

Robert A. Culpepper
Senior Regulatory Counsel

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0841

May 15, 2006

Mrs. Blanca S. Bayó
Director, Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: **Docket No. 000121A-TP**
**In Re: Investigation into the establishment of operations support
systems permanent incumbent local exchange Telecommunications
companies**

Dear Ms. Bayó:

In accordance with Section 4.5.1 of the Florida SEEM Administrative Plan, please find enclosed a copy of the Notice that BellSouth Telecommunications, Inc. ("BellSouth") has provided to Supra Telecommunications and Information Systems, Inc. ("Supra") in connection with Supra's submission of certain UNE-P to Resale conversion orders that occurred in March 2006.

Please file the attached in the above referenced docket. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,


Robert A. Culpepper

Enclosures

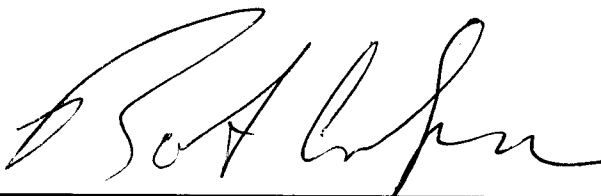
cc: Marva Johnson
Jerry D. Hendrix
James Meza, III

**CERTIFICATE OF SERVICE
Docket No. 000121A-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
Electronic Mail and U.S. Mail this 15th day of May, 2006 to the following:

Adam Teitzman
Lisa Harvey
Sally Simmons
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
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Supra Telecommunications and
Information Systems, Inc.
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Phone: (786) 455-4248
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Marva.johnson@supratelecom.com



Robert A. Culpepper

**(+) Signed Protective
Agreement**

BellSouth Business Markets

675 West Peachtree Street
Atlanta, Georgia 30375

May 15, 2006

VIA E-MAIL and U.S. MAIL

David Nilson
VP – Regulatory Affairs
2901 SW 149th Avenue
Suite 300
Miramar, FL 33027

Re: Notice of BellSouth's Exercise of Section 4.5.1 of the SEEM Administrative Plan in connection with certain UNE-P to Resale Conversion Orders submitted in March 2006.

Dear Mr. Nilson:

Section 4.5.1 of the Florida SEEM Administrative Plan provides in relevant part that BellSouth Telecommunications, Inc. ("BellSouth") is not "obligated to pay Tier-1 or Tier-2 Enforcement Mechanisms for non-compliance with a performance measure if such non-compliance results from a CLEC['s] acts or omissions that cause failed or missed performance measures. These acts or omissions include but are not limited to, accumulation and submission of orders at unreasonable quantities or times, failure to follow publicly available procedures, or failure to submit accurate orders or inquires."¹ As explained in more detail below, in March 2006, Supra Telecommunications and Information Systems, Inc. ("Supra") submitted an unreasonable quantity of UNE-P to Resale conversion orders. Supra's submission of such orders resulted in BellSouth's inability to meet the SQM measurements known as O-8 [R] Reject Interval and O-9 [FOCT] Firm Order Confirmation Timeliness. Accordingly, please be advised that pursuant to Section 4.5.1 of the SEEM Plan, BellSouth is not obligated to pay O-8 and O-9 related SEEM penalties associated with Supra's submission of unreasonable quantities of UNE-P to Resale conversion orders in March 2006.²

¹ Florida SEEM Plan, Version 4.0, effective October 1, 2005.

² See Attachment 9 of the Supra/BellSouth interconnection agreement. (copy enclosed)

David Nilson
May 15, 2006
Page Two

Specifically, on several dates in March 2006, Supra submitted thousands³ of orders to convert existing UNE-P accounts to Resale service. Supra submitted these orders (known as local service requests (“LSRs”)) without providing a forecast in advance and without working with BellSouth to establish project coordination. Further, the orders submitted via electronic data interchange (“EDI”) were not submitted in accordance with BellSouth’s ordering guidelines.⁴ Supra has an obligation to submit orders as outlined in BellSouth’s ordering guidelines.⁵ Supra’s failure to do so placed an extraordinary demand on BellSouth’s ability to process such orders within the applicable performance interval(s) and resulted in BellSouth missing the O-8 and O-9 SQM measures through no fault on BellSouth’s part.

In sum, Supra’s submission in March 2006 of UNE-P to Resale conversion orders in unreasonable quantities and/or in quantities that exceed applicable ordering guidelines caused BellSouth to miss the O-8 and O-9 SQM performance measure. As a result thereof, and in accordance with Section 4.5.1 of the SEEM Plan, BellSouth will not pay to Supra any SEEM penalties associated with the aforementioned SQM performance measures for such orders.

