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SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

DIRECT TESTIMONY OF OLUKAYODE A. RAMOS
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 980800-TP

September 10, 1998

Q. PLEASE STATE YOUR NAME AND ADDRESS.

A. My name is Olukayode A. Ramos. My business address is 2620 SW 27th Avenue,
Miami, Florida 33133.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am Chairman and CEO of Supra Telecommunications & Information Systems, Inc.
("Supra").

Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?

A. As CEO of Supra, I am responsible for all aspects of Supra's operations and financial
performance. Managers under my direct supervision provide me operational results on
a daily basis of BellSouth's performance on all aspects of Supra's Collocation
Agreement, Resale, and Interconnection Agreements with BellSouth.

Q. HAVE YOU TESTIFIED BEFORE THIS COMMISSION PREVIOUSLY?

A. Yes. I have testified before this Commission before.

Q. IN WHAT DOCKET(S) HAVE YOU PREVIOUSLY TESTIFIED?

A. I testified in Docket No. 980119-TP, Complaint of Supra Telecommunications &

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FPSC-RECORDS/REPORTING

1 Information Systems, Inc. Against BellSouth Telecommunications, Inc.

2

3 Q. WHY DOES SUPRA WANT TO COMPETE IN THE LOCAL EXCHANGE
4 TELECOMMUNICATIONS SERVICES MARKET?

5 A. Supra views the local loop as the key to all forms of telecommunications service. It is
6 Supra's desire to bring the benefits of the Telecommunications Act of 1996 ("TA") in the
7 form of lower prices for an innovative variety of telecommunications services to all
8 Florida telephone subscribers. Competition in the local loop is the key to any form of
9 competition in the telecommunications industry. All telecommunications service
10 providers including long distance, wireless, information service providers, competitive
11 access providers, and advanced services providers, depend on the local loop for their
12 existence. Supra will provide true competition with BellSouth if the Florida Public
13 Service Commission (FPSC) will make the critical decisions necessary to make such
14 competition possible.

15

16 Q. WERE YOU PERSONALLY INVOLVED IN THE EXECUTION OF THE
17 COLLOCATION, RESALE AND INTERCONNECTION AGREEMENTS BETWEEN
18 SUPRA AND BELLSOUTH?

19 A. Yes, I was personally involved with the execution of the collocation, resale, and
20 interconnection agreements Supra has entered into with BellSouth.

21

22 Q. WHY HAS SUPRA FILED ITS PETITION FOR EMERGENCY RELIEF AGAINST
23 BELLSOUTH?

24 A. Supra has filed its Petition for Emergency Relief Against BellSouth because of the
25 ongoing difficulties Supra has experienced in its effort to physically collocate in

1 BellSouth's central offices. Supra grudgingly signed the Collocation Agreement with
2 BellSouth in July 1997 based on the representations of BellSouth's employees that this
3 was the standard agreement and that there would be little, if any, possibility for Supra to
4 change the agreement. Supra expressly disavows the following language contained in
5 the Collocation Agreement in Section XXII which states:

6 **REVIEW OF AGREEMENT**

7 ***The Parties acknowledge that each has had an***
8 ***opportunity to review and negotiate this***
9 ***Agreement and has executed this Agreement after***
10 ***such review and negotiation. The Parties further***
11 ***agree that this agreement shall be deemed to***
12 ***have been drafted by both BellSouth and***
13 ***Interconnector and the terms and conditions***
14 ***contained herein shall not be construed any more***
15 ***strictly against one party or the other.***

16 The above referenced paragraph is clearly not the case as regards Supra and is simply
17 indicative of the unequal bargaining power between BellSouth and alternative local
18 exchange carriers (ALECs) such as Supra.

19 BellSouth has failed to abide by the terms and conditions of the Collocation
20 Agreement, the Telecommunications Act, and the Code of Federal Regulations such
21 that Supra has been severely hampered in its efforts to provide alternative local
22 exchange service, long distance service and advanced services to the point of being
23 practically put out of business.

24 On May 2, 1998, Supra submitted four applications for physical collocation in
25 BellSouth's North Dade Golden Glades, Miami Palmetto, West Palm Beach Gardens,

1 and Orlando Magnolia central offices pursuant to its Collocation Agreement with
2 BellSouth. On May 6, 1998, BellSouth responded to these applications via e-mail from
3 Ms. Nancy Nelson (attached hereto as exhibit OAR-1), stating that there were
4 informational deficiencies in the application for the Orlando Magnolia central office and
5 that for the other three applications, North Dade Golden Glades, Miami Palmetto, and
6 West Palm Beach Gardens, BellSouth did not have space available for physical
7 collocation. Supra requested an explanation from BellSouth as to why there was no
8 space available in those offices and Supra was told that BellSouth has exemptions
9 granted for waiver of physical collocation by the FPSC. Supra immediately contacted
10 the FPSC to inquire when such waivers were granted by the FPSC. The FPSC informed
11 Supra that there were no waivers granted to BellSouth. Supra contacted BellSouth with
12 our finding from the FPSC and BellSouth said they would look into the matter further.
13 Supra expected an immediate and truthful explanation as to why BellSouth had chosen
14 not to grant those requests, however BellSouth did not provide such an explanation. It
15 was at that point that Supra wrote a letter addressed to Ms. Maryrose Sirianni of the
16 FPSC requesting assistance in resolving this issue with BellSouth. A copy of the letter
17 is attached as exhibit OAR-2. A few days later, Ms. Sirianni informed Supra that she
18 had contacted BellSouth on the issue and that BellSouth had not modified its position.
19 She advised that Supra work things out with BellSouth. Consequently, I went to meet
20 with BellSouth on June 8, 1998, in Birmingham, Alabama, to ask BellSouth one more
21 time to reconsider its stand on the issue. Mr. Marcus Cathey promised to take up the
22 issue with his superiors in BellSouth. Subsequently, BellSouth sent a letter from Mr.
23 Cathey dated June 18, 1998, in which he indicated that floor space for physical
24 collocation is unavailable in the North Dade Golden Glades and West Palm Beach
25 Gardens central offices. A copy of the letter is attached as exhibit OAR-3. The basis for

1 BellSouth's rejection of these applications as stated in that letter is:

2 ***BellSouth filed a petition for waiver for exemption of the***
3 ***requirement of physical collocation with the Federal***
4 ***Communications Commission (FCC) for the North***
5 ***Golden Glades central office on February 16, 1993, and***
6 ***for the West Palm Beach central office on November 18,***
7 ***1993. BellSouth was granted the exemption waiver from***
8 ***the requirement of physical collocation for these***
9 ***locations by the FCC's Memorandum Opinion and Orders***
10 ***released June 9, 1993 and June 14, 1994, respectively.***

11 It was completely inappropriate for BellSouth to deny Supra physical collocation on the
12 basis of an order issued by the FCC prior to the passage of the Telecommunications
13 Act. BellSouth provided this response knowing full well that the Telecommunications
14 Act requires that any incumbent local exchange carrier (ILEC) that denies physical
15 collocation on the basis of lack of space must make a showing before the state
16 commission and obtain an exemption from this requirement to provide physical
17 collocation from the state commission. Further, any waiver granted by the FCC for
18 BellSouth in 1993 and 1994 for these locations would have been based upon the
19 condition of these central offices as they existed in 1993, approximately five years ago.
20 Certainly, improvements in technology and the passage of time have altered the layout
21 of these central offices. Moreover, recent tours of the North Dade Golden Glades and
22 West Palm Beach Gardens offices by Supra and the Commission staff on July 24, 1998,
23 clearly reflect unused space that could easily accommodate Supra's requests without
24 even inconveniencing BellSouth. Clearly a present day walk-through is far superior to a
25 five-year old assessment which no longer has any relevance. BellSouth was clearly

1 aware that any exemptions granted by the FCC prior to the passage of the TA were not
2 relevant to Supra's requests for physical collocation. BellSouth had not even filed a
3 Petition for Waiver of the physical collocation requirement with the Florida Public
4 Service Commission prior to Supra's requests. BellSouth had no legally supportable
5 basis for denying Supra's requests for physical collocation in its North Dade Golden
6 Glades and West Palm Beach Gardens central offices.

7 Section 251 (c)(6) of the TA specifies the following duty of incumbent local exchange
8 companies as follows:

9 ***COLLOCATION- The duty to provide, on rates,***
10 ***terms, and conditions that are just, reasonable,***
11 ***and nondiscriminatory, for physical collocation of***
12 ***equipment necessary for interconnection or***
13 ***access to unbundled network elements at the***
14 ***premises of the local exchange carrier, except***
15 ***that the carrier may provide for virtual collocation***
16 ***if the local exchange carrier demonstrates to the***
17 ***State commission that physical collocation is not***
18 ***practical for technical reasons or because of***
19 ***space limitations.***

20 BellSouth has denied Supra physical collocation on the basis of the FCC's Orders
21 granting BellSouth exemption from the requirement for physical collocation for these two
22 central offices and not in the fashion required by the TA. Based on BellSouth's answers
23 to Supra's First Set of Interrogatories in this Docket, Interrogatories Nos. 2, 3, 4 and 5
24 (Exhibits OAR-4, OAR-5, OAR-6 and OAR-7, respectively) BellSouth has reserved
25 3,197 sq. ft and 4,035-sq. ft. in the North Dade Golden Glades and West Palm Beach

1 Gardens central offices, respectively. I developed Exhibit OAR-8 from BellSouth's
2 responses to Interrogatories Nos. 2, 3, 4 and 5. Exhibit OAR-8 shows that BellSouth
3 currently occupies at least 82% of the available space in these two central offices. For
4 BellSouth to have reserved the remaining 18% of the space in these two central offices
5 for its own future use is completely inappropriate based on the requirements of the
6 Telecommunications Act. Supra's request is for a mere 200 sq. ft. in each of these two
7 central offices. The floor plans of these two central offices provide the specific location
8 of the areas designated by BellSouth for future use in these central offices. Floor plans
9 for the North Dade Golden Glades and West Palm Beach Gardens central offices are
10 attached as Exhibits OAR-9 and OAR-10, respectively. I have shaded all areas for
11 BellSouth's future use in pink.

12 In 47 CFR Section 51.323 (f) (4), the FCC provides:

13 ***An incumbent LEC may retain a limited amount***
14 ***of floor space for its own specific future uses,***
15 ***provided, however, that the incumbent LEC may***
16 ***not reserve space for future use on terms more***
17 ***favorable than those that apply to other***
18 ***telecommunications carriers seeking to reserve***
19 ***collocation space for their own future use;***

20 Neither the TA nor the CFR allows BellSouth to deny Supra physical collocation in
21 either of these central offices on the grounds that BellSouth has made those denials
22 and Supra finds it incredibly frustrating and anti-competitive for BellSouth to be able to
23 force Supra to have to litigate each and every issue involved in Supra's effort to
24 compete with BellSouth in the provision of local exchange services. This is wasting not
25 only Supra's time and money, but the Florida Public Service Commission's as well.

1 It is impossible to expect any type of competition to develop in the local exchange
2 services market when every start-up CLEC like Supra must fight a mighty battle over
3 every single detail that it needs resolved with BellSouth whether regarding resale of
4 BellSouth's services or the provision of services with a facilities-based network.

5
6 Q. WHY DO YOU SAY THAT BELLSOUTH'S POLICIES REGARDING THE
7 PROVISION OF PHYSICAL COLLOCATION TO ALECS ARE DESIGNED TO ASSURE
8 THAT COLLOCATORS CANNOT ACHIEVE THE DESIRED SPEED TO MARKET
9 ENVISIONED BY THE TA AND CFR?

10 A. I say this because BellSouth's policies regarding physical collocation have been
11 designed and implemented in a way that impedes competition. BellSouth's method for
12 calculating collocation costs is simply a barrier to entry and the method of implementing
13 physical collocation, especially provisioning time, is another very serious problem which
14 has been designed to delay the opportunity for competitors to physically collocate in
15 BellSouth's central offices as long as possible. One of the fundamental goals of the TA
16 is to promote innovation and investment by all participants in the telecommunications
17 industry to the benefit of telecommunications service subscribers. According to
18 BellSouth, ALECS must pay a fee of \$3,850 to find out how much BellSouth will charge
19 them to collocate in a BellSouth central office. Then the ALEC will be presented with a
20 "must accept" proposal that will necessarily include BellSouth's unreasonable costs.
21 The inevitable result is to inhibit competitors from seeking physical or virtual collocation.
22 That is not the approach the Telecommunications Act intended. The entire process is
23 so daunting that quite a number of ALECs have decided to stay away from any type of
24 collocation arrangement. In response to Supra's First Set of Interrogatories,
25 Interrogatory No. 13 (Exhibit OAR-11, attached hereto), BellSouth provided a step by

1 step detail of the processes currently utilized by BellSouth when a request for physical
2 collocation is received. An ALEC seeking physical collocation is not permitted to
3 participate in any of the over twenty four issues BellSouth has set forth as being
4 required to be to be dealt with prior to granting physical collocation. These issues
5 involve five of BellSouth's interdepartmental representatives, as well as BellSouth
6 certified contractors. BellSouth has exclusive control over the determining factors of
7 space availability in any central office, space design and contractor selection. Rather
8 than use a competitive process for fitting the space, BellSouth will turn the project over
9 to one of its preselected contractors. No competitive bidding is permitted and the ALEC
10 cannot assume the responsibility of preparing the space in order to reduce its costs.
11 BellSouth's approach is in violation of 47 CFR, Section 51.323 (j):

12 ***An incumbent LEC shall permit a collocating***
13 ***telecommunications carrier to subcontract the***
14 ***construction of physical collocation arrangements with***
15 ***contractors approved by the incumbent LEC, provided,***
16 ***however, that the incumbent LEC shall not***
17 ***unreasonably withhold approval of contractors.***
18 ***Approval by an incumbent LEC shall be based on the***
19 ***same criteria it uses in approving contractors for its***
20 ***own purposes.***

21 In addition, BellSouth is claiming that it cannot complete the network infrastructure
22 work for collocation space within three months despite this Commission's determination
23 in Order No. PSC-98-0595-PCO-TP, issued April 27, 1998, affirming Order No. PSC-96-
24 1579-FOF-TL, issued December 31, 1996. In Order No. PSC-98-0595-PCO-TP, the
25 Commission held that:

1 ***Upon consideration we conclude that maximum time***
2 ***periods for the establishment of physical collocation of***
3 ***three months and virtual collocation of two months are***
4 ***reasonable for ordinary conditions. If MCI and BellSouth***
5 ***cannot agree to the required time for a particular***
6 ***collocation request, BellSouth must demonstrate why***
7 ***additional time is necessary.***

8 BellSouth has not demonstrated to Supra why additional time is necessary in the
9 completion of Supra's collocation arrangements.

