

**NANCY B. WHITE**  
General Counsel-Florida

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(305) 347-5558

January 31, 2001

Mrs. Blanca S. Bayó  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

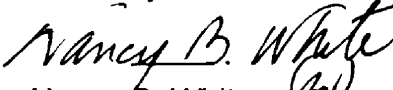

**Re: 001305-TL (Supra Arbitration)**

Dear Ms. Bayó:

In accordance with the Commission Staff's directive in the above captioned matter, attached is BellSouth's list of proposed language per issue. Cites are either to the draft interconnection agreement attached to BellSouth's Petition for Arbitration or to Exhibit "A" attached hereto.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

  
Nancy B. White 

cc: All parties of record  
Wayne Knight  
Diana Caldwell  
Marshall M. Criser III  
R. Douglas Lackey

DOCUMENT NUMBER-DATE

01455 JAN 31 2001

FPSC-RECORDS/REPORTING

**BELLSOUTH'S LANGUAGE PROPOSALS**  
**SUPRA ARBITRATION**

<b><u>ISSUE</u></b>	<b><u>BST PROPOSAL</u></b>
1.	§16, GTC
2.	§18.4, GTC
3.	§21.1, GTC
4.	§24.15.1, GTC
5.	§3.15, Att 1
6.	Withdrawn
7. & 8.	§§3.21 & 3.25, Att 1; §2.5, Att 5
9.	§2.1, Att 1
10.	No language is necessary.
11.	No language is necessary.
12.	No language is necessary.
13.	§5.3.1.1, Att 3
14.	§5.3.1.2 – 5.3.1.5, Att 3
15.	Att 9
16.	No language is necessary.
17.	§11.1, GTC
18.	Rates for: (1) <u>Resale</u> : Att, 1 Ex A & Ex C; (2) <u>Network Elements</u> : Att 2, Ex C; (3) <u>Interconnection</u> : Att 3, Ex A; (4) <u>Collo</u> : Att 4, Ex A; (5) <u>LNP/INP</u> : Att 5, Ex A; (6) <u>Billing Records</u> : Att 6, Ex A
19.	§5.3.1.1, Att 3
20.	No language is necessary.

21. §2.7.1, Att 2
22. Ex A, Att 2
23. No language is necessary.
24. No language is necessary.
- 25(a)/(b) See Exhibit A
26. No language is necessary.
27. §1.7 – 1.8, Att 3
28. §5.2.3.2, Att 2
29. §6.3.1.2, Att 2
30. Withdrawn
31. See Exhibit A
32. No language is necessary.
33. See Exhibit A
34. §3.8, Att 2
35. §11.2, Att 4
36. Withdrawn
37. Withdrawn
38. § 1.1, Att 7
39. No Language is necessary.
40. See Exhibit A
41. §12, GTC
42. See Exhibit A
43. Withdrawn

44. §5, GTC
45. No Language is necessary.
46. §1.1, Att 7
47. No Language is necessary.
48. §2, Att 6; Exhibits B, C and D, Att 6
49. See Exhibit A
50. Withdrawn
51. §3.16, Att 1
52. §1.1, §3.1, Att 1
53. §2.8, Att 2
54. Withdrawn
55. No Language is necessary.
56. Withdrawn
57. See Exhibit A
58. Withdrawn
59. See Exhibit A
60. See Exhibit A
61. No Language is necessary.
62. §3.15, Att 7
63. §1.17.2, et seq., Att 6
64. Withdrawn
65. §10, GTC
66. No Language is necessary.

## Exhibit A

### ISSUE

### LANGUAGE

25(a)/(b)

[MCI settlement language] When Supra orders or uses BellSouth unbundled Network Elements pursuant to Attachment 3 of this Agreement, those elements ordered or used shall be considered part of Supra's network for purposes of calculating reciprocal compensation and switched access charges, subject to the terms of this Section. Where Supra utilizes BellSouth's unbundled switching, then for local transit traffic originated by a third party and terminated to an Supra end user, Supra shall be entitled to reciprocal compensation from the third party originating such local transit traffic. Notwithstanding the foregoing, Supra is not entitled to reciprocal compensation from BellSouth for termination of BellSouth originated Local Traffic in instances where Supra utilizes Bellsouth's unbundled switching and where BellSouth does not bill Supra for the terminating usage on that unbundled switching.