Sincerely,

ORIGINAL SIGNED BY KRISTEN E. SHORE

Kristen E. Shore

Enclosures

cc: Florida Public Service Commission
Docket No. 000121A-TP (w/enclosures)
Lisa Harvey (w/enclosures)
Sallie Simmons (w/enclosures)
Marva Johnson (w/enclosures)
James Meza, III (w/enclosures)

³ These dates include but are not limited to: March 2, 3, 9, and 10.

⁴ See Carrier Notification SN91084064. (copy enclosed)

⁵ See Attachment 7 of the Supra/BellSouth Interconnection Agreement. (copy enclosed)

BELLSOUTH / CLEC Agreement

Customer Name: Supra Telecommunications and Information Systems, Inc.

Supra Telecommunications & Information Systems, Inc.	3
General Terms and Conditions	4
ATT 1 - Resale	38
ATT 2 - Network Elements and Other Services	56
ATT 2 - Exhibit A - Rates	141
ATT 2 - Exhibit B - UNE Call Flows	178
ATT 2 - Exhibit B - UNE Call Flows	179
ATT C - Exhibit C - CNAM	276
ATT 3 - Network Interconnection	279
ATT 3 - Exhibit A - Rates	303
ATT 3 - Exhibit B	305
ATT 3 - Exhibit C	307
ATT 3 - Exhibit D	308
ATT 3 - Exhibit E	310
ATT 4 - Collocation	312
ATT 4 - Exhibit A - Rates	348
ATT 4 - Exhibit B - Environmental and Safety	350
ATT 4 - Exhibit C - Remote Site Physical Collocation	355
ATT 5 - Access To Numbers and Number Portability	388
ATT 5- Guide Cover Page	401
ATT 5 - Exhibit A - Local Number Portability Guide	402
ATT 5 - Exhibit B - Rates	466
ATT 6 - Connectivity Billing and Recording	467
ATT 6 - Rates	512
ATT 7 - Interface Requirements Pre-Ordering, Provisioning, Maintenance and Repair	513
ATT 8 - Rights-of-Way, Conduits and Pole Attachments	525
ATT 9 - Performance Measurements	564

Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

BELLSOUTH / CLEC Agreement

ATT 10 - NBR and BFR Process	566
ATT 11 - Acronyms	571
ATT 12 - Network Security	579
ATT 13 - Disaster Recovery Plan	581
Supra - PE1PRamend	592
LNP Amendment	595
Supra FL - Pick & Choose	597
Supra FL - Notices Name Change	599
Supra FL - MOU Amendment 111605	601
Supra Telecommunications and Information Systems, Inc. FL COL2 Amendment	651

Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

AGREEMENT

between

BellSouth Telecommunications, Inc.

and

Supra Telecommunications and Information Systems, Inc.

Effective Date: July 15, 2002

ATTACHMENT 7
INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,
MAINTENANCE AND REPAIR AND PRE-ORDERING

July 15, 2002

TABLE OF CONTENTS

1	General Conditions	3
2	Pre-ordering.....	5
3	Ordering and Provisioning	6
4	Maintenance	10
5	Operational Readiness Test (“ORT”)	12

July 15, 2002

**INTERFACE REQUIREMENTS FOR ORDERING AND PROVISIONING,
MAINTENANCE AND REPAIR AND PRE-ORDERING**

1. GENERAL CONDITIONS

1.1 BellSouth shall accept orders for Service and Elements in accordance with the Federal Communications Commission Rules or State Commission Rules. This Attachment 7 sets forth the terms and conditions under which BellSouth will provide Supra Telecom access to the following BellSouth Operations Support Systems ("OSS") functions. Access to these functions shall be via various interfaces and personnel and may be used by Supra Telecom for pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, which are supported by BellSouth databases, information, and personnel. Ordering of Services and Elements shall be electronic in all instances except where electronic ordering capability has not been developed for the particular Services and Elements being ordered, as long as, BellSouth provisions orders for complex services for itself and ALECs in a like fashion and in substantially the same time and manner, or in the instance where the electronic interface is temporarily unavailable. If the electronic interface is not available, orders may be sent to BellSouth via facsimile, United States Mail, or in a manner otherwise agreed to by the Parties. BellSouth may manually intervene in Supra's orders in the same manner as it does its own retail orders. In no case will direct access to BellSouth's OSS be required. BellSouth's current interfaces to OSS functions are:

Interfaces	Function
EDI, TAG, LENS, LENS99	Ordering
TAG, LENS, LENS99	Pre-order
EDI, TAG, LENS, LENS99, CSOTS	Provisioning
EBI (ECTA), TAFI	Maintenance and Repair
CABS, CRIS, BIBS	Billing and Recording

1.2 BellSouth will provide Supra Telecom with access to the interfaces twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance. BellSouth shall provide Supra Telecom a