10 Only a monopoly could behave the way BellSouth does. Facilitating collocation is
11 clearly not BellSouth's objective. BellSouth's collocation procedure, including its
12 processing of applications and its requirements for applicants, creates very effective
13 barriers to entry. These procedures and requirements give BellSouth virtual *carte*
14 *blanche* to decide how and where a competitor will make use of BellSouth's central
15 office space and facilities. An incumbent LEC, who only has business to lose, will
16 certainly take every opportunity to inflate prices and build road blocks on the way to
17 discourage competitors. BellSouth's economic self-interest may be understandable, but
18 its effect on Florida's consumers is contrary to the provisions and the intent of the TA.
19 No one has articulated the nature and degree of this local telephone company
20 advantage better than BellSouth did when it sought to compete as a new local
21 telephone provider abroad:

22 ***The timing of, terms and conditions for, and pricing of,***
23 ***interconnection determine which firms capture the***
24 ***available rents. Hence, the dominant incumbent, if it***
25 ***fails to accept the benefits that flow from a competitive***

1 **market, can and will rationally use interconnection**
2 **negotiations to delay and restrict the benefits of**
3 **competition. This enables it to perpetuate the rents that**
4 **it obtains as a successor to a monopoly franchise at the**
5 **expense of competition and innovation. A dominant**
6 **incumbent can limit both the scale and scope of its**
7 **competitors, raising their costs and restricting their**
8 **product offerings. In addition, it can divert or delay**
9 **competition and innovation to protect its current**
10 **revenues and give itself time to prepare and introduce**
11 **similar products or service by exercising control over**
12 **standards for connect and local numbers . . . It has very**
13 **powerful incentives to include monopoly rents in the**
14 **price of complementary network services in order to**
15 **perpetuate and increase its monopoly profits. It similarly**
16 **has very powerful incentives to reduce the ability of its**
17 **competitors to claim market share.¹**

18
19 Q. HOW IS YOUR TESTIMONY STRUCTURED?

20 A. I will address each of the issues identified in this proceeding.

21
22 ISSUE NO. 1: IS BELL SOUTH REQUIRED TO PROVIDE PHYSICAL COLLOCATION
23 IN THE NORTH DADE GOLDEN GLADES AND WEST PALM

24 ¹ BellSouth New Zealand, Submission: Regulation of Access to Vertically-Integrated Natural
25 Monopolies, A Discussion Paper, September 29, 1995 at 2 and 10 (emphasis added)

1 BEACH GARDENS CENTRAL OFFICES PURSUANT TO THE COLLOCATION
2 AGREEMENT BETWEEN BELL SOUTH AND SUPRA?

3 A. Yes, BellSouth is required to provide physical collocation space to Supra in the North
4 Dade Golden Glades and West Palm Beach central offices because of the Collocation
5 Agreement between BellSouth and Supra and the provisions of the
6 Telecommunications Act and the Code of Federal Regulations. As stated by the FCC
7 in its First Report and Order on the Implementation of the Local Competition Provisions
8 of the Telecommunications Act of 1996, Paragraph C:

9 ***1. As we pointed out in our Notice of Proposed Rulemaking in this***
10 ***docket, the removal of statutory and regulatory barriers to entry into***
11 ***the local exchange and exchange access markets, while a necessary***
12 ***precondition to competition, is not sufficient to ensure that***
13 ***competition will supplant monopolies. An incumbent LEC's existing***
14 ***infrastructure enables it to serve new customers at a much lower***
15 ***incremental cost than a facilities-based entrant that must install its***
16 ***own switches, trunking and loops to serve its customers.***
17 ***Furthermore, absent interconnection between the incumbent LEC***
18 ***and the entrant, the customer of the entrant would be unable to***
19 ***complete calls to subscribers served by the incumbent LEC's***
20 ***network. Because an incumbent LEC currently serves virtually all***
21 ***subscribers in its local serving area, an incumbent LEC has little***
22 ***economic incentive to assist new entrants in their efforts to secure a***
23 ***greater share of that market. An incumbent LEC also has the ability***
24 ***to act on its incentive to discourage entry and robust competition by***
25 ***not interconnecting its network with the new entrant's network or by***

1 ***insisting on supracompetitive prices or other unreasonable***
2 ***conditions for terminating calls from the entrant's customers to the***
3 ***incumbent LEC's subscribers.***

4 * * * * *

5 ***11. Congress addressed these problems in the 1996 Act by***
6 ***mandating that the most significant economic impediments to***
7 ***efficient entry into the monopolized local market must be removed.***
8 ***The incumbent LECs have economies of density, connectivity, and***
9 ***scale; traditionally, these have been viewed as creating a natural***
10 ***monopoly. As we pointed out in our NPRM, the local competition***
11 ***provisions of the Act require that these economies be shared with***
12 ***entrants. We believe they should be shared in a way that permits the***
13 ***incumbent LECs to maintain operating efficiency to further fair***
14 ***competition, and to enable the entrants to share the economic***
15 ***benefits of that efficiency in the form of cost-based prices. Congress***
16 ***also recognized that the transition to competition presents special***
17 ***considerations in markets served by smaller telephone companies,***
18 ***especially in rural areas. We are mindful of these considerations, and***
19 ***know that they will be taken into account by state commissions as***
20 ***well.²***

21 That document further stated that:

22 ***12. Section 251(c)(6) requires incumbent LECs to provide physical***
23 ***collocation of equipment necessary for interconnection or access to***

24 ² FCC 96-325, In the Matter of Implementation of the Local Competition Provision in the
25 Telecommunications Act of 1996, First Report and Order released on August 8, 1996, pages 10 and 11.

1 **unbundled network elements at the incumbent LEC's premises,**
2 **except that the incumbent LEC may provide virtual collocation if it**
3 **demonstrates to the state commission that physical collocation is**
4 **not practical for technical reasons or because of space limitations.**
5 **The Commission concludes that incumbent LECs are required to**
6 **provide for any technically feasible method of interconnection or**
7 **access requested by a telecommunications carrier, including**
8 **physical collocation, virtual collocation, and interconnection at meet**
9 **points. The Commission adopts, with certain modifications, some of**
10 **the physical and virtual collocation requirements it adopted earlier in**
11 **the Expanded Interconnection proceeding. The Commission also**
12 **establishes rules interpreting the requirements of section 251(c)(6).³**

13 According to 47 CFR, Section 51.323:

14 **Standards for physical collocation and virtual collocation.**

15 **a) An incumbent LEC shall provide physical collocation and virtual**
16 **collocation to requesting telecommunications carriers.**

17 **b) An incumbent LEC shall permit the collocation of any type of**
18 **equipment used for interconnection or access to unbundled network**
19 **elements. Whenever an incumbent LEC objects to collocation of**
20 **equipment by a requesting telecommunications carrier for purposes**
21 **within the scope of section 251(c)(6) of the Act, the incumbent LEC shall**
22 **prove to the state commission that the equipment will not be**

23 ³ FCC 96-325, In the Matter of Implementation of the Local Competition Provisions in the
24 Telecommunications Act of 1996, First Report and Order released on August 8, 1996, pages 16
25 and 17.

1 ***actually used by the telecommunications carrier for the purpose of***
2 ***obtaining interconnection or access to unbundled network elements.***
3 ***Equipment used for interconnection and access to unbundled***
4 ***network elements includes, but is not limited to:***

5 BellSouth's response to the Petition for Emergency Relief of Supra Against
6 BellSouth filed on July 20, 1998, conceded that BellSouth is required to provide
7 physical collocation to Supra in the North Dade Golden Glades and West Palm
8 Beach Gardens central offices. However, that response did not enumerate any
9 specific reason why Supra's applications were denied by BellSouth. Even the
10 issue of insufficient power at the North Dade Golden Glades central office
11 reflected as a problem in BellSouth's response was publicly dropped by
12 BellSouth as a non-issue during the walk-through of that central office on July 24,
13 1998. If insufficient power were really an issue, BellSouth should have disclosed
14 to Supra the technical specifications regarding the central office power capacity
15 and current usage by the equipment currently deployed at that location.
16 Obviously the issue of "insufficient power" was simply another delay tactic used
17 by BellSouth.

18
19 **Q. ISSUE 2: WHAT FACTORS SHOULD BE CONSIDERED IN DETERMINING**
20 **IF THERE IS ADEQUATE SPACE FOR SUPRA IN THE NORTH DADE**
21 **GOLDEN GLADES AND WEST PALM BEACH CENTRAL OFFICES?**

22 **A. The Commission should consider the following factors in determining if there**
23 **is adequate space for Supra or any ALEC in a BellSouth central office: 1) the**
24 **proper amount of administrative space to be utilized by BellSouth for its own**
25 **purposes; 2) the appropriate amount of space for BellSouth to reserve for its**

1 own future use; and 3) whether BellSouth has utilized a design for the central
2 offices that maximizes the opportunity for physical collocation for other
3 telecommunications providers such as Supra. Each of these factors is
4 addressed in the discussion below. As each of these factors is intertwined with
5 the others, it is not necessarily appropriate to discuss them separately.

6 As stated earlier in this testimony, BellSouth's response to Supra's Petition for
7 Emergency Relief did not offer any reason why BellSouth has denied Supra
8 physical collocation in these two central offices. At a meeting held on June 8,
9 1998, between BellSouth and Supra, I was informed by BellSouth that BellSouth
10 has denied other companies physical collocation space in these central offices. I
11 was asked why Supra is insisting that BellSouth provide 200 sq. ft. in each of
12 these central offices. I informed those present at the meeting that it is
13 unfortunate that those companies have chosen to accept BellSouth's reply and
14 have simply walked away. Supra has done its due diligence to determine
15 whether there is space for Supra to physically collocate its equipment in these
16 central offices. Supra is determined to compete with BellSouth in the local
17 exchange services market to bring the benefits of competition to telephone
18 subscribers in Florida who have for too long been limited to monopoly local
19 exchange company providers of such services. Subsequently, after all efforts at
20 resolving this issue with BellSouth failed, Supra was left with no other choice
21 than to file a petition for emergency relief at the Commission. As part of the
22 emergency relief sought by Supra in its petition, Supra requested an immediate
23 walk-through of these two central offices by Supra and the Commission staff.
24 BellSouth agreed to permit a walk-through for Supra and Commission staff. It is
25 interesting to note that the FCC's very recently issued Memorandum Opinion and

1 Order and Notice of Proposed Rulemaking, issued August 7, 1998, has
2 highlighted the value of such a walk-through in these circumstances. Paragraph
3 146 reads:

4 ***We tentatively conclude that an incumbent LEC***
5 ***that denies a request for physical collocation due***
6 ***to space limitations should not only continue to***
7 ***provide the state commission with detailed floor***
8 ***plans, but should also allow any competing***
9 ***provider that is seeking physical collocation at***
10 ***the LEC's premises to tour the premises.***

11 ***Allowing competing providers to walk through a***
12 ***LEC's premise will enable competing providers to***
13 ***identify space that they believe could be used for***
14 ***physical collocation. If, after the tour of the***
15 ***premise, the incumbent LEC and competing***
16 ***provider disagree about whether space limitations***
17 ***at that premise make collocation impractical, both***
18 ***carriers could present their arguments to the state***
19 ***commission. We tentatively conclude that state***
20 ***commissions will be better able to evaluate***
21 ***whether a refusal to allow physical collocation is***
22 ***justified if competing providers can view the***
23 ***LEC's premises and present their arguments to***
24 ***the state commission. We seek comment on***

25

1 ***these tentative conclusions.***⁴

2 The walk-through was conducted on July 24, 1998. Despite Supra's request to
3 BellSouth in advance that Supra would like the walk-through filmed by a video
4 camcorder, BellSouth denied the request.

5 Before beginning the first walk-through, BellSouth distributed a set of floor
6 plans for both the North Dade Golden Glades and West Palm Beach Gardens
7 central offices. During the walk-through, it was discovered that there were errors
8 in the floor plans distributed and BellSouth was requested by Supra and the
9 Commission staff to prepare a revised floor plan and send copies to Supra, which
10 BellSouth has done.

11 The walk-through clearly demonstrated that BellSouth has reserved 3,197 sq. ft.
12 and 4,035 sq. ft. for its future use at the West Palm Beach Gardens and the North
13 Dade Golden Glades central offices, while denying Supra's application for 200 sq. ft. in
14 each of these central offices. BellSouth has cleverly duplicated the administrative work
15 area so as to crowd the central office. It was discovered that over 2,000 sq. ft. was
16 earmarked for administrative staff of only six in each of these central offices. BellSouth
17 has installed unnecessary desks in various locations and claimed that the staff needs
18 multiple workstations to perform unexplained tasks. To make matters worse, at the
19 North Dade Golden Glades central office, BellSouth employees admitted to storing out-
20 dated and unused equipment in portions of that office. A few days after the walk-
21 through, BellSouth provided revised floor plan layouts that for the first time earmarked
22 much of the discovered equipment storage space as future use space. Clearly,
23 BellSouth is

24 ⁴ Federal Communication Commission Memorandum Opinion and Order and Notice of Proposed
25 Rulemaking, adopted August 6, 1998, page 70, emphasis supplied.

