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Tallahassee, FL 32301-5027

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February 11, 2002

Mrs. Blanca Bayo, Director  
Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 323099-0850

**RE: Docket No. 001097-TP - Notice of Confidential Filings**

Dear Mrs. Bayo:

Enclosed is the original and seven (7) copies of Supra Telecommunications and Information Systems, Inc.'s (Supra Telecom) Direct Testimonies and Exhibits for Mr. Kayode Ramos and Mr. Dave Nilson in the above captioned docket. Confidentiality is being claimed with respect to portions of Mr. Nilson's Direct Testimony and with respect to Exhibits DN - 41 and DN - 42 in their entirety.

We have enclosed a copy of this letter and ask that you mark it to indicate that the original was file, and thereupon return it to me, copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Brian Chaiken  
General Counsel

DOCUMENT NUMBER - DATE

01569 FEB 11 02

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**  
**Docket No. 001097-TP**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing was served via Hand-Delivery on this 11<sup>th</sup> day of February 2002, to the following:

Patty Christensen, Staff Counsel  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Nancy B. White/Michael P. Coggin/ R. Douglas Lackey/J. Philip Carver  
c/o Nancy Sims  
BellSouth Telecommunications, Inc.  
150 South Monroe Street, Suite 400  
Tallahassee, FL 32301

SUPRA TELECOMMUNICATIONS AND  
INFORMATION SYSTEMS, INC.  
2620 S. W. Avenue  
Miami, Florida 33133  
Telephone (305) 476 – 4248  
Facsimile (305) 443 - 1078

  
BRIAN CHAIKEN

---

BellSouth Telecommunications, Inc.  
Room 34S91 BellSouth Center  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

August 25, 1999

Mr. Wayne L. Stavanja  
Vice President – Regulatory Relations  
Supra Telecommunications & Information Systems, Inc.  
Suite 200  
1311 Executive Center Drive  
Tallahassee, FL 32301-5027

Dear Mr. Stavanja:

This is in response to your letter of August 20, 1999, advising that Supra Telecommunications and Information Systems, Inc. ("Supra Telecom") wishes to adopt the Florida AT&T/BellSouth Interconnection Agreement, dated June 10, 1997. This would include all exhibits and amendments that have been negotiated and executed to date between AT&T and BellSouth. BellSouth is amenable to your request, but I must advise that when adopting an agreement, as you have requested, you must also adopt the term of that agreement. Therefore the agreement Supra Telecom and BellSouth enters into will expire June 9, 2000, with negotiations to commence no later than December 12, 1999, on a new agreement.

However, your letter also requests that since Supra Telecom will not be using, nor will it participate in the development of, the EC-Lite interface, that your company would like to "amend the original agreement" to reflect the use of the TAG interface. This would entail the modification of Attachment 15 of the AT&T /BellSouth Interconnection Agreement. BellSouth can not agree to this request.

As I advised in our discussions, when requesting either an entire agreement or just an attachment of an agreement, it is necessary to adopt all related terms and conditions associated with the requested attachment of the agreement. However, in order to meet your needs for a TAG interface BellSouth can agree to substitute the attached contract language in lieu of Attachment 15 of the AT&T agreement. As you can see this language has provisions for the TAG interface and should meet your needs for Ordering and Provisioning.

Please call me as soon as possible to advise what Supra Telecom would like to do regarding the attached language, since we are now within the window whereby either party may file for arbitration at the various regulatory authorities. I can be reached at (404) 927-8389.

Sincerely,



Pat Finlen  
Manager, Interconnection Services

Attachment

Cc: Parkey Jordan, Esq.  
Nancy White, Esq.  
Olukayode Ramos, President – Supra Telecommunication and Information  
Services, Inc.  
David Dimlich, General Counsel – Supra Telecommunication and  
Information Services, Inc.

## **Attachment 6**

### **Ordering and Provisioning**

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## ORDERING AND PROVISIONING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

### 1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to CLEC-1 that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Friday - 8:00AM - 5:00PM location time (excluding holidays)  
(Resale/Network Element non coordinated,  
coordinated orders and order coordinated - Time  
Specific)

Saturday - 8:00 AM - 5:00 PM location time (excluding holidays)  
(Resale/Network Element non coordinated orders)

Times are either Eastern or Central time based on the location of the work being performed.