July 15, 2002

- minimum of fifteen (15) calendar days advance notice of any scheduled maintenance.
- 1.3 Downtime shall be scheduled when systems experience minimum usage.
- 1.4 Single Point of Contact ("SPOC")
- 1.4.1 BellSouth will provide a SPOC to provide technical support for the interfaces described herein. Supra Telecom will also provide a SPOC for technical issues related to said interfaces.
- 1.4.2 BellSouth will provide a SPOC for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of BellSouth's Services and Elements.
- 1.4.3 BellSouth and Supra Telecom will provide one another with toll-free contact numbers for their respective SPOCs.
- 1.5 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 1.6 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the Change Control Process (CCP). Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to Supra Telecom, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 1.7 Rates. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.
- 1.8 Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to Supra Telecom under this Agreement must be at least equal in quality to that provided by BellSouth to itself and its affiliates. The service standards, measurements and performance incentives applicable to the

July 15, 2002

interfaces are set forth in Attachment 9 of this Agreement, incorporated herein by this reference.

- 1.9 Supra Telecom and BellSouth will utilize standard industry formats and data elements developed by the Alliance for Telecommunications Industry Solutions ("ATIS"), including without limitation to the Ordering and Billing Forum ("OBF") ("ATIS and its associated committees"). Where standard industry formats and data elements are not developed by ATIS and its associated committees, Supra Telecom and BellSouth will use the Change Control Process to address the specific format or data element requirements. When an ATIS and its associated committees standard or format is subsequently adopted, the Parties will utilize the Change Control Process to determine whether to continue to utilize the non-ATIS and its associated committees standard or format and when to implement the ATIS and its associated committees standard or format.
- 1.10 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier [i.e., PIC, and LPIC changes via Customer Account Record Exchange ("CARE")], BellSouth will provide the affected inter-exchange carriers with the Operating Company Number ("OCN") of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 1.11 Product and Service Information Management Systems ("PSIMS"). BellSouth shall provide Supra Telecom on a monthly basis, a flat file extraction of PSIMS, which includes PIC availability as well as a list of the features and functions available on an end office-by-office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.
- 1.11.1 Access to other information and/or databases, including but not limited to CSRs, RSAG, and LFACs, shall be made available to Supra via the interfaces described in Section 1.1 above, and BellSouth shall not provide downloads of that information or direct access to such databases.
- 2. PRE-ORDERING**
- 2.1 BellSouth shall provide access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, dispatch and available installation appointments, PIC options for intraLATA and interLATA toll, loop qualification information and end user record information.

July 15, 2002

- 2.2 BellSouth shall provide Supra Telecom with non-discriminatory access to the loop qualification information that is available to BellSouth, so that Supra Telecom can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that Supra Telecom intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper; the existence, location and type of any electronic or other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.
- 2.3 BellSouth and Supra Telecom will provide access to customer service record information where the Parties have the appropriate written authorization from the customer. Neither Party shall be required to present prior written authorization from each customer to the other Party before being allowed access to customer record information. Each Party will issue the other a blanket letter of authorization that states that Supra Telecom and BellSouth will obtain the customer's permission before accessing customer records. Each Party shall retain the letters of authorization from its end users. If BellSouth desires to request a Customer Service Record ("CSR") for an Supra Telecom customer, BellSouth is required to complete a Customer Service Information Query ("CSIQ") form and send via facsimile to Supra Telecom. Supra Telecom will accept CSR requests from BellSouth as acting agent for the customer (BellSouth should retain Letter of Authorization ("LOA") on file). Supra Telecom will provide the CSR and return via facsimile both the CSIQ form and the CSR within 48 hours or 2 business days, if the first of the two days falls on a Friday or a holiday. The work center's facsimile telephone number is (404) 329-2169. Voice inquires on the CSIQ should be directed to (404) 982-6611.
- 3. ORDERING AND PROVISIONING**
- 3.1 BellSouth will recognize Supra Telecom as the customer of record for services ordered by Supra Telecom pursuant to this Agreement and will send all notices, invoices and pertinent information directly to Supra Telecom. Except as otherwise specifically provided in this Agreement, Supra Telecom shall be the single and sole point of contact for all Supra Telecom end users.

