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BellSouth Telecommunications, Inc.
150 South Monroe Street
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April 1, 1998

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

Re: Docket No. 980119-TP (Supra Complaint)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Direct Testimony of Patrick C. Finlen and W. Keith Milner, which we ask that you file in the captioned matter.

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.

- ACK
- AFA
- APP
- CAF
- CMU *Srianni*
- CTR
- EAG
- LEG *2*
- LIN *34 org*
- OPC
- RCH
- SEC *1*
- WAS
- OTH

Sincerely,

Nancy B. White
(BNW)

Nancy B. White

Enclosures

cc: All parties of record
A. M. Lombardo
R. G. Beatty
William J. Ellenberg II

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FPSC-BUREAU OF RECORDS NUMBER-DATE

03781 APR-1 88

FPSC-RECORDS/REPORTING

Forlen
DOCUMENT NUMBER-DATE

03780 APR-1 88

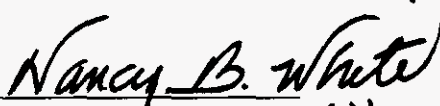
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
Docket No. 980119-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served
by U.S. Mail this 1st day of April, 1998 to the following:

Beth Keating
Legal Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Suzanne Fannon Summerlin, Esq.
1311-B Paul Russell Rd., #201
Tallahassee, Florida 32301
Tel. No. (850) 656-2288
Fax. No. (850) 656-5589


Nancy B. White
Nancy B. White (PW)

ORIGINAL

1 BELL SOUTH TELECOMMUNICATIONS, INC.

2 TESTIMONY OF PATRICK C. FINLEN

3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET NO. 980119-TP

5 APRIL 1, 1998

6

7

8 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
9 BELL SOUTH TELECOMMUNICATIONS, INC. (HEREINAFTER
10 REFERRED TO AS "BELL SOUTH" OR "THE COMPANY").

11

12 A. My name is Patrick C. Finlen. I am employed by BellSouth as a
13 Manager in the Interconnection Services Pricing Department. My
14 business address is 675 West Peachtree Street, Atlanta, Georgia
15 30375.

16

17 Q. PLEASE DESCRIBE YOUR CURRENT RESPONSIBILITIES.

18

19 A. I currently have the responsibilities of negotiating local interconnection
20 contracts with Alternative Local Exchange Companies ("ALECs"), and
21 monitoring BellSouth's compliance with negotiated ALEC contacts.

22

23 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

24

25

Page 1

DOCUMENT NUMBER DATE

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FSSC-REGULATORY REPORTING

1 A. I received a Master of Arts Degree in Public and Private Management
2 in 1994, and a Bachelor of Arts Degree in Accounting in 1985 from
3 Birmingham-Southern College in Birmingham, Alabama. I also have an
4 Associate of Science degree in Data Processing from Jefferson State
5 Junior College in Birmingham, Alabama. I began employment with
6 South Central Bell in 1977, and have held various positions in the
7 Network Operations, Consumer Forecasting, Marketing, and
8 Regulatory Departments before assuming my current responsibilities
9 in the Interconnection Services Pricing organization.
10

11 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?
12

13 A. The purpose of my testimony is to address *Supra Telecommunications*
14 *and Information Systems, Inc.* (hereinafter referred to as "Supra")
15 complaint against BellSouth, and to provide BellSouth's response to
16 *Supra's petition for resolution of disputes as to implementation and*
17 *interpretation of the Interconnection, Resale, and Collocation*
18 *Agreements with BellSouth.* Specifically I will address the following
19 issues:

- 20 • Has BellSouth provided adequate written rules, regulations, codes,
21 instructions, descriptions of procedures, other written materials,
22 technical guidance, and actual support service, or made any
23 modifications of procedures, if necessary, in timely fashion, to
24 permit *Supra* to understand and utilize effectively BellSouth's
25 procedures for billing, ordering, provisioning, installation, repair,

- 1 etc. that are essential to Supra's ability to provide local exchange
2 service on parity with BellSouth?
- 3 • Has BellSouth acted appropriately in its billing of Supra and has
4 Supra timely paid its bills to BellSouth?
 - 5 • Has BellSouth appropriately applied Sections A2.3.8A and A2.3.8B
6 of its General Subscriber Services Tariff to Supra?
 - 7 • Has BellSouth responded appropriately to consumer queries
8 regarding Supra?
 - 9 • What relief, if any, should the Commission order for Supra or
10 BellSouth?

11

12 Q. HAS BELLSOUTH PURSUED A PATTERN OF DISCRIMINATORY
13 AND ANTI-COMPETITIVE ACTION AGAINST SUPRA?

14

15 A. No. BellSouth has never, nor does it ever intend to be discriminatory
16 or anti-competitive against Supra. BellSouth believes that each of its
17 wholesale business partners, of which Supra is one, are important.
18 BellSouth has expended enormous resources to assist each of its
19 interconnection customers in being successful in the local service
20 market place. BellSouth has never based its relationship with a
21 wholesale customer dependent on the size of that customer.

22

23 In order to ensue that our ALEC customers are treated on an equitable
24 basis with our retail end users, all BellSouth managers who have
25 customer service responsibilities or who provide direct support to

1 customer-affecting operations must include a commitment addressing
2 service equity in their performance plans. BellSouth managers are
3 committed to providing excellent and equitable service and their
4 compensation is directly related to how well they meet these
5 commitments.

6
7 In addition to personal performance commitments , executive letters
8 periodically are sent to the employee body stressing the need to not
9 only strive for strong performance in the area of providing the best
10 possible customer service, but our commitment to achieve these
11 objectives through professional, ethical business practices.

12

13 Issue No. 2

14 Q. DOES BELLSOUTH OFFER TRAINING CLASSES THAT PROVIDE
15 THE NECESSARY INFORMATION FOR A NEW ALEC, SUCH AS
16 SUPRA, TO ENTER THE LOCAL EXCHANGE MARKET PLACE?

