

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by BellSouth
Telecommunications, Inc. for
arbitration of certain issues in
interconnection agreement with
Supra Telecommunications and
Information Systems, Inc.

DOCKET NO. 001305-TP
ORDER NO. PSC-01-1926-PHO-TP
ISSUED: September 25, 2001

Pursuant to Notice and in accordance with Rule 28-106.209, Florida Administrative Code, a Prehearing Conference was held on September 10, 2001, in Tallahassee, Florida, before Commissioner Michael A. Palecki, as Prehearing Officer.

APPEARANCES:

T. MICHAEL TWOMEY, ESQUIRE, and NANCY B. WHITE, ESQUIRE,
c/o Nancy H. Sims, 150 South Monroe St., Tallahassee,
Florida 32301
On behalf of BellSouth Telecommunications, Inc.

BRIAN CHAIKEN, ESQUIRE, 2620 S.W. 27th Avenue, Miami,
Florida 33133
On behalf of Supra Telecommunications & Information
Systems, Inc.

WAYNE D. KNIGHT, ESQUIRE, Florida Public Service
Commission, 2540 Shumard Oak Boulevard, Tallahassee,
Florida 32399-0850
On behalf of the Commission Staff.

PREHEARING ORDER

I. CONDUCT OF PROCEEDINGS

Pursuant to Rule 28-106.211, Florida Administrative Code, this Order is issued to prevent delay and to promote the just, speedy, and inexpensive determination of all aspects of this case.

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

II. CASE BACKGROUND

On September 1, 2000, BellSouth Telecommunications, Inc. (BellSouth) filed a petition for arbitration of certain issues in an interconnection agreement with Supra Telecommunications and Information Systems, Inc. (Supra). Supra filed its response, and this matter was set for hearing. In an attempt to identify and clarify the issues in this docket, issue identification meetings were held on January 8, 2001, and January 23, 2001. At the conclusion of the January 23 meeting, the parties were asked by staff to prepare a list with the final wording of the issues as they understood them. BellSouth submitted such a list, but Supra did not, choosing instead to file a motion to dismiss the arbitration proceedings, on January 29, 2001. On February 6, 2001, BellSouth filed its response. In Order No. PSC-01-1180-FOF-TI, issued May 23, 2001, the Commission denied Supra's motion to dismiss, but on its own motion ordered the parties to comply with the terms of their prior agreement by holding an Inter-company Review Board meeting. Such meeting was to be held within 14 days of the issuance of the Commission's order, and a report on the outcome of the meeting was to be filed with the Commission within 10 days after completion of the meeting. The parties were placed on notice that the meeting was to comply with Section 252(b)(5) of the Telecommunications Act of 1996 (Act).

Pursuant to the Commission's Order, the parties held meetings on May 29, 2001, June 4, 2001, and June 6, 2001. The parties then filed post-meeting reports with the Commission. Several of the original issues were withdrawn by the parties. These include Issues 2, 3, 6, 8, 30, 36, 37, 39, 43, 50, 54, 56, 58, and 64. Within its post-meeting report submitted June 18, 2001, Supra lodged a complaint alleging that BellSouth had failed to negotiate in good faith because BellSouth had not provided to Supra information necessary for the negotiations and had refused to negotiate from the parties' current agreement. BellSouth filed a Response and Motion to Dismiss on July 9, 2001, stating, among other matters, that the complaint as filed by Supra fails to set forth any basis upon which this Commission could find that BellSouth has acted in bad faith. On July 19, 2001, Supra filed its Response to BellSouth's Motion to Dismiss.

This matter is currently set for an administrative hearing on September 26-28, 2001.

III. PROCEDURE FOR HANDLING CONFIDENTIAL INFORMATION

A. Any information provided pursuant to a discovery request for which proprietary confidential business information status is requested shall be treated by the Commission and the parties as confidential. The information shall be exempt from Section 119.07(1), Florida Statutes, pending a formal ruling on such request by the Commission, or upon the return of the information to the person providing the information. If no determination of confidentiality has been made and the information has not been used in the proceeding, it shall be returned expeditiously to the person providing the information. If a determination of confidentiality has been made and the information was not entered into the record of the proceeding, it shall be returned to the person providing the information within the time periods set forth in Section 364.183, Florida Statutes.

B. It is the policy of the Florida Public Service Commission that all Commission hearings be open to the public at all times. The Commission also recognizes its obligation pursuant to Section 364.183, Florida Statutes, to protect proprietary confidential business information from disclosure outside the proceeding.

1. Any party intending to utilize confidential documents at hearing for which no ruling has been made, must be prepared to present their justifications at hearing, so that a ruling can be made at hearing.

2. In the event it becomes necessary to use confidential information during the hearing, the following procedures will be observed:

- a) Any party wishing to use any proprietary confidential business information, as that term is defined in Section 364.183(3), Florida Statutes, shall notify the Prehearing Officer and all parties of record by the time of the Prehearing Conference, or if not known at that time, no later than seven (7) days prior to the beginning of the hearing.

The notice shall include a procedure to assure that the confidential nature of the information is preserved as required by statute.

- b) Failure of any party to comply with 1) above shall be grounds to deny the party the opportunity to present evidence which is proprietary confidential business information.
- c) When confidential information is used in the hearing, parties must have copies for the Commissioners, necessary staff, and the Court Reporter, in envelopes clearly marked with the nature of the contents. Any party wishing to examine the confidential material that is not subject to an order granting confidentiality shall be provided a copy in the same fashion as provided to the Commissioners, subject to execution of any appropriate protective agreement with the owner of the material.
- d) Counsel and witnesses are cautioned to avoid verbalizing confidential information in such a way that would compromise the confidential information. Therefore, confidential information should be presented by written exhibit when reasonably possible to do so.
- e) At the conclusion of that portion of the hearing that involves confidential information, all copies of confidential exhibits shall be returned to the proffering party. If a confidential exhibit has been admitted into evidence, the copy provided to the Court Reporter shall be retained in the Division of the Commission Clerk and Administrative Services's confidential files.

IV. POST-HEARING PROCEDURES

Each party shall file a post-hearing statement of issues and positions. A summary of each position of no more than 50 words, set off with asterisks, shall be included in that statement. If a

party's position has not changed since the issuance of the prehearing order, the post-hearing statement may simply restate the prehearing position; however, if the prehearing position is longer than 50 words, it must be reduced to no more than 50 words. If a party fails to file a post-hearing statement, that party shall have waived all issues and may be dismissed from the proceeding.

Pursuant to Rule 28-106.215, Florida Administrative Code, a party's proposed findings of fact and conclusions of law, if any, statement of issues and positions, and brief, shall together total no more than 40 pages, and shall be filed at the same time.

V. PREFILED TESTIMONY AND EXHIBITS; WITNESSES

Testimony of all witnesses to be sponsored by the parties has been prefiled. All testimony which has been prefiled in this case will be inserted into the record as though read after the witness has taken the stand and affirmed the correctness of the testimony and associated exhibits. All testimony remains subject to appropriate objections. Each witness will have the opportunity to orally summarize his or her testimony at the time he or she takes the stand. Summaries of testimony shall be limited to five minutes. Upon insertion of a witness' testimony, exhibits appended thereto may be marked for identification. After all parties and Staff have had the opportunity to object and cross-examine, the exhibit may be moved into the record. All other exhibits may be similarly identified and entered into the record at the appropriate time during the hearing.

Witnesses are reminded that, on cross-examination, responses to questions calling for a simple yes or no answer shall be so answered first, after which the witness may explain his or her answer.

The Commission frequently administers the testimonial oath to more than one witness at a time. Therefore, when a witness takes the stand to testify, the attorney calling the witness is directed to ask the witness to affirm whether he or she has been sworn.

VI. ORDER OF WITNESSES

<u>Witness</u>	<u>Proffered By</u>	<u>Issues#</u>
<u>Direct and Rebuttal</u>		
Jerry D. Hendrix	BellSouth	A
Cynthia K. Cox*	BellSouth	1, 4, 7, 9-29, 31, 32, 44, 45, 49, 51, 52, 59, 63, 65 and 66
Clyde L. Greene	BellSouth	41, 42 and 48
Jerry Kephart	BellSouth	10, 28, 33-35, 40 and 53
Ronald M. Pate	BellSouth	5, 38, 46, 47, 51, 55, 57 and 60 - 62
Olukayode Ramos	Supra	A, 1, 4, 5, 9, 16, 17, 18, 26, 35, 38, 44, 45, 46, 47, 51, 52, 55, 57, 59, 60, 61, 62, 65 and 66
David Nilson	Supra	7, 8, 10, 12, 13, 14, 19, 21, 22, 23, 24, 25, 27, 28, 29, 31, 32, 33, 34, 40, 49 and 53
Carol Bentley	Supra	11, 15, 20, 41, 42, 48 and 63
Adnan Zejinilovic (Rebuttal)	Supra	5, 38, 46, 47, 51, 55, 57, 60, 61, 62
Levoyd Williams (Rebuttal)	Supra	35

*Ms. Cox adopted the Pre-filed Direct Testimony of Mr. John Ruscilli.

VII. BASIC POSITIONS

BELLSOUTH:

The Commission's goal in this proceeding is to resolve each issue in this arbitration consistent with the requirements of Section 251 of the Telecommunications Act of 1996 ("1996 Act"), including the regulations prescribed by the Federal

Communications Commission (''FCC''). The Commission should adopt BellSouth's position on the remaining issues in dispute. BellSouth's position on these issues is reasonable and consistent with the 1996 Act, the applicable FCC rulings, and prior decisions of this Commission. The same cannot be said about the position advocated by Supra Telecommunications and Information Services, Inc. ("Supra").