All other CLEC-1 requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges.

### 2. Access to Operational Support Systems

2.1 BellSouth shall provide CLEC-1 access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) and the

Telecommunications Access Gateway (TAG). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. CLEC-1 agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that CLEC-1 will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. As an alternative to the EDI arrangement, BellSouth also provides through LENS and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows CLEC-1 to report and monitor service troubles and obtain repair services. BellSouth shall offer CLEC-1 service trouble reporting in a non-discriminatory manner that provides CLEC-1 the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLEC-1 an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers CLEC-1 access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.
- 2.5 Migration of CLEC-1 to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to CLEC-1 with sufficient notice to allow CLEC-1 to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.
- 2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachments 1 and 2 of this Agreement.

- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 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.
- 3.6 Cancellation Charges. If CLEC-1 cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

3. Miscellaneous Ordering and Provisioning Guidelines
- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by CLEC-1 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if CLEC-1 wishes to reinstate an order, CLEC-1 may be required to submit a new service order.
- 3.2 Single Point of Contact. CLEC-1 will be the single point of contact with BellSouth for ordering activity for network elements and other services used by CLEC-1 to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. CLEC-1 and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by CLEC-1 to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify CLEC-1 that such an order has been processed, but will not be required to notify CLEC-1 in advance of such processing.
- 3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.3.1 Upon receipt of a service order, BellSouth will do the following:
- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.3.1.3 Notify CLEC-1 subsequent to the disconnect order being completed.



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Tallahassee, FL 32301-5027

Docket No. 001097-TL  
Kayode Ramos Exhibit No. KR-8

August 31, 1999

**Via Facsimile & U.S. Certified Mail: Z362234971**

Mr. Patrick Finlen  
Manager, Interconnection Services  
BellSouth Telecommunications, Inc.  
675 West Peachtree Street, NE  
Room 34S91  
Atlanta, Georgia 30375

Dear Mr. Finlen:

As a follow-up to your August 25, 1999 letter, Supra Telecom reaffirms its request to adopt the State of Florida Interconnection Agreement between AT&T and BellSouth, dated June 10, 1997. This includes all exhibits and amendments that have been negotiated and executed to date between the parties.

Your assertion that it is necessary to adopt all the terms and conditions of an attachment without modification or amendment by incorporating terms of a different agreement does not comport with Section 252(i) of the Act, the Supreme Court opinion, CFR §51.809(a), or the FCC's Order No. 96-325. The TAG language that we discussed is standard BST Ordering and Provisioning language appearing in several agreements on file with the Florida Commission. Based on current law cited above, Supra Telecom is entitled to any single provision in another agreement of its choosing. Your position merely reflects BellSouth policy, and is not backed by applicable law or ruling of any regulatory authority having jurisdiction over this agreement. However, without waiving its rights, Supra Telecom will adopt the AT&T/BellSouth agreement in its entirety at this time.

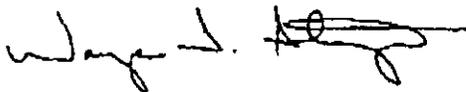
As I stated in my August 20, 1999 letter, BellSouth is on notice that Supra Telecom has not and will not request use of, or participate in the development of, the EC-Lite interface described in the agreement between AT&T and BellSouth.

Mr. Olukayode Ramos will execute the adoption of said agreement between BellSouth and Supra. Please send all documents to Mr. Ramos at 2620 S.W. 27th Avenue, Miami, FL 33133.

Supra Exhibit #19

If you have any questions, you may call me at (850) 402-0510.

Sincerely,



Wayne L. Stavanja  
VP - Regulatory Relations

c: Olukayode A. Ramos, Chairman & CEO  
Mark Buechele, General Counsel

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**BellSouth Telecommunications, Inc.**  
Room 34S91 BellSouth Center  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

September 7, 1999

Mr. Olukayode Ramos  
President  
Supra Telecommunications & Information Systems, Inc.  
2620 S.W. 27<sup>th</sup> Avenue  
Miami, FL 33133

Dear Mr. Ramos:

This is in response to the August 31, 1999 letter from Mr. Wayne Stavanja of Supra Telecommunications and Information Systems, Inc. ("Supra Telecom"). In his letter, Mr. Stavanja advised that Supra Telecom wishes to adopt the BellSouth/AT&T Interconnection Agreement for Florida, dated June 10, 1997, in its entirety including "all exhibits and amendments that have been negotiated and executed to date between the parties." As requested by Mr. Stavanja, enclosed for your signatures are two copies of an agreement setting forth the terms of that adoption. Once you have executed both copies of the agreement please forward them to me, and I'll have Jerry Hendrix sign on behalf of BellSouth. I'll also make all the necessary arrangements to have the agreement filed with the Florida Public Service Commission.