17

18 A. Yes. BellSouth offers numerous training classes to ALECs to assist
19 them in entering the local exchange market place. The following is a
20 brief list along with course description of some of the training that is
21 available to ALECs:

22

23 CLEC BASIC

24

25

1 CLEC Basic is a 5-day course that covers pre-ordering, ordering,
2 provisioning, billing and maintenance of BellSouth products and
3 services.

4
5 Specific topics include pricing of services, use of the CLEC Ordering
6 Guide, pre-ordering information requirements, use of BellSouth
7 databases, interpreting a Customer Service Record, filling out ordering
8 documents, order entry, the role of the Account Team, the provisioning
9 process for resale services, due date assignments, change and
10 cancellation policies, how each service is billed, maintenance policies
11 and procedures, and overall business procedures.

12

13 OPERATIONS SUPPORT SYSTEMS (OSS)

14 BellSouth offers hands-on OSS training on Local Exchange Navigation
15 System (LENS), Electronic Data Interchange (EDI), and Trouble
16 Administration Facilitation Interface (TAFI).

17

18 LENS provides electronic access to BellSouth databases and systems,
19 enabling ALECs to verify a customer's address, assign a telephone
20 number, determine the services and features available on a specific
21 central office switch, calculate a due date and check customer service
22 records.

23

24 EDI interface is for ordering and provisioning orders for basic residence
25 and business local exchange services, and "switch as is" service.

1 ALECs can access EDI by building an interface to BellSouth's
2 specifications, or by utilizing a third-party software developer.

3
4 TAFI is an interactive system that enables ALEC service
5 representatives to enter trouble reports, modify reports and receive
6 estimated times for repair completion.

7

8 **UNBUNDLED NETWORK ELEMENTS**

9 This is a 2-day class that addresses BellSouth's Unbundled Network
10 Elements (UNEs). The curriculum includes service description, ordering
11 procedures, implementation guidelines and billing and maintenance
12 procedures. Attendees gain knowledge on Network Interface Devices,
13 Unbundled Voice Loops, Unbundled Data Loops and a variety of other
14 Unbundled Network Elements.

15

16 Q. DID SUPRA TAKE ADVANTAGE OF THE ABOVE TRAINING WHICH
17 PROVIDED THE NECESSARY INFORMATION REGARDING
18 BELL SOUTH'S PROCEDURES FOR BILLING, ORDERING,
19 PROVISIONING, INSTALLATION, REPAIR, ETC. SO THAT IT COULD
20 PROVIDE LOCAL EXCHANGE SERVICE ON PARITY WITH
21 BELL SOUTH?

22

23 A. Yes. Supra has taken advantage of several of BellSouth's training
24 classes. In July, 1997 Supra sent an employee to the Local Exchange
25 Navigational System (LENS) class. This employee was to go back to

1 Supra and train others on the use of LENS. Mr. Kay Ramos was also
2 scheduled to attend LENS and TAFI classes during this time frame but
3 declined to attend the classes. Instead, he wished to discuss with the
4 Account Manager the setting up of a "Q" Account for Supra. BellSouth
5 establishes "Q" Accounts for all its CLEC customers. The "Q" Account
6 is nothing more than a master account number to be used for billing
7 purposes (i.e., charges for services rendered by BellSouth to a CLEC
8 will be billed to the master account number). On July 11, 1997 Mr.
9 Ramos met with numerous representatives of BellSouth. These
10 representatives explained to Mr. Ramos the billing options and
11 technology available to Supra. Mr. Ramos also met with the LCSC
12 Customer Manager dedicated to the Supra account. Telephone
13 numbers and the BellSouth Resale Binder diskettes (which consist of
14 ordering guides for Resale, instructions for filing out the LSR, examples
15 of filled out LSRs etc.) were given to Supra at that time.

16
17 In August, 1997 Supra sent three new employees to Birmingham for
18 training on submitting Access Service Requests (ASR). On August 28,
19 1997 these three employees also met with the LCSC Customer
20 Manager dedicated to the Supra account, and a Supervisor in the
21 LCSC who trained them on Local Service Request (LSR) completion
22 and how to keep their orders out of clarification status. These
23 individuals also met with a BellSouth Billing subject matter expert who
24 again explained the billing options available to Supra. Hard copies of

25

1 the CLEC Binder, examples of forms, and "Q" Account numbers were
2 again given out so that Supra could do business with BellSouth.

3

4 Q. HAS BELLSOUTH MET WITH SUPRA AT OTHER TIMES TO
5 DISCUSS HOW BEST BELLSOUTH CAN ASSIST SUPRA IN BEING
6 SUCCESSFUL IN THE LOCAL EXCHANGE BUSINESS?

7

8 A. Yes. In October of 1997, an all day meeting was held with Mr. Ramos
9 and numerous representatives of BellSouth. Besides BellSouth's
10 Account Team for Supra, others in attendance from BellSouth were the
11 LCSC Customer Manager dedicated to the Supra account, Billing
12 experts, and Collocation and Unbundled Network Element subject
13 matter experts. Mr. Ramos was again advised of how BellSouth could
14 help him in his business. Another all day meeting was held in
15 December of 1997 with numerous representatives of BellSouth,
16 including collocation experts who covered with Supra the terms,
17 conditions, and processes for both physical and virtual collocation.
18 This included an in depth review of ordering forms (BSTEI-1 Forms),
19 collocation milestones, and collocation collateral.

20

21 On January 29th of this year BellSouth again met with representatives
22 of Supra to discuss the use of Unbundled Network Elements, and
23 collocation terms, conditions, and processes.