SUPRA:

Although Supra agrees that the parties must arbitrate a Follow-On Interconnection Agreement, Supra has been placed in an unfavorable bargaining position as a result of BellSouth's bad faith negotiation tactics. First, BellSouth filed its petition in this Docket without following express contractual escalation procedures. Second, BellSouth has refused to provide Supra with necessary information regarding BellSouth's own network (including its physical network as well as its internal OSS) so as to allow Supra to assess the differences, if any, between what BellSouth has available, and what BellSouth was offering to make available. Third, BellSouth, knowing that Supra does not have the vast resources of BellSouth, refused Supra's requests to begin negotiations of the Follow-On Agreement from the parties' current Agreement (which is the 1997 AT&T/BellSouth Agreement which had previously been arbitrated at great length before the Commission.) Instead, BellSouth attached its "template" agreement, which substantially changed the language of the AT&T/BellSouth Agreement in numerous respects in favor of BellSouth. As a result of these actions, Supra has been forced into a position where it is required to negotiate and arbitrate a Follow-On Agreement which will govern its course of dealings, and basically its entire business operations, with BellSouth for the next 3 years, without having been given significant information which would enable Supra to negotiate or arbitrate a fair agreement.

BellSouth has pressured Supra into arbitrating a Follow-on Agreement, and has argued before this Commission that Supra has delayed the arbitration process. What makes this situation all the more vexing is the fact that regardless of when the Follow-On Agreement is finally arbitrated, the terms of such will apply retro-actively to the expiration date of the

parties' current agreement. As a result of BellSouth's behavior, Supra is significantly prejudiced as a result of being forced into an arbitration without being provided necessary and relevant information which would support its positions on numerous issues. Interestingly enough, this retroactive provision is one of the provisions BellSouth unilaterally removed when seeking to negotiate from its "template" agreement instead of from the parties' current Agreement.

STAFF:

Staff's positions are preliminary and based on materials filed by the parties and on discovery. The preliminary positions are offered to assist the parties in preparing for the hearing. Staff's final positions will be based upon all the evidence in the record and may differ from the preliminary positions.

VIII. ISSUES AND POSITIONS¹

ISSUE A: Has BellSouth or Supra violated the requirement in Commission Order PSC-01-1180-FOF-TI to negotiate in good faith pursuant to Section 252 (b) (5) of the Act? If so, should BellSouth or Supra be fined \$25,000 for each violation of Commission Order PSC-01-1180-FOF-TI, for each day of the period May 29, 2001 through June 6, 2001?

POSITIONS

BELLSOUTH:

Supra violated the Commission's Order No, PSC-01-1 180-FOF-TI and should be fined for failing to negotiate in good faith during the period from May 29, 2001 through June 6, 2001. BellSouth has complied fully with the Commission's order.

SUPRA:

BellSouth violated the requirement of the Telecommunications Act of 1996, Section 252(b) (S) by refusing to provide Supra with the information regarding its own network, necessary to

¹ Issues denoted with an asterisk are in ongoing negotiations and may be settled prior to the hearing.

allow Supra to negotiate a Follow-on Agreement. In addition, BellSouth refused to allow Supra to negotiate from the current Agreement, instead, BellSouth filed a one-sided template with the FPSC and insisted to use said template for all negotiations.

STAFF:

Staff has no position at this time.

ISSUE B: Which agreement template shall be used as the base agreement into which the Commission's decision on the disputed issues will be incorporated?

POSITIONS

BELLSOUTH:

BellSouth's most current agreement template, as submitted to Supra in this docket, should be the basis for the Follow-On Agreement into which the Commission's decision on disputed issues should be incorporated.

SUPRA:

The parties' existing agreement should be the basis for the Follow-On Agreement into which the Commission's decision on disputed issues should be incorporated.

STAFF:

Staff has no position at this time.

ISSUE 1: What are the appropriate fora for the submission of disputes under the new agreement?

POSITIONS

BELLSOUTH:

The Commission should resolve disputes BellSouth and Supra arising under the parties' interconnection agreement. The Commission should reject Supra's request for a commercial arbitration clause.

SUPRA:

Supra believes that all disputes between the parties should be submitted to commercial arbitration. The current Agreement contains provisions for submission of disputes to commercial arbitration, the parties have gone through two arbitrations, and have two currently pending. There is no reason to disrupt the parties' current relationship. Many of the 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.

STAFF: Staff has no position at this time.

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?

POSITIONS

BELLSOUTH:

The parties' agreement should include language stating that it will not be filed with the Commission for approval prior to an ALEC obtaining ALEC certification from the Commission.

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.

STAFF:

Staff has no position at this time.

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

POSITIONS

BELLSOUTH:

Supra is entitled to view customer service records only for those records where the end-user customer has given specific permission to do so. Thus, BellSouth is unwilling to provide a download of the BellSouth customer service records. Providing Supra with a download of all CSRs, without authorization, of each and every BellSouth customer would constitute a breach of confidentiality and privacy.

SUPRA:

Yes. At a minimum, Supra Telecom should have a download of CRSs 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 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.

STAFF:

Staff has no position at this time.

ISSUE 7*: Which end user line charges, if any, should Supra be required to pay BellSouth?

POSITIONS

BELLSOUTH:

BellSouth is entitled to charge Supra the end user line charge associated with implementation of local number portability when Supra purchases unbundled switching from BellSouth or resells BellSouth's service. See 47 C.F.R. 6 52.33(a)(1)(ii). Furthermore, Supra should be required to pay end user common line charges. FCC Rule 5 1.617(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.

STAFF:

Staff has no position at this time.

ISSUE 9*: What should be the definition of ALEC?

POSITIONS

BELLSOUTH:

The parties' agreement should contain the same definition for ALEC that is contained in Florida Statute 364.02. That statute defines "Alternative local exchange telecommunications company" to mean any company certificated by the commission to provide local exchange telecommunications services in this state on or after July 1, 1995.

SUPRA:

Supra Telecom does not dispute that the definition of "ALEC" should be consistent with Fla. Stat. 5 364.02. 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. 5 364.33, 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.

STAFF:

Staff has no position at this time.

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

POSITIONS

BELLSOUTH:

The unbundled loop rates the Commission recently approved in the UNE cost docket (Docket No. 990649-TP) are appropriate and

do not require any adjustment to recognize the use of DAML equipment.

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.

STAFF: Staff has no position at this time.

ISSUE11A: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of disputed charges?

POSITIONS

BELLSOUTH:

The parties should be permitted to withhold payment of disputed charges.

SUPRA:

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.

STAFF:

Staff has no position at this time.

ISSUE11B: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of undisputed charges?

POSITIONS

BELLSOUTH:

The parties should not be permitted to withhold payment of undisputed charges, even if other charges are disputed.

SUPRA:

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.

STAFF: Staff has no position at this time.

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

POSITIONS

BELLSOUTH:

A plain reading of Section 271 of the Act reveals that BellSouth is prohibited from providing interLATA facilities or services to Supra or any other carrier.

SUPRA:

BellSouth is obligated to 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 services 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 market to local competition. If BellSouth demonstrates 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 services across LATA boundaries using UNEs, 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.

STAFF:

Staff has no position at this time.

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?

POSITIONS

BELLSOUTH:

The dispute between the parties on this issue concerns reciprocal compensation for ISP-bound traffic. This issue cannot be arbitrated in this proceeding. On April 27, 2001, the FCC issued its Order on Remand and Report and Order, FCC 01-131, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, and Intercarrier Compensation for ISP-Bound Traffic, CC Docket

No. 96-98, and CC Docket No. 99-68 ("Order on Remand"). In this Order, the FCC affirmed its earlier conclusion that ISP-bound traffic is predominantly interstate access traffic that is not subject to the reciprocal compensation obligations of section 251(b)(5) but is within the jurisdiction of the FCC under section 201 of the Act. (Order at 1). The FCC made it clear that because it has now exercised its authority under section 201 to determine the appropriate intercarrier compensation for ISP-bound traffic, state commissions no longer have the authority to address this issue. (Order at 82).

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 Services Providers.

STAFF:

Staff has no position at this time.

ISSUE 14: Should BellSouth pay reciprocal compensation to Supra Telecom where Supra Telecom is utilizing UNEs to provide local service for the termination of local traffic to Supra's end users? If so, which end user line charges should Supra be required to pay BellSouth?

POSITIONS

BELLSOUTH:

The purpose of reciprocal compensation is to recover the costs incurred by the terminating carrier for utilizing its network. Because BellSouth does not charge Supra the end office switching rates when a BellSouth customer places a local call to a Supra end user, and Supra does not have its own network, Supra incurs no cost in terminating that 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 UNE's to Supra Telecom is based upon the total element cost to BellSouth, thus 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 tariff to Supra Telecom's end-users. Additionally, the Telecommunication Act requires BellSouth to pay reciprocal compensation in the UNE environment.

STAFF:

Staff has no position at this time.

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

POSITIONS

BELLSOUTH:

This issue will be decided in the Commission's generic Performance Measurement, Docket No. 000121 -TP. The Commission convened that proceeding to consider the very issues Supra seeks to arbitrate in this docket. The generic docket is the appropriate vehicle for collaborating on the set of performance measures appropriate to the ALEC industry in Florida. Performance measures should not be decided in individual ALEC arbitration proceedings. Since all ALECs in Florida, including Supra, had the opportunity to participate in this docket, this Commission should require Supra to abide by the Commission's decision in the generic performance measurement docket.