July 15, 2002

- 3.2 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services or products: (i) provide such numbers to callers who inquire about the other Party's services or products; and (ii) do not in any way disparage or discriminate against the other Party, or its products or services.
- 3.3 BellSouth will provide access to ordering and provisioning functions via the interfaces as set forth in Section 1.1 of this Attachment 7. To order the services, Supra Telecom will format the service request pursuant to the requirements of the interface utilized.
- 3.4 Supra Telecom may submit, and BellSouth will accept, orders for Services and Elements on a single service request per end user account.
- 3.5 Currently all telecommunications services for resale; unbundled network elements, and interconnection are requested via BellSouth's Local Service Request ("LSR"). The exception to this is an industry wide exception dealing with ordering interconnection local trunking which is ordered on an Access Service Request ("ASR"). Ordering procedures are as outlined in the ordering guide posted on the web. Changes or additions to ordering procedures resulting from new Services and Elements shall be provided to Supra Telecom through its account team and BellSouth's Internet website and shall comply with Section 1.5 of this Attachment, incorporated herein by this reference.
- 3.6 Charges for the electronic interfaces developed and implemented to access Operational Support Systems functions ("OSS") for accessing customer record information and placing local service requests shall be as set forth in Exhibit A of Attachment 2 of this Agreement, for submission of LSRs other than resale. No manual OSS charges shall apply to local service requests submitted when BellSouth's existing electronic interfaces utilized by Supra Telecom are unavailable for reasons other than scheduled maintenance, provided the downtime does not occur outside the scheduled maintenance window; or other reasonable scheduled activities for which reasonable advance notification is provided by BellSouth, and provided the activities do not occur outside the scheduled window.
- 3.7 Each LSR and all its supplements or clarifications issued, regardless of their number, will count as a single LSR for nonrecurring charge billing purposes. Nonrecurring charges will not be refunded for LSRs that are canceled by Supra Telecom. BellSouth may only charge

July 15, 2002

manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives.

- 3.7.1 BellSouth shall purge orders on the 11th business day after a clarification request, if a supplemental LSR is not submitted by Supra that is responsive to the clarification request on the original LSR. BellSouth will not provide notification of the purge provided the BellSouth Business Rules are available to Supra.
- 3.8 BellSouth shall provide all ordering and provisioning services to Supra Telecom during the same business hours of operation that BellSouth provisions service to its affiliates or end users. Ordering and provisioning support required by Supra Telecom outside of these hours will be considered outside of normal business hours and will be subject to overtime billing.
- 3.9 If Supra Telecom requests that BellSouth perform provisioning services at times or on days other than as required in the preceding sentence, BellSouth shall provide Supra Telecom a quote for such services consistent with the provisions set forth in Exhibit A of Attachment 2 of this Agreement, incorporated herein by this reference.
- 3.10 To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by Supra Telecom will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Supra Telecom wishes to reinstate an order, Supra Telecom may be required to submit a new service order.
- 3.11 Upon request from Supra Telecom, and consistent with the provisions set forth in Attachment 2 of this Agreement, incorporated herein by this reference, BellSouth will provide an intercept referral message for any order for Services and Elements which include any new Supra Telecom telephone number.
- 3.12 BellSouth will provide Supra Telecom with a Firm Order Confirmation ("FOC") in compliance with the provisions of Attachment 9 of this Agreement, incorporated herein by this reference. The FOC will provide Supra Telecom with the BellSouth order number, the negotiated service due date, telephone/circuit numbers (as applicable to the service). Additional specific data may also be provided, if appropriate.
- 3.13 Supra Telecom will specify on each order its Desired Due Date ("DDD") for completion of that particular order. BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will notify Supra Telecom if the DDD

July 15, 2002

cannot be met. BellSouth will make best effort to meet the DDD for service requests.

- 3.14 If, during the provisioning visit to the Supra Telecom end user premises, the Supra Telecom end user requests additional work, BellSouth will contact Supra Telecom for authorization to perform said work; will provide an estimate of time and materials required; will quote time and charges at the completion of the visit; and will notify Supra Telecom if a subsequent visit is required.
- 3.14.1 Requests for due dates that are earlier than the BellSouth offered date will be treated as an expedite request. In order to request an expedited due date, Supra Telecom must request the expedite through the appropriate BellSouth service center on the appropriate service request form. The BellSouth service center will coordinate the request internally with the appropriate groups within BellSouth in order to establish the date BellSouth will target as the offered date. The BellSouth service center will advise Supra Telecom of this date on the FOC. If the date on the FOC does not meet Supra Telecom's expedited request, Supra Telecom may escalate to the appropriate center. BellSouth may bill expedite charges for expedited due date and will advise Supra Telecom of any charges at the time the offered date is provided. However, Supra is not required to pay for expedited service when BellSouth provides the service after the promised expedited date, but prior to BellSouth's standard interval. BellSouth will provide an escalation list to Supra Telecom containing the names and numbers of the appropriate personnel escalations are to be referred.
- 3.15 When Supra Telecom orders Services and Elements electronically pursuant to this Agreement, BellSouth shall provide notification electronically of any instances when (1) BellSouth's Committed Due Dates are in jeopardy of not being met by BellSouth on any service, (2) an order contains Rejections/Errors in any of the data element(s) fields, or (3) completion notice. When Supra Telecom orders Services and Elements pursuant to this Agreement manually, BellSouth shall provide notification in the same manner in which it was sent of any instances when an order contains Rejections/Errors in any of the data element(s) fields. Any other notification or request for manual orders shall be available through BellSouth's Internet web site. Such notice will be made as soon as the jeopardy or reject is identified. When BellSouth rejects or clarifies a local service request (LSR), BellSouth shall identify all readily apparent errors in the LSR. However, because it may not be technically feasible for BellSouth to process the LSR

July 15, 2002

beyond the point where the rejection occurred, BellSouth shall only be required to identify the error that triggered the rejection.