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[AT&T settlement language] When BellSouth provides the local circuit switching, BellSouth will provide to SUPRA, upon request, customized routing (selective routing) of calls: (i) to a requested directory assistance services platform; (ii) to a requested operator services platform; (iii) for SUPRA's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by SUPRA or (iv) to a repair center. SUPRA end users may use the same dialing arrangements as BellSouth end users. BellSouth shall allow SUPRA to commingle local and toll OS and/or DA traffic on existing OS and/or FGD trunks. Customized routing will include but not be limited to the customized routing of inter-switch traffic on a wire center basis to a port other than the standard routing used by BellSouth.

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[BellSouth offers the following language] In those instances where the Loop facilities available to serve the end user passes through a digital Loop carrier equipment located between the end user premises and the serving network locations and such equipment prevents SUPRA from deploying xDSL capabilities of equivalent quality to those offered by BellSouth or its affiliates, to the extent technically feasible BellSouth must provide SUPRA with the following options: a Loop without intervening transmission equipment that meets industry standard electrical characteristics suitable for supporting xDSL capabilities as specified by SUPRA; access to a Loop facility and appropriate collocation space in the remote terminal; and a Loop equipped by BellSouth with all electronics, including but not limited to ATM transport, necessary to provide xDSL

capabilities of equivalent quality to those deployed by BellSouth or its affiliates.

- 40 [BellSouth proposes the following language] If a Supra end user subscribes to Supra provided voice mail and messaging services, BellSouth shall redirect incoming calls to the Supra system based upon presubscribed service arrangements (e.g., call forward/busy, call forward/don't answer, number of rings) through dedicated trunks provided by Supra. In addition, where BellSouth's switch has the capability, BellSouth shall provide Interoffice Simplified Message Desk Interface, also known as Standard Message Desk Interface-Enhanced, ("ISMDI") interface to the Supra system and shall support the Inter-switch Voice Messaging Service ("IVMS") capability. ISMDI and IVMS must be purchased under BellSouth's general subscriber services tariff.
- 42 [AT&T settlement language] The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to SUPRA and must be a valid calendar date. Bills should not be rendered for any charges which are incurred under this agreement on or before one (1) year proceeding the bill date. However, both Parties recognize that situations exist which would necessitate billing beyond the one (1) year limit, as permitted by law. These exceptions are: (1) charges connected with jointly provided services whereby meet point billing guidelines require either party to rely on records provided by a third party; and (2) charges incorrectly billed due to error in or omission of customer provided data such as PIU and PLU factors, or other ordering data. Both Parties agree that these limits will be superceded by any Bill Accuracy Certification Agreement which might be negotiated between the Parties.
- 49 [BellSouth proposes the following language]  
**High Frequency Spectrum Network Element**
- 3.1 General
- 3.1.1 BellSouth shall provide SUPRA access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit D.
- 3.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow SUPRA the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version

of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230. BellSouth will continue to have access to the low frequency portion of the Loop spectrum up to 3400 Hertz for the purposes of providing voice service. SUPRA shall only use xDSL technology that is within the PSD mask parameters set forth in ANSI T1.413 or other applicable industry standards. SUPRA shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable industry technical specifications and standards.

3.1.3

Access to the High Frequency Spectrum is only available on an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide Loop conditioning to SUPRA in accordance with the Unbundled Loop Modification process set forth in Section 2.2 of this Attachment. BellSouth is not required to condition a Loop for access to the High Frequency Spectrum if conditioning of that Loop significantly degrades BellSouth's voice service. If SUPRA requests that BellSouth condition a Loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the Loop, SUPRA shall pay for the loop to be restored to its original state.

3.2

Provisioning of High Frequency Spectrum and Splitter Space

3.2.1

BellSouth will provide SUPRA with access to the High Frequency Spectrum as follows:

3.2.1.1

To order High Frequency Spectrum on a particular Loop, SUPRA must have a DSLAM collocated in the central office that serves the end-user of such Loop. SUPRA may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install splitters within forty-two (42) calendar days of SUPRA's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

3.2.1.2

Once a splitter is installed on behalf of SUPRA in a central office in which SUPRA is collocated, SUPRA shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

3.2.1.2.1

BellSouth will bill and SUPRA shall pay the electronic or manual ordering charges, as applicable, when SUPRA orders High Frequency Spectrum for end-user service.