SUPRA:

Irrespective of BellSouth receiving 0 271 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. Requiring BellSouth to adhere to voluntary standards 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 segregation of its data to permit meaningful comparisons and full disclosure,
- (b) Business rules and calculations which reveal true performance and customer experience.
- (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 not 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.

STAFF:

Staff has no position at this time.

ISSUE 16: Under what conditions, if any, may BellSouth refuse to provide service under the terms of the interconnection agreement?

POSITIONS

BELLSOUTH:

In order to incorporate new or different terms, conditions or rates into the parties Agreement, it is imperative that an Amendment be executed. When an ALEC notifies BellSouth that it wishes to add something to or modify something in its Agreement, BellSouth negotiates an Amendment with that ALEC. Not only is this BellSouth's practice, the Act requires that BellSouth and ALECs operate pursuant to filed and approved interconnection agreements.

SUPRA:

BellSouth cannot refuse to provide services ordered by Supra under any circumstances. If the services have not yet been priced under the Agreement or by the Commission, BellSouth must provide the services, and bill Supra retroactively once the prices have been set by the Commission or negotiated by the Parties.

STAFF:

Staff has no position at this time.

ISSUE 17: Should Supra be allowed to engage in "truthful" comparative advertising using BellSouth's name and marks?

If so, what should be the limits of that advertising, if any?

This issue has been withdrawn.

ISSUE 18*: What are the appropriate rates for the following services, items or elements set for in the proposed Interconnection Agreement?

- (A) Resale
- (B) Network Elements
- (C) Interconnection
- (D) Collocation
- (E) LPN/INP
- (F) Billing Records
- (G) Other

POSITIONS

BELLSOUTH:

The rates the Commission established in its May 25, 2001 Order in Docket No. 990649-TP are the rates that should be incorporated into the Agreement. For collocation rates and other rates not addressed in that docket, BellSouth's tariffed rates, which are cost-based, should be incorporated into the Agreement. With regard to line sharing, the rates the Commission established in the MCI arbitration decision (Docket No. 00-0649) be incorporated into Supra's Agreement.

SUPRA:

The rate 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.

STAFF:

Staff has no position at this time.

ISSUE 19*: Should calls to Internet Service Providers be treated as local traffic for the purposes of reciprocal compensation?

POSITIONS

BELLSOUTH:

This issue cannot be arbitrated in this proceeding for the reasons set forth in Issue 13, above.

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.

STAFF:

Staff has no position at this time.

ISSUE 20: Should the Interconnection Agreement include validation and audit requirements which will enable Supra Telecom to assure the accuracy and reliability of the performance data BellSouth provides to Supra Telecom?

POSITIONS

BELLSOUTH:

This issue will be decided in the Commission's generic Performance Measurement, Docket No. 000 12 1 -TP. The Commission convened that proceeding to consider the very issues Supra seeks to arbitrate in this docket. The generic docket is the appropriate vehicle for collaborating on the set of performance measures appropriate to the ALEC industry in Florida. Performance measures should not be decided in individual ALEC arbitration proceedings. Since all ALECs in Florida, including Supra, had the opportunity to participate in this docket, this Commission should require Supra to abide by the Commission's decision in the generic performance measurement docket.

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. Additional, 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.

STAFF:

Staff has no position at this time.

ISSUE 21*: What does "currently combines" mean as that phrase is used in 47 C.F.R. §51.315(b)?

POSITIONS

BELLSOUTH:

BellSouth will provide combinations to Supra at cost-based rates if the elements are, in fact, already combined in BellSouth's network. That is, BellSouth will make combinations of WNEs available to Supra consistent with BellSouth's obligations under the 1996 Act and applicable FCC rules.

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. First Report and Order, para. 294, 296

STAFF:

Staff has no position at this time.

ISSUE 22: Under what conditions, if any, may BellSouth charge Supra Telecom a "non-recurring charge" for combining network elements on behalf of Supra Telecom?

POSITIONS

BELLSOUTH:

BellSouth will provide combinations to Supra at cost-based rates if the elements are, in fact, already combined in BellSouth's network. That is, BellSouth will make combinations of UNEs available to Supra consistent with BellSouth's obligations under the 1996 Act and applicable FCC rules.

SUPRA:

No. BellSouth should not be required to provide such Combinations.

STAFF:

Staff has no position at this time.

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? If so, what charges, if any, should apply?

POSITIONS

BELLSOUTH:

BellSouth will provide combinations to Supra at cost-based rates if the elements are, in fact, already combined in BellSouth's network. That is, BellSouth will make combinations of UNEs available to Supra consistent with BellSouth's obligations under the 1996 Act and applicable FCC rules.

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. First Report and Order para. 294, 296.

STAFF:

Staff has no position at this time.

ISSUE 24: Should BellSouth be required to combine network elements that are not ordinarily combined in its network? If so, what charges, if any, should apply?

POSITIONS

BELLSOUTH:

BellSouth will provide combinations to Supra at cost-based rates if the elements are, in fact, already combined in BellSouth's network. That is, BellSouth will make combinations of UNEs available to Supra consistent with BellSouth's obligations under the 1996 Act and applicable FCC rules.

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. First Report and Order, para. 294, 296.

The law is very clear on this issue C.F.R. 47 51.309 states that BellSouth must provide without

"limitations, restrictions, or requirements on request for, or the use of, unbundled network elements that would impair the ability of a requesting telecommunications carrier to offer a telecommunications service in the manner the requesting telecommunications carrier intends."

The law clearly states "in the manner the requesting telecommunications carrier intends." It does NOT say in the manner that BellSouth intends, nor does the Act make any provision for the ILEC to determine, limit, coerce, or mandate an ALEC to limit the uses it has for a UNE to anything other than "a telecommunications service" . The definition of

a Telecommunications Service is clearly outlined by the Telecommunications Act of 1934, as amended, by:

"(46) TELECOMMUNICATIONS SERVICE. - The term telecommunications service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used."

So as long as Supra is providing a telecommunications service, and not interfering with other users, BellSouth cannot dictate uses of UNEs, and they cannot require collocation as a method to combine the UNEs into services.

ISSUE25A: Should BellSouth charge Supra Telecom only for UNEs that it orders and uses?

POSITIONS

BELLSOUTH:

Supra should pay for UNEs it orders and BellSouth provisions.

SUPRA:

Yes. This approach should be adopted. When we lease UNE's from BellSouth or any other carrier, they become our network for the term of the lease and as such we are entitled to recover the costs of connection BellSouth's customers to Supra's network via reciprocal compensation just as we are entitled to collect access charges from long distance carriers for the same reason.

STAFF:

Staff has no position at this time.

ISSUE25B: Should UNEs ordered and used by Supra Telecom be considered part of its network for the purposes of reciprocal compensation, switched access charges and inter/intra LATA services?

POSITIONS

BELLSOUTH:

BellSouth compensates an ALEC for facilities and elements that the ALEC actually uses to terminate BellSouth's traffic on the ALEC's network; likewise, the ALEC should compensate BellSouth for the facilities and elements that BellSouth actually uses for terminating the ALEC's traffic on BellSouth's network. With respect to unbundled local switching (whether by itself or in combination with other UNEs), Supra is not entitled to reciprocal compensation in circumstances when BellSouth does not bill Supra for terminating usage on that network element.

SUPRA:

Yes. This approach should be adopted. When we lease UNE's from BellSouth or any other carrier, they become our network for the term of the lease and as such we are entitled to recover the costs of connection BellSouth's customers to Supra's network via reciprocal compensation just as we are entitled to collect access charges from long distance carriers for the same reason.

STAFF:

Staff has no position at this time.

ISSUE 26*:

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

POSITIONS

BELLSOUTH:

The Commission established cost-based rates for migrating tariffed services to UNEs in Order No. PSC-01-0824-FOF-TP issued May 25, 2001. The Commission should reject Supra's request to incorporate any rates other than those recently established by this Commission,

SUPRA:

Pursuant to FCC Order, Supra Telecom is permitted to purchase network elements and combinations to replace services

currently purchased from BellSouth tariffs. The non-recurring 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. The Florida Public Service Commission has already ruled on this matter in docket PSC-FOF-98-0810-TP in which equated the labor required to effect this change to be no different than that required to effect a change of a customers long distance carrier (PIC change). The Florida Commission stated:

We also find that in cases not involving designed services, where fallout does not occur, and when electronic recent change translation is available, the time to migrate an existing BellSouth customer to an ALEC, to the time it takes BellSouth to migrate a customer to an IXC by changing the PIC code.

Upon review of the evidence in this record, we approve the non-recurring work times and direct labor rates shown in Table I for each loop and port combination in issue in this proceeding for the migration of an existing BellSouth customer to AT&T or MCI without unbundling. We furthermore approve the resultant NRCs shown in Table II.

Table II

Commission-Approved Non-recurring Charges for Loop
and Port Combinations

<u>Network Element Combination</u>	<u>First Installation</u>	<u>Additional Installations</u>
2-wire analog loop and port	\$1.4596	\$0.9335

<u>Network Element Combination</u>	<u>First Installation</u>	<u>Additional Installations</u>
2-wire ISDN loop and port	\$3.0167	\$2.4906
4-wire analog loop and port	\$1.4596	\$0.9335
4-wire DS1 loop and port	\$1.9995	\$1.2210

That BellSouth has steadfastly refused to provide UNE combinations to Supra at these rates is a matter of record in this and numerous other proceedings.

STAFF:

Staff has no position at this time.

ISSUE 27*: Should there be a single point of interconnection within the LATA for the mutual exchange of traffic? If so, how should the single point be determined?

