ORIGINAL

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March 15, 2006

VIA OVERNIGHT DELIVERY

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

Re:

Docket Nos. 050119-TL and 050125-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Verizon Wireless are an original and fifteen (15) copies of Verizon Wireless' Response to Staff's Second Set of Interrogatories (Nos. 15-16) and Verizon Wireless' Response to Staff's First Request for Production of Documents (No. 1) in the above referenced dockets. Please return one copy of this filing to me in the enclosed stamped envelope.

CMP	MCC/MMCANAGE PETS	Sincerely,
сом	NOTIFICATION (LIPE)	
CTR _		Cla
ECR	and the country:	Charles F. Palmer
GCL	CFP/dpo	
OPC	Enclosures	
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FPSC-BUREAU OF RECORDS

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition by TDS Telecom d/b/a DOCKET NO. 050119-TP TDS Telecom/Quincy Telephone; ALLTEL Florida, Inc.; Northeast Florida Telephone Company d/b/a NEFCOM; GTC, Inc. d/b/a GT Com; Smart City Telecommunications, LLC Smart City Telecom: d/b/a Telecommunications Systems, Inc.; and Frontier Communications of the South, LLC ["Joint Petitioners"] objecting requesting suspension and cancellation of proposed transit traffic service tariff filed by BellSouth Telecommunications, Inc.

In re: Petition and complaint for suspension and cancellation of Transit Traffic Service Tariff No. FL2004-284 filed by BellSouth Telecommunications, AT&T Inc., by Communications of the Southern States, LLC.

DOCKET NO. 050125-TP

DATED: MARCH 16, 2006

VERIZON WIRELESS' RESPONSE TO STAFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS (NO. 1)

Verizon Wireless, pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following General Objections and Responses to Staff's First Request for Production of Documents (No. 1), dated February 24, 2006.

GENERAL OBJECTIONS

Verizon Wireless objects to any interrogatory or request for production to the 1. extent that it may seek to impose an obligation on Verizon Wireless to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on grounds that such requests are irrelevant, overly broad, unduly burdensome, oppressive, and not permitted by the applicable rules in discovery.

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- 2. Verizon Wireless objects to the interrogatories and requests for production to the extent they are intended to apply to matters other than those subject to the jurisdiction of the Commission. Verizon Wireless objects to such requests as being irrelevant, overly broad, unduly burdensome, and oppressive.
- 3. Verizon Wireless objects to each and every discovery request and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.
- 4. Verizon Wireless objects to each and every discovery request insofar as the requests are vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these interrogatories and requests for production. Any answers provided by Verizon Wireless in response to the requests will be provided subject to, and without waiver of, the foregoing objection.
- 5. Verizon Wireless objects to each and every discovery request insofar as it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. Verizon Wireless will attempt to note in its responses each instance where this objection applies.
- 6. Verizon Wireless objects to providing information to the extent that such information is already a matter of public record before this or another state commission or federal regulatory agency; or is otherwise available as a matter of public record; e.g., is available on a publicly-accessible website.

- 7. Verizon Wireless objects to Staff's discovery requests, instructions and definitions to the extent they seek to impose an obligation on Verizon Wireless beyond the requirements of the Florida Rules of Civil Procedure and Florida Law.
- 8. Verizon Wireless objects to each and every discovery request, insofar as any of them are unduly burdensome, expensive, oppressive, or excessively time consuming as written.
- 9. Verizon Wireless is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, Verizon Wireless creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these requests. Verizon Wireless will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the requests purport to require more, Verizon Wireless objects on the grounds that compliance would impose an undue burden or expense.
- 10. Verizon Wireless objects to each and every discovery request to the extent that the information requested constitutes "trade secrets" pursuant to Section 90.506, Florida Statutes. Verizon Wireless also objects to each and every request that would require the disclosure of customer specific information, the disclosure of which is prohibited by §364.24, Florida Statutes. To the extent that Staff requests proprietary confidential business information, Verizon Wireless will make such information available in accordance with a protective agreement, subject to any other general or specific objections contained herein.
- 11. Verizon Wireless objects to any discovery request that seeks to obtain "all" of particular documents, items, or information to the extent that such requests are overly broad and

DOCKET NOS. 050119-TP. 050125-TP Page 4 of 5

unduly burdensome. Any answers provided by Verizon Wireless in response to this discovery will be provided subject to, and without waiver of, the foregoing objections.