- 3.16 BellSouth and Supra Telecom will perform co-operative testing (including trouble shooting to isolate problems) to test any Services and Elements purchased by Supra Telecom pursuant to this Agreement in order to identify any performance problems identified at turn-up of the Services and Elements.
- 3.17 Where BellSouth provides installation on behalf of Supra Telecom, BellSouth shall advise the Supra Telecom end user to notify Supra Telecom immediately if the Supra Telecom end user requests a service change at the time of installation.
- 3.18 Upon Supra Telecom's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Services and Elements provided pursuant to this Agreement.
- 3.19 Unless otherwise ordered by Supra Telecom, when Supra Telecom orders Services and Elements pursuant to this Agreement, all pre-assigned trunk or telephone numbers currently associated with those Services and Elements shall be retained without loss of switched based features where such features exist. Supra Telecom shall be responsible for ensuring that associated functions (e.g., entries to databases and 911/E911 capability) are properly ordered or retained on the service request.

4. MAINTENANCE

- 4.1 BellSouth shall perform maintenance functions for all Services and Elements provided pursuant to this Agreement in accordance with the terms and conditions of this Attachment 7 and as set forth in the Operational Understanding between BellSouth and Supra Telecom Maintenance Centers ("Operational Understanding"), incorporated herein by this reference.
- 4.2 BellSouth shall provide Supra Telecom with access to maintenance and repair functions through its TAFI and EBI/ECTA interfaces.
 - 4.2.1 The functionality provided through the EBI/ECTA interface shall be as set forth in the adopted applicable national standards.
 - 4.2.2 When providing repair service for an Supra Telecom end user, the TAFI interface shall allow Supra Telecom personnel to: (i) enter a trouble ticket into the BellSouth maintenance system; (ii) track the current status on all Supra Telecom end user repair tickets; (iii)

July 15, 2002

receive "estimated time to repair" on a real time basis; (iv) if the trouble is feature related, display a list of the products and services that are programmed on a resold line or loop/port combination; (v) cause TAFI to perform an electronic test at the time of ticket entry and to display the test results on the screen; (vi) display pending orders associated with a resold line or loop/port combination; (vii) view the LMOS trouble report; (viii) query the switch serving the resold line or loop/port combination and view the current central office translations associated with said line or combination; (ix) view both abbreviated and extended trouble histories for a resold line or loop/port combination record in LMOS; (x) view the end user's resold line or loop/port combination record in LMOS; (xi) if the trouble is feature related, add or delete features to a resold line or loop/port combination; and (xii) route a repair ticket to the appropriate BellSouth work group for trouble handling (e.g., field dispatch, central office dispatch, further analysis of trouble by BellSouth personnel).

- 4.3 BellSouth service technicians shall provide to Supra Telecom end users repair service that is at least equal in quality to that provided to BellSouth end users and trouble calls from Supra Telecom shall receive response time priority that is at least equal to that of BellSouth end users and shall be handled on a "first come first served" basis regardless of whether the end user is an Supra Telecom end user or a BellSouth end user.
- 4.4 For services provided through resale, BellSouth agrees to provide Supra Telecom with scheduled maintenance for residence and small business end users consistent with the Operational Understanding. BellSouth agrees to provide Supra Telecom written notification of Central Office conversions and such conversions consistent with the Operational Understanding.
- 4.5 Maintenance charges for premises visits by BellSouth technicians shall be billed by Supra Telecom to its end user, and not by BellSouth. The BellSouth technician shall, (i) contact Supra Telecom for authorization, (ii) provide an estimate of time and materials required, (iii) quote time and charges at the completion of the repair visit to the end user, (iv) notify Supra Telecom if a subsequent visit is required. BellSouth will bill maintenance charges for premises visits to Supra Telecom.
- 4.6 When maintenance charges are incurred during premises visits, the BellSouth technician shall present the end user with a form that is consistent with Section 19 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, detailing the time

July 15, 2002

spent, the materials used, and an indication that the trouble has either been resolved, or that additional work will be necessary, in which case, BellSouth technician shall make an additional appointment with the end user. The BellSouth technician shall obtain the end user's signature upon said form, and then use the signed form to input maintenance charges into BellSouth's billing database.