POSITIONS

BELLSOUTH:

The Commission is currently considering this issue in Phase 2 of Docket No. 000075-TP. As such, the Commission should defer any decision in this immediate proceeding to its decision in Docket No. 000075-TP. To the extent the Commission decides the issue in this docket, BellSouth believes that Supra should be required to bear the cost of facilities that BellSouth may be required to install, on Supra's behalf, in order to carry BellSouth's traffic that originates in a BellSouth local calling area and is destined for Supra's customer located in that same local calling area to Supra's Point of Interconnection located outside of that local calling area. Supra should not be allowed to impose upon BellSouth the financial burden of delivering BellSouth's originating local traffic to a single point in the LATA when that point is outside the local calling area in which the traffic originates and terminates.

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.

STAFF:

Staff has no position at this time.

ISSUE 28*:

What terms and conditions and what separate rates, if any, should apply for Supra Telecom to gain access to and use BellSouth's facilities to serve multi-tenant environments?

POSITIONS

BELLSOUTH:

BellSouth will provide access to INC and/or NTW wire pairs as requested by Supra by terminating such pairs on separate connecting blocks serving as an access terminal for Supra. With regard to garden apartments, BellSouth will prewire the necessary pairs to serve each apartment on the access terminal BellSouth builds. The treatment for high rise buildings will be different. Rather than prewiring the access terminal, BellSouth proposes that it will then receive orders from Supra and will wire the access terminal it has created as facilities are needed by Supra. In either case, Supra will still have to build its own terminal for its cable pairs. The rates the Commission adopts in its final order in Docket 990649-TP should apply.

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.

STAFF:

Staff has no position at this time.

ISSUE 29: Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve the first three lines to a customer located in Density Zone 1? Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve four or more lines provided to a customer located in Density Zone 1?

POSITIONS

BELLSOUTH:

BellSouth is not required to provide unbundled local circuit switching to ALECs, so long as the other criteria for FCC Rule 51.319(~)(2) are met. ALECs are not impaired without access to unbundled local circuit switching when serving customers with four or more lines in Density Zone 1 in the top 50 MSAs. Consequently, ALECs are not entitled to unbundled local circuit switching in these areas for any of an end user's lines when the end user has four or more lines in the relevant geographic area, as long as BellSouth will provide the ALEC with EELS at UNE rates. The FCC criteria are not met in this case.

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 ALL customer lines in Density Zone 1, not just for the first, second, and third lines purchased by customers even if those customers have four lines or more.

The FCC definition of the Density zone 1 in the top 50 MSA's only should be used for the purpose of discussion here. It is my understanding that BellSouth had proposed the density Zone definitions for their operating area in docket PSC-99-0649-FOF-TP, but they had not yet been ratified as correctly corresponding to the FCC definitions.

The *Third Report and Order* is very clear that until the ILEC offers the enhanced Extended Loop (EEL) throughout zone 1, the LEC must continue to sell Supra lines in excess of 3 to the same customer at the same address. BellSouth has no such ubiquitously available EEL offering. The *Third Report and Order* goes on to state that Local Switching Must be provided to Supra for both line side and port side switching, so that the EEL thus provided may be combined with Local switching, Tandem Switching, and Interoffice Transport from another office(s) to provide service to a customer in Density Zone one of the 50 MSA's. So while the *Third Report and Order* does not currently require BellSouth to provide EEL, It must provide it, as a cost based UNE, if it intends to limit the purchase of 4 or more lines to one location. And should BellSouth choose to ubiquitously provide such an EEL, provision MUST be made to connect said EEL UNE to an Unbundled Local Switching UNE in another office. Again the FCC is quite clear on this issue. The EEL must be a cost based UNE and said UNE is not restricted in use to being connected to a CLEC switch only. No the EEL must be offered connected to a leased Unbundled Local Switching port, in this case typically a port rather than a line side connection supplying Supra and its customer all features of switch. Until those conditions are met, BellSouth MUST continue to sell Supra Unbundled Local Switching in the same Density Zone 1 wirecenter that the loops serving the customer terminate, regardless of the number of lines the customer purchases.

Circuit Switching. Incumbent LECs must offer unbundled access to local circuit switching, except for local circuit switching used to serve end users with four or more lines in access density zone 1 in the top 50 Metropolitan Statistical Areas (MSAs), provided that the incumbent LEC provides non-discriminatory, cost-based access to the enhanced extended link throughout zone 1. (An enhanced extended link (EEL)

consists of a combination of an unbundled loop, multiplexing/concentrating equipment, and dedicated transport. The EEL allows new entrants to serve customers without having to collocate in every central office in the incumbent's territory.) Local circuit switching includes the basic function of connecting lines and trunks on the line-side and port-side of the switch. The definition of the local switching element encompasses all of the features, functionalities, and capabilities of the switch. Incumbent LECs must also offer unbundled access to shared transport where unbundled local circuit switching is provided. Shared transport is defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches in the incumbent LEC's network." While the FCC declared that the ILEC is not required to offer Shared Interoffice - Transport in an office where they are not required to offer switching, the EEL utilizes dedicated transport and the ILEC is not relieved of their responsibility to offer Unbundled Dedicated Interoffice Transport.

STAFF:

Staff has no position at this time.

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 customer?

POSITIONS

BELLSOUTH:

BellSouth is not required to provide unbundled local circuit switching to ALECs, so long as the other criteria for FCC Rule 51.319(~)(2) are met. ALECs are not impaired without access to unbundled local circuit switching when serving customers with four or more lines in Density Zone 1 in the top 50 MSAs. Consequently, ALECs are not entitled to unbundled local circuit switching in these areas for any of an end user's lines when the end user has four or more lines in the relevant

geographic area, as long as BellSouth will provide the ALEC with EELS at UNE rates. The FCC criteria are not met in this case.

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. And as stated in Issues 29 and 30, this is a moot point until BellSouth ubiquitously offers the EEL UNE and allows it to be connected to Unbundled Local Switching in another office at cost based rates.

STAFF:

Staff has no position at this time.

ISSUE32A: Under what criteria may Supra Telecom charge the tandem switching rate?

POSITIONS

BELLSOUTH:

The Commission is currently considering this issue in Phase 2 of Docket No. 000075-TP. As such, the Commission should defer any decision in this immediate proceeding to its decision in Docket No. 000075-TP.

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.

STAFF:

Staff has no position at this time.

ISSUE32B: Based on Supra Telecom's network configuration as of January 31, 2001, has Supra Telecom met these criteria?

POSITIONS

BELLSOUTH:

The Commission is currently considering this issue in Phase 2 of Docket No. 000075-TP. As such, the Commission should defer any decision in this immediate proceeding to its decision in Docket No. 000075-TP. Furthermore, Supra does not utilize its own switch in Florida. The fact that Supra does not utilize its own switch to serve its customers, clearly demonstrates that Supra is unable to satisfy the criteria that its switch covers a geographic area comparable to that of 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.

STAFF:

Staff has no position at this time.

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?

POSITIONS

BELLSOUTH:

BellSouth is willing to provide two solutions that will allow Supra to provide its xDSL services in such a situation. The first solution is to move the end user to a loop that is suitable for xDSL service. The second solution is to allow Supra to collocate its Digital Subscriber Line Access Multiplexer (DSLAM) in the remote terminal housing the DLC and give Supra access to the unbundled network element referred to as loop distribution. BellSouth agrees that, in any case where it has installed its own DSLAM in a given remote terminal, BellSouth will accommodate collocation requests from Supra. If BellSouth does not accommodate collocation of Supra's DSLAM at the remote terminal where BellSouth's DSLAM

is installed, BellSouth will provide unbundled packet switching to Supra pursuant to applicable FCC rules.

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.

Lacking that capability, BellSouth must provision Unbundled Access to the xDSL "DSLAM" used by BellSouth to provide xDSL service to its affiliates and other carriers from that same carrier serving area served by the digital loop carrier facility. They must also provide transport of said traffic over unbundled interoffice transport, or over ATM or Frame Relay data networks in the same manner they provide to their affiliates and other carriers.

Such unbundled "DSLAM", and transport shall be sold to Supra via conditions of the interconnection agreement. No separate contract, diminished terms or Access Tariff based schemes may allow BellSouth to escape its responsibility to sell said service as a cost-based UNE.

STAFF:

Staff has no position at this time.

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?

POSITIONS

BELLSOUTH:

This Commission should find that BellSouth uses a very detailed process for conversion of live local service and that no changes in the process are necessary at this time. These same procedures are used with a high level of success across the region for all ALECs. BellSouth's processes provide for a conversion that should ensure a smooth transition for an end

user electing to change local service providers from BellSouth to Supra with minimal end user service interruption.

SUPRA:

The coordinated cut-over process proposed by Supra Telecom should be implemented to ensure accurate, reliable, and timely cut-overs within a 5 minute time frame. 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. In many instances, BellSouth has disconnected a customers service, invented a problem with Supra order, and left the customer disconnected for many weeks while the two companies, in effect, negotiate an issue that should have been dealt with prior to the disconnect, or else ignored altogether. If the customer call BellSouth and asks to return, they are re-connected the same day.

STAFF:

Staff has no position at this time.

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?

This issue has been withdrawn.

ISSUE 38: Is BellSouth required to provide Supra Telecom with nondiscriminatory access to the same databases BellSouth uses to provision its customers?

POSITIONS

BELLSOUTH:

Direct access to BellSouth's databases is unnecessary and more importantly is not required by the Telecommunications Act of 1996. BellSouth is required by the Telecommunications Act to provide non-discriminatory access to its Operations Support Systems ("OSS") for the purposes of providing access to the functionality of pre-ordering, ordering, provisioning,

maintenance and repair, and billing. BellSouth provides Supra and other ALECs with the nondiscriminatory access required by the 1996 Act and the FCC.