24

25

1 Q. ARE ANNOUNCEMENTS REGARDING CHANGES IN
2 PROCEDURES, SPECIFICATIONS, AND NEW SERVICES READILY
3 AVAILABLE TO SUPRA?
4

5 A. Yes. BellSouth publicizes revisions to existing procedures,
6 specifications, and services as well as new procedures, specifications
7 and services, on the Internet. Exhibit PCF-1 to this testimony shows
8 several pages from the BellSouth Interconnection Service's website
9 showing Customer Announcements, On-line Customer Guides, and
10 Carrier Network Notifications.
11

12 Issue 3.

13 Q. DOES THE INTERCONNECTION AGREEMENT ADDRESS HOW
14 SUPRA IS TO REMIT PAYMENT TO BELLSOUTH FOR SERVICES
15 PROVIDED BY BELLSOUTH?
16

17 A. Yes. Attachment 7 (Exhibit PCF-2) of the Interconnection Agreement
18 states that BellSouth has every right to expect payment for services
19 rendered to Supra in a timely manner. The agreement requires that
20 payments be made to BellSouth by the next bill date and payable in
21 immediately available funds. The agreement further states that if
22 payment is not received by the bill day in the month after the original
23 bill day then BellSouth may provide a written notice to Supra that
24 additional applications for service will be refused and that any pending
25

1 orders for service will not be completed unless payment is received
2 fifteen days after the date of the notice.

3

4 Q. HAS SUPRA ADHERED TO THE REQUIREMENTS OF THE
5 AGREEMENT REGARDING PAYMENT?

6

7 A. No. Supra has repeatedly failed to pay in the manner prescribed by
8 the interconnection agreement. An example of this is that on February
9 18, 1998, after BellSouth left a message on Mr. Ramos's voice mail
10 regarding Supra's account with BellSouth. Mr. Ramos returned our call
11 and advised that Supra would overnight \$70,220.93 on February 24,
12 1998. A check for \$73,138.48 was received from Supra on February
13 26, 1998, however, after checking with the bank BellSouth found out
14 that funds to cover the check were not available. On the 27th of
15 February, BellSouth checked with the bank twice and each time was
16 advised that funds to cover the check were not available. On March 2,
17 1998, the funds were finally available and the check was forwarded to
18 the Payment Remittance Office.

19

20 Issue 4.

21 Q. HAS BELL SOUTH APPROPRIATELY APPLIED SECTIONS A2.3.8A
22 AND A2.3.8B OF ITS GENERAL SUBSCRIBER SERVICE TARIFF TO
23 SUPRA?

24

25

1 A. Yes. BellSouth has appropriately applied sections A2.3.8A and
2 A2.3.8B of its General Subscriber Service Tariff to Supra.

3

4 Q. WHAT ISSUES DO THESE TWO SECTIONS ADDRESS?

5

6 A. These two sections address "Initial Service Periods" for the
7 "Establishment and Furnishing of Service" and state the following:

8

9 A2.3.8A

10 "Unless otherwise specified, the rate for all services offered in this
11 tariff are monthly rates and the initial service period is one month
12 commencing with the date of installation of the service."

13

14 A2.3.8B

15 "For all other services furnished with initial service periods exceeding
16 one month, the applicable initial service period is the number of months
17 indicated in brackets following the basic termination charge listed in
18 that section of this tariff containing the service offered except for those
19 services provided under Plan 1 and Plan 2 in other sections of this
20 Tariff."

21

22 Q. WHAT DOES BELLSOUTH DO WHEN SUPRA SENDS BELLSOUTH
23 AN ORDER SWITCHING AN END USER FROM BELLSOUTH TO
24 SUPRA, SUCH AS A RESALE ORDER?

25

1 A. When BellSouth receives a resale order from Supra, or any other
2 ALEC, the end-user's account is disconnected as a BellSouth
3 customer. The service is then reinstalled with Supra being the
4 customer of record. BellSouth renders a final bill to the former
5 BellSouth end user so that BellSouth can be paid for any services
6 rendered to the customer before that customer leaves BellSouth. The
7 final bill will also include any adjustments for services that have been
8 billed in advance prior to the service being canceled.

9
10 As called for in Section A.2.3.8.A of the General Subscriber Service
11 Tariff, Supra is billed "commencing with the date of installation of the
12 service."

13

14 Q. WHAT BILLING TAKES PLACE IF A CUSTOMER WISHES TO
15 CHANGE FROM SUPRA BACK TO BELL SOUTH OR ANOTHER
16 ALEC?

17

18 A. The end user is reinstated as a BellSouth end user, and as called for in
19 the General Subscriber Service Tariff, is billed in advance for local
20 service beginning on the date the service is installed.

21

22 Supra is rendered a final bill so that BellSouth can be paid for any
23 services previously provided to Supra. If the service was in for less
24 than the "Initial Service Period," then Supra will be billed the "Initial
25 Service Period."

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Q. HAS SUPRA EVER PURCHASED ANY SERVICES WHERE THE INITIAL PERIOD IS GREATER THAN ONE MONTH?

A. No.

Q. SINCE SUPRA HAS NOT PURCHASED ANY BELLSOUTH SERVICES FROM THE GENERAL SERVICE SUBSCRIBER TARIFF WHERE THE INITIAL SERVICE PERIOD IS GREATER THAN ONE MONTH, WHAT SERVICES WOULD SUPRA PURCHASE WHERE SECTION A2.3.8B WOULD BE APPLICABLE?

A. An example of a service that Supra may wish to resale that has an Initial Service Period of more than one month is Native Mode LAN Interconnection (NMLI) Service. This service is described in section A40.3 of the General Subscriber Service Tariff. The minimum service period for this service is 12 months. If Supra resells this service to an end user, and that end user decides they no longer want to use Supra as their local service provider for this service, after say 8 months, Supra is rendered a final bill for the remaining minimum service period of 4 months.

Issue 5.

1 Q. WHAT DOES BELLSOUTH DO WHEN A BELLSOUTH END USER
2 SWITCHES TO ONE OF ITS RETAIL COMPETITORS, SUCH AS
3 SUPRA?

4
5 A. When a BellSouth end user switches to a retail competitor, such as
6 Supra, the appropriate BellSouth retail unit mails a notification letter to
7 the end user advising them that their request to switch local service
8 has been completed and that BellSouth hopes to have the opportunity
9 to serve the customer in the near future. This notification is mailed
10 after the completion of changing the service from BellSouth to that of
11 an ALEC.