5. OPERATIONAL READINESS TEST ("ORT")

- 5.1 Prior to initial live access to interface functionality and subject to mutual agreement, the Parties shall conduct Operational Readiness Testing ("ORT") which will allow for the testing of the systems, interfaces, and processes for the OSS functions.
- 5.2 For each OSS training class offered by BellSouth, Supra Telecom shall receive at no cost, one seat per class per year. Job aids for updates to such OSS training information are available to Supra Telecom on the BST Website
- 5.3 Prior to live system usage, Supra Telecom will complete user education classes for BellSouth-provided interfaces that affect the BellSouth network.

July 15, 2002

Attachment 9
Performance Measurements

July 15, 2002

PERFORMANCE MEASUREMENTS

BellSouth shall provide to Supra Telecom those Performance Measurements and Performance Assessment Plan established by the Commission in Order No. PSC-01-1819-FOF-TP, and the associated Performance Assessment Plan ordered by the Commission. To the extent any subsequent Commission Order modifies these Performance Measurements, BellSouth shall provide to Supra Telecom Performance Measurements in accordance with such subsequent Order. Performance Measurements that have been ordered in a particular state can currently be accessed via the Internet at <https://pmap.bellsouth.com>.

July 15, 2002

BellSouth Interconnection Services

675 West Peachtree Street
Atlanta, Georgia 30375

**Carrier Notification
SN91084064**

Date: February 16, 2005

To: Competitive Local Exchange Carriers (CLEC)

Subject: CLECs – (OSS and Documentation/Guidelines) – **REVISED** – Update to the BellSouth Operations Support Systems (OSS) Interconnection Volume Guidelines (Latest revision posted on November 17, 2004)

This is to advise that BellSouth is publishing, via this Carrier Notification letter, the **attached updated** BellSouth Operations Support Systems (OSS) Interconnection Volume Guidelines, **Version 5**. **Version 5 includes revisions requested in a January 20, 2005 meeting, to which all CLECs were invited. Language has been incorporated into Version 5 with the input from the attending CLECs.** The purpose of the OSS Interconnection Volume Guidelines is to assist BellSouth and the CLECs with performance management of BellSouth's OSS, and to minimize the opportunity for volume-related activities of one CLEC to impact all other CLECs. The BellSouth OSS Interconnection Volume Guidelines are used with the following applications:

- Electronic Data Interchange (EDI)
- Local Exchange Navigation System (LENS)
- Telecommunications Access Gateway Extensible Markup Language (TAG XML)

The OSS Interconnection Volume Guidelines **reflect and implement OSS needs** for CLECs regarding the following areas:

- Annual OSS Transaction Volume Forecast
- Daily Volume Distribution
- Forecasting Special Projects
- Management of Backlogs of Data

Please contact your BellSouth e-commerce account manager with any questions.

Sincerely,

ORIGINAL SIGNED BY JERRY HENDRIX

Jerry Hendrix – Assistant Vice President
BellSouth Interconnection Services

Attachment



Operations Support Systems (OSS) Interconnection Volume Guidelines

Version 5.0

February, 2005

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February 2005**

Page 1 of 9

Disclaimer

This documentation is for general information purposes only and does not obligate BellSouth to provide services specifically in the manner described herein and is subject to updated changes. BellSouth will provide reasonable notification of changes to this documentation through the CLEC Carrier Notification process. Nothing herein shall be deemed to limit or modify any right or obligation of BellSouth or the user of this documentation.

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Table of Contents

1. About This Document

- 1.1 Purpose
- 1.2 Intended Audience
- 1.3 Document Summary

2. BellSouth Volume Guidelines

- 2.1 Annual OSS Transaction Volume Forecast
- 2.2 Forecast Volume Categories
- 2.3 Daily Volume Distribution
- 2.4 Forecasting Special Projects
- 2.5 Management of Backlogs of Data

1. About This Document

1.1 Purpose

The purpose of this document is to provide BellSouth's Operations Support Systems (OSS) Volume Guidelines. This document does not replace any existing BellSouth documents relative to Interconnection to BellSouth's OSS.

The Operations Support Systems (OSS) referenced in this document are:

Electronic Data Interchange (EDI)
Telecommunications Access Gateway Extensible Markup Language (TAG XML)
Local Exchange Navigation System (LENS)

1.2 Intended Audience

The intended audience for this guide is Competitive Local Exchange Carriers (CLECs) who utilize BellSouth's OSSs.

1.3 Document Summary

This section summarizes the changes to this document as it is updated. Corrections of typographical errors, minor re-wording of sentences for clarity, and formatting changes are not included in this summary.