REQUEST FOR PRODUCTION

1. Please provide the pertinent portions of the existing ICAs between Verizon Wireless and ALLTEL Florida, Inc., GTC, Inc. d/b/a GT Com, and Smart City Telecommunications, LLC d/b/a Smart City Telecom responsive to Interrogatory No. 15.

As explained in Verizon Wireless' Response to Staff's Interrogatory No. 15, Verizon Wireless' ICAs with Alltel and GT Com do not have transit rates. A copy of the ICA between Verizon Wireless and Smart City is attached. In addition, a copy of the ICAs between Verizon-Florida and Sprint-Florida referenced in Verizon Wireless' Response to Staff's Interrogatory No. 15 are also attached.

RESPONSES PROVIDED BY:

Marc B. Sterling

Member Technical Staff- Contract Negotiator

Respectfully submitted, this 16th day of March, 2006.

VERIZON WIRELESS

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B. Wireless-to-Landline:

Local Service Area calls originated by VZW's customers within MTA No. 13 (Tampa-St. Petersburg-Orlando) or customers of another CMRS provider that has entered into roaming arrangement with VZW, while roaming in MTA No. 13, to Smart City customers shall be routed from VZW's network via the two-way direct trunk group to Smart City's Lake Buena Vista Tandem Office Switch for termination by Smart City to its customers, as appropriate.

- 4.2 <u>Indirect Traffic to Smart City:</u> To the extent that VZW and other area ILECs have entered into or may enter into contractual arrangements for the delivery of VZW traffic to Smart City's network (i.e. traffic that is not covered elsewhere in this Agreement) for termination to Smart City's customers, Smart City will accept this traffic subject to compensation arrangement as outlined in Section 5 below.
- 4.3 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic that is originated on a network of a non-party Telecommunications Carrier ("Non-Party Carrier") and routed to a Party may be delivered to the other Party's network. In addition, traffic that is originated by a customer or roamer of a Party on that Party's network that is routed to the other Party may be delivered to a Non-Party Carrier. If a Non-Party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission, FCC, Florida state courts or federal courts. The transiting Party will continue to perform transiting functions for the other Party pending ruling from the Commission, FCC, Florida state courts or federal courts. The Party performing such transiting function will bill, as specified in Section 5.3 below, the originating carrier (other Party or a Non-Party Carrier) the transiting charge. In order for the other Party or a Non-Party Carrier to bill the originating carrier (a Non-Party or other Party) for charges it is obligated to pay, the Party performing the transiting function will provide, subject to availability, total minutes of transiting traffic terminating to the terminating carrier (Non-Party Carrier or the other Party). VZW shall not perform a transiting function on behalf of a Non-Party Carrier for traffic originated by a Non-Party Carrier that is delivered to Smart City.

5.0 <u>COMPENSATION</u>

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal Compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.18 and is related to the exchange of traffic described in Section 4 and in Attachment B, as applicable. For the purposes of billing compensation for Local Traffic, billed minutes will be based upon actual

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article IV and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation. Rates and billing factors in this Appendix A become effective upon compliance with all terms and conditions of this Agreement, specifically including Article IV, Section 10, Transition and Implementation.

LOCAL TRANSPORT AND TERMINATION RATES

A. Transport and Termination Rate

End Office Switching \$.00250
Tandem Switching \$.00125

Where interconnection between the Parties is made at a GTE Tandem, the rate for Transport and Termination is the sum of the rate elements above and is reciprocal for Local Traffic exchanged between GTE and Verizon Wireless. Where interconnection between the Parties is made at a GTE End Office, the rate for Transport and Termination is the End Office Switching rate above and is reciprocal for Local Traffic exchanged between the Parties. The End Office Switching component of this rate is subject to adjustment in accordance with Section 46 of Article ill of this Agreement.