12
13 Q. IF A SUPRA END USER CALLS BELLSOUTH TO DISPUTE THEIR
14 SUPRA BILL, DOES BELLSOUTH ADVISE THE END USER THAT
15 THEY DO NOT HAVE TO PAY THEIR SUPRA BILL?

16
17 A. No. The interconnection agreement is very clear on this matter.
18 "BellSouth will not become involved in billing disputes that may arise
19 between Supra Telecommunications and Information Systems, Inc. and
20 its customer." (Attachment 7, Paragraph 1.3)

21
22 If an end user contacts BellSouth regarding their bill from another local
23 service provider, BellSouth's customer contact personnel advises the
24 customer that they need to contact the entity that has sent the bill.
25 BellSouth's customer contact personnel never advise an end user to

1 not pay their bill. However, BellSouth's customer contact personnel
2 will advise an end user to call the Public Service Commission if the end
3 user has a complaint against their local service provider, such as when
4 the end user is switched without authorization (i.e., "slammed").

5

6 Q. DOES BELLSOUTH ADVISE END USER CUSTOMERS THAT IF
7 THEY USE SUPRA OR ANY OTHER ALEC FOR THEIR LOCAL
8 SERVICE THAT THEY LOSE THEIR OPPORTUNITY TO ADVERTISE
9 IN THE YELLOW PAGES OR LOSE ACCESS TO THE INTERNET?

10

11 A. No. Employees of BellSouth Telecommunications do not advise any,
12 either ALEC s or BellSouth's end users on advertising in the yellow
13 pages. End users wishing to advertise in the yellow pages need only
14 contact BellSouth Advertising and Publishing Company (BAPCO) to
15 sign up for advertising in the yellow pages. Like BellSouth
16 Telecommunications, BAPCO is a subsidiary of BellSouth Corporation.
17 These are two separate entities.

18

19 BellSouth does not nor has ever advised an end user that they would
20 lose access to the Internet if they were to switch their service from
21 BellSouth to an ALEC. With the incalculable number of ways to access
22 the Internet, this allegation is preposterous.

23

24 Q. HAVE THERE BEEN SPECIFIC SITUATIONS WHERE CUSTOMERS
25 HAVE CONTACTED BELLSOUTH REGARDING SUPRA?

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A. Yes. At one point in time Supra even implied to end users that it was in partnership with BellSouth and was using BellSouth's name and trademarks when presenting itself to end users.

As can be seen in the attached October 6, 1997 letter (Exhibit PCF-3) from R. J. Campbell, Vice President - Marketing, Supra admitted to using BellSouth's name and/or trademarks "in negotiations with existing or potential Supra customers." Supra agreed to "use terms such as local service provider, total exchange carrier etc."

The other situation in which Supra's name arose is in conversations between BellSouth and end users, when end users called BellSouth to complain that their service was switched without authorization.

Issue 6

Q. SHOULD THE COMMISSION GRANT THE EMERGENCY RELIEF THAT IS BEING SOUGHT BY SUPRA?

A. No. Supra is simply asking for preferential treatment in how it should pay its bills to BellSouth. As stated previously BellSouth has every right to expect payment for services rendered to Supra in a timely manner. The Interconnection Agreement requires that payments be made to BellSouth by the next bill date and payable in immediately available funds. The agreement further states that if payment is not

1 received by the bill day in the month after the original bill day then
2 BellSouth may provide a written notice to Supra that additional
3 applications for service will be refused and that any pending orders for
4 service will not be completed unless payment is received fifteen days
5 after the date of the notice. Supra has repeatedly failed to pay in the
6 manner prescribed by the interconnection agreement.

7

8 Supra's request that a BellSouth staff member be assigned to Supra is
9 totally unnecessary. As I have stated previously there is already a
10 LCSC Customer Manager responsible for the Supra account, along
11 with an Account Executive.

12

13 Q. WHAT RELIEF SHOULD THE COMMISSION ORDER FOR
14 BELLSOUTH?

15

16 A. The Commission should order Supra to begin paying its bills on time.
17 Supra's method of paying its bills late and with instruments where
18 funds are not "immediately available" is both unacceptable and in
19 violation of the Interconnection Agreement. If Supra is allowed to
20 continue paying in this manner, then Supra is in essence gaining an
21 unfair advantage over its competitors who are paying their bills on time.

22

23 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

24

25 A. Yes.



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BellSouth Telecommunications, Inc.

FPSC Docket No. 980199-TP

Site Map

April 1, 1998

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BELLSOUTH INTERCONNECTION SERVICES

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CARRIER NOTIFICATION LETTERS

- **CARRIER NETWORK NOTIFICATION LETTERS - FULL LISTING 1997**
- **CARRIER NETWORK NOTIFICATION LETTERS - FULL LISTING 1998**
- **TARIFF NOTIFICATIONS**
- **CUSTOMER LETTERS/ANNOUNCEMENTS**

Carrier Network Notifications (Recent Activity List)

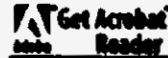
Other Notification Lists

[1998 Carrier Network Notifications](#) -- Complete listing of 1998 network notification

[1997 Carrier Network Notifications](#) -- Complete listing of 1997 network notification

[Customer Letters / Announcements](#) -- Announcements of interest to our customers

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Updated! Version 3.0

Notice	Date	Title
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Information Packages**Resale Interconnection Services**

Information on resale telecommunications services including specific complex services, Payphone Access Line / SmartLine® Services, and operator services

Sep. 1997

Issue 1

TBD

Facility-Based Providers

Market descriptions for Unbundled Network Elements (UNEs)

Sep. 1997

Issue 1

TBD

Messaging Services Reseller

Reference guide for resellers of BellSouth MemoryCall® service

Feb 13, 1998

Issue E

May 1998

Work Aids**Local Exchange Navigation System (LENS) Work Aid**

Work aid for revisions and updates that have been incorporated into LENS via Release 2.0.

Mar 16, 1998

Release 1

TBD

Other Guides and Manuals**CLEC USOC Manual**

Complete listing of non-proprietary USOC codes and related service descriptions

Jan 19, 1998

Jan 14, 1998

Apr 1998

Wireless Customer Guide

Reference source that provides guidelines on how interconnection services can be ordered with BellSouth.