SUPRA: (portions omitted as confidential)

Yes. In addition, such is mandated under the parity provisions of the Telecommunications Act, Supra Telecom should be allowed direct access to the same OSS, databases and legacy systems that BellSouth uses to provision its customers. See FCC Third Report and Order Paragraphs 433-435. Supra should only have to perform the same number of functions that BellSouth performs in order to accomplish the same results.

STAFF:

Staff has no position at this time.

ISSUE 40*:

Should Standard Message Desk Interface-Enhanced ("SMDI-E"), 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? If not, what are the appropriate charges, if any?

POSITIONS

BELLSOUTH:

SMDI-E and IVMS both have capabilities that go beyond the functionality contained in an unbundled switch port. Both features provide for data transmission to and from the customer's voicemail platform. BellSouth will provide these data transmission capabilities to Supra at the same tariffed rates that it provides SMDI-E and IVMS to other unaffiliated voice messaging providers. These are also the same tariffed rates BellSouth charges to its own affiliated voice messaging provider. As an alternative, Supra may provide its own data transmission links or purchase such links from BellSouth at UNE prices.

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, there should be no additional charges beyond the port cost for such signaling. Supra believes the language in the previous interconnection agreement should remain. The Third Report and Order is again very clear on this point:

In the Local Competition First Report and Order, the Commission defined local circuit switching as including the basic function of connecting lines and trunks. In addition to line-side and trunk-side facilities, the definition of the local switching element encompasses all the features, functions and capabilities of the switch." With the exception of MCI WorldCom, no commentator proposes that we modify the current definition of local switching. We disagree with MCI WorldCom, and find no reason to alter our current definition of local circuit switching.

Both ISVM and SMDI are functions of the switch, delivered to BellSouth as part of the switch generic, and MUST be sold to SUPRA with the local switching port. The fact that BellSouth seeks to remove this from the agreed upon text of the Interconnection only highlights the need to have this issue clearly spelled out to avoid future problems.

STAFF:

Staff has no position at this time.

ISSUE 41*:

Should BellSouth be required to provide Supra Telecom the right to audit BellSouth's books and records in order to confirm the accuracy of BellSouth's bills?

POSITIONS

BELLSOUTH:

BellSouth has agreed to include language in the Agreement that gives Supra the right to conduct a reasonable audit, once per contract year, of the bills BellSouth provides to Supra.

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.

STAFF:

Staff has no position at this time.

ISSUE 42: What is the proper time frame for either party to render bills?

POSITIONS

BELLSOUTH:

In the vast majority of cases, twelve months is more than sufficient time to bill Supra for the services it has ordered from BellSouth. However, there are instances where BellSouth relies on billing information from either third parties or from Supra itself to bill accurately. In these cases, BellSouth should be permitted to bill charges to the full extent allowed by law rather than artificial time limits proposed by Supra.

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.

STAFF:

Staff has no position at this time.

ISSUE 44: What are the appropriate criteria under which rates, terms or conditions may be adopted from other filed and approved interconnection agreements? What should be the effective date of such an adoption?

This issue has been withdrawn.

ISSUE 45: Should BellSouth be required to post on its web-site all BellSouth interconnection agreements with third parties? If so, when?

This issue has been withdrawn.

ISSUE 46: Is BellSouth required to provide Supra Telecom the capability to submit orders electronically for all wholesale services and elements?

POSITIONS

BELLSOUTH:

BellSouth's position is that non-discriminatory access does not require that all LSRs be submitted electronically and involve no manual processes. BellSouth's own retail operations often involve manual processes. Therefore, there is no requirement that every LSR be submitted electronically in order to provide non-discriminatory access.

SUPRA:(portions omitted as confidential)

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.

STAFF:

Staff has no position at this time.

ISSUE 47: When, if at all, should there be manual intervention on electronically submitted orders?

POSITIONS

BELLSOUTH:

Non-discriminatory access does not require that all LSRs be submitted electronically and involves no manual processes, BellSouth's own retail processes often involve manual processes. Therefore, there is no requirement that every LSR has to be submitted electronically in order to provide non-discriminatory access. As part of this issue, BellSouth believes that Supra wants BellSouth to relieve it of its responsibility to submit a complete and accurate LSR. If this is truly what Supra intends, this is totally unreasonable and unacceptable. Supra should not expect BellSouth to assume what is clearly Supra's obligation.

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 basis service changes together with virtually every other service ordered. Supra Telecom experiences problems with BellSouth's ordering interfaces in that the front 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 established example is that BellSouth's systems throw 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 (Le. 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.

STAFF:

Staff has no position at this time.

ISSUE 48*: Is BellSouth obligated to provide Supra Telecom with billing records? If so, which records should be provided and in what format?

POSITIONS

BELLSOUTH:

BellSouth provides and is willing to continue to provide Supra with billing records consistent with EM1 guidelines, which include all EM1 standard fields as requested by Supra.

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 (including itself) according to standard industry record formats; including billing records with all EM1 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.

STAFF:

Staff has no position at this time.

ISSUE 49: Should Supra Telecom be allowed to share with a third party, 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?

POSITIONS

BELLSOUTH:

BellSouth requests the Commission to find, consistent with the FCC and its previous rulings, that BellSouth is obligated to provide line sharing to ALECs only where BellSouth is providing the voice service. The language that BellSouth has proposed for inclusion in the Agreement is consistent with the FCC's rules.

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.

Furthermore, when Supra is utilizing the voice spectrum of the loop, and another carrier utilizes the high frequency portion of the spectrum (or vice versa) Supra must be compensated one half of the local loop cost as defined by the FCC Advanced services order. At present, Supra has numerous customers that have xDSL service from other carriers, and BellSouth refuses to charge Supra less for those customers than for customers with no xDSL service. Yet BellSouth is being paid twice for the same element. This must be corrected.

STAFF:

Staff has no position at this time.

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

POSITIONS

BELLSOUTH:

Manual ordering charges should apply when Supra places an order manually, either for its own business reasons or because BellSouth does not have an electronic interface that will allow Supra to place orders electronically. Certain resale and unbundled network element ("UNE") services must be submitted manually and BellSouth is entitled to recover its OSS costs by imposing a manual ordering charge.

SUPRA:

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

STAFF:

Staff has no position at this time.

ISSUE 52*:

For purposes of the Interconnection Agreement between Supra Telecom and BellSouth, should the resale discount apply to all telecommunication services BellSouth provides to end users, regardless of the tariff in which the service is contained?

POSITIONS

BELLSOUTH:

Consistent with the Commission's decision in its BellSouth/WorldCom Arbitration Order, BellSouth will offer Supra a resale discount on all retail telecommunications services BellSouth provides to end-user customers, 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's failure to properly include products in its Tariffs is an anti-competitive measure that is quite prevalent. BellSouth can, and does, commit acts of omission in certain tariffs to force an ALEC to order from other higher priced tariffs in order to obtain a service. The statement "its only available from the xyz tariff" is prima facie evidence of BellSouth's anti-competitive tactics in this arena.

STAFF:

Staff has no position at this time.

ISSUE 53: How should the demarcation points for UNEs be determined?

POSITIONS

BELLSOUTH:

BellSouth has the authority to determine the demarcation point at any point within its network including in its central offices for ALECs that choose collocation as their method of interconnecting with BellSouth's network. Each party should be responsible for maintenance and operation of all equipment facilities on its side of the demarcation point.

SUPRA:

Supra Telecom should have the right to designate any technically feasible point for access to UNES. See First Report and Order

STAFF:

Staff has no position at this time.

ISSUE 55: Should BellSouth be required to provide an application-to-application access service order inquiry process for purposes of the interconnection agreement between Supra Telecom and BellSouth?

POSITIONS

BELLSOUTH:

BellSouth request this Commission confirm that BellSouth need not develop an application-to-application access service order inquiry interface for Supra. The national standard for ordering UNES is the Local Service Request ("LSR"), not the ASR. BellSouth provides electronic pre-ordering functionality for UNES and resale services via the Local Exchange Navigation System ("LENS"), RoboTAG™, and Telecommunications Access Gateway ("TAG') interfaces. Thus, the electronic pre-ordering functionality that Supra seeks is available through the LSR process.

SUPRA:

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

STAFF:

Staff has no position at this time.

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

This issue has been withdrawn.

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?

POSITIONS

BELLSOUTH:

BellSouth is under no obligation to expedite service for Supra or any other ALEC. If BellSouth does so, however, Supra should be required to pay expedite charges when BellSouth expedites a service request and completes the order before the standard interval expires.

SUPRA:

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

STAFF:

Staff has no position at this time.

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

POSITIONS

BELLSOUTH:

BellSouth's position is it is the responsibility of Supra to submit complete and accurate LSRs such that rejections and/or clarifications are not necessary. Additionally, the type and

severity of certain errors may prevent some LSRs from being processed further once the error is discovered by BellSouth's system. Without first correcting the error in question and then resubmitting for further processing, other errors on the LSR cannot be identified.

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 than 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.

For its own part, BellSouth seeks to be obsequious in dealing with Supra. For example, there is a field on some orders that consists of four alphanumeric characters, Each character means something different to the circuit configuration, and could have been setup as four separate fields. They were not. If there is an error in this four character field, BellSouth even refuses to identify which of the four character position contains the error! This attempt to avoid Supra's business is not conducive to competition envisioned by the Act.