1 simply attempting in bad faith to hide what is obviously usable and available
2 space that can easily be used to satisfy Supra's requests.

3 After the walk-through, Supra attempted once again to resolve this issue
4 with BellSouth. However, BellSouth came back to Supra with a negative
5 response still insisting that there is no space in these two central offices for
6 Supra. The Commission, in determining if there is adequate space for Supra in
7 the North Dade Golden Glades and West Palm Beach central offices should
8 adopt the specific requirements of the TA. As noted earlier in this testimony,
9 Section 251(c)(6) requires incumbent LECs to provide physical collocation of
10 equipment necessary for interconnection or access to unbundled network
11 elements at the incumbent LEC's premises, except that the incumbent LEC may
12 provide virtual collocation if it demonstrates to the state commission that physical
13 collocation is not practical for technical reasons or because of space limitations.

14 BellSouth has not been able to advance any reason to date except that it
15 was discovered during the walk-through of those offices that BellSouth has
16 reserved 3,197 sq. ft. and 4,035 sq. ft. at the West Palm Beach and North Dade
17 Golden Glades central offices, respectively, for its own future use and has denied
18 Supra allocation of 200 sq. ft. on these grounds. In the FCC First Report and
19 Order, paragraph 604 states:

20 ***Incumbent LECs are allowed to retain a limited amount***
21 ***of floor space for defined future uses. Allowing***
22 ***competitive entrants to claim space that incumbent***
23 ***LECs had specifically planned to use could prevent***
24 ***incumbent LECs from serving their customers***
25 ***effectively. Incumbent LECs may not, however, reserve***

1 **space for future use on terms more favorable than those**
2 **that apply to other telecommunications carriers seeking**
3 **to hold collocation space for their own future use.⁵**

4 BellSouth has failed to mention any technical reason why it has refused Supra physical
5 collocation in those offices except for power which objection was withdrawn by
6 BellSouth during the walk-
7 through.

8 Another factor that the Commission should consider in granting Supra's request
9 is the benefit of competition to the telephone subscribers in Florida. By allowing Supra
10 to physically collocate in those offices, the benefits of competition such as lower prices,
11 freedom of choice, customer satisfaction and innovative services will be available to
12 consumers much sooner.

13 In addition, Supra needs to be physically collocated in these two central offices
14 for reasons of network efficiency. The North Dade Golden Glades and West Palm
15 Beach Gardens central offices are tandem offices. BellSouth is fully aware that these
16 central offices are locations where Supra can maximize its efficiency and its ability to
17 market its services to local consumers. These central offices are high traffic offices
18 which BellSouth knows will provide Supra direct access to a large volume of
19 consumers. Accordingly, it is no accident that BellSouth has refused collocation at
20 these two central offices. The reality is that BellSouth will do anything to deny its
21 competition direct access to profitable tandem offices. Efficient and effective tandem
22 connectivity is of utmost importance for any telecommunications carrier network as
23 demonstrated to this Commission in earlier proceedings. As noted in the Commission's

24 ⁵ FCC 96-325, In the Matter of Implementation of the Local Competition Provisions in the
25 Telecommunications Act of 1996, First Report and Order released on August 8, 1996, page 297.

1 Order No. PSC-97-1459-FOF-TL, issued November 19, 1997:

2 **Local Tandem Interconnection**

3 ***Upon consideration of the evidence, we find that BellSouth's***
4 ***reluctance to provide local tandem interconnection does not***
5 ***comply with the Act's requirement that interconnection shall be***
6 ***provided at any technically feasible point. We note that we***
7 ***have previously ordered BellSouth to provide tandem***
8 ***interconnection, without qualification as to which tandem. See***
9 ***Order No. PSC-96-1579-FOF-TP. We believe that BellSouth has***
10 ***the responsibility to provide local tandem interconnection if it***
11 ***is requested. To the extent the only limitation is the***
12 ***development of the PLU factor, local tandem interconnection***
13 ***should be provided and no BFR process should be required.***⁶

14 Joint network planning meetings held between Supra and BellSouth have confirmed
15 that the problems noted by the Commission still exist. Discussions with other carriers
16 within the industry operating in the Florida market confirm that this problem still exists.
17 Supra is certificated by the Commission as both a local exchange carrier and an
18 interexchange carrier. For Supra to be able to deliver the local and long distance traffic
19 of its subscribers and provide advanced services in an efficient and timely manner and
20 be able to provide innovative, less expensive telephone service to its subscribers, Supra
21 must be allowed by the Commission to physically collocate in these two central offices.
22 Another compelling reason the Commission should consider granting Supra's request is
23 the need to eliminate economic barriers to competition in the local exchange services

24 ⁶ The Florida Public Service Commission Order No. PSC-97-1459-FOF-TL dated November 19,
25 1997, page 60. Emphasis place.

1 market. Supra is a start up telephone company that does not have the resources of a
2 powerful, former monopoly provider like BellSouth. As noted earlier in my testimony, the
3 Congress addressed the problems of economic barriers by mandating that the most
4 significant economic impediments to efficient entry into the monopolized local market
5 must be removed. Supra does not have the resources to commence the build out of a
6 central office because of its limited space requirement. Supra needs only 200 sq. ft. in
7 each of these two central offices and therefore to begin the build out of a new structure
8 would be totally unreasonable and cost-prohibitive. More so, it takes time to
9 complete such a project. However, physical collocation can save time and expense and
10 give Supra speed to market thereby bringing the benefits of competition to the residents
11 of Florida far more quickly.

12

13 Q. ISSUE 3: IS THERE SUFFICIENT SPACE TO PERMIT PHYSICAL COLLOCATION
14 IN THE NORTH DADE GOLDEN GLADES AND WEST PALM BEACH CENTRAL
15 OFFICES?

16 A. IF SO, SHOULD SUPRA'S REQUEST FOR PHYSICAL COLLOCATION IN
17 THE NORTH DADE GOLDEN GLADES AND WEST PALM BEACH GARDENS
18 CENTRAL OFFICES BE GRANTED?

19 B. IF NOT, WHAT OBLIGATION, IF ANY, DOES BELLSOUTH HAVE UNDER
20 THE COLLOCATION AGREEMENT TO MAKE SPACE AVAILABLE AT THESE
21 TWO CENTRAL OFFICES TO PERMIT PHYSICAL COLLOCATION BY
22 SUPRA?

23 C. IF THERE IS AN OBLIGATION TO MAKE SPACE AVAILABLE TO SUPRA,
24 HOW SHOULD THE COSTS BE ALLOCATED?

25

1 A. Yes. There is sufficient space to permit physical collocation for Supra in the North
2 Dade Golden Glades and West Palm Beach Gardens Central Offices. The evidence in
3 this proceeding will clearly demonstrate that fact. There are no two ways to the
4 resolution of this petition. BellSouth clearly has enough space in these two offices. As
5 pointed out in exhibits OAR-9 and OAR-10, BellSouth has reserved 3,197 sq. ft. and
6 4,035 sq. ft. at the West Palm Beach Gardens and North Dade Golden Glades central
7 offices, respectively, for its future use. At BellSouth's present growth rate, this
8 allocation of space provides BellSouth more than ten years of future growth space while
9 denying Supra the paltry 200 sq. ft. of space for Supra's current need. In addition to the
10 space reserved by BellSouth for its future use in those offices, there are over 2,000 sq.
11 ft. of unused space in each of these central offices that BellSouth has occupied with
12 desks and tables. Supra has requested that BellSouth give up only 200 sq. ft. of that
13 space. According to the just released FCC Memorandum Opinion and Order and Notice
14 of Proposed Rulemaking, FCC 98-188, paragraph 64 (in part):

15 ***Such steps include offering collocation to competing***
16 ***providers in a manner that reduces unnecessary costs***
17 ***and delays for the competing providers and that***
18 ***optimizes the amount of space available for collocation.***
19 ***We conclude that measures that optimize the available***
20 ***collocation space and that reduce costs and delays for***
21 ***competing providers are consistent with an incumbent***
22 ***LEC's obligation under both the statute and our rules.⁷***

23 BellSouth's denial of collocation space is in bad faith. BellSouth cannot identify any

24 ⁷ Federal Communication Commission Memorandum Opinion and Order, and Notice of Proposed
25 Rulemaking, adopted August 6, 1998, page 33. Emphasis placed.

1 specific and immediate plans for use of the wasted space in these two central offices.
2 Clearly the requirement of “specific future uses” in CFR 51.323(f)(4) means something
3 more than BellSouth’s desire to reserve space for more than a decade of future growth,
4 while denying ALECs space for current needs. Supra is currently negotiating with
5 vendors to fill the requested space of 200 sq. ft. at these two central offices within the
6 next six months. Since BellSouth can do no more than claim a nebulous, unspecific
7 “future use” (within the next decade) for its over 7000 sq. ft. of reserved space at the
8 North Dade Golden Glades and West Palm Beach Gardens offices, Supra’s request for
9 collocation space should be immediately granted. This decision will profoundly affect
10 the commencement of our facilities-based service offering to our subscribers. Supra has
11 secured 15 collocation approvals from BellSouth, but Supra cannot continue with its
12 network deployment until this issue is resolved. Without collocating at both the West
13 Palm Beach Gardens and the North Dade Golden Glades central offices, the other 15
14 offices will not be efficient. If BellSouth is claiming that it is denying Supra physical
15 collocation at the West Palm Beach Gardens and the North Dade Golden Glades
16 central offices because it has reserved the space solely for its own future use, then
17 BellSouth should be directed by the Commission to allow Supra an equal amount of
18 reserved space on the same terms that BellSouth has reserved that space for itself. 47
19 CFR Section 51.323 (f) (4) states as follows:

20 ***an incumbent LEC may retain a limited amount of floor***
21 ***space for its own specific future uses, provided,***
22 ***however, that the incumbent LEC may not reserve space***
23 ***for future use on terms more favorable than those that***
24 ***apply to other telecommunications carriers seeking to***
25

1 **reserve collocation space for their own future use;**⁸

2 The costs of the above offering should be based on the Commission's approved
3 collocation rates. It is very clear that there is a cost structure in place that has been
4 approved by the Commission. BellSouth used this cost structure to bill Supra for the
5 collocation applications it approved for the other central offices. Consequently, it is only
6 fair that the Commission direct BellSouth to utilize such costs when calculating how
7 much Supra is to pay for the space reservation requested for these two central offices.

8 In addition to the above, Section 51.323 (f) (3) reads:

9 **when planning renovations of existing facilities or**
10 **constructing or leasing new facilities, an incumbent LEC**
11 **shall take into account projected demand for collocation**
12 **of equipment;**⁹

13
14 **Q. ISSUE 4: IN WHAT TIME FRAME IS BELLSOUTH REQUIRED TO PROVIDE**
15 **PHYSICAL COLLOCATION TO SUPRA PURSUANT TO THE COLLOCATION**
16 **AGREEMENT?**

17 A. In Order No. PSC-98-0595-PCO-TP, issued April 27, 1998, the Commission affirmed
18 its earlier Order No. PSC-96-1579-FOF-TL, issued December 31, 1996. In Order No.
19 PSC-98-0595-PCO-TP, the Commission held:

20 **Upon consideration we conclude that maximum time**
21 **periods for the establishment of physical collocation of**

22 ⁸ Code of Federal Regulations, telecommunications, 47, Parts 40 to 69, Subpart D, Section
23 51.323 (f) (4), page 33. Emphasis placed.

24 ⁹ Code of Federal Regulations, telecommunications, 47, Parts 40 to 69, Subpart D, Section 51.323
25 (f) (3), page 33. Emphasis placed.

1 **three months and virtual collocation of two months are**
2 **reasonable for ordinary conditions. If MCI and BellSouth**
3 **cannot agree to the required time for a particular**
4 **collocation request, BellSouth must demonstrate why**
5 **additional time is necessary.**¹⁰

6 BellSouth has not demonstrated to Supra in any way or fashion why it cannot meet the
7 three month time frame. I also want to note the conclusion of the Commission in Order
8 No. PSC-97-1459-FOF-TP, issued November 19, 1997, on collocation:

9 **Based on the evidence presented, we find that the primary**
10 **problem with physical collocation is that no requests have**
11 **been implemented. The intervenors presented evidence that**
12 **BellSouth has been unsuccessful in meeting the required**
13 **timeframes in its agreements. To date, only one physical**
14 **collocation arrangement has been completed, and the evidence**
15 **demonstrates that, at this time, BellSouth is not providing**
16 **physical collocation to ALECs in a manner that is at parity with**
17 **the manner in which it provides physical collocation to itself or**
18 **its affiliates. BellSouth has not demonstrated why it cannot**
19 **meet the timeframes set by this Commission or those set forth**
20 **in its arbitrated agreements with MCI and AT&T, as required by**
21 **Order No. PSC-96-1579-FOF-TP.**¹¹

22 ¹⁰ Florida Public Service Commission Order No. PSC-96-1579-FOF-TP issued in Dockets Nos.
23 960833-TP, 960846-TP and 960916-TP on December 31, 1996.

24 ¹¹ Florida Public Service Commission Order No. PSC-97-1459-FOF-TL issued November 19,
25 1997, pages 56 and 57. Emphasis placed.

1 From the above, it is clear that the onus lies upon BellSouth to justify why BellSouth is
2 taking longer to implement Supra's collocation requests as compared to requests from
3 itself and its affiliates. The evidence in the above proceeding established the fact that
4 BellSouth has not been fair to collocators. As noted earlier in this testimony, BellSouth
5 is in violation of 47 CFR, Section 51.323(j) by refusing to allow collocators to participate
6 in the process of selecting contractors to be used in constructing the very network
7 infrastructure that the collocator will use. Supra finds this highly unreasonable on the
8 part of BellSouth and would propose that the Commission sanction BellSouth to prevent
9 these abuses.