Mar 18, 1998

Issue 3

TBD

1. A summary of revisions is included in each guide.
2. Archived issues of selected guides are available in .pdf format at [this page](#).
3. To purchase paper copies of any of these guides, please print and fax the [ordering form](#) or call 1-888-404-9899.


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	<u>Date Posted</u>	<u>Issue #1</u>	<u>Next Issue</u>
CLEC Starter Kits			
<u>Resale CLEC Starter Kit</u> <i>General information for new resale CLEC customers</i>	Feb 3, 1998	Issue 2	Apr 1998
<u>Facility-Based CLEC Starter Kit</u> <i>General information for new facility-based CLEC customers</i>	Feb 3, 1998	Issue 2	Apr 1998
BellSouth Ordering Guide for CLECs <i>Information on business procedures, pre-ordering functions, and procedures for submitting manual service requests</i>	Mar 18, 1998	Issue 2a	TBD
Local Exchange Ordering (LEO) Implementation Guide			
<u>LEO Implementation Guide (Volume 1)</u> <i>Mappings for electronic ordering of products and services</i>	Oct, 1997	Issue 4	Jun 1998
<u>LEO Implementation Guide (Volume 2)</u> <i>Product and service descriptions – available in .pdf format only on the pdf page</i>	Mar 3, 1998	Issue 5	Jun 1998
<u>LEO Implementation Guide (Volume 3)</u> <i>Descriptions and ordering requirements for Unbundled Network Elements (UNEs)</i>	Feb 3, 1998	Issue 3	Jun 1998
OSS Guides			
<u>Local Exchange Navigation System (LENS) User Guide</u> <i>End user reference guide for the Local Exchange Navigation System (LENS). Also see Work Aid</i>	Mar 3, 1998	Issue 4	Jun 1998
<u>CLEC TAFI End-User Training Guide</u> <i>End user training and reference guide for the Trouble Analysis and Facilitation Interface (TAFI)</i>	Feb 3, 1998	Issue 5	Jun 1998

**BELLSOUTH INTERCONNECTION SERVICES****HOME ABOUT US MARKETS PRODUCTS SERVICES NEWS**• **CUSTOMER LETTERS/ANNOUNCEMENTS****Customer Letters / Announcements**

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Date	Title
Mar 12, 1998	<u>Access to CGI Specifications, TAFI Specifications</u>
Mar 06, 1998	<u>Access to SOER Edits</u>
Feb 23, 1998	<u>API Overview and Requirements Focus Meeting (Update)</u>
Feb 23, 1998	<u>Release 2.0 of LENS and EDI</u>
Feb 16, 1998	<u>API Overview and Requirements Focus Meeting</u>
Feb 13, 1998	<u>Exchange Access Frame Relay NNI Installation Promotion</u>
Feb 10, 1998	<u>LENS Enhancement – Telephone Number Default Reservation Period</u>
Feb 10, 1998	<u>Product Enhancement Announcement – Customer Reconfiguration Graphical User Interface</u>
Feb 10, 1998	<u>Carrier Sales Training Program Introduction – Special Access Product Line</u>
Jan 19, 1998	<u>A New Inquiry Option to the Local Exchange Navigation System (LENS)</u>
Jan 16, 1998	<u>Industry Conference Call Regarding Relief of Louisiana's 504 NPA</u>
Dec 23, 1997	<u>Changes in the BellSouth Ordering Guide for CLECs</u>
Dec 22, 1997	<u>January 6, 1998 Enhancements to the Local Exchange Navigation System (LENS)</u>
Dec 17, 1997	<u>Enhancements for the BellSouth SPA Dedicated Ring Product and SWA Area Commitment Plan</u>
Dec 10, 1997	<u>New Area Code 678 in Atlanta, GA</u>
Nov 18, 1997	<u>Industry Meeting for Relief of Kentucky's 502 NPA</u>
Oct 31, 1997	<u>LENS "Feature & Services" Screen Enhancement – November 3, 1997</u>
Sep 22, 1997	<u>Encore Electronic Interface Release 1</u>
Sep 07, 1997	<u>LENS Resale Orders</u>

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<u>SN91081299</u>	Mar 13, 1998	Wilmington, NC. Fourth Street Central Office DMS-100/200 Conversion Schedule Alert
<u>SN91081300</u>	Mar 10, 1998	Expedited (Preferred Interexchange Carrier) PIC Switchback Charges
<u>SN91081294</u>	Mar 04, 1998	June 15, 1998 Replacement of E911 Tandem in Atlanta-Metro Area
<u>SN91081291</u>	Feb 19, 1998	Billing Option Change for Citizens Telephone Company in North Carolina
<u>SN91081290</u>	Feb 11, 1998	Billing Option Change for Thacker-Grigsby in Kentucky
<u>SN91081286</u>	Feb 10, 1998	Customer Account Record Exchange (CARE) File Re-transmission Charge
<u>SN91081275</u>	Feb 06, 1998	Billing Option Change for Telpax (Delta and Franklin) in Mississippi
<u>SN91081274</u>	Feb 06, 1998	Billing Option Change for Ardmore Telephone Company (0280/4000) in Alabama & Tennessee
<u>SN91081273</u>	Feb 06, 1998	Billing Option Change for Yorkville Telephone Company (0584) in Tennessee
<u>SN91081272</u>	Feb 06, 1998	Billing Option Change for Logan (0413) and Duo County (0401) Telephone Companies in Kentucky
<u>SN91081270</u>	Feb 06, 1998	Billing Option Change for South Central Rural Telephone Company (0418) in Kentucky
<u>SN91081261</u>	Feb 06, 1998	Billing Option Change for Century Telephone Enterprises (TN, MS, LA)
<u>SN91081255</u>	Feb 06, 1998	Billing Option Change for Highland Telephone Company (0565) in Tennessee
<u>SN91081254</u>	Feb 06, 1998	Billing Option Change for North Central Telephone Company (0573/4001) in Tennessee and Kentucky
<u>SN91081285</u>	Jan 16, 1998	Processing Change for Incomplete/Inaccurate Access Service Requests
<u>SN91081284</u>	Jan 16, 1998	Acceptance Testing Procedures Trial
<u>SN91081276</u>	Jan 13, 1998	Electronic Communications Changes
<u>SN91081244</u>	Jan 08, 1998	4/1/98 Rehome of 25 End Offices from ATLNABU01T Access Tandem to ATLNABEP01T Access Tandem
<u>SN91081282</u>	Jan 02, 1998	DMS-100 Switch Problems Associated with the 678 Area Code Overlay
<u>SN91081281</u>	Dec 23, 1997	InterConnection Reference Customer Validation (ICREF)
<u>SN91081280</u>	Dec 23, 1997	BellSouth Guidelines for Transmission of CARE Copy Records
<u>SN91081279</u>	Dec 23, 1997	Billing Option Change for New Hope (EC 0308) and Union Springs (EC 0322) Telephone Companies in Alabama
<u>SN91081268</u>	Dec 23, 1997	BellSouth CARE Notification for North Carolina NPA Split
<u>SN91081277</u>	Dec 17, 1997	BellSouth Ordering Guide Improvements