B. <u>Tandem Switching Rate (Transiting)</u>

Rate applied per MOU:

\$.00125

This rate applies to all MOUs exchanged between Verizon Wireless and another Local Provider through facilities of GTE.

BILLING FACTORS

Terminating Traffic Factors:

40% GTE to Verizon Wireless

60% Verizon Wireless to GTE 100% Total 2-way Usage

The Terminating Traffic Factors describe the level of local usage originating from one Party and terminating to the other Party as a percentage of total 2-way local traffic exchanged between the Parties. For example, a factor of 90% for GTE would mean that, of total 2-way local MOUs exchanged between GTE and Verizon Wireless, 90% originated from a Verizon Wireless wireless end user customer and terminated to a GTE end user customer. These factors are used to apportion flat rated transport facilities between the Parties and may be used where needed as a billing surrogate. These factors are subject to change based upon mutually acceptable traffic data on no less than a semiannual basis. If factors are not updated semiannually, the Parties shall use the last previously established factors.

A. <u>Transiting Factor</u>:

1%

GTE Transited

4.2.3. Traffic Terminating to Carrier

- 4.2.3.1. Carrier will bill Sprint one composite rate to be agreed to by the parties for all direct traffic terminating to the Carrier..
 - 4.2.3.1.1. Type 2A Tandem Interconnection Charge. Once
 Carrier has measurement capability, Carrier will bill
 Sprint one composite rate as agreed tp by the partiesfor all direct traffic terminating to Carrier via a Type 2A tandem interconnection with Sprint.
 - 4.2.3.1.2. Type 2B End Office Interconnection Charge. Once
 Carrier has measurement capability, Carrier will bill
 Sprint one composite rate as agreed to by the parties for all traffic terminating to Carrier via a Type 2B endoffice interconnection with Sprint.
 - 4.2.3.1.2 Type 1 Interconnection Charge. Once Carrier has measurement capability, Carrier will bill Sprint one composite rate as agreed to by the parties for all traffic terminating to Carrier via a Type 1 interconnection with Sprint.
- 4.3. Indirect Traffic Terminating to Sprint. Rate elements that may be charged to Carrier are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charges set forth in Attachment I except where the transiting LEC and Sprint End Office are collocated.
- 4.4. Indirect Traffic Terminating to Carrier. Rate elements that may be charged to Sprint are (1) End Office Switching as set forth in Attachment I, and (2) any applicable Common Transport charge as set forth in Attachment I except where the transiting LEC and Carrier's MSC are collocated.
- 4.5. Transit Traffic. Carrier shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Attachment I when Carrier uses a Sprint access tandem to terminate Local Traffic to a third-party LEC or another Carrier. Sprint shall pay Carrier a transit rate equal to the Sprint rate referenced above when Sprint uses a Carrier switch to terminate Local Traffic to a third-party LEC or another carrier. Common Transport charges do not apply to transited traffic if the transiting Party is collocated with the third-party LEC or another carrier to which the traffic is transited.
- 4.6. Paging Traffic. To the extent that Affiliates of Carrier are engaged in the provision of one-way messaging services, the interconnection and compensation arrangements for such services are governed by separate agreements and are not governed by this Agreement. Carrier has notified Sprint that Carrier is considering network changes that could increase the use of common facilities in the provision of one-way and two-way services by Carrier and its Affiliates. Upon request of

Sprint / Verizon Wireless
CMRS Interconnection Agreement – Florida
Effective Date: 05/01/01

ATTACHMENT I - PRICE LIST

Description	State - FL
SERVICEORGER	
Manual Service Order	\$22.54
TERMINATING COMPENSATION	
End Office Switching Per Minute of Use	\$0.003671
Tandem Switching Per Minute of Use	\$0.002085
Common Transport per Minute of Use	\$0.000711
Common Transport Remote Factor	0.061298
Common Transport to Remote per Minute of Use	\$0.000044
INDEALEST	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$143.50
NRC DS3	\$153.58
NETERONNECTION	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1 First Line	\$194.38
NRC DS1 Additional Line	\$145.87
NRC DS3	ICB
DS1 Electrical X-Connect	\$2.93
DS3 Electrical X-Connect	\$25.85
DS1 Facility Cross Connect	\$1.47
FEATURES.	
STP Port	\$422.40
NRC STP Port	\$308.00
STP Switching	\$0.76
911 Tandem Port	\$15.81
NRC 911 Tandem Port	\$116.44

^{*}The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.