- 3.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide SUPRA access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to SUPRA's xDSL equipment in SUPRA's collocation space. At least 30 days before making a change in splitter suppliers, BellSouth will provide SUPRA with a carrier notification letter, informing SUPRA of change. SUPRA shall purchase ports on the splitter in increments of 24 ports.
- 3.2.1.4 BellSouth will install the splitter in (i) a common area close to the SUPRA collocation area, if possible; or (ii) in a BellSouth relay rack as close to the SUPRA DS0 termination point as possible. SUPRA shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for SUPRA on the toll main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified SUPRA DS0 at such time that a SUPRA end user's service is established.
- 3.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the end user's voice service pursuant to its tariffs or applicable law, and SUPRA desires to continue providing xDSL service on such loop, SUPRA shall be required to purchase a full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give SUPRA notice in a reasonable time prior to disconnect, which notice shall give SUPRA an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and SUPRA purchases the full stand-alone loop, SUPRA may elect the type of loop it will purchase. SUPRA will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit D to this Attachment. In the event SUPRA purchases a voice grade loop, SUPRA acknowledges that such Loop may not remain xDSL compatible.
- 3.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular Loop.
- 3.3 Ordering
- 3.3.1 BellSouth will provide SUPRA the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.



- 3.3.2 BellSouth will return a manual Firm Order Confirmation (“FOC”) in no more than two (2) business days after receipt of a valid, error free manual LSR. When SUPRA submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide SUPRA with access to the High Frequency Spectrum at the following target intervals:
- 3.3.2.1 For 1-5 lines at the same address within three (3) business days from BellSouth’s issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth’s issuance of a FOC; and more than 10 lines at the same address is to be negotiated.
- 3.3.3 BellSouth will provide to SUPRA BellSouth’s Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering.
- 3.3.4 BellSouth will provide SUPRA access to Loop Makeup (LMU), in accordance with the terms of this Agreement.
- 3.3.5 BellSouth shall bill and SUPRA shall pay the rates for the High Frequency Spectrum, as described in [Attachment A hereto.]
- 3.4 Maintenance and Repair
- 3.4.1 SUPRA shall have access for repair, and maintenance purposes to any loop for which it has access to the High Frequency Spectrum. SUPRA may access the loop at the point where the combined voice and data signal exits the central office splitter.
- 3.4.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer’s premises and the Termination Point. SUPRA will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
- 3.4.3 SUPRA shall inform its end users to direct data problems to SUPRA, unless both voice and data services are impaired, in which event the end users should call BellSouth.
- 3.4.4 Once a Party has isolated a trouble to the other Party’s portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party’s portion of the loop.
- 3.4.5 In the event SUPRA’s deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth’s voice service on the same loop, BellSouth shall notify SUPRA and allow twenty-four (24) hours for SUPRA to cure the

trouble. If SUPRA fails to resolve the trouble, BellSouth may discontinue SUPRA's access to the High Frequency Spectrum on such loop.

3.4.6

**Line Splitting.** BellSouth will work cooperatively with CLECs to develop rates, methods and procedures to operationalize a process whereby two CLECs, one being a provider of voice services (a "Voice CLEC") and the other being a provider of data services (a "Data CLEC") may provide services over the same loop. The loop and port over which the services are provided cannot be a loop and port combination (i.e., UNE-P), but must be individual, stand alone network elements. The Voice CLEC or the Data CLEC shall be responsible for connecting the loop and port to a CLEC-owned splitter. BellSouth shall not own or maintain the splitter used for this purpose. When such rates, methods and procedures have been developed and operationalized, then at the request of Supra, the Parties shall amend this Agreement to incorporate the same.

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[MCI settlement language] **Regional Street Address Guide (RSAG).** BellSouth shall provide Supra with BellSouth's RSAG data through a mutually agreeable electronic means. A condition precedent to obtaining the RSAG data is that Supra and its affiliated local exchange carriers shall execute a single mutually acceptable license agreement containing the rates, terms and conditions pursuant to which Supra and its affiliated local exchange carriers may use the data.

**Product and Service Information Management System ("PSIMS").** BellSouth shall provide Supra, 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-end office basis, via CONNECT:Direct Service. There is no charge for obtaining the PSIMS file in this manner.

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[MCI settlement language] **MCI may request an expedited service interval on the local service request (LSR).** BellSouth will advise MCI whether the requested expedited date can be met based on work load and resources available. For expedite requests for loop provisioning, MCI will pay the expedite charge set forth in this Agreement on a per loop basis for any loops provisioned in 4 days or less. MCI will not be charged an expedite charge for loops provisioned in five or more days, regardless of whether the loops were provisioned in less than the standard interval applicable for such loops.