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Billing

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BILLING

1. Payment and Billing Arrangements

1.1 Billing. Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Supra Telecommunications and Information Systems, Inc. requests.

1.2 Master Account. For resold services, when the initial service is ordered by Supra Telecommunications and Information Systems, Inc., BellSouth will establish an accounts receivable master account for Supra Telecommunications and Information Systems, Inc.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of Supra Telecommunications and Information Systems, Inc. Supra Telecommunications and Information Systems, Inc. shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Supra Telecommunications and Information Systems, Inc. from Supra Telecommunications and Information Systems, Inc.'s customer. BellSouth will not become involved in billing disputes that may arise between Supra Telecommunications and Information Systems, Inc. and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 3.6, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from Supra Telecommunications and Information Systems, Inc., the total amount billed to Supra Telecommunications and Information Systems, Inc. will not include any taxes due from the end user. Supra Telecommunications

and Information Systems, Inc. will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

- 1.6 Miscellaneous. As the customer of record for resold services, Supra Telecommunications and Information Systems, Inc. will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- 1.7 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.
- 1.8 Access Charges for Resellers. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Supra Telecommunications and Information Systems, Inc.
- 1.9 End User Common Line Charge for Resellers. Pursuant to 47 CFR Section 51.617, BellSouth will bill Supra Telecommunications and Information Systems, Inc. end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.10 Discontinuing Service to Supra Telecommunications and Information Systems, Inc. The procedures for discontinuing service to Supra Telecommunications and Information Systems, Inc. are as follows:
- 1.10.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Supra Telecommunications and Information Systems, Inc. of the rules and regulations contained in BellSouth's tariffs.
- 1.10.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Supra Telecommunications and Information Systems, Inc. that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth

day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and Supra Telecommunications and Information Systems, Inc.'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

- 1.10.3 If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
- 1.10.4 If Supra Telecommunications and Information Systems, Inc. fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by Supra Telecommunications and Information Systems, Inc. to receive notices of noncompliance, discontinue the provision of existing services to Supra Telecommunications and Information Systems, Inc. at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Supra Telecommunications and Information Systems, Inc.'s noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Supra Telecommunications and Information Systems, Inc. without further notice.
- 1.10.5 If payment is not received or arrangements made for payment by the date given in the written notification, Supra Telecommunications and Information Systems, Inc.'s services will be discontinued. Upon discontinuance of service on Supra Telecommunications and Information Systems, Inc.'s account, service to the Supra Telecommunications and Information Systems, Inc.'s end users will be denied. BellSouth will reestablish service at the request of the end user or Supra Telecommunications and Information Systems, Inc. upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Supra Telecommunications and Information Systems, Inc. is solely responsible for notifying the end user of the proposed service disconnection.
- 1.10.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

- 1.11 Deposit Policy. When purchasing services from BellSouth, Supra Telecommunications and Information Systems, Inc. may be required to provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of an irrevocable Letter of Credit or in its sole discretion some other form of security acceptable to the Company. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security.
2. RAO Hosting
- 2.1 RAO Hosting, CATS and NICS services provided to Supra Telecommunications and Information Systems, Inc. by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 2.2 Supra Telecommunications and Information Systems, Inc. shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 2.3 Applicable compensation amounts will be billed by BellSouth to Supra Telecommunications and Information Systems, Inc. on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 2.4 Supra Telecommunications and Information Systems, Inc. must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from Supra Telecommunications and Information Systems, Inc. to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of Supra Telecommunications and Information Systems, Inc. and will coordinate all associated conversion activities.

- 2.5 BellSouth will receive messages from Supra Telecommunications and Information Systems, Inc. that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.6 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from Supra Telecommunications and Information Systems, Inc.
- 2.7 All data received from Supra Telecommunications and Information Systems, Inc. that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 2.8 All data received from Supra Telecommunications and Information Systems, Inc. that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Supra Telecommunications and Information Systems, Inc. and will forward them to Supra Telecommunications and Information Systems, Inc. on a daily basis.
- 2.10 Transmission of message data between BellSouth and Supra Telecommunications and Information Systems, Inc. will be via electronic data transmission.
- 2.11 All messages and related data exchanged between BellSouth and Supra Telecommunications and Information Systems, Inc. will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.12 Supra Telecommunications and Information Systems, Inc. will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.13 Should it become necessary for Supra Telecommunications and Information Systems, Inc. to send data to BellSouth more than sixty (60) days past the message date(s), Supra Telecommunications and

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Information Systems, Inc. will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Supra Telecommunications and Information Systems, Inc. to notify all affected Parties.