Sprint / Verizon Wireless CMRS Interconnection Agreement - Florida Effective Date: 05/01/01

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Joint petition by TDS Telecom d/b/a DOCKET NO. 050119-TP TDS Telecom/Ouincy Telephone; ALLTEL Florida, Inc.; Northeast Florida Telephone Company d/b/a NEFCOM; GTC, Inc. d/b/a GT Com; Smart City Telecommunications, LLC City Telecom; ITS d/b/a Smart Systems, Telecommunications Inc.: and Frontier Communications of the South, LLC ["Joint Petitioners" objecting requesting suspension and cancellation of proposed transit traffic service tariff filed by BellSouth Telecommunications, Inc.

In re: Petition and complaint for suspension and cancellation of Transit Traffic Service Tariff No. FL2004-284 filed by BellSouth Telecommunications, Inc., by AT&T Communications of the Southern States, LLC.

DOCKET NO. 050125-TP

DATED: MARCH 16, 2006

VERIZON WIRELESS' RESPONSES TO STAFF'S SECOND SET OF INTERROGATORIES (NOS. 15 – 16)

Verizon Wireless, pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following General Objections and Responses to Staff's Second Set of Interrogatories (Nos. 15 – 16), dated February 24, 2006. These responses have been provided by Marc Sterling and served in accordance with the Rules of Civil Procedure and within the time period set out in Order No. PSC-05-1206-PCO-TP. Mr. Sterling's title is "Member Technical Staff – Contract Negotiator" and his address is Verizon Wireless, One Verizon Place, Alpharetta, GA 30004.

GENERAL OBJECTIONS

Verizon Wireless objects to any interrogatory or request for production to the 1. extent that it may seek to impose an obligation on Verizon Wireless to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on grounds that such requests are irrelevant, overly broad, unduly burdensome, oppressive, and not permitted by the applicable rules in discovery.

- 2. Verizon Wireless objects to the interrogatories and requests for production to the extent they are intended to apply to matters other than those subject to the jurisdiction of the Commission. Verizon Wireless objects to such requests as being irrelevant, overly broad, unduly burdensome, and oppressive.
- 3. Verizon Wireless objects to each and every discovery request and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.
- 4. Verizon Wireless objects to each and every discovery request insofar as the requests are vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these interrogatories and requests for production. Any answers provided by Verizon Wireless in response to the requests will be provided subject to, and without waiver of, the foregoing objection.
- 5. Verizon Wireless objects to each and every discovery request insofar as it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. Verizon Wireless will attempt to note in its responses each instance where this objection applies.
- 6. Verizon Wireless objects to providing information to the extent that such information is already a matter of public record before this or another state commission or federal regulatory agency; or is otherwise available as a matter of public record; e.g., is available on a publicly-accessible website.

- 7. Verizon Wireless objects to Staff's discovery requests, instructions and definitions to the extent they seek to impose an obligation on Verizon Wireless beyond the requirements of the Florida Rules of Civil Procedure and Florida Law.
- 8. Verizon Wireless objects to each and every discovery request, insofar as any of them are unduly burdensome, expensive, oppressive, or excessively time consuming as written.
- 9. Verizon Wireless is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, Verizon Wireless creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these requests. Verizon Wireless will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the requests purport to require more, Verizon Wireless objects on the grounds that compliance would impose an undue burden or expense.
- 10. Verizon Wireless objects to each and every discovery request to the extent that the information requested constitutes "trade secrets" pursuant to Section 90.506, Florida Statutes. Verizon Wireless also objects to each and every request that would require the disclosure of customer specific information, the disclosure of which is prohibited by §364.24, Florida Statutes. To the extent that Staff requests proprietary confidential business information, Verizon Wireless will make such information available in accordance with a protective agreement, subject to any other general or specific objections contained herein.
- 11. Verizon Wireless objects to any discovery request that seeks to obtain "all" of particular documents, items, or information to the extent that such requests are overly broad and

unduly burdensome. Any answers provided by Verizon Wireless in response to this discovery will be provided subject to, and without waiver of, the foregoing objections.