10

11 Q. ISSUE 5: PURSUANT TO THE COLLOCATION AGREEMENT, WHAT
12 TELECOMMUNICATIONS EQUIPMENT CAN AND WHAT TELECOMMUNICATIONS
13 EQUIPMENT CANNOT BE PHYSICALLY COLLOCATED IN BELLSOUTH'S CENTRAL
14 OFFICES?

15 A. BellSouth has absolutely no right whatsoever to limit the types of equipment that
16 Supra can collocate in BellSouth's central offices in any physical collocation
17 arrangement. Section III, paragraph A. of the Collocation Agreement executed on July
18 24, 1997, between Supra and BellSouth states in part:

19 ***Nature of Use: BellSouth shall permit Interconnector to place,***
20 ***maintain and operate in the Collocation Space any equipment***
21 ***that Interconnector is authorized by BellSouth and by Federal***
22 ***or State regulators to place, maintain and operate in***
23 ***collocation space and that is used by Interconnector to***
24 ***provide services which Interconnector has the legal authority***

25

1 ***to provide.***¹²

2 After my meeting with BellSouth on June 8, 1998, Supra received a letter from
3 BellSouth's Mr. Marcus Cathey dated June 19, 1998 titled "Enhanced Service
4 Provider." A copy of that letter is attached and marked as exhibit OAR-12. On receipt
5 of that letter, I contacted Mr. Cathey to attempt to resolve the problems between Supra
6 and BellSouth. I was given the same BellSouth answer that Supra must accept
7 BellSouth's position as final and non-negotiable. He also informed me that all of Supra's
8 collocation approvals would limit the type of equipment allowed in BellSouth's central
9 offices. Therefore, it was not a surprise when the approval for physical collocation at
10 one of BellSouth's central offices was released on June 30, 1998 with the following
11 clause:

12 ***Supra's placement of the equipment listed on its***
13 ***Application is based upon Supra's assurance and***
14 ***contractual agreement to utilize such equipment only for***
15 ***the provision of telecommunications services. Such***
16 ***contractual obligation is a material term and condition***
17 ***to the acceptance of a Bona Fide Firm Order. BellSouth***
18 ***does not currently permit the collocation of enhanced***
19 ***services equipment. If any of the equipment listed on***
20 ***Supra's Application and Firm Order Document (BSTEI-1-***
21 ***P) provides enhanced services as defined in the Code of***
22 ***Federal Regulations, Supra will not be permitted to***

23 ¹² Collocation Agreement By and Between BellSouth Telecommunications, inc. and Supra
24 Telecommunications and Information Systems, inc., executed on July 24, 1997, page 4.
25 Emphasis placed.

1 ***place such equipment within a BellSouth location.***¹³

2 A copy of this letter is attached as exhibit OAR-13. Supra replied to Mr. Cathey's letter
3 via a letter signed by me, dated July 1, 1998, a copy of which is attached as OAR -14.

4 In that letter, Supra requested clarification from BellSouth as to what section of the
5 Interconnection Agreement would be violated by Supra performing information services.
6 To date BellSouth has been unable to identify a single provision of the Interconnection
7 Agreement that prohibits the provision of information services.

8 On receipt of my letter attached as exhibit OAR -14, Mr. Cathey called and left a
9 message on my voice mail that BellSouth's legal department was reviewing that letter
10 because they had not previously heard of the argument I advanced in that letter.

11 Part 47 of the Code of Federal Regulations, Section 51.100 (b) provides in pertinent
12 part as follows:

13 ***A telecommunications carrier that has***
14 ***interconnected or gained access under sections***
15 ***251(a)(1), 251(c)(2), or 251(c)(3) of the Act, may***
16 ***offer information services through the same***
17 ***arrangement, so long as it is offering***
18 ***telecommunications services through the same***
19 ***arrangement as well.***¹⁴

20 Consequently, Supra received a letter from Mr. Cathey conveying a partial agreement

21 ¹³ BellSouth Application Response for Physical Collocation Including Service Interconnection (SI)
22 and Expanded Interconnection Service (EIS), signed by Ms. Nancy Nelson, dated 06/30/98.
23 Emphasis placed.

24 ¹⁴ Code of Federal Regulations, telecommunications, 47, Parts 40 to 69, Subpart B, Section
25 51.100 (b), page 21. Emphasis placed.

1 with our position. A copy of the letter is attached and marked as exhibit OAR – 15. That
2 letter reads in part:

3 ***BellSouth will permit the placement of equipment in the***
4 ***physical collocation arrangement where such***
5 ***equipment is utilized for the purposes of providing***
6 ***telecommunication services through interconnection or***
7 ***through access to unbundled network elements. Where***
8 ***that equipment can also provide Information services,***
9 ***the telecommunications carrier may offer information***
10 ***services through the same arrangement, so long as it is***
11 ***also offering telecommunications services through the***
12 ***same arrangement.***¹⁵

13 BellSouth at this point made a public announcement of this change in its policy,
14 apparently prompted by Supra's efforts. A copy is attached as OAR-16.

15 Supra sent a letter dated August 17, 1998, to BellSouth to address these issues. A
16 copy of the letter is attached and marked as exhibit OAR-17. Supra's letter addressed
17 the following three issues: (1) the time for completing Supra's network infrastructure
18 work, which according to BellSouth can only be performed by contractors chosen by
19 BellSouth; (2) the type of equipment Supra will be allowed to place in its collocation
20 space; and (3) the right to obtain combinations of unbundled network elements.

21 BellSouth sent a reply letter dated August 21, 1998. A copy regarding the time issues is
22 attached as OAR-18. This response did not explain the reasons for BellSouth's
23 inability to turn over the collocation space to Supra within three months as approved by
24 the Commission. BellSouth's reply to the other two issues were addressed in a letter

25 ¹⁵ Exhibit OAR-15, BellSouth's Mr. Cathey letter dated July 14, 1998.

1 also dated August 21, 1998, a copy of which is attached as OAR –19. According to this
2 second letter, BellSouth will not authorize the placement of remote access
3 concentrators in the physical collocation space occupied by Supra.
4 In Supra's Firm Order Confirmation submitted to BellSouth, Supra has proposed to use
5 the Ascend TNT switches which perform the functions of concentration. One key to
6 switching and network design is concentration. A local switching exchange
7 concentrates traffic. The concept of concentration reduces the number of switching
8 paths or links within the exchange and the number of trunks connecting the local
9 exchange to other exchanges. A switch also performs the function of expansion to
10 provide all subscribers served by the exchange with access to incoming trunks and local
11 switching paths. The Ascend TNT switches (or remote access concentrator equipment)
12 which BellSouth has denied Supra the right to physically collocate are an integral part of
13 establishing an efficient telecommunications network necessary to perform
14 telecommunication services that are free from the network blockages and insufficient
15 trunking capability that have plagued ALECs trying to compete with BellSouth in the
16 local loop market.

17 BellSouth's denial of physical collocation for the Ascend switches is inappropriate
18 for two reasons. First, BellSouth assumes that 47 CFR Section 51.100(b) must be read
19 so narrowly as to mean that each item of equipment placed in the central office must
20 physically be able to perform basic telecommunications services before BellSouth is
21 obligated to allow collocation of that particular piece of equipment. BellSouth's
22 interpretation of 47 CFR Section 51.100(b) seeks to narrowly constrain and frustrate the
23 purpose and intent of that section and the TA. Accordingly, this Commission should
24 reject BellSouth's interpretation of 47 CFR Section 51.100(b) and interpret that section
25 to require physical collocation of an ALEC's network, without regard to each particular

1 item of equipment, so long as the entire physically collocated network provides both
2 telecommunications services and information services.

3 Second, BellSouth ignores the fact that the Ascend equipment for which
4 BellSouth has denied physical collocation can be used for both information services and
5 telecommunications services. Indeed, it is believed that BellSouth itself has used
6 remote access concentrators of another brand in its telecommunications network.
7 The Ascend equipment for which BellSouth has denied Supra physical collocation will
8 enable concentration of both voice and data and thus will reduce the total number of
9 trunk connections with BellSouth's equipment, thereby reducing the potential for
10 network blockage and helping to alleviate BellSouth's professed lack of available trunk
11 connections.

12 As noted by the Commission in its Order No. PSC-97-1459-FOF-TL dated
13 November 19, 1997:

14 **Network Blockage and End Office Trunking**

15 ***Regarding the complaints about blockages on the network, although***
16 ***TCG does have the responsibility to inform BellSouth via forecasts***
17 ***and regular communication, BellSouth must assume the***
18 ***responsibility for trunk capacity requirements on its network. The***
19 ***evidence in the record indicates that both parties need to improve***
20 ***communications with respect to potential fluctuations in traffic. The***
21 ***evidence also indicates that BellSouth has not complied with the***
22 ***parity requirement in the Act regarding end office trunking. In order***
23 ***to comply with this provision, we believe that BellSouth must***
24 ***provide ALECs with more frequent and better data on their traffic***
25 ***over BellSouth's network. BellSouth must be able to demonstrate***

1 **that any blockages experienced by ALECs are not excessive in**
2 **comparison to the blockages experienced by BellSouth. Finally,**
3 **BellSouth and the ALECs must work together to improve**
4 **communications between each other. In addition, BellSouth must**
5 **provide data sufficient to show that blockage levels are comparable**
6 **between BellSouth and ALEC traffic.**

7 **Local Tandem Interconnection**

8 **Upon consideration of the evidence, we find that BellSouth's**
9 **reluctance to provide local tandem interconnection does not comply**
10 **with the Act's requirement that interconnection shall be provided at**
11 **any technically feasible point. We note that we have previously**
12 **ordered BellSouth to provide tandem interconnection, without**
13 **qualification as to which tandem. See Order No. PSC-96-1579-FOF-**
14 **TP. We believe that BellSouth has the responsibility to provide local**
15 **tandem interconnection if it is requested. To the extent the only**
16 **limitation is the development of the PLU factor, local tandem**
17 **interconnection should be provided and no BFR process should be**
18 **required.**

19
20 **Two Way Trunking and Percent Local Usage Factor**

21 **Upon consideration of the evidence, we find that BellSouth is not in**
22 **compliance with the requirements of the Act regarding requests for**
23 **two way trunking. As stated above, we believe that BellSouth should**
24 **allow the use of a surrogate PLU, and not allow data collection to**
25 **delay implementation of ALEC agreements. We note that BellSouth's**

1 ***interconnection agreement with TCG provides for the use of a***
2 ***surrogate PLU until sufficient data has been collected to calculate***
3 ***one. In addition, we find it noteworthy that TCG witness Hoffmann***
4 ***stated that BellSouth had provided TCG with a PLU for use in***
5 ***calculating end usage, and that TCG was not experiencing problems***
6 ***with the PLU.*** ¹⁶

7 It is as a result of our effort to eliminate the problems of network blockage and end
8 office trunking, local tandem interconnection, and two way trunking that Supra has
9 decided to invest sufficiently in equipment that would help with the concentration of its
10 subscriber traffic. Supra does not understand why BellSouth is against Supra using this
11 device to solve the problems enumerated above. As a matter of fact, during planning
12 meetings held with BellSouth, BellSouth employees have stated that BellSouth lacks
13 sufficient trunks at its tandem offices to satisfy Supra's trunking requirements. Since the
14 Ascend switches that BellSouth has denied physical collocation will help eliminate this
15 problem, one can only conclude that BellSouth's refusal to allow physical collocation of
16 the Ascend switches is a deliberate attempt to interfere with Supra's ability to compete
17 with BellSouth on an equal basis. Reduced to its most basic level, it is clear that
18 BellSouth is simply attempting to ensure that Supra will experience network blockages,
19 notwithstanding the fact that some of Supra's equipment will be collocated in
20 BellSouth's central offices. It is clear that BellSouth's true motivation is simply to
21 prevent Supra from providing quality telecommunications services. Supra cannot afford
22 to fail its subscribers during periods of critical need. Therefore, the Commission should
23 look beyond BellSouth's arguments in this regard, as BellSouth simply wants to create

24 ¹⁶ The Florida Public Service Commission Order No. PSC-97-1459-FOF-TL issued November 19,
25 1997, pages 59 to 60. Emphasis placed.

1 problems for Supra the same way they have created problems for other service
2 providers.

3

4 Q. ISSUE 6: WHAT RELIEF, IF ANY SHOULD THE COMMISSION ORDER FOR
5 SUPRA OR BELLSOUTH?

6 A. The Commission should order BellSouth to immediately grant Supra's physical
7 collocation applications for both the North Dade Golden Glades and West Palm each
8 Gardens central offices. The Commission should order BellSouth to comply with the
9 Commission's physical collocation time line of three months as contained in Order No.
10 PSC-98-0595-PCO-TP of April 27, 1998 or allow Supra to select the contractors that will
11 construct its collocation arrangements in BellSouth's central offices. Moreover, Supra
12 should be allowed to physically collocate all of the equipment for which Supra has
13 requested physical collocation. The Commission should further order BellSouth to
14 remove all unnecessary desks, tables and storage space in its central offices and permit
15 Supra to utilize some of this wasted space in BellSouth's central offices.

16 The Commission should also order BellSouth to stop wasting the time of other
17 ALECs and CLECs and should encourage this by sanctioning BellSouth for its conduct
18 in this matter. The Commission should also require BellSouth to begin the filing of
19 quarterly space utilization reports for all the BellSouth central offices. The Commission
20 should also order BellSouth to be more responsive to Supra's present and future
21 requests.