As the agreement being adopted is for the state of Florida only, upon execution of the enclosed agreement by both parties, this agreement will supercede the existing agreements between BellSouth and Supra Telecom for the state of Florida. These are the Resale, Collocation, and Interconnection Agreements for the state of Florida. The agreements between Supra and BellSouth for the other states in BellSouth's region will expire by their terms on October 22, 1999, whereupon, BellSouth will no longer provide services to Supra under the expired agreements. Should Supra choose in the future to offer telecommunications services to customers in any other state within BellSouth's region, BellSouth will be happy to negotiate and execute new Interconnection Agreements for the appropriate states.

The allegation in Mr. Stavanja's letter that BellSouth maintained that it is necessary to adopt all the terms and conditions of an attachment to a existing Interconnection Agreement is simply unfounded. What I advised Supra Telecom in my August 25, 1999 letter is that "when requesting an entire agreement or just an attachment to

an agreement, it is necessary to adopt **all related terms and conditions** associated with the requested attachment." [Emphasis added]

Supra Telecom is correct that the TAG language that was discussed is standard BellSouth language and does appear in numerous agreements on file with the Florida Public Service Commission. If Supra Telecom did not wish to accept the language offered by BellSouth as a substitute to Attachment 15 of the BellSouth/AT&T Interconnection Agreement, then it could have certainly requested to adopt another entity's Interconnection Agreement or an attachment to that entity's Interconnection Agreement with the language it believes it needs. The only stipulation to such an adoption would be that all related terms and conditions associated with the requested language would have to be adopted.

As for putting BellSouth on notice that Supra Telecom has no intention of using, nor participating in the development of, the EC-Lite interface, please let me remind you that Supra Telecom will be expected to comply with all provisions of the BellSouth/AT&T Interconnection Agreement. However, in an effort to assist Supra Telecom in its ordering and provisioning of telecommunications services, BellSouth stands ready to negotiate an Amendment to the enclosed Adoption to incorporate any future needs of Supra Telecom, including an Amendment to implement TAG for preordering and/or ordering functions and eliminating language requiring Supra to use or participate in developing EC-Lite. Absent such an Amendment, BellSouth will look to Supra to comply with all the terms of the adopted Interconnection Agreement.

Sincerely,



Pat Finlen  
Manager, Interconnection Services

Enclosure

Cc: Parkey Jordan, Esq.  
Nancy White, Esq.  
Mr. Wayne Stavanja, Vice President – Supra Telecommunications and  
Information Systems, Inc.



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Docket No. 001097-TL  
Kayode Ramos Exhibit No. KR-6

August 20, 1999

**Via Facsimile & U.S. Mail**

Mr. Patrick Finlen  
Manager, Interconnection Services  
BellSouth Telecommunications, Inc.  
675 West Peachtree Street, NE  
Room 34S91  
Atlanta, Georgia 30375

Dear Mr. Finlen:

As a follow-up to our recent discussions and negotiations toward a new interconnection agreement, Supra Telecom hereby confirms its intent to adopt the State of Florida Interconnection Agreement between AT&T and BellSouth, dated June 10, 1997. This includes all exhibits and amendments that have been negotiated and executed to date between the parties.

As we discussed, Supra Telecom wishes to amend the original agreement only to reflect use of the TAG interface. Supra Telecom will not request use of, or participate in the development of, the EC-Lite interface described in the agreement between AT&T and BellSouth.

Mr. Olukayode Ramos will execute the adoption of said agreement between BellSouth and Supra. Please send all documents to Mr. Ramos at 2620 S.W. 27th Avenue, Miami, FL 33133. If you have any questions, you may call me at (850) 402-0510.

Sincerely,

Wayne L. Stavanja  
VP - Regulatory Relations

c: Olukayode A. Ramos, Chairman & CEO  
Mark Buechele, General Counsel