DEFINITIONS

"You", "your", "Company" or "Verizon Wireless" refers to Verizon Wireless, its employees and authorized agents.

"Document" refers to written matter of any kind, regardless of its form, and to information recorded on any storage medium, whether in electrical, optical or electromagnetic form, and capable of reduction to writing by the use of computer hardware and software.

"Identify" means:

- (a) With respect to a person, to state the person's name, address and business relationship (e.g., "employee") to the Company;
- (b) With respect to a document, to state the nature of the document in sufficient detail for identification in a request for production, its date, its author, and to identify its custodian. If the information or document identified is recorded in electrical, optical or electromagnetic form, identification includes a description of the computer hardware or software required to reduce it to readable form.

RESPONSES TO INTERROGATORIES

- 15. Please refer to page 5, lines 10-14, of the direct testimony of Verizon Wireless' witness Sterling. Please identify the transit service rate included in the Florida interconnection agreements between Verizon Wireless and ALLTEL Florida, Inc., GTC, Inc. d/b/a GT Com, and Smart City Telecommunications, LLC d/b/a Smart City Telecom.
 - a. Please explain how the rates were determined.
 - b. Are the rates TELRIC rates or market rates?
- Response No. 15: Verizon Wireless' ICAs with ALLTEL and GT Com do not have transit rates. The transit rate in Verizon Wireless' agreement with Smart City is \$0.005 per minute of use. In addition to the interconnection agreements with these Small LECs, Verizon Wireless has interconnection agreements with Verizon-Florida and Sprint-Florida. The transit rates in those agreements are \$0.00125 and \$0.002796, respectively.
 - a. All of Verizon Wireless' interconnection agreements in Florida, and the rates contained therein, were negotiated in accordance with 252(a).
 - b. The transit rates in these agreements are not TELRIC, but were arrived at through negotiations. Negotiated rates are not necessarily market rates, because they are arrived at through a give and take process that may involve other terms and conditions rather than cost or market conditions.

RESPONSE PROVIDED BY: Marc B. Sterling, Member Technical Staff – Contract Negotiator

16. Please refer to page 8, lines 15-17, of the direct testimony of Verizon Wireless' witness Sterling. The witness states that any ILEC pursuing recovery of its costs incurred to deliver its originated traffic indirectly, should do so through a rate case. How should price-cap ILECs pursue recovery of costs incurred to deliver originated traffic indirectly?

Response No. 16: Verizon Wireless is not regulated under the PSC's price caps and therefore is unable to provide information on how the Small LECs should recover costs through end user rates. Under the originating carrier pays regime, each carrier bears the costs of the traffic they originate, and bill their end users for the expense. Based on this theory, if the Small LECs' costs go

up, such that they are not adequately compensated under the price caps, the PSC should allow them to initiate a rate case or pursue an increase in their price cap, as appropriate.

RESPONSE PROVIDED BY: Marc B. Sterling, Member Technical Staff - Contract Negotiator

Respectfully submitted, this 16th day of March, 2006.

VERIZON WIRELESS

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CERTIFICATE OF SERVICE Docket Nos. 050119-TP and 050125-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing Verizon Wireless' Response to Staff's Second Set of Interrogatories (Nos. 15-16) and Verizon Wireless' Response to Staff's First Request for Production of Documents (No. 1) has been served by Electronic Mail and U.S. mail this 16th day of March 2006 to the following:

Florida Public Service Commission

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Charles F. Palmer