- 2.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Supra Telecommunications and Information Systems, Inc.) identified and agreed to, the company responsible for creating the data (BellSouth or Supra Telecommunications and Information Systems, Inc.) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 2.15 Should an error be detected by the EMR format edits performed by BellSouth on data received from Supra Telecommunications and Information Systems, Inc., the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Supra Telecommunications and Information Systems, Inc. of the error condition. Supra Telecommunications and Information Systems, Inc. will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Supra Telecommunications and Information Systems, Inc. will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.16 In association with message distribution service, BellSouth will provide Supra Telecommunications and Information Systems, Inc. with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 2.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
- 2.18 RAO Compensation

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- 2.18.1 For message distribution service provided by BellSouth for Supra Telecommunications and Information Systems, Inc. , BellSouth shall receive the following as compensation:

Rate Per Message \$0.004

- 2.18.2 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message \$0.001

- 2.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Supra Telecommunications and Information Systems, Inc. for the purpose of data transmission. Where a dedicated line is required, Supra Telecommunications and Information Systems, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecommunications and Information Systems, Inc. will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecommunications and Information Systems, Inc. . Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecommunications and Information Systems, Inc. will be the responsibility of Supra Telecommunications and Information Systems, Inc. . Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

- 2.18.4 All equipment, including modems and software, that is required on the Supra Telecommunications and Information Systems, Inc. end for the purpose of data transmission will be the responsibility of Supra Telecommunications and Information Systems, Inc. .

2.19 Intercompany Settlements Messages

- 2.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Supra Telecommunications and Information Systems, Inc. as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between

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Supra Telecommunications and Information Systems, Inc. and the involved company(ies).

- 2.19.2 Both traffic that originates outside the BellSouth region by Supra Telecommunications and Information Systems, Inc. and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Supra Telecommunications and Information Systems, Inc. , is covered by this Agreement.
- 2.19.3 Once Supra Telecommunications and Information Systems, Inc. is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system when it is implemented. Should Supra Telecommunications and Information Systems, Inc. operate within the BellSouth region prior to the implementation of NICS, in-region revenues will not be settled until the implementation of NICS. Should this time period exceed six (6) months, BellSouth and Supra Telecommunications and Information Systems, Inc. agree to negotiate an alternate form of settlement for these revenues.
- 2.19.4 Upon implementation of NICs, this Section shall be amended to include intra-region settlements as appropriate.
- 2.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of Supra Telecommunications and Information Systems, Inc. . BellSouth will distribute copies of these reports to Supra Telecommunications and Information Systems, Inc. on a monthly basis.
- 2.19.6 BellSouth will collect the revenue earned by Supra Telecommunications and Information Systems, Inc. from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Supra Telecommunications and Information Systems, Inc. . BellSouth will remit the revenue billed by Supra Telecommunications and Information Systems, Inc. to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Supra Telecommunications and Information Systems, Inc. . These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Supra Telecommunications and Information Systems, Inc. via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Supra Telecommunications and Information Systems, Inc. agree that monthly netted amounts of less than ten dollars (\$10.00) will not be settled.

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3. Daily Usage File

3.1 Upon request from Supra Telecommunications and Information Systems, Inc., BellSouth will provide Daily Usage File service to Supra Telecommunications and Information Systems, Inc. pursuant to the rates, terms and conditions set forth in this section.

3.2 The Supra Telecommunications and Information Systems, Inc. shall furnish all relevant information required by BellSouth for the provision of the Daily Usage File.

3.3 The Daily Usage Feed will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to an Supra Telecommunications and Information Systems, Inc. customer. The Daily Usage Feed also includes operator handled calls originating from Supra Telecommunications and Information Systems, Inc. subscriber lines and purchasing Operator Services from BellSouth.

Daily Usage Feed is provided pursuant to the following rates:

\$0.008 per message - Recording Service (only applied to unbundled operator services messages)

\$0.004 per message - Message Distribution

\$0.001 per message - Data Transmission

Charges for delivery of the Daily Usage Feed will appear on the Supra Telecommunications and Information Systems, Inc.'s monthly bills.

3.4 The Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

3.5 Messages that error in the billing system of the Supra Telecommunications and Information Systems, Inc. will be the responsibility of the Supra Telecommunications and Information Systems, Inc. If, however, the Supra Telecommunications and Information Systems, Inc. should encounter significant volumes of errored messages that prevent processing by the Supra Telecommunications and Information Systems, Inc. within its systems, BellSouth will work with the Supra Telecommunications and Information Systems, Inc. to determine the source of the errors and the appropriate resolution.

3.6 The following specifications shall apply to the Daily Usage Feed.

3.6.1 USAGE TO BE TRANSMITTED

3.6.1.1 The following messages recorded by BellSouth will be transmitted to the OLEC:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable intraLATA Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service

3.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

3.6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to the OLEC.

3.6.1.4 In the event that the OLEC detects a duplicate on ODUF they receive from BellSouth, the OLEC will drop the duplicate message (OLEC will not return the duplicate to BellSouth).

3.6.2 PHYSICAL FILE CHARACTERISTICS

3.6.2.1 Daily Usage Feed will be distributed to Supra Telecommunications and Information Systems, Inc. via a contractually agreed medium with CONNECT:Direct being the preferred transport method. If methods other than CONNECT:Direct are negotiated there may be nominal additional charges to cover costs associated with the delivery method (e.g. postage, handling, tape, etc.). The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMR format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be one dataset per BellSouth RAO (12 total). The Daily Usage Feed will contain packed data as detailed on the next page.

3.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ALEX-1 for the purpose of data transmission. Where a dedicated line is required, Supra Telecommunications and Information Systems, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecommunications and Information Systems, Inc. will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecommunications and Information Systems, Inc. . Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecommunications and Information Systems, Inc. will be the responsibility of Supra Telecommunications and Information Systems, Inc. . Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Supra Telecommunications and Information Systems, Inc. end for the purpose of data transmission will be the responsibility of Supra Telecommunications and Information Systems, Inc. .

3.6.3 PACKING SPECIFICATIONS

3.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

3.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Supra Telecommunications and Information Systems, Inc. which BellSouth RAO that is sending the message. BellSouth and Supra Telecommunications and Information Systems, Inc. will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Supra Telecommunications and Information Systems, Inc. and resend the data as appropriate.