DOCUMENT HISTORY

Version Number	Revision Date	Description of Revision
1.0	April 2004	Initial Document
2.0	July 2004	Revised Document
3.0	September 2004	Revised Document from 8/19/04 Conference Call with CLECs
4.0	November 2004	Revised Document from 10/27/04 Conference Call with CLECs
5.0	February 2005	Revised Document from 1/20/05 Conference Call with CLECs <ul style="list-style-type: none">• Page 2 – Revised Disclaimer• Section 2.3 – Removed reference to hourly/daily volume• Section 2.3 – Clarified reasonable distribution of daily and hourly OSS transactions• Section 2.5 – Added reference to current escalation process for handling backlogs of data• Section 2.6 Impacts to Performance Measurements - Deleted

2. BellSouth Volume Guidelines

2.1 Annual OSS Transaction Volume Forecast

BellSouth requires volume forecast to be provided on an annual basis by each CLEC. Volume forecast should be submitted to its BellSouth E-Commerce Account Team Representative. The Volume Forecast should be provided for the upcoming year by November 1 (Example: 2005 Annual Forecast should be provided by November 1, 2004). The BellSouth OSS Transaction Projection/Forecast Form in Appendix A should be utilized to provide the forecast.

BellSouth has responsibility for ensuring its systems meet current and future volume needs. The forecast will provide information that will assist BellSouth with scaling applications appropriately. It will also provide information that can be utilized by BellSouth to minimize negative impacts from activities of one user to another.

The purpose of the OSS Interconnection Volume Guidelines is to assist in sizing BellSouth's OSS by understanding the volume of transactions that CLECs may send on a daily and hourly basis. The Guidelines are not intended to stop or delay CLEC orders. In the event that BellSouth detects a spike in CLEC ordering that will cause the CLEC to exceed the guidelines, BellSouth may contact the CLEC to determine the cause for the increase and discuss ways in which the increased volume can be handled.

Volume forecast will be treated as proprietary in nature and will only be used for the purposes of OSS performance management.

2.2 Forecast Volume Categories

For purposes of forecast development for EDI/TAG XML users, the following table reflects volume categories based upon average total Firm Order and Pre Order Transactions. Pre Order and Firm Order transactions are defined as initial firm orders (not supplemental orders) and pre order queries.

High Volume	501+ Firm Order/Pre Order Transactions Per Day
Medium Volume	101-500 Firm Order/Pre Order Transactions Per Day
Low Volume	<100 Firm Order/Pre Order Transactions Per Day

CLECs in the Low Volume Category do not need to provide an annual forecast.

If a CLEC that falls within the High or Medium Volume category does not provide an annual forecast by November 1 for the upcoming year, BellSouth will develop a forecast for the CLEC by December 1 (Example: BellSouth would provide the 2005 Annual Forecast by December 1, 2004).

BellSouth's forecast will be based upon the past twelve (12) month's data. If the CLEC disagrees with the forecast provided by BellSouth, the CLEC may send BellSouth a revised forecast no later than December 15.

If a CLEC knows or has reason to believe its volumes may exceed those on their annual forecast, the CLEC should contact their BellSouth E-Commerce Account Team Representative to advise and provide a revised volume forecast. BellSouth requires a thirty (30) day advance notice of changes in projected Pre-Order and Firm Ordering volumes.

If the acquisition or merger of one CLEC with another results in the changes of the original forecast provided by the CLECs to BellSouth, then the impacted CLEC should contact their BellSouth E-Commerce Account Team Representative to provide a revised volume forecast. Forecasts may be provided for each company Operating Company Number (OCN) or collectively dependent upon the conditions of the merger/acquisition.

2.3 Daily Volume Distribution

If a CLEC chooses to bundle Local Service Requests ("LSRs") and transmit them to BellSouth simultaneously in a large group, then the following guidelines should be adhered to in order to ensure that no CLEC's activities negatively impact all CLEC users.

Pre-order transactions that are submitted real-time, as received, will not be subject to these guidelines. These guidelines will apply to any type of pre-order transaction that the CLEC chooses to bundle and not send in real-time as received as well as all order transactions submitted via TAG XML or EDI.

For clarification, LENS is a web-based system that provides CLECs with the capability to submit pre-order and order transactions on a real-time basis. CLECs should submit transactions via LENS following the LENS User Guide and must not use any mechanical process to log into or otherwise utilize the LENS system. Therefore, requirements in this section regarding daily volume transactions do not apply to LENS transactions.

A CLEC's average daily volume should be reasonably distributed as noted below, by OSS, during the time specified in the OSS Hours of Availability Detail by Transaction Type/Group. These OSS hours of availability can be found at http://www.interconnection.bellsouth.com/oss/oss_hour.html, page 2.