STAFF:

Staff has no position at this time.

ISSUE 61: Should BellSouth be allowed to drop or "purge" orders? If so, under what circumstances may BellSouth be allowed to drop or "purge" orders, and what notice should be given, if any?

POSITIONS

BELLSOUTH:

Supra expects BellSouth to (1) maintain orders in clarification status for more than 10 days and (2) notify Supra when 10 days has passed and that the order has been dropped. This expectation is totally unreasonable. BellSouth does not manage other ALEC'S inefficiency and should not be expected to manage Supra's. Supra must take responsibility for managing its operation. BellSouth believes that Supra can accomplish this by using the tools BellSouth makes available to Supra and other ALECS. These tools include utilizing the BellSouth Business Rules ("BBR") for local ordering. BellSouth should not be required to notify the ALEC, a second time - on the 10th business day that a clarification is required and that cancellation will be on the 11th business day. The ALEC, who has the primary responsibility to its end-user, is responsible for the overall ordering and tracking of the ALECS service requests.

SUPRA:

BellSouth should not be allowed to purge 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 urging 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.

For example these system errors can be as innocuous as the customer having BellSouth paging Service, or BellSouth.Net Internet service and the customer elects to leave those services with BellSouth. Many Supra customers have been lost back to BellSouth over this "tactic".

STAFF:

Staff has no position at this time.

ISSUE 62: Should BellSouth be required to provide completion notices for manual orders for the purposes of the interconnection agreement?

POSITIONS

BELLSOUTH:

While BellSouth cannot provide the same kind of completion notification to Supra as when the order is submitted electronically, BellSouth does provide information regarding the status of an order, including completion of the order, through its CLEC Service Order Tracking System ("CSOTS").

SUPRA:

Yes. Supra Telecom should receive completion notices for all orders, including manual orders, Customers expect to be billed for the actual use of the network. Giving Supra an FOC (firm Order Commitment), missing that date by days or weeks, and never giving notice of when the service is actually turned on leads to billing issues. The customer is either billed by both Supra and BellSouth or neither. BellSouth is in a position to either damage Supra reputation by the apparent double billing being explained as Supra's mistake, or to cause Supra to lose revenue through no billing. Since the service technicians report ALL completions to BellSouth for correct billing, BellSouth is clearly not providing Supra with OSS parity on this issue.

STAFF:

Staff has no position at this time.

ISSUE 63: Under what circumstances, if any, would BellSouth be permitted to disconnect service to Supra for nonpayment?

POSITIONS

BELLSOUTH:

BellSouth should be permitted to disconnect service to Supra or any other ALEC that fails to pay undisputed charges within the applicable time period.

SUPRA:

BellSouth should not be able to use the threat of disconnection while a payment dispute is pending. The appropriate remedy should be determined in dispute resolution.

STAFF:

Staff has no position at this time.

ISSUE 65: Should the parties be 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 Agreement for purposes of this interconnection agreement?

POSITIONS

BELLSOUTH:

BellSouth's position is that each party's liability arising from any breach of contract should be limited to a credit for the actual cost of the services or functions not performed or performed improperly.

SUPRA:

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

STAFF:

Staff has no position at this time.

ISSUE 66: Should Supra Telecom be able to obtain specific performance as a remedy for BellSouth's breach of contract for purposes of this interconnection agreement?

POSITIONS

BELLSOUTH:

Specific performance is a remedy, not a requirement of Section 251 of the 1996 Act nor is it an appropriate subject for arbitration under Section 252. Further, specific performance is either available (or not) as a matter of law. To the extent Supra can show that it is entitled to obtain specific performance under Florida law, Supra can make this showing without agreement from BellSouth. To the extent Supra, is attempting to obtain specific performance under circumstances when it is not available under Florida law, this is not justification for this demand.

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 service as required in the Agreement.

STAFF:

Staff has no position at this time.

IX. EXHIBIT LIST

<u>Witness</u>	<u>Proffered</u> <u>By</u>	<u>I.D. No.</u>	<u>Description</u>
Jerry D. Hendrix	BellSouth	_____ (JDH-1)	March 29, 2000, letter from Pat Finlen to Mr. Ramos regarding notification the BellSouth chooses to negotiate a new Interconnection Agreement.

<u>Witness</u>	<u>Proffered</u> <u>By</u>	<u>I.D. No.</u>	<u>Description</u>
Jerry D. Hendrix	BellSouth	_____ (JDH-2)	April 26, 2000, Letter to Mr. Finlen from Mr. Ramos regarding adoption of interconnection agreement
		_____ (JDH-3)	May 3, 2000, letter to Mr. Ramos from Mr. Finlen regarding Supra adoption of the BellSouth/AT&T Interconnection Agreement.
		_____ (JDH-4)	June 5, 2000, letter Mr. Ramos to Mr. Finlen regarding expiration of interconnection agreement on June 9, 2000.
		_____ (JDH-5)	June 7, 2000, letter to Parkey Jordan from Mark Buechele in response to Mr. Finlen' June 5, 2000 letter.
		_____ (JDH-6)	June 8, 2000, letter to Mr. Buechele from Ms. Jordan in response to the June 7, 2000, letter.

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jerry D. Hendrix	BellSouth	_____ (JDH-7)	Letters of June 9, 12, & 19, 2000, to Parkey Jordan from Mr. Buechele regarding the negotiation of a new interconnection Agreement
		_____ (JDH-8)	July 3, 2000, letter to Mark Buechele from Parkey Jordan advising that Supra's adoption of interconnection agreement in Florida is not applicable in Georgia.
		_____ (JDH-9)	July 20, 2000, Letter to Mr. Ramos from Mr. Finlen regarding the r e d l i n e d BellSouth/AT&T Florida Agreement.
		_____ (JDH-10)	April 5, 2001, letter to Adenet Medacier regarding the Intercompany Review Board.

<u>Witness</u>	<u>Proffered</u> <u>By</u>	<u>I.D. No.</u>	<u>Description</u>
Jerry D. Hendrix	BellSouth	_____ (JDH-11)	April 4, 2001, letter to Parkey Jordan from Adenet Medacier regarding Intercompany Review Board meeting to negotiate a follow-on Agreement.
		_____ (JDH-12)	April 9, 2001 letter to Mr. Medacier from Ms. Jordan
		_____ (JDH-13)	April 13, 2001, letter to Mr. Medacier from Ms. Jordan regarding Intercompany Review Board meeting on the New Interconnection Agreement
		_____ (JDH-14)	May 1, 2001, Letter from Mr. Medacier to Ms. Jordan regarding Intercompany Review Board meeting on the follow-on agreement.
		_____ (JDH-15)	May 9, 2001, letter from Ms. Jordan to Mr. Medacier regarding follow-on Interconnection Agreement.

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jerry D. Hendrix	BellSouth	_____ (JDH-16)	I n c r e a s e d I n t e r c o n n e c t i o n T a s k G r o u p I I R e p o r t .
		_____ (JDH-17)	May 29, 2000, L e t t e r f r o m S u p r a t o B e l l S o u t h i n c l u d i n g d a t a t o a s s i s t P r o d u c t i o n o f D o c u m e n t r e q u i r e d t o s a t i s f y I n c r e a s e d I n t e r c o n n e c t i o n T a s k G r o u p I I o n n e g o t i a t i o n o f a b i l a t e r a l I n t e r c o n n e c t i o n a g r e e m e n t . J D H - 1 8 - J u l y 9, 2 0 0 1 , l e t t e r t o M r . D a v i d N i l s o n f r o m G r e g F o l l e n s b e e w i t h a t t a c h m e n t o f d a t a o n v a r i o u s n e t w o r k t o p i c s .
		_____ (JDH-18)	Not Identified
		_____ (JDH-19)	June 5, 2001 e-mail from Parkey Jordan to Adenet Medacier regarding issues to be discussed at intercompany Review Board (June 6, 2001)
		_____ (JDH-20)	Attachment to June 5, 2001 Letter.

<u>Witness</u>	<u>Proffered</u> <u>By</u>	<u>I.D. No.</u>	<u>Description</u>
Jerry D. Hendrix	BellSouth	_____ (JDH-21)	Supra Web Site Information
		_____ (JDH-22)	TR 73600, Issue 5 Unbundled Local Loop, Technical Specification
		_____ (JDH-23)	March 29, 1999, Letter from Mr. Finlen to Mr. Ramos r e g a r d i n g expiration on May 3, 1999.
		_____ (JDH-24)	May 21, 1999, Letter from David Dimlich to Mr. F i n l e n a c k n o w l e d g i n g receipt of Notice of Intent not to R e n e w Interconnection Agreement.
		_____ (JDH-25)	May 28, 1999, Letter from Finlen to Mr. Dimlich in response to May 21, 1999, letter.
		_____ (JDH-26)	August 20, 1999, letter to Finlen from Wayne Stavanja follow-up on discussion of new agreement

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Jerry D. Hendrix	BellSouth	_____ (JDH-27)	Letter from Nancy White to Blanca Bayo regarding the list of proposed language per issue in Docket 001305-TP.
Cynthia K. Cox	BellSouth	_____ (JAR-1)	Listing of Issues and BellSouth's Proposed Contract Language to resolve issues
		_____ (JAR-2)	April 25, 2001 Letter from Walter D'Haeseleer to BellSouth Nancy Sims regarding the filing of negotiated agreements for non-certified entities.
Jerry Kephart	BellSouth	_____ (JK-1)	Typical Existing Serving Arrangement
		_____ (JK-2)	Loop Cutover Process
		_____ (JK-3)	Coordinated Hot Cut Process
Ronald M. Pate	BellSouth	_____ (RMP-1)	LENS 9.3 Customer Service Record