The data will be packed using a Bellcore EMR 202001 Pack Header and a 202002 Pack Trailer with the fields populated as follows:

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Pack Header Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	01
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-39	Spaces (BellCore reserved space)
OCN	40-43	
Local Company Use	44-46	Spaces
Reserved	47-117	Spaces (BellCore reserved space)
Time Created - Hour	118-119	00-24
Time Created - Minutes	120-121	00-60
Filler	122	Spaces (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-179	Spaces (BellCore reserved space)

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Pack Trailer Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	02
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-100	Spaces (BellCore reserved space)
Grand Total Revenue	101-110	9(8).99
Grand Total Record Count	111-117	numeric
Reserved	118-121	Spaces (BellCore reserved space)
Filler	122	Space (Data not applicable)
Reserved	123-128	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	129-175	Spaces (BellCore reserved space)

3.6.4 PACK REJECTION

3.6.4.1 Supra Telecommunications and Information Systems, Inc. will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard Bellcore EMR Error Codes will be used. Supra Telecommunications and Information Systems, Inc. will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Supra Telecommunications and Information Systems, Inc. by BellSouth.

3.6.5 CONTROL DATA

Supra Telecommunications and Information Systems, Inc. will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Supra Telecommunications and Information Systems, Inc. received the pack and the acceptance or rejection of the pack. Error Code(s) will be populated in the Error Code fields (using standard Bellcore EMR error codes) for packs that were rejected by Supra Telecommunications and Information Systems, Inc. for reasons stated in the above section. The confirmation record layout shall be as set forth below.

DAILY USAGE FEED CONFIRMATION RECORD (RIPC03)

Field Name	Field Position	Field Length	
Category	01-02	x(2)	RI
Group	03-04	x(2)	PC
Record Type	05-06	x(2)	03
Date Created - Year	07-08	9(2)	
Date Created - Month	09-10	9(2)	
Date Created - Day	11-12	9(2)	
Invoice Number	13-14	9(2)	
filler	15-16	9(2)	
From RAO	17-19	9(3)	
Send To RAO	20-22	9(3)	
Billing RAO	23-25	9(3)	
Operating Company Number	26-29	9(4)	
filler	30-36	9(36)	
Total Sent Messages	66-72	9(7)	
Total Sent Revenue	73-82	9(8).99	
Number of Accepted Messages	83-89	9(7)	

Amount of Accepted Revenue	90-99	9(8).99
filler	100	9(1)
Number of Rejected Messages	101-107	9(7)
Amount of Rejected Revenue	108-117	9(8).99
filler	118-137	9(20)
Pack Status Code	138-139	9(2)
Return Code 1	140-141	x(2)
Return Code 2	142-143	x(2)
Return Code 3	144-145	x(2)
Return Code 4	146-147	x(2)
Return Code 5	148-149	x(2)
Return Code 6	150-151	x(2)
Return Code 7	152-153	x(2)
Return Code 8	154-155	x(2)
Return Code 9	156-157	x(2)
Return code 10	158-159	x(2)
filler	160-175	x(16)

3.6.6 TESTING

3.6.6.1 BellSouth will perform external testing with Supra-Telecommunications and Information Systems, Inc. prior to entering a "production" mode. The number of tests, test dataset name, test data content, and test schedule will be mutually agreed upon by BellSouth and Supra Telecommunications and Information Systems, Inc. during the detail negotiations process. Test data shall be transported using the same medium that will be used in a production mode (if possible).

10/18/97



Supra Telecom & Information Systems, Inc.

Phone: (305) 443 - 3710

Fax: (305) 443 - 1078

P.O. Box 1441221

Coral Gables, FL 33134-4122

WWW & Email:

www.supratelecoms.com

sales@supratelecoms.com

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Ga. 30375-0001
Attn: Mary Jo Peed, General Attorney

October 6, 1997

Dear Ms. Peed,

This letter is confirmation of our telephone conversation this morning concerning Supra Telecoms and Information Systems, Inc. improper marketing activity.

Supra is taking the following steps to comply with your request:

- Supra will do nothing to imply that it is in partnership with, is affiliated with, sponsored or endorsed by Bell South or any of its affiliates.
- Supra will not use BellSouth's name and/or trademarks in any materials including promotional literature, stationary, etc. Supra will immediately destroy materials with BellSouth's name or marks.
- Use of the BellSouth name and/or trademarks will be removed from the Supra Website effective immediately. The Website has been currently rendered inaccessible until the changes are made.
- Employees of Supra will no longer use the BellSouth name in negotiations with existing or potential Supra customers, but instead will use terms such as local service provider, local exchange carrier, etc. This will be accomplished through thorough training and constant supervision by management.
- Supra will make every effort to insure compliance with Article IV - E of its agreement with BellSouth.
- Supra is currently interviewing outside verification firms whose task it will be to verify that customers have given authorization to switch their local service to Supra. During the interview process, Supra will insure that the firm they retain is fully aware of, and complies with F.C.C. procedures regarding the switching of carriers. In the interim, Supra will mail or fax a letter of authorization to the potential customer, and upon receipt of the signed LOA, will issue the order to switch the service. Supra will also do its own in-house telephone verification and send a welcome letter once the customer has given verbal agreement for the switch.
- Regarding Yellow Page Advertising discounts, Supra will inform those customers that were offered Yellow Page Advertising discounts, in writing, that the discounts do not apply and, further, any monies collected from those customers will be refunded.
- Pending orders resident in the LCSC are not to be processed until such time as Supra has re-contacted those customers to obtain Letters of Authorization. Once the signed LOA's have been received, the orders will be released.

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305-443-1878

305 443 1878

SLPRA TELECOMS&INFO

BellSouth Telecommunications, Inc.

FPSC Docket No. 960199-TP

Exhibit PCF-3

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I hope that the above actions meet your requirements. We obviously are interested in continuing our business in full compliance with our agreement and hope that every step can be taken to get us back on-line and into the order processing flow as quickly as possible. If there is anything else you need please call me.

Sincerely,



R.J. Campbell
Vice-President- Marketing