clarifications.

Issue 61: Should BellSouth be allowed to drop an order after ten days (or any

other time period), when the order has been accepted by the front-end ordering system (such as LENS) but sent into clarification by BellSouth? Alternatively, if BellSouth drops any orders, should it be required to notify Supra Telecom the same day the order has been dropped?

SUPRA: BellSouth should not be allowed to drop orders when the order passes through the front-end ordering interface (such as LENS). Any further problems with the order are now the responsibility of BellSouth and BellSouth should not be allowed to skirt its responsibility to complete the orders simply by letting the orders sit until the system purges them. By purging orders, BellSouth is able to hide the problems with its OSS systems. Thus the orders should not be purged and should remain on the BellSouth system until BellSouth personnel fix the clarification problems. Alternatively, if any orders are dropped by BellSouth's systems, BellSouth should be under an obligation to affirmatively notify Supra Telecom (electronically or in writing) within 24 hours of the order being dropped.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

Issue 62: Should BellSouth be required to provide completion notices for manual orders?

SUPRA: Yes. Supra Telecom should receive completion notices for all orders, including manual orders.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and notes that BellSouth currently does not provide such notice.

Issue 63: Should BellSouth be permitted to disconnect service to Supra Telecom (or a Supra Telecom customer) for nonpayment?

SUPRA: No. The parties should not disconnect for nonpayment. The appropriate remedy should be determined in dispute resolution.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and wishes to disconnect service over such disputes.

Issue 64: Should the Interconnection Agreements contain a provision establishing that BellSouth will provide services in any combination requested by Supra Telecom?

SUPRA: Yes. The Interconnection Agreements should contain a provision establishing that BellSouth will provide services in any combination requested by Supra Telecom

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and objects to the addition of such provision.

Issue 65: Should the parties liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreements?

SUPRA: Yes. There should be no limitation of liability for material breaches of the Agreements.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and adopts the position set forth its proposed agreement.

Issue 66: Should Supra Telecom be able to obtain specific performance as a remedy for BellSouth's breach of contract?

SUPRA: Yes, the current interconnection agreement allows for the remedy of specific performance and so should this interconnection agreement. Services under the Agreements are unique, and specific performance is an appropriate remedy for BellSouth's failure to provide the services as required in the Agreement.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and adopts the position set forth its proposed agreement.

13. As stated previously, BellSouth failed to negotiate a new Interconnection Agreement in good faith. The proposed Interconnection Agreement attached to the petition was sent to Supra Telecom for the very first time as part of the petition. Although it would have been easier for both parties to have worked from the prior interconnection agreement, BellSouth refused to do so and thus gave Supra Telecom little opportunity to go over the multitude of changes set forth in the current proposed interconnection agreement attached to

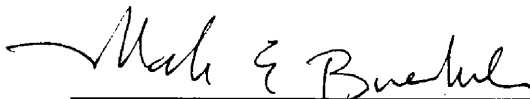
the petition. Although BellSouth was specifically advised that Supra Telecom wished to begin negotiations from the prior agreement in place, BellSouth flatly refused; most likely because it benefitted BellSouth to represent to this Commission that the parties had only raised a few issues, when in reality, many potential issues actually existed.

14. Thus Telecom raises the above reference issues as additional issues based upon the proposed interconnection agreement BellSouth filed as part of this petition and respectfully requests that this Commission decide these issues in Supra Telecom's favor. Additionally, Supra Telecom respectfully requests that this Commission enter a ruling that the refusal of an ILEC to negotiate from the parties' current interconnection agreement is a violation of an ILEC's obligation to negotiate interconnection agreements in good faith.

WHEREFORE SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC., hereby files and serves this its response to the petitioner BELL SOUTH TELECOMMUNICATIONS, INC.'s petition for arbitration of interconnection agreement and raises as additional issues for arbitration those other issues set forth herein.

Respectfully Submitted,

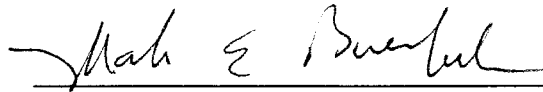
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MARK E. BUECHELE
FLORIDA BAR NO. 906700

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via U.S. Mail on NANCY B. WHITE c/o NANCY H. SIMS, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301-1556 and MICHAEL P. GOGGIN, 150 West Flagler Street, Suite 1910, Miami, Florida 33130, this ^{16th}~~2~~nd day of October, 2000.



MARK E. BUECHELE
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