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Ronald M. Pate	BellSouth	_____	Diagram depicting how BellSouth's ALEC's system interact with the pre-ordering and Ordering OSS
		(RMP-2)	
		_____	ALEC usage of Pre-Ordering and Ordering Interfaces
		(RMP-3)	
		_____	Process Flow for Ordering MultiServ Service by ALECs
		(RMP-4)	
Olukayode Ramos	Supra	_____	Process Flow for Ordering MultiServ Service by BellSouth
		(RMP-5)	
		_____	Analysis of Supra Telecom Electronic LSR submission to the CLEC aggregate.
		(RMP-6)	
		_____	Trends in Telephone Service released by the FCC on December 21, 2000.
(OAR-1)			
_____	BellSouth 2000 EPS Highlights Growth Areas.		
(OAR-2)			
_____	Document No. 09249-01, Order dated June 5, 2001		
(OAR-3)			
_____	Document 09249-01 from Supra		
(OAR-4)			
_____	Document 09249-01		
(OAR-5)			

<u>Witness</u>	<u>Proffered</u> <u>By</u>	<u>I.D. No.</u>	<u>Description</u>
Olukayode Ramos	Supra	_____	Document 09249-01
		(OAR-6)	from Supra
		_____	OAR 7 - Document
		(OAR-7)	No. 09249-01 -
			Order dated July
			20, 2001
		_____	Supra's June 22,
		(OAR-8)	1998 request for
			BST's network
			information.
		_____	Cathey's July 2,
		(OAR-9)	1998, response to
			OAR 8 - ignored
			Supra's information
			request.
_____	Supra's April 26,		
(OAR-10)	2000 request for		
	BST's network		
	information.		
_____	Supra's Motion to		
(OAR-11)	Dismiss dated		
	January 26, 2001		
_____	BST's response to		
(OAR-12)	OAR 11.		
_____	Ltr dated March 2,		
(OAR-13)	2001 from Supra to		
	the FCC re BST.		
_____	Supra's April 4,		
(OAR-14)	2001 request for		
	BST's network		
	information and		
	cost studies.		
_____	BST's April 9, 2001		
(OAR-15)	response to OAR 14.		

<u>Witness</u>	<u>Proffered</u> <u>By</u>	<u>I.D. No.</u>	<u>Description</u>
Olukayode Ramos	Supra	_____	Supra's April 11, 2001 demand for BST's network information.
		(OAR-16)	
		_____	BST's response directing Supra to BST's Web site.
		(OAR-17)	
		_____	Ltr dated April 25, 2001 from Supra to the FCC.
		(OAR-18)	
		_____	Supra's May 1, 2001 request for BST's network information
		(OAR-19)	
		_____	Supra's May 8, 2001 request for BST's network information.
(OAR-20)			
_____	BST's May 18, 2001 response to FCC.		
(OAR-21)			
_____	Documents re BST's OSS.		
(OAR-22)			
_____	Supra's Florida Tariff.		
(OAR-23)			
_____	Supra's additional information re Task Force template.		
(OAR-24)			
_____	Rebuttal Testimony of Robert C. Scheye in CC Docket No. 960833-TP filed on August 30, 1996.		
(OAR-25)			

<u>Witness</u>	<u>Proffered</u> <u>By</u>	<u>I.D. No.</u>	<u>Description</u>
Olukayode Ramos	Supra	_____	In the matter of
		(OAR-26)	B e l l S o u t h Corporation, File No. EB-900-IH-0134 Acct. No. X32080035 (Adopted October 27, 2000).
		_____	Supra's request to negotiate Follow-On Agreement from expired agreement.
		(OAR-27)	
		_____	Supra's request to negotiate Follow-On Agreement from expired agreement.
		(OAR-28)	
		_____	Supra's request to negotiate Follow-On Agreement from expired agreement.
		(OAR-29)	
_____	Documents re BST's OSS.		
(OAR-30)			
_____	BST's video (THIS OL' SERVICE ORDER)		
(OAR-31)			
_____	Ordering experience Matrix - Supra vs. BST.		
(OAR-32)			
_____	BST's Report: Percent Flow Through Service Requests (Detail) for the period 11/01/00-11/30/00.		
(OAR-33)			

<u>Witness</u>	<u>Proffered</u> <u>By</u>	<u>I.D. No.</u>	<u>Description</u>
Olukayode Ramos	Supra	_____	CV517: THE NEW
		(OAR-34)	ORDER, Lesson 13-5,
		_____	dated November
		(OAR-35)	1997.
		_____	PSC training lesson
		(OAR-36)	re: desired due
		_____	dates (omitted as
		(OAR-37)	confidential)
		_____	AT&T's complaint
		(OAR-38)	vs. BST.
_____	IDS' complaint vs.		
(OAR-39)	BST.		
_____	CPR Rules for Non-		
(OAR-40)	Administered		
_____	Arbitration.		
(OAR-41)	CPR Specialized		
_____	Panels.		
(OAR-42)	Why 250 Global		
_____	Corporations are		
(OAR-43)	Members of CPR.		
_____	Supra's October 6,		
(OAR-44)	2000 Mpower		
_____	adoption request.		
(OAR-45)	Rates.		
_____	Annus horribilis?		
(OAR-46)	However you say it,		
_____	CLECs have had a		
(OAR-47)	bad year.		
_____	BST - a CPR		
(OAR-48)	Sustaining Member		
_____	Corporation.		

<u>Witness</u>	<u>Proffered</u> <u>By</u>	<u>I.D. No.</u>	<u>Description</u>
Olukayode Ramos	Supra	_____	CPR Corporate
		(OAR-45)	Policy Statement on
		_____	Alternatives to
		(OAR-46)	Litigation.
		_____	Mpower IA, section
		(OAR-47)	9.1 of the GT&C.
		_____	Order of the
		(OAR-48)	Arbitral Tribunal
		_____	dated February 21,
		(OAR-49)	2001.
		_____	Omitted.
		(OAR-50)	_____
		_____	BST's refusal to
(OAR-51)	provide SMDI.		
_____	May 17, 2991 e-mail		
(OAR-52)	from P. Jordan to		
_____	A. Medacier.		
(OAR-53)	_____		
_____	Document No. 09997-		
(OAR-54)	01 Undated		
_____	BellSouth e-mail		
(OAR-55)	_____		
_____	Omitted.		
(OAR-56)	_____		
_____	Omitted.		
(OAR-57)	_____		
_____	Arbitrations I&II -		
(OAR-58)	BST's Motion for		
_____	Reconsideration.		
(OAR-59)	_____		
_____	BST's refusal to		
(OAR-60)	provide DLR.		
_____	BST's refusal to		
(OAR-61)	provide SMDI.		
_____	BST's refusal to		
(OAR-62)	provide BAN.		

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Olukayode Ramos	Supra	_____	BST's clarification codes re LSRs.
		(OAR-58)	
		_____	BST's threats to disconnect STIS's customer with a DSL.
		(OAR-59)	
		_____	BST's Motion to FPSC re Award.
		(OAR-60)	
		_____	BST's redline of Supra's current Interconnection Agreement as basis for Follow-On Agreement.
		(OAR-61)	
_____	Document No. 09997-01 Hearing Transcripts		
(OAR-62)			
_____	Minutes of CORE meeting.		
(OAR-63)			
_____	Omitted.		
(OAR-64)			
_____	Georgia Interconnection Agreement.		
(OAR-65)			
_____	Ltr from STIS to B S T re Interconnection Agreements in Georgia and Louisiana.		
(OAR-66)			

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Olukayode Ramos	Supra	_____	Response from BST
		(OAR-67)	re Interconnection
		_____	Agreements in
		(OAR-68)	Georgia and
		_____	Louisiana.
		(OAR-69)	Amendment to
		_____	Interconnection
		(OAR-70)	Agreement between
		_____	IDS and BST.
		(OAR-71)	Amendment to Resale
_____	Agreement between		
(OAR-72)	Worldwide and BST.		
_____	August 1, 2001 ltr		
(OAR-73)	from Nilson to		
_____	Follensbee re		
(OAR-74)	network		
_____	information.		
(OAR-75)	BST Europe		
_____	document.		
(OAR-76)	Arbitration II-		
_____	Scheduling Order.		
(OAR-77)	Omitted.		
_____	Supra Employee		
(OAR-78)	Training Manual.		
_____	July 11, 2001 ltr		
(OAR-79)	to Follensbee re		
_____	amendments.		
(OAR-80)	July 23, 2001 ltr		
_____	to Follensbee re		
(OAR-81)	amendments.		
_____	Follensbee's		
(OAR-82)	response re		
_____	amendments.		