22

23 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

24 A. Yes and thank you.

25

Dave Nilson

From: Nancy.Nelson1@bridge.bellsouth.com
Sent: Wednesday, May 06, 1998 12:35 PM
To: dnilson@stis.com
Cc: Susan.M.Arrington@bridge.bellsouth.com; Wayne.Carnes@bridge.bellsouth.com; Marcus.B.Cathery@bridge.bellsouth.com; William.D.French@bridge.bellsouth.com; Bob.Mcrae1@bridge.bellsouth.com; jreinke@stis.com; jrienke@stis.com; Pat.R.Solin@bridge.bellsouth.com; Gretchen.Temple@bridge.bellsouth.com
Subject: Physical Collocation

Dear David,

BellSouth has in hand four Supra Telecom and Information Systems applications for Physical Collocation to the following Florida wire centers:

1. NDADFLGG - North Dade Golden Glades
2. WPBHFLGR - West Palm Beach Gardens
3. MIAMFLPL - Miami Palmetto
4. ORLDFLMA - Orlando Magnolia

On April 9, 1998, I spoke with John Reinke regarding the applications Supra intended to place with BellSouth. At that time, I informed John that BellSouth had in place Physical Collocation Exemptions due to no space availability in the wire centers known as NDADFLGG and the WPBHFLGR. In addition, I also advised John, that I was expecting to be informed that no space would be further available to the MIAMFLPL wire center.

At this time, BellSouth has determined no space is available to the MIAMFLPL wire center. While Physical Space is not available at this time, Supra Telecom and Information Systems may apply for Virtual Collocation following the terms, conditions and rates found in the Virtual Expanded Interconnection Service tariff. As you may be aware, Virtual Collocation permits only transmission equipment installation. I note that each of the Supra applications show switch equipment, which BellSouth only permits the installation of into Physical Collocation Service sites. Virtual Collocation Applications forms have previously been provided to Supra, however if you need a copy of the BellSouth Virtual application please let me know and we will see that you have it provided.

This, therefore leaves only the one application for Physical Collocation to the ORLDFLMA wire center available to be processed. In review of this application it is on hold until the following corrections and clarifications of the following information is provided to BellSouth:

Item 4: Supra indicates the in Item A an equipment enclosure is not desired and in Item B that Supra does not want BellSouth to construct an enclosure. However, Supra provides a request for 500 square fee of enclosed floor space. Does Supra want 500 square feet of enclosed or unenclosed floor space? If the answer is unenclosed then Supra will only be provided the floor space displaced according to the details of the racking information provided and a maintenance and aisle factor (according to the terms of your Physical Collocation Agreement) calculation. An unenclosed space is made available in the Physical Collocation Common Area, therefore, BellSouth determines the design and placement of cable racking for such arrangements. Detail rack drawings are necessary to accompany the application for an unenclosed space.

Item 7: Supra has answered Yes to Item 7A2 for integrated ground power. When answering this item the instructions ask the applicant to then proceed to Item 7C. In the request for information Item 7C only shows TBD (to be determined). In order for BellSouth to evaluate and determine an interval, cost estimate and to provide Supra with appropriate power to your arrangement this information must be known at the time of application. Please review Section 7C and advise which choices Supra wishes to select for Power following item7C1 or Item 7C2 instructions.

Item 9: Supra indicates a desire to interconnect with other collocation

Docket No. 980800-TP
Exhibit No. OAR-1
Page 1 of 2
DOCUMENT NUMBER-DATE

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EPSC-RECORDS/REPORTING

arrangements during the initial installation, yet no identification of who Supra will interconnect with is shown. If on the initial application Supra wishes to interconnect with other collocation arrangements, then Supra must indicate who they are to interconnect with. BellSouth will then determine cable distances and such.

Item 11: Supra indicates on this initial application to wire 150 DS0, 25 DS1 and 2 DS3. BellSouth suggests that Supra consider wiring to the capacity of the equipment installation. The billing for the cross connect arrangements ride the service as Supra orders service to the designated cross connect and not with the initial wiring out. To add new BellSouth cross connections requires Supra to place Augmentations to the arrangement following the placement of an application and appropriate application fee payment.

The ORLDFLMA application is not considered Bona Fide and acceptable for processing until the information is provided to BellSouth. Supra indicates a desired space acceptance date of 6/24/1998. At this time BellSouth cannot proceed with the application until these critical details are resolved and provided. There is a thirty (30) business day response interval for individual Physical Collocation application inquires from the point of a Bona Fide application.

In addition, I need to also discuss with you how to handle the check which is for \$15,400.00 (four times the Physical Collocation Application Fee of \$3850.00). In light of the current space available conditions to three of the four sites, perhaps Supra would prefer to provide BellSouth with a new check in the amount of \$3,850.00 and then we can exchange the initial check to Supra.

As you may also know, BellSouth will accept applications for Physical Collocation without Supra having a Physical Collocation Agreement in place with BellSouth. However, for the application to proceed into the project phase known as Firm Order, Supra will need to have an executed Physical Collocation Agreement in place with BellSouth. Please advise me if Supra has an agreement in place or is in the process of negotiating for an agreement.

I am available at 205.977.1136 if you would like to further discuss collocation.

Thank you,

Nancy Nelson



STIS

Supra Telecom & Information Systems, Inc.

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 476-4220
FAX: (305) 476-4282
Email: kayramos@STIS.com
www.stis.com

Date: May 18, 1998

Ms. Maryrose Sirianni
Division of Communications
Florida Public Service Commission
Tallahassee, Fl.

Fax No: 1 850 413 6565

Dear Ms. Sirianni,

Re: APPLICATION FOR PHYSICAL COLLOCATION

BellSouth is at it again.

For the successful rollout of telecommunications services from our Phase 1 equipment deployment, we applied to BellSouth for physical collocation space in 17 central offices. BellSouth has decided to deny us space in the three most important central offices and they are:

- North Dade Golden Glades;
- West Palm Beach Gardens; and
- Miami Palmetto

A copy of the e-mail sent us by Ms. Nancy Nelson that conveyed that decision is enclosed for ease of reference.

We have done our due diligence and know that BellSouth has more than enough space in those Central Offices, which makes the denial intriguing. We are convinced that they have only handed down this decision to frustrate and slow us down. As you are aware, these are very important offices to the survival of any viable network.

Based on the available information on those offices, understanding of the Telecommunications Act of 1996 and the FCC order 96-325, the illegality of disallowing us to physically collocate in the above mentioned three offices cannot be overemphasized.

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Exhibit No. OAR-2
Page 1 of 2



We need your urgent intervention please as time is of the essence.

Thanking you for your anticipated cooperation.

Respectfully yours,

Olukayode A. Ramos
CEO

Attachment

BellSouth Interconnection Services 205 321-4900
9th Floor Fax 205 321-4334
600 North 19th Street Pager 1 800 946-4646 PIN 2295861
Birmingham, Alabama 35203 Internet
Marcus.B.Cathey@bridge.bst.bls.com

Marcus B. Cathey
Sales Assistant Vice President
CLEC Interconnection Sales

June 18, 1998

Mr. David Nilson
Supra Telecom & Information Systems, Inc.
VP - System Design and Interconnection
2620 SW 27th Avenue
Miami, FL 33133

RE: Application for Physical Collocation at BellSouth's North Dade,
FL, Golden Glades and West Palm Beach, FL, Gardens
Central Offices

Dear Mr. Nilson:

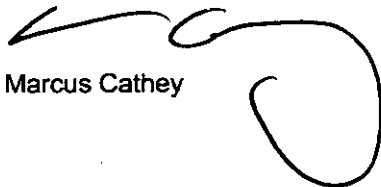
This is in response to Supra Telecom & Information Systems, Inc.'s (Supra) applications for physical collocation at BellSouth's North Dade Golden Glades (NDADFLGG) and West Palm Beach Gardens (WPBHFLGR) Central Offices.

As Supra was previously advised, floor space for physical collocation is unavailable in the North Dade Golden Glades and West Palm Beach Gardens Central Offices. In cases where space for physical collocation is unavailable, BellSouth offers virtual collocation arrangements in compliance with the Telecommunications Act of 1996, the Collocation Agreement between BellSouth and Supra signed by Supra on July 21, 1997, and BellSouth's Virtual Expanded Interconnection Service tariff, Tariff FCC No. 1, Section 20, and BellSouth's Florida Access Tariff, Section E20.

BellSouth filed a Petition for Waiver for exemption of the requirement of physical collocation with the Federal Communications Commission (FCC) for the North Dade Golden Glades Central Office on February 16, 1993, and for the West Palm Beach Gardens Central Office on November 18, 1993. BellSouth was granted the exemption waiver from the requirement of physical collocation for these locations by the FCC's Memorandum Opinion and Orders released June 9, 1993, and June 14, 1994, respectively.

We look forward to working with Supra on virtual collocation arrangements in the North Dade Golden Glades and West Palm Beach Gardens Central Offices as well as physical and/or virtual collocation in other central offices in which Supra may choose to collocate. Please feel free to call me on 205-321-4900.

Sincerely,


Marcus Cathey

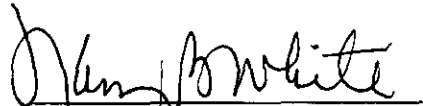
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BellSouth Telecommunications, Inc.
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REQUEST: Identify the total space (in square footage) for each BellSouth central office identified in Interrogatory no. 1.

RESPONSE: BellSouth objects to this Interrogatory to the extent that it is overly broad and neither relevant to the issues that are the subject of this proceeding nor reasonably calculated to lead to admissible evidence. With respect to the two BellSouth central offices that are the subject of this proceeding, BellSouth states the following:

West Palm Beach Gardens CO - 20,314 sf
North Dade Golden Glades CO - 26,255 sf


Nancy B. White

INFORMATION PROVIDED BY:

Nancy B. White
BellSouth Telecommunications, Inc.
150 West Flagler Street
Suite 1910
Miami, Florida 33130

J. D. Bloomer
10JJ1
301 W. Bay St.
Jacksonville, Fl 32201

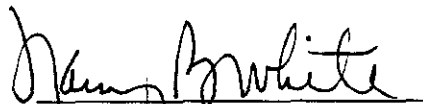
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BellSouth Telecommunications, Inc.
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REQUEST: Identify the amount of space (in square footage) currently occupied by BellSouth's equipment in each BellSouth central office identified in Interrogatory no. 1.

RESPONSE: BellSouth objects to this Interrogatory to the extent that it is overly broad and neither relevant to the issues that are the subject of this proceeding nor reasonably calculated to lead to admissible evidence. With respect to the two BellSouth central offices that are the subject of this proceeding, BellSouth states the following:

West Palm Beach Gardens CO - 14,853sf
North Dade Golden Glades CO - 18,989 sf


Nancy B. White

INFORMATION PROVIDED BY: Nancy B. White
BellSouth Telecommunications, Inc.
150 West Flagler Street
Suite 1910
Miami, Florida 33130

J. D. Bloomer
10JJ1
301 W. Bay St.
Jacksonville, Fl 32201

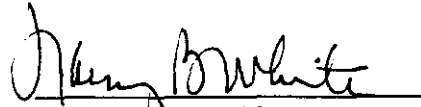
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BellSouth Telecommunications, Inc.
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REQUEST: Identify the amount of space (in square footage) currently unavailable for physical collocation or virtual collocation by ALECs in each BellSouth central office identified in Interrogatory no. 1.

RESPONSE: BellSouth objects to this Interrogatory to the extent that it is overly broad and neither relevant to the issues that are the subject of this proceeding nor reasonably calculated to lead to admissible evidence. With respect to the two BellSouth central offices that are the subject of this proceeding, BellSouth states the following:

West Palm Beach Gardens CO - 3197 sf
North Dade Golden Glades CO - 4035 sf


Nancy B. White

INFORMATION PROVIDED BY:

Nancy B. White
BellSouth Telecommunications, Inc.
150 West Flagler Street
Suite 1910
Miami, Florida 33130

J. D. Bloomer
10JJ1
301 W. Bay St.
Jacksonville, Fl 32201

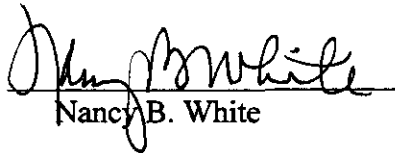
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BellSouth Telecommunications, Inc.
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REQUEST: Identify any space (in square footage) currently assigned for BellSouth's use for each BellSouth central office identified in Interrogatory no. 1.

RESPONSE: BellSouth objects to this Interrogatory to the extent that it is overly broad and neither relevant to the issues that are the subject of this proceeding nor reasonably calculated to lead to admissible evidence. With respect to the two BellSouth central offices that are the subject of this proceeding, BellSouth states the following:

West Palm Beach Gardens CO - 18050 sf
North Dade Golden Glades CO - 23024 sf


Nancy B. White

INFORMATION PROVIDED BY: Nancy B. White
BellSouth Telecommunications, Inc.
150 West Flagler Street
Suite 1910
Miami, Florida 33130

J. D. Bloomer
10JJ1
301 W. Bay St.
Jacksonville, FL 32201

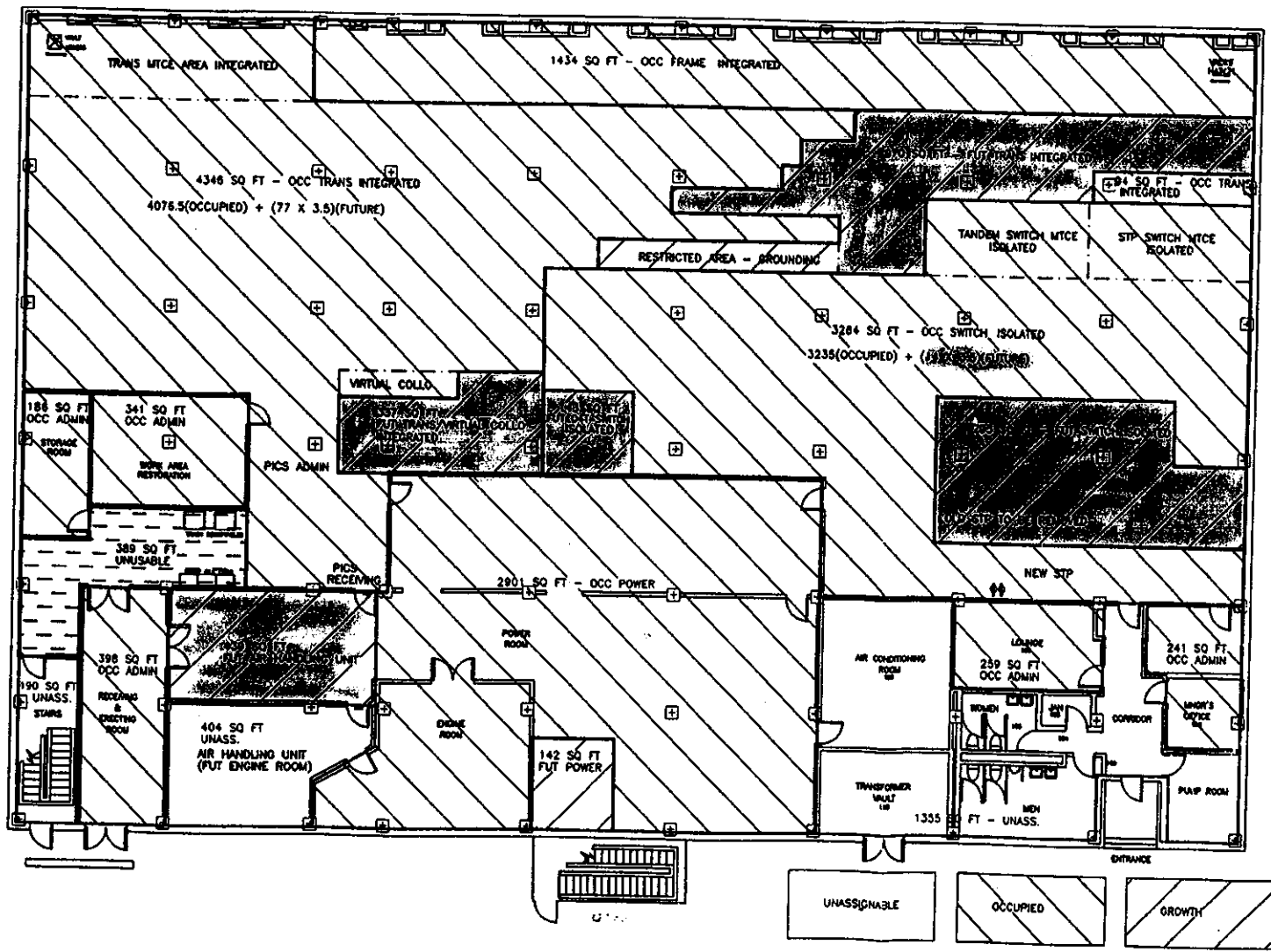
Docket No. 980800-TP
Exhibit No. OAR-7
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Supra Telecommunications & Information Systems, Inc.
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Name of Central Office	OAR - 4 Total Space	OAR - 5 Occupied*	Exhibits OAR - 6 Reserved for Future Use+ (All in Square Feet)	OAR - 7 Total Space Used by BS#
West Palm Beach Gardens	20,314	14,853	3,197	18,050
North Dade Golden Glades	26,255	18,989	4,035	23,024

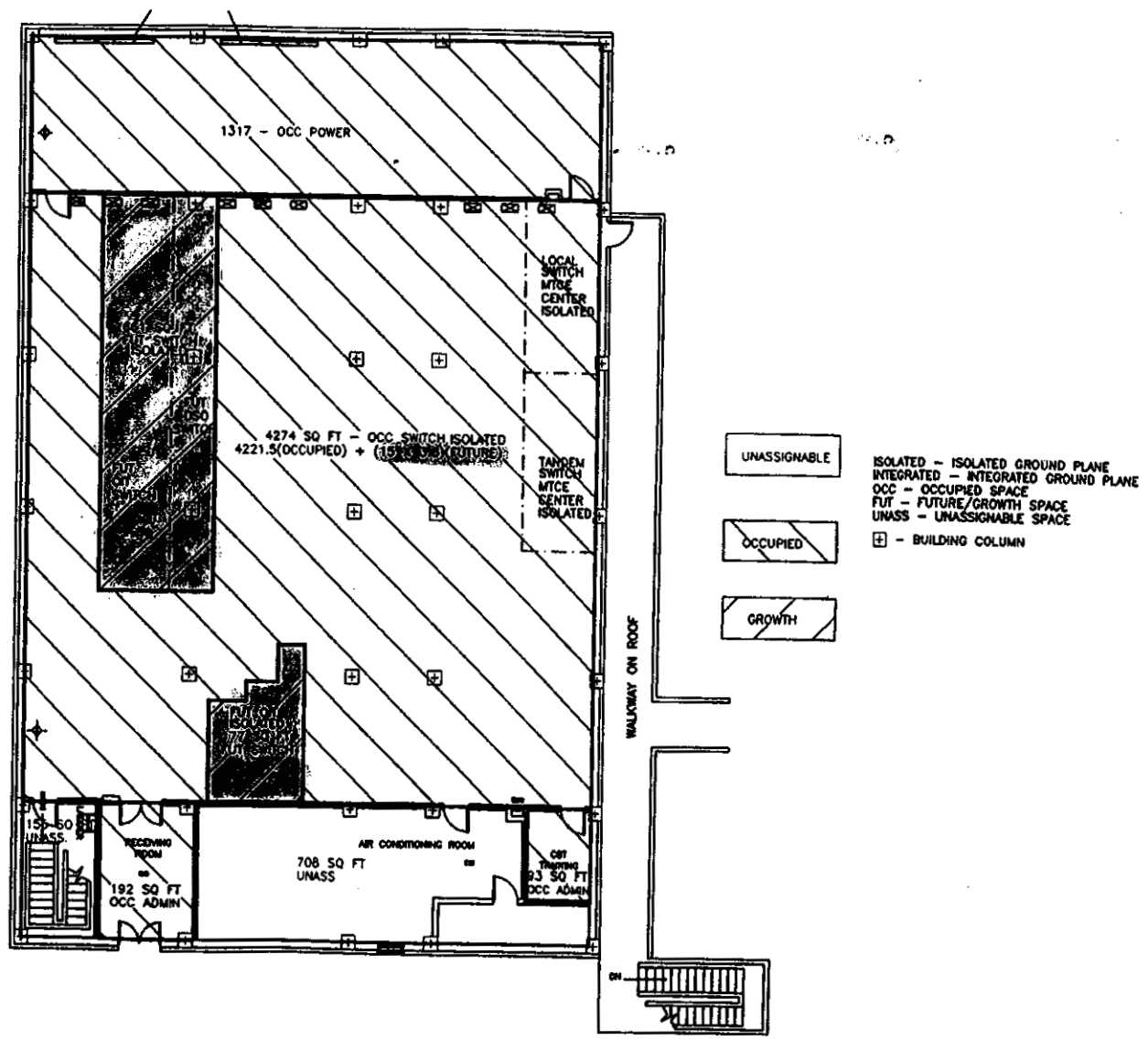
Notes:

1. Occupied*: All by BellSouth
2. Reserved For Future Use+: All by BellSouth
3. Total Space Used by BellSouth#: Addition of OAR - 5 and OAR - 6.

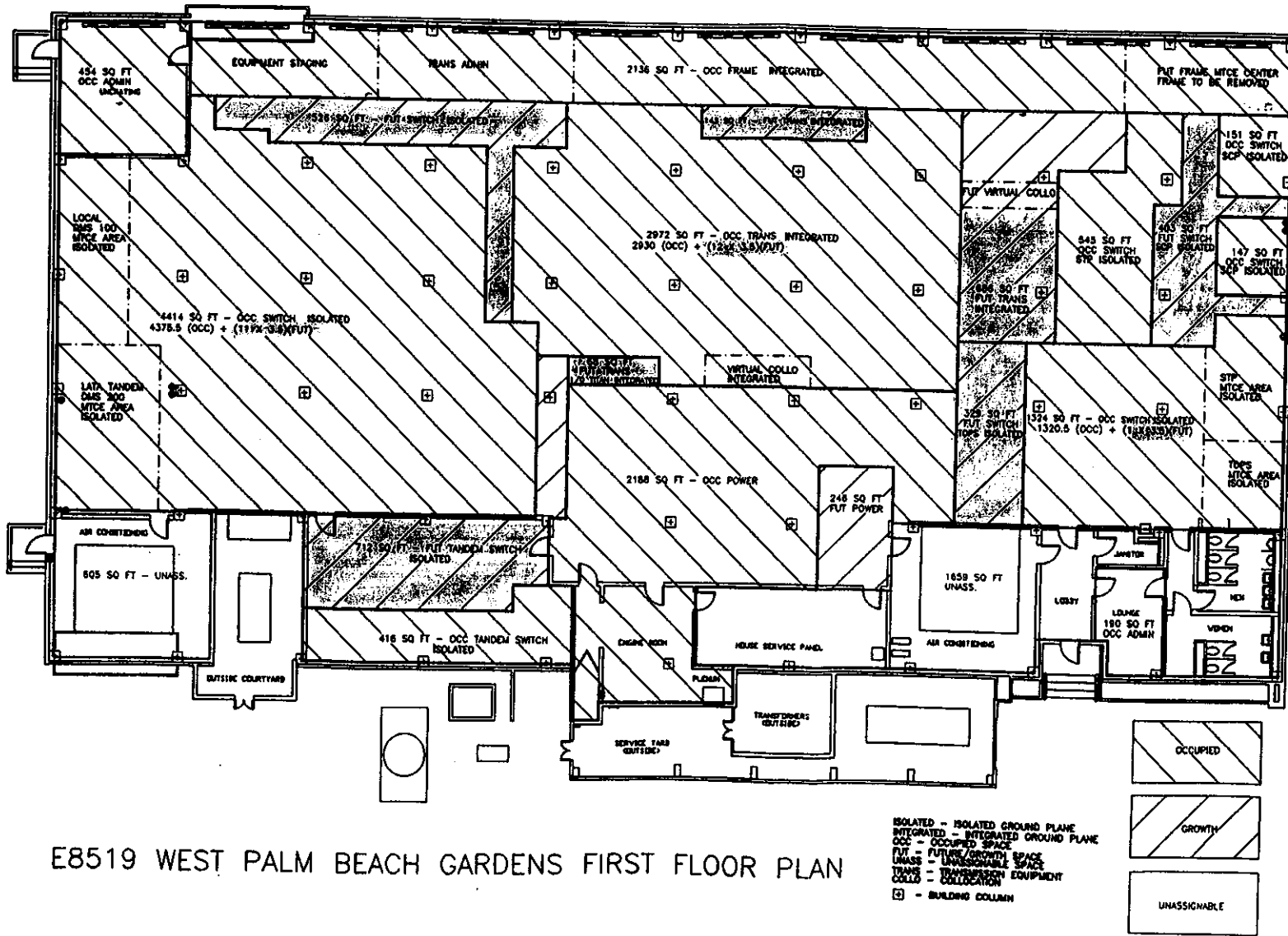


M6506 NORTH DADE GOLDEN GLADES FIRST FLOOR PLAN

ISOLATED - ISOLATED GROUND PLANE
 INTEGRATED - INTEGRATED GROUND PLANE
 OCC - OCCUPIED SPACE
 FUT - FUTURE/GROWTH SPACE
 UNASS - UNASSIGNABLE SPACE
 TRANS - TRANSMISSION EQUIPMENT
 COLLO - COLLOCATION
 ⊕ - BUILDING COLUMN



M6506 NORTH DADE GOLDEN GLADES SECOND FLOOR PLAN



Docket No. 980800-JTF
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REQUEST: Describe in detail, step by step, the process(es) currently utilized by BellSouth when a request for physical collocation is received.

RESPONSE: BellSouth objects to this Interrogatory on the grounds that is overly broad, unduly burdensome and oppressive.. The detailed processes utilized to fully analyze, design, construct and provision collocation consumes volumes. Nevertheless, BellSouth will provide a general overview of the process.

The application process for both Physical and Virtual Collocation is a two-phase process consisting of the Application Inquiry phase and the Bona Fide Firm Order phase. Both phases use BellSouth Expanded Interconnection forms (BSTEI forms). The order document is called BSTEI-1-P for Physical Collocation requests and BSTEI-1-V for Virtual Collocation requests. For each customer, BellSouth has designated a Collocation Coordinator ("Coordinator") per respective customer Account Team, to process collocation requests. ALECs requesting Physical Collocation may begin the Application Inquiry process prior to the execution of a Physical Collocation agreement with BellSouth. However, a contract agreement must be executed prior to proceeding to the Firm Order phase.

BellSouth will negotiate a Collocation Agreement as part of the standard interconnection agreement or as a separate, stand-alone document. The Collocation Agreement defines the process under which BellSouth offers collocation, and contains the general terms and conditions of the arrangements. Attached to this Request as part of the Production of Documents is a copy of a Collocation Agreement. This agreement may be negotiated on a regional or state-specific basis. Once the Collocation Agreement is negotiated, it is not necessary to re-negotiate an agreement each time a collocation arrangement is requested.

RESPONSE: (cont.)

To initiate the Application Inquiry phase, a requesting collocator submits a complete BSTEI-1 Application Inquiry document to its designated BellSouth Account Team Collocation Coordinator. A proposed equipment layout drawing and the appropriate Application Fee for either Virtual or Physical Collocation, respectively, must accompany each Application Inquiry as indication of a bona fide application. The Coordinator reviews the Application for completeness and accuracy based on the general knowledge of the type of information which should be contained in each of the BSTEI-1 data fields. If the Application is complete and the Application Fee is received by BellSouth, the Coordinator assigns a reference number and distributes the BSTEI-1 to the following BellSouth interdepartmental representatives and BellSouth certified contractor(s) for review, planning, estimating and response: Interexchange Network Access Coordinator (INAC) who acts as the state specific implementation manager; Capacity Management (CM) for equipment floor space, terminal equipment, tie cable, cable support structure, Point Of Termination equipment and power requirements, as well as estimated construction intervals; Property Management (P&SM) and Parsons for building floor space availability, architectural design and building construction cost estimates, preliminary design work, and interval projections; Outside Plant Engineering (OSPE) for entrance conduit and manhole capacity and facility placement review; and Central Office Operations for general planning space and review.

Based on the space and infrastructure analysis from the interdepartmental review team, BellSouth responds to the Application Inquiry in writing. Each interdepartmental representative documents their evaluation of the collocation request and responds in writing on the BSTEI-2 to the INAC. The INAC compiles responses from all organizations, clarifies any information gaps and forwards the response data to the Account Team Coordinator. The Coordinator will complete the response, ensure compliance with the terms of the customer's contract and send the response to the customer, outlining any administrative details at that time. The response contains items such as space availability, technical parameters, interval and cost estimates, technical contacts and next step

RESPONSE: (cont.)

procedures. Each of BellSouth's central offices presents a unique set of circumstances such as available space for collocation, amount of physical construction required, the complexity of the permitting process in a given municipality, and the adequacy of existing power equipment, cable support structure, and heating and air conditioning facilities. All of these factors and others contribute to the overall time required to evaluate BellSouth's ability to provide collocation at a particular location and to prepare a collocation space for a requesting collocator.

As stated in the Collocation Handbook, BellSouth responds to individual Virtual Collocation Application Inquiries within 20 business days from receipt of a complete BSTEI-1 and individual Physical Collocation Application Inquiries within 30 business days from receipt of a complete BSTEI-1. BellSouth works closely with customers to establish priorities for their request when there is a need to process multiple applications within the same time frame. Response intervals for multiple applications are negotiated based on the priority established by the requesting customer.

Should the Coordinator identify deficiencies or omissions in the Application document upon initial receipt, the Coordinator actively works with the customer and BellSouth interdepartmental representatives as necessary to resolve open issues. Such clarification activities might include, for example, convening a conference between the collocator's engineering staff and BellSouth's power engineers to resolve questions about power specifications. The Coordinator will provide written clarification to the customer as necessary to establish parameters for making their application accurate and complete. Once clarification has been received from the customer and the BSTEI Application document is updated to completeness, it is considered to be a Bona Fide Firm Order and will be distributed as described above.

RESPONSE: (cont.)

Upon the evaluation of a Physical Collocation Application, if BellSouth determines there is insufficient space within a BellSouth location to accommodate Physical Collocation, BellSouth will refund the Physical Collocation Application Fee. BellSouth will provide the state commission with information confirming the unavailability of Physical Collocation. The collocator may request Virtual Collocation, in lieu of Physical Collocation, at the same premises by submitting a Virtual Collocation BSTEI form with the appropriate Application Fee.

Requesting collocators will have 30 calendar days to review BellSouth's written response to the Application Inquiry and submit a complete and accurate Firm Order document for each location for which the collocator wishes to proceed. The Firm Order may be submitted on the same BSTEI form used during the Application Inquiry phase, provided all necessary revisions are clearly marked to indicate the applicant's finalized plans. Major material changes to the request may require re-analysis of the space and infrastructure requirements, and therefore a re-completion of the Inquiry and Application response phase. A detailed equipment drawing must accompany the Firm Order request along the pre-payment of applicable fees in order for the request to be Bona Fide. If a Firm Order document is not received within the specified time interval and no extenuating circumstances, as outlined in the Collocation Handbook, exist, BellSouth's response expires and the space is no longer reserved.

BellSouth will establish a Firm Order Date, per request, based upon the date BellSouth is in receipt of the complete and accurate Firm Order document, detailed equipment drawing and application fees. BellSouth is establishing a process whereby it will acknowledge the receipt of the Bona Fide Firm Order within fifteen days of receipt indicating that the Bona Fide Firm Order has been received and whether or not the order is accurate and complete. If the Firm Order is accurate and complete, the acknowledgment will be a Firm Order Confirmation which will indicate the Firm Order Date. If the Firm Order is not accurate and complete, BellSouth will acknowledge receipt of the BSTEI form with a letter detailing the necessary information needed to cause the order to be accurate and complete. BellSouth will not proceed with space or

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RESPONSE: (cont.)

infrastructure provisioning until the information required for an accurate and complete firm order is received in writing from the requesting collocator.

Subject to the availability of the collocator's personnel, a joint coordination meeting or other method of joint planning, such as a teleconference, is held between BellSouth, the collocator and the collocator's vendor within a minimum of seven days and a maximum of thirty days following BellSouth's receipt of a Bona Fide Firm Order. By mutual consent, the parties may establish a planning timeline other than the one described above. The purpose of the meeting is to finalize the construction and infrastructure design for specific customer requirements and to negotiate actual provisioning interval timelines and commitments within the parameters of the BellSouth's interval commitments. Immediately following the coordination meeting, BellSouth and its contractors complete architectural and infrastructure designs, file building permits as required, and begin infrastructure work. Building construction may not begin until building permits are received. Should additional power plant construction be required, as a general matter, building codes specify that this power plant work may not begin until a Certificate of Occupancy is issued for the newly constructed space.

INFORMATION PROVIDED BY:

Pamela A. Tipton
BellSouth Telecommunications, Inc.
28A55
675 W. Peachtree St.
Atlanta, Ga 30375

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Exhibit No. OAR-11
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BellSouth Interconnection Services 205 321-4900
9th Floor Fax 205 321-4334
600 North 19th Street Pager 1 800 946-4646 PIN 2295861
Birmingham, Alabama 35203 Internet
Marcus.B.Cathey@bridge.bst.bis.com

Marcus B. Cathey
Sales Assistant Vice President
CLEC Interconnection Sales

June 19, 1998

Mr. Olukayode Ramos
President and CEO
Supra Telecom & Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, FL 33133

Dear Mr. Ramos:

RE: Enhanced Service Provider

8

Thank you for meeting with BellSouth on June 9, 1998, to once again review the telecommunications issues and concerns of Supra Telecom & Information Systems, Inc. (Supra). During the course of the discussion regarding collocation at this meeting, you assured me that Supra will not be installing any equipment or ordering services associated with any BellSouth Physical Collocation or Virtual Collocation arrangement for the purpose of providing enhanced services or information services. BellSouth, in continuing to process Supra's collocation requests, is relying on these assurances. Any action by Supra contrary to your assurances will be considered a material breach of the Interconnection Agreement between our two companies.

BellSouth does not currently permit the collocation of Enhanced Service Provider/Internet Service Provider equipment at its premises and has no statutory or regulatory requirement to do so. The definition of enhanced services is contained in the Code of Federal Regulations, subsection 64.702 in relevant part and is as follows:

"...the term enhanced service shall refer to services, offered over common carrier transmission facilities...which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information;..."

Further, information services have been defined by the Telecommunications Act of 1996 at 47 USC § 3(20).

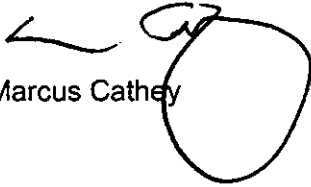
BellSouth offers physical collocation on a negotiated basis to all telecommunications service providers, including IXCs, CAPS, ALECs/OLECs and CMRS providers, and offers virtual collocation in accordance with BellSouth's Virtual Expanded Interconnection Service tariff, Tariff FCC No. 1, Section 20 and the Florida Access Tariff, Section E20. To the extent the

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equipment placed in a physical or virtual collocation arrangement is used only to provide telecommunications services as defined by the Communications Act of 1934 as amended by the Telecommunications Act of 1996, and does not employ enhanced or information capabilities as described above, BellSouth will negotiate for physical collocation or provide virtual collocation in accordance with the provisions of the tariff.

If you have questions regarding this matter, please contact your Account Team Collocation Coordinator. For physical collocation, contact Nancy Nelson at 205-321-4986 or for virtual collocation, contact Gretchen Temple at 205-321-4987.

Sincerely,


Marcus Cathey

**BellSouth Application Response for Physical Collocation
Including Service Interconnection (SI) and Expanded Interconnection Service (EIS)**

In accordance with the Telecommunications Act of 1996, Section 251 (c) (6), BellSouth submits the following information to David A. Nilson, this information is in response to the Supra Telecom and Information Systems (SUU) application for Physical Collocation at the BellSouth location HLWDFLPE. Your project Reference Number is HLWDFLPE.SUU.02

Supra's placement of the equipment listed on its Application is based upon Supra's assurance and contractual agreement to utilize such equipment only for the provision of telecommunications services. Such contractual obligation is a material term and condition to the acceptance of a Bona Fide Firm Order. BellSouth does not currently permit the collocation of enhanced services equipment. If any of the equipment listed on Supra's Application and Firm Order Document (BSTEI-1-P) provides enhanced services as defined in the Code of Federal Regulations, Supra will not be permitted to place such equipment within a BellSouth location.

To place a Bona Fide Firm Order, for the Physical Collocation application submitted, please provide to your BellSouth Collocation Coordinator, Nancy Nelson, the following items (as they apply):

1. Pre -- payment of the applicable fees identified within this response document and in accordance with your BellSouth Physical Collocation Master Agreement.
2. Submit a finalized, comprehensive Bona Fide Application and Firm Order Document (BSTEI-1-P on the current issue) detailing the specific Firm Order requirements of this arrangement. Include on the Firm Order any revisions negotiated with BellSouth and provide any supporting technical documents.

The Firm Order (BSTEI-1-P) package should include, but not be limited to, a finalized detailed cable and equipment inventory list, associated engineering and network drawings and the quantity of cross connections requirement (i.e. DS0, DS1 and DS3). Identification of the selected BellSouth Certified Installation and Engineering Vendor is also necessary. The current BellSouth Certified Vendor lists for equipment installation and engineering are available upon making a request to BellSouth. Please verify the chosen vendor for this project is available for selection at this time, indicate who will perform your installation and engineering..

If network cable entrance facilities are coming to this location indicate on the Firm Order* the number of actual cables planned and if single cable entry or multiple cable entry is necessary. The cable installation fee is paid for each cable installation and prepaid when submitting the Bona Fide Firm Order*. This item does not apply to anyone making a service interconnection arrangement.

You shall have thirty (30) days from the issuance of this response information to place a firm order. **This Physical Application expires on August 3, 1998** a Firm Order* for this application is not acceptable after this date. You would need to reapply to proceed with an arrangement at this location with a new application (BSTEI-1-P), including the payment of a new application fee. BellSouth will then evaluate the new application based on the then current business conditions at the location.

Send a Bona Fide Firm Order* and Prepayment(s) package to:

BellSouth Interconnection Services
Nancy K. Nelson, Collocation Manager
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

Prepayment Checks Make Payable to: BellSouth

To proceed to perform any work or to deliver equipment and/or cable within a wire center it is necessary to have an insurance certificate as proof of insurance a minimum of ten days prior to the start to BellSouth. Proof is sent to: Mrs. Billie Bridges, 1635 Cheswood Circle, Hoover, Alabama 35244. An annual notification for proof of insurance to BellSouth is necessary. Normally the insurance company will make this notification for you upon your request.

* An executed BellSouth Physical Collocation Master Agreement, including rates, terms and conditions for Physical Collocation is a requirement for considering a Firm Order to be acceptable and Bona Fide.

Please direct questions to: Nancy K. Nelson, Physical Collocation Manager
Office 205.321.4986 FAX 205.321.4351 Internet -- Nancy.Ne

1
08/25/98

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Exhibit No. 13
Page 1 of 4

**BellSouth Application Response for Physical Collocation
Including Service Interconnection (SI) and Expanded Interconnection Service (EIS)**

In accordance with the Telecommunications Act of 1996, Section 251 (c) (6), BellSouth submits the following information to David A. Nilson. In response to Supra Telecom and Information Systems (SUU) application for Physical Collocation into the BellSouth location HLWDFLPE.

A Reference Number of HLWDFLPE.SUU.02 applies to this application. Please use this reference number when referring to this arrangement as this number remains with the arrangement implemented.

BellSouth intervals for Space Preparation, Enclosure Construction (as applicable) and critical dates require negotiation among the applicant, BellSouth and the chosen BellSouth Certified Vendor during the first joint Coordination Meeting held except where otherwise specified (e.g. negotiated contract terms or PSC decision). BellSouth intervals do not include the intervals for attaining local government licenses, permits (including certificate of occupancy) or collocator initiated changes to the original firm order configuration of the installation. A collocator may proceed with equipment installation once space and enclosure are complete and accepted, proof of insurance is provided and the Certified Vendor supplies a Method Of Procedure (MOP).

SPECIFIC TO THIS REQUESTS:

This response is for: **Physical Collocation**

1. Your Interdepartmental Coordinator for this location is: Pat Solin @ 954.928.4707
2. Outside Plant contact for access to the BellSouth manhole is: N/A
3. Plant Construction Supervisor (PCS) for Master Contractor contact: N/A
4. Master Contractor N/A
5. Were multiple cable entrances a request? No access requested
6. Are multiple Cable entrances available? N/A
7. Entrance manhole: Manhole 1. N/A 2. N/A.
8. Estimate of the cable distance from an interconnection point to the CO vault or the CO entrance facility. Manhole 1. N/A Feet Manhole 2. N/A Feet
9. A. Estimate of connectorized, fire retardant, Riser Cable Length: N/A Feet
B. Estimate of cable distance to existing Collocation Arrangement: N/A
10. Estimate of additional engineering hours to be billed: 46 Hours estimated
- 11A. Non-enclosed Floor Space available: See Special Comments Square Feet
B. Enclosed Floor Space available: N/A
12. Power billing elements identified at completion of the project by the power installation vendor.
13. Cable support structure utilization depends on actual number of cable installations.
14. *Rack Height requirement: Seven (7) Feet, Rack width: Twelve (12) inches, Location in CO: Second Floor
15. Cable length between POT Bay and BellSouth equipment: DSO-DF: 300 Feet; DSX-1 250 Feet ; DSX-3: 250 Feet; LGX: N/A Feet, POT Bay to arrangement DSO-DF: 150 Feet, DSX-1 150 Feet; DSX-3: 150 Feet; LGX: N/A Feet
16. Central Office Manager or Representative: Tim Thornton @ 954.962.8924
17. Environment: Separate Entrance Access Escort Required: No Rest Room Access: Yes, with escort
Parking on site: Yes
18. Estimate of Space Preparation Cost: See Special Comments
19. This application will expire August 3, 1998.

* An equipment installation must adhere to the BellSouth Central Office height and depth requirements.

Note 1: A Bona Fide Firm Order requires the prepayment of the following fees as they apply: Cable installation fee, per cable installation. Fifty percent (50%) of an Enclosure Construction fee and of the Space Preparation cost estimate. BellSouth must have proof of insurance and a Method of Procedure (MOP) prior to the start of work.

Note 2: Some information within this response are estimates of the physical collocation application work requirements. Actual costs or intervals may differ from the estimate shown and are dependent upon the ultimate work done except where otherwise specified (e.g. negotiated contract terms). Final project cost calculations follow the project's completion.

Please direct questions to: **Nancy K. Nelson, Physical Collocation Manager**
Office 205.321.4986 FAX 205.321.4351 Internet – Nancy.Nelson1

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08/25/98

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**BellSouth Application Response for Physical Collocation
Including Service Interconnection (SI) and Expanded Interconnection Service (EIS)**

Special Comments: HLWDFLPE.SUU.02

1. Non-enclosed space is available for a Physical Collocation arrangement installation at *the HLWDFLPE wire center*. BellSouth requires that when provisioning a non-enclosed Physical Collocation space, detailed equipment engineering diagrams, including number of equipment bays, the actual dimensions of each bay and proposed layout, must be provided with the submission of a Bona Fide Firm Order. These diagrams will facilitate efficient planning of the space layout. Note: For non-enclosed floor space calculation please refer to your agreement item V. RATES AND CHARGES, Article B. Floor Space, Sentence Three.
2. Please plan to post emergency contact names and telephone numbers to the exterior of a physical space enclosure or *attach directly to the racking of a non-enclosed physical arrangement*. From time to time BellSouth may require access to space occupied by collocator. BellSouth retains the right to access such space for the purpose of making equipment and building modifications, e.g., running, altering or removing racking; ducts; electrical wiring; HVAC; and cables. BellSouth will give reasonable notice to collocator when access to collocation space is required and collocator may elect to be present whenever BellSouth performs work in the collocation space. It is agreed that collocator will not bear any of the expense associated with this work
3. The estimate preparation interval for space acceptance is *ninety (90) days*, following the a Bona Fide Firm Order. BellSouth interval does not include the intervals for attaining local government licenses, permits (including certificate of occupancy) or collocator initiated changes to the original firm order configuration of an installation.
4. The finalized actual costs may differ from any cost estimates provided as they are dependent on the actual work performed or terms within your agreement. The actual costs are provided following the project work completion. Prepay fifty percent (50%) of the Space Preparation. Prepay fifty percent (50%) of the Space Enclosure construction cost. Information in this response are cost estimates based on the application information and subject to the terms, conditions and rates within your agreement.
5. BellSouth provides the appropriate quantity of Point Of Termination (POT) Bays based on the wiring requirements found in the BSTEI-1-P form of the Bona Fide Firm Order. BellSouth does not provide wiring which exceeds the capacity of the equipment installation or provides termination capacity beyond a two (2) year forecast. Based on the large number of termination requested, BellSouth requests Supra to provide assurance in writing that the wiring requirements represent a maximum of a two (2) year or twenty four (24) month forecast.
6. BellSouth normally brings overhead cable racking up to an enclosure space. Then a collocator will provide the necessary overhead cable racking within the enclosure space. If the physical collocation arrangement is within the space known as the "common physical collocation space" or the installation is without an enclosure then BellSouth will control the overhead racking placement and provide overhead racking for use by the collocator. The Bona Fide Firm Order from a collocator must provide to BellSouth a detail equipment layout for BellSouth to design the overhead racking for a non-enclosed arrangement.
7. You shall have **thirty (30) days** from issuance of this response information to place a firm order. **This Physical Application expires on August 3, 1998**. Firm Order for this application is not acceptable after this date. You will need to reapply to proceed with an arrangement at this location with a new application (BSTEI-1-P), including payment of an application fee. BellSouth will then evaluate the new application based on the then current business conditions at the location.
8. To proceed to perform any work or to deliver equipment and/or cable within a wire center it is necessary to have an insurance certificate as proof of insurance a minimum of ten days prior to the start to BellSouth. Proof is sent to: Mrs. Billie Bridges, 1635 Cheswood Circle, Hoover, Alabama 35244. An annual notification for proof of insurance to BellSouth is necessary. Normally the insurance company will make this notification for you upon your request. Access to the wire center requires proper, picture identification at all times. Access will be denied to anyone without proper identification, even if individual is known.

Please direct questions to: Nancy K. Nelson, Physical Collocation Manager
Office 205.321.4986 FAX 205.321.4351 Internet – Nancy.Nelson1@

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**BellSouth Application Response for Physical Collocation
Including Service Interconnection (SI) and Expanded Interconnection Service (EIS)**

9. Cost Summary for HLWDFLPE.SUU.02

<u>Line Item</u>	<u>Total</u>
1. Space Construction	N/A*
*Space Enclosure Construction fee per 100 square feet at \$4,500.00 per the Schedule of Rates and Charges found in your agreement..	
2. Cable Installation	N/A *
*Per your agreement the fixed installation rate applies per entrance cable at \$2,750.00 per cable.	
3. Space Preparation	\$ 46,612.00 *

*Per your agreement this includes your prorated cost estimates for demolition, wall construction, lighting, electromechanical, floor treatment, A&E fees, HVAC, ingress/egress, OSHA compliance, local code compliance, cable support structure, power, grounding plane, etc.

Space Construction	\$ 14,841.00
Frame, Cable, Cable Support, Etc.	3,036.00
Power	<u>24,735.00</u>
Total	\$ 46,612.00

Space Construction \$14,841.00= Project expenses to BellSouth, General construction is \$26,687.00, Architectural & engineering fees \$17,584.00, HVAC \$24,375.00 and electrical \$46,625.00

Frame, Cable, Cable Support, Etc. \$ 3,036.00= Cable Support Structure new construction

Power \$24,735.00 = Standby engine and power plant construction

In summary of the above information the prepayment necessary is in the amount as following:

1. Space Construction	N/A	\$ N/A
2. Cable Installation	N/A	\$ N/A
3. Space Preparation	\$ 46,612.00 @ 50%	\$ 23,306.00
Total prepayment due at time of Firm Order		\$ 23,306.00

Per your agreement a true-up of cost estimates will follow the completion of the implementation project.

August 3, 1998 is this application's expiration date

Please direct questions to: Nancy K. Nelson, Physical Collocati
Office 205.321.4986 FAX 205.321.4351 Internet -- Nancy.Nelson1@b

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08/25/98

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Page 4 of 4



STIS

Supra Telecom & Information Systems, Inc.

Phone: (305) 443-3710
Fax: (305) 443-1078
2620 S.W. 27th Avenue
Miami, FL 33133
Email: sales@stis.com
www.stis.com

Date: July 1, 1998

Mr. Marcus B. Cathey
Sales Asst. Vice President
CLEC Interconnection Sales
BellSouth Interconnection Services
9th Floor, 600 North 19th Street
Birmingham, Alabama 35203

Dear Mr. Cathey,

RE: ENHANCED SERVICE PROVIDER

I am in receipt of your letter dated June 19, 1998 regarding the above subject matter. I cannot remember meeting with BellSouth on June 9, 1998. The meeting I remember was held on June 8, 1998.

Paragraph one of the above referenced letter reads:

During the course of the discussion regarding collocation at this meeting, you assured me that Supra will not be installing any equipment or ordering services associated with any BellSouth Physical Collocation or Virtual Collocation arrangement for the purpose of providing enhanced services. BellSouth, in continuing to process Supra's collocation requests, is relying on these assurances. Any action contrary to your assurances will be considered a material breach of the Interconnection Agreement between our two companies.

I am very confident that I did not give you such an impression. What I told you was Supra's primary line of business is the provision of telecommunications services. You failed to mention in your letter the specific section(s) in the Interconnection Agreement that Supra would have breached if it indeed offered enhanced services. You may wish to point us to the appropriate sections in that agreement for our consideration and understanding.

At this juncture, we would like to direct your attention to specific sections in our Collocation Agreement and the Code of Federal Regulations.

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Exhibit No. 14
Page No. 1 of 2

Please refer to Section III, Paragraph A of the Collocation Agreement executed on July 24, 1997 between Supra and BellSouth which states in part:

Nature of Use: BellSouth shall permit Interconnector to place, maintain and operate in the collocation space any equipment that Interconnector is authorized by BellSouth and by Federal or State regulators to place, maintain and operate in collocation space and that is used by Interconnector to provide services which Interconnector has the legal authority to provide.

Part 47 of the Code of Federal Regulations, §51.100 (b) reads:

A telecommunications carrier that has interconnected or gained access under sections 251(a)(1), 251(c)(2), or 251(c)(3) of the Act, may offer information services through the same arrangement, so long as it is offering telecommunications services through the same arrangement as well.

Supra views its corporate obligations seriously and expects its partners to do the same. We should all respect and obey the law. No responsibility is more fundamental than obeying the law. The laws of this country deserve to be respected and obeyed. Nobody has a more sacred obligation to obey the Telecommunications Act than those who participated in its creation. It is no secret that BellSouth actively participated in the writing of the Telecommunications Act of 1996.

If you need further clarification on the content of this letter, please feel free to call me at (305) 476 4220.

I look forward to an immediate resolution of this matter.

Sincerely yours,



Olukayode A. Ramos
Chairman and CEO

BellSouth Interconnection Services
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

205 321-4900
Fax 205 321-4334
Pager 1 800 946-4646 PIN 2295861
Internet
Marcus.B.Cathey@bridge.bst.bis.com

Marcus B. Cathey
Sales Assistant Vice President
CLEC Interconnection Sales

July 14, 1998

Olukayode A. Ramos
President and CEO
Supra Telecom & Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, Florida 33133

Re: Equipment in Collocation Arrangements

Dear Kay:

The purpose of this letter is to respond to your letter to me dated July 1, 1998 and to clarify BellSouth's position regarding the placement of equipment in collocation arrangements. In the interest of moving the issues before our two companies forward, I will not focus on the obvious disagreement between BellSouth and Supra as to the substance of the conversations on June 8th or 9th, 1998 regarding the placement of equipment in Supra's collocation arrangements. Neither I, nor the other BellSouth representatives in attendance concur in your recollection of what was stated by you in that meeting. It remains my understanding from that meeting that Supra was planning to offer enhanced services from a location outside of the physical collocation arrangement on BellSouth premises.

BellSouth is very aware of the language of the section of the physical collocation arrangement agreement dealing with nature of use as well as the specific CFR regulation cited in your letter. These cites, as well as additional language found in the FCC's First Report and Order, issued August 8, 1996, support BellSouth's policies regarding collocation arrangements.

Clearly stated, BellSouth's policy is as follows:

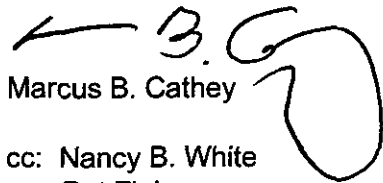
BellSouth offers physical collocation arrangements to telecommunications service providers for the purposes of interconnection as well as for the purposes of the telecommunications carrier gaining access to BellSouth's unbundled network elements. BellSouth will permit the placement of equipment in the physical collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering telecommunications services through the same arrangement.

BellSouth is not required to provide for collocation of equipment that can only provide enhanced services or information services. In addition, BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. Further, BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

BellSouth offers virtual collocation arrangements pursuant to the rates, terms and conditions set forth in BellSouth's FCC Tariff No. 1. BellSouth has not been required to provide virtual collocation arrangements for the placement of switching equipment.

I hope that the foregoing will resolve the collocation issues before us.

Sincerely,


Marcus B. Cathey

cc: Nancy B. White
Pat Finlen

BellSouth Interconnection Services
675 West Peachtree Street
Atlanta, Georgia 30375

Customer Letter / Announcement
SN91081348

Date: July 14, 1998
To: All Interconnection Services Customers
Subject: BellSouth Physical Collocation Policy

The purpose of this letter is to clarify BellSouth's position regarding the placement of equipment in Physical Collocation arrangements. BellSouth offers Physical Collocation to telecommunications service providers for the purposes of interconnection as well as for the purposes of the telecommunications carrier gaining access to BellSouth's unbundled network elements. BellSouth offers Physical Collocation arrangements via contractual agreements.

BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering telecommunications services through the same arrangement. BellSouth is not required to provide for collocation of equipment that can only provide enhanced services or information services. In addition, BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. Further, BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

Should you have questions regarding BellSouth's Collocation offerings, please contact your Account Representative.

Sincerely,

ORIGINAL SIGNED BY JIM BRINKLEY

Jim