BellSouth's Pre-Ordering applications support an event driven model which provides for a near real-time experience to CLECs. It is BellSouth's expectation that CLECs will communicate to BellSouth by submitting pre-orders real-time as well and not hold or bundle pre-order transactions.

Should any CLEC exercise its capability to bundle pre-orders for any of BellSouth's OSS, those transactions will be governed by these daily volume guidelines.

BellSouth designs its OSS to accommodate both the current and projected aggregate demand for all CLECs based on agreed upon forecasts for the current year. Each CLEC should reasonably distribute its daily and hourly OSS transactions in an effort not to exceed the aggregate capacity that BellSouth's OSS has been sized to support.

2.4 Forecasting Special Projects

Large volumes of Local Service Requests (LSRs) that are not contemplated in the annual forecast that would place extraordinary demand/stresses on BellSouth OSS and provisioning applications are considered additional volumes. Additional volumes or special projects should be reasonably distributed on a daily and hourly basis, as stated in Section 2.3.

Scheduling of additional volume or special projects, i.e., those transactions which would cause a CLEC to exceed a reasonable distribution of its daily and hourly volume should be coordinated and scheduled through the BellSouth E-Commerce Account Team ("ECAT"). For example, if a CLEC anticipates that it will have bulk migrations or batch hot cuts that may cause its hourly volume distribution to exceed the requirements of such guidelines, the CLEC should contact the ECAT to advise and work together to schedule such transactions.

Transactions submitted on behalf of the CLEC by BellSouth are not included in the CLEC's Daily Volume Distribution as stated in Section 2.3. Transactions submitted on behalf of the CLEC by a Vendor/Service Bureau are included in the Daily Volume Distribution as stated in Section 2.3. CLECs agree to work with their Vendor/Service Bureau to ensure the requirements of the OSS Volume Guidelines are met.

2.5 Management of Backlogs of Data

If a CLEC finds it needs to send a backlog of data (CLEC hardware failure, vendor outages, weekend maintenance, etc.), the CLEC should send its transactions following the daily volume distribution guidelines in Section 2.3.

If a CLEC needs to submit orders for processing that may exceed these guidelines, the CLEC should contact its BellSouth E-Commerce Account Team (ECAT) Representative to advise and work together on scheduling these transactions. The CLEC should provide its ECAT representative with a proposal containing the CLECs preferred method for handling the backlog (number of orders per hour, hours during which the backlog will be sent, etc).

Given the importance of timely order processing to CLEC's ability to do business, BellSouth will work with the CLEC to schedule these transactions as expeditiously as possible.

The response from BellSouth will include either:

- 1) Acceptance of the CLECs preferred method of sending the backlog (number of orders per hour, hours during which the backlog will be sent, etc.) or
- 2) Rejection of the CLEC's preferred method of sending the backlog and a detailed description of BellSouth's preferred method of receiving the backlog (number of orders per hour, hours during which the backlog will be sent, etc).

For BellSouth system outages, CLECs are notified via the System Outage Notification Process. Should a backlog of data be created as a result of a BellSouth system outage, BellSouth will contact and work with the CLEC to schedule the transactions as expeditiously as possible. Current E-Commerce Account Team escalation procedures should be followed if necessary.

Backlogs created as a result of a Release will be managed in accordance with current release management practices. These practices incorporate an expectation of increased volume once the applications become available.

Competitive Local Exchange Carrier (CLEC) Name:
 Company Code(s) OCNs or EDI Trading Partner ID:

TOTAL VOLUMES		TOTAL TRANSACTION* PROJECTION/FORECAST JANUARY - DECEMBER	EXPECTED HIGH VOLUME MONTH	AVERAGE DAILY VOLUME	PEAK HOURLY VOLUME (TYPICAL DAY)
OSS	EDI				
	TAG XML				

EXAMPLE FOR TOTAL PRE-ORDER TRANSACTION FORECAST
 Number pre-order transactions per month x 12 months (Jan-Dec) = Total # pre-order transactions
 40,000 per month x 12 months = 480,000 total

TOTAL VOLUMES		TOTAL TRANSACTION* PROJECTION/FORECAST JANUARY - DECEMBER	EXPECTED HIGH VOLUME MONTH	AVERAGE DAILY VOLUME	PEAK HOURLY VOLUME (TYPICAL DAY)
OSS	EDI				
	TAG XML				

EXAMPLE FOR TOTAL FIRM ORDER TRANSACTION FORECAST
 Number firm order transactions per month x 12 months (Jan-Dec) = Total # firm order transactions
 10,000 per month x 12 months = 120,000 total

NAME
 TELEPHONE NUMBER
 EMAIL ADDRESS

*A transaction is defined as initial firm orders (not supplemental orders) and pre-order queries