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Olukayode Ramos	Supra	_____	Order re BIPCO.
		(OAR-78)	
		_____	Arbitration I- Pate's response to S u p r a ' s Interrogatory 6.
		(OAR-79)	
		_____	Arbitration I H e a r i n g Transcripts.
		(OAR-80)	
		_____	BST Manual - Module3
		(OAR-81)	
		_____	BST Manual - October 2000
		(OAR-82)	
		_____	BST Manual - November 1997
		(OAR-83)	
		_____	BST Manual - January 2, 1998
(OAR-84)			
_____	BST Manual - November 14, 1997ed as confidential)		
(OAR-85)			
_____	BST Manual - June 2000		
(OAR-86)			
_____	BST Manual - January 2000		
(OAR-87)			
_____	BST Manual - December 2000		
(OAR-88)			
_____	BST Manual - R N S / V N S Requirements D o c u m e n t , 2/28/2001.		
(OAR-89A)			
_____	Document NO. 09997- 01 BST Manual		
(OAR-89B)			

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Olukayode Ramos	Supra	_____	BST Manual -
		(OAR-90)	February 2000
		_____	Omitted.
		(OAR-91)	
		_____	Deposition of Pate
		(OAR-92)	- Petition of
			M C I metro / B S T
			Arbitration, Docket
			No. 11901-U.
		_____	CCP-Telepak.
		(OAR-93)	
		_____	CCP-Network One.
		(OAR-94)	
_____	CCP-BST.		
(OAR-95)			
_____	CCP-BST.		
(OAR-96)			
_____	C C P - D i s p u t e		
(OAR-97)	Resolution Process.		
_____	CCP-8/23/00.		
(OAR-98)			
_____	STIS ltr to BST re		
(OAR-99)	QuickService.		
_____	BST's response re		
(OAR-100)	QuickService.		
_____	LENS printouts re		
(OAR-101)	STIS's lack of		
	QuickService.		
_____	Document 09997-01		
(OAR-102)			
_____	Document 09997-01		
(OAR-103)			

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Olukayode Ramos	Supra	_____ (OAR-104)	Document 09997-01 - Hearing Transcripts
David A. Nilson	Supra	_____ (DAN-1)	Lucent Document 235-190-104 SESS 2000 switch ISDN F e a t u r e D e s c r i p t i o n s , S e c t i o n 13.4 M e s s a g e S e r v i c e S y s t e m F e a t u r e s , I s s u e 3 p a g e s 13-67 through 13-126
		_____ (DAN-2)	BellSouth and BSLD agreement to "INTERLATA END TO E N D T E S T A G R E E M E N T ." Dated June 13, 2000.
		_____ (DAN-3)	Document No. 09255- 01 - 6 / 5 / 2 0 0 1 Arbitration Award MIL2347 in Supra T e l e c o m v . BellSouth.

<u>Witness</u>	<u>Proffered</u> <u>By</u>	<u>I.D. No.</u>	<u>Description</u>
David A. Nilson	Supra	<hr/> (DAN-4)	Spreadsheet documenting customers subjected to "dirty tricks" campaign of BellSouth whereby customers were given false information regarding their options for continuing DSL service after switching to Supra, including disconnection, or rate increases, and other bad faith tactics.
		<hr/> (DAN-5)	Direct Testimony of Gregory R. Follensbee, formerly of AT&T now the lead contract negotiator at BellSouth for Supra's Interconnection agreement with BellSouth. This testimony was filed in Florida Docket 00-731, AT&T's Interconnection Agreement arbitration against BellSouth.

<u>Witness</u>	<u>Proffered</u> <u>By</u>	<u>I.D. No.</u>	<u>Description</u>
David A. Nilson	Supra	<hr/> (DAN-6)	July 11, 2001 letter from G. R. Follensbee to O.A. Ramos of Supra Business Systems announcing that any customers of Supra Business Systems provisioned as UNE Combinations will have any and all existing DSL circuits disconnected in 20 days without further notice.
		<hr/> (DAN-7)	Report of Supra customers that have lost dialtone shortly after converting to Supra. Shows the dramatic increase in the incidence of this issue since the April 26, 2001 special feature on Supra Telecom aired on WSIX, Miami TV channel 6.
		<hr/> (DAN-8)	June 4, 2001 Letter from D. Nilson to P. Jordan - Minutes of the InterCompany review Board Meeting held May 29, 2001

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
David A. Nilson	Supra	_____ (DAN-9)	June 5, 2001 Letter from D. Nilson to P. Jordan - Minutes of the InterCompany review Board Meeting held June 4, 2001
Carol Bentley	Supra	_____ (CB-1)	Document No. 09255-01 - June 5, 2001
		_____ (CB-2)	BellSouth billing processes flow chart.
Adnan Zejinilovic	Supra	_____ (AZ-1)	System Outages
		_____ (AZ-2)	EDI Applications - TAG Int.
		_____ (AZ-3)	TAG Documentation
		_____ (AZ-4)	Document No. 09995-01 BellSouth Documentation
		_____ (AZ-5)	Document No. 09995-01
		_____ (AZ-6)	Document No. 09995-01
		_____ (AZ-7)	Document No. 09995-01

Parties and Staff reserve the right to identify additional exhibits for the purpose of cross-examination.

X. PROPOSED STIPULATIONS

There are no proposed stipulations at this time.

XI. POST PREHEARING MOTIONS

On September 20, 2001, subsequent to the prehearing, the parties filed a Joint Request for Clarification of Issue A of the current proceeding. The request notes that among the claims made by Supra was its claim that BellSouth acted in bad faith when it refused to agree to use the parties' existing agreement as the basis for negotiating the Follow-On Agreement. The parties continue to disagree over which template will be used as the base agreement into which our decisions on the disputed issues will be incorporated. Both parties request that this issue be determined by this Commission in this docket, as this guidance is essential to the parties' ability to submit a final agreement for approval in accordance with 47 U.S.C. § 252. The parties request that they be allowed to include a discussion on this issue in their post-hearing briefs.

Upon review, it appears that the request of the parties is in fact a joint motion to add an issue. It is clear that throughout this proceeding, the parties have contemplated this question without it being distilled into an issue. I hereby grant the joint request to add an additional issue. The issue shall be titled as Issue B, and shall be phrased as suggested in the joint request: Which agreement template shall be used as the base agreement into which the Commission's decisions on the disputed issues will be incorporated?

XI. RULINGS

- A. In view of the amount of testimony and exhibits currently covered by Claims of Confidentiality and this Commission's policy to conduct open hearings, Supra was directed at the Prehearing to file Request(s) for Confidentiality addressing the information currently covered by Claims letters no later than Monday, September 17, 2001. BellSouth was directed to provide its response in the shortest possible time to allow time for a ruling

prior to the Hearing. BellSouth indicated that much of the information for which Supra sought confidentiality was information BellSouth had filed with Supra.² Our staff informed me that the parties worked together and were able to file a Joint Request for Specified Confidential Classification on September 19, 2001. The filing of the request on September 19, 2001, if not dealt with prior to the hearing, will be addressed as a preliminary matter at the hearing.

- B. Supra's Response and Request for Confidential Classification of Exhibit B to Status of Complaint, filed July 19, 2001, and BellSouth's Request for Confidential Classification of Document No. 09193-1 (Exhibit B to Supra's Status of Complaint), filed July 27, 2001, are denied. Exhibit B became a public document when filed as such on June 18, 2001.
- C. Opening statements, if any, shall not exceed ten minutes per party.
- D. Supra's Motion for Extension of Time to Serve Response to BellSouth and Add Issues to Arbitration, filed September 26, 2000, has been rendered moot by subsequent procedural orders.
- E. Supra's Motion for Extension of Time to File Response to BellSouth's Petition for Arbitration, filed October 20, 2000, has been rendered moot by subsequent procedural orders.
- F. Supra's Motion for Extension of Time Stated in Current CASR, dated December 20, 2000, has been rendered moot by subsequent procedural orders.
- G. BellSouth's Motion to Dismiss, filed July 9, 2001, has been rendered moot. In Order No. PSC-01-1475-PCO-TP, issued July 13, 2001, Issue A was added to address both parties' bad faith claims. As for the remainder of

²I commend the parties' concerted effort to work together on addressing their confidentiality concerns, and keeping staff abreast of the continuing discussions.

Supra's complaint not addressed by Issue A, it is more appropriately handled in other dockets.

- H. Supra's Motion to Stay, filed July 11, 2001, has also been rendered moot. In Order No. PSC-01-1475-PCO-TP, issued July 13, 2001, Issue A was added to address both parties' bad faith claims. As for the remainder of Supra's complaint not addressed by Issue A, it is more appropriately handled in other dockets.
- I. Supra's Motion for Leave to File Testimony One Day Late, filed July 27, 2001, is granted.
- J. Supra's Motion to Compel and Overrule Objections, filed August 23, 2001 is denied. This motion was filed prematurely. BellSouth's time to respond to the interrogatories filed by Supra had not expired.
- K. Supra's Motion to Compel Production of Documents Requested in 2nd Request for Production of Documents, filed August 28, 2001, has been addressed in Order No. PSC-01-1820-PCO-TP, issued September 10, 2001.
- L. Supra's Motion to Compel More Responsive Answers to 1st Set of Interrogatories, filed September 6, 2001, has been addressed in Order No. PSC-01-1846-PCO-TP, issued September 13, 2001.
- M. The parties' Joint Request for Clarification of Issue A, filed subsequent to the prehearing on September 20, 2001, determined to be a joint motion to add an issue, is granted.

XII. POST PREHEARING PENDING MOTIONS

- A. The parties' Joint Request for Specified Confidential Classification, filed September 19, 2001.
- B. Supra's Motion to Stay BellSouth's Request for Arbitration of Interconnection Agreement Pending Compliance with FPSC Orders for Discovery, filed

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September 24, 2001.
It is therefore,

ORDERED by Commissioner Michael A. Palecki, as Prehearing Officer, that this Prehearing Order shall govern the conduct of these proceedings as set forth above unless modified by the Commission.

By ORDER of Commissioner Michael A. Palecki, as Prehearing Officer, this 25th Day of September, 2001.



MICHAEL A. PALECKI
Commissioner and Prehearing Officer

(S E A L)

WDK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1)

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reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code, if issued by a Prehearing Officer; (2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida Administrative Code, if issued by the Commission; or (3) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of the Commission Clerk and Administrative Services, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.