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[MCI settlement language] **BellSouth shall reject and return to Supra any service request that BellSouth cannot provision due to technical reasons or**

due to missing, inaccurate or illegible information. When an order is rejected, BellSouth shall, in its reject notification, specifically describe, using specified error codes, the reasons for which the order was rejected. Although BellSouth exercises its best efforts to identify all errors before rejecting the LSR to Supra, this is not always possible. The type and severity of the error may prevent the LSR from being processed further once an error is discovered by BellSouth's system. BellSouth will identify errors in accordance with BellSouth's Local Service Request (LSR) Error Messages Documentation, which contains all error codes applicable to any LSR and a description of the error such codes identify. BellSouth will make available such Documentation on BellSouth's interconnection web site. BellSouth will work cooperatively with Supra as reasonably necessary to assist Supra in identifying and understanding LSR errors and associated error codes.

Attachment A to Exhibit A

<b>LINE SHARING</b>			Florida
		2-Wire analog VG (SL1) for Line Sharing	
		RC - per month (Note 3) **	TBD
		NRC - 1st (Note 3) **	TBD
		NRC - Add'l (Note 3) **	TBD
		System Splitter - 96 Line Capacity	
		RC - Per month **	ULSDA \$100.00
		NRC - 1st **	ULSDA \$150.00
		NRC - Addl **	ULSDA \$0.00
		NRC - Disconnect 1st **	ULSDA \$150.00
		NRC - Disconnect Add'l **	ULSDA \$0.00
		System Splitter - 24 Line Capacity	
		RC - Per month **	ULSDB \$25.00
		NRC - 1st **	ULSDB \$150.00
		NRC - Addl **	ULSDB \$0.00
		NRC - Disconnect 1st **	ULSDB \$150.00
		NRC - Disconnect Add'l **	ULSDB \$0.00
		Loop Capacity, Line Activation Per Occurrence	
		RC - Per Month **	ULSDC \$6.00
		NRC - 1st **	ULSDC \$40.00
		NRC - Addl **	ULSDC \$22.00
		NRC - Service Order submitted Electronically, per LSR	SOMEK \$2.75
		NRC - Service Order submitted Electronically, per LSR - Disconnect	SOMEK \$0.42
		NRC - Service Order submitted Manually, per LSR	SOMAN \$21.56
		NRC - Service Order submitted Manually, per LSR, Disconnect	SOMAN \$3.84
		NRC - Incremental Charge - Manual Service Order - 1st	SOMAN NA
		NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN NA
		NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN NA
		Subsequent Activity - Per Occurrence	
		NRC - 1st **	ULSDS \$30.00
		NRC - Addl **	ULSDS \$15.00
		* Interim Rates subject to true-up	
		** TN rates are interim and subject to true-up.	
		<b>NOTES:</b>	

		<p><b>1</b> In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.</p>
		<p><b>2</b> Geographically Deaveraged UNE Zones and applicable rates have been established for certain services, as shown in this Agreement. Where Geographically Deaveraged UNE Zones and applicable rates are established, Statewide rates are obsolete. Further, BellSouth is in the process of enhancing its billing systems in order to accomodate this Geographically Deaveraged UNE Zone Rate Structure. Until these enhancements are accomplished, estimated to be mid 2001, the UNE Zone 1 rate will be billed for all services residing in Zones 1, 2, 3 or 4, i.e., Rates for services residing in UNE Zones 2, 3 and UNE Zone 4, where applicable, will not be billed. Once billing enhancements are complete, all applicable UNE Zone rates reflected in this Agreement will be billed. Reference Internet Website <a href="http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf">http://www.interconnection.bellsouth.com/become_clec/docs/interconnection/deavuzns.pdf</a> to view Geographically Deaveraged UNE Zone Designations by Central Office.</p>
		<p><b>3</b> The recurring interim and nonrecurring interim rates in TN for 2-Wire analog VG (SL1) for Line Sharing is for a stand-alone loop purchased by CLEC-1 to provide both analog voice service and xDSL services or in the event CLEC-1 wishes to continue providing xDSL services to an end-user who terminates its BellSouth-provided voice service. These rates apply when CLEC-1 purchases the splitter from BellSouth.</p>

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via  
FACSIMILE and U.S. Mail this 31st day of January, 2001 to the following:

Staff Counsel  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Supra Telecommunications and  
Information Systems, Inc.  
1311 Executive Center Drive  
Koger Center - Ellis Building  
Suite 200  
Tallahassee, FL 32301-5027  
Tel. No. (850) 402-0510  
Fax. No. (850) 402-0522  
mbuechele@stis.com

  
Nancy B. White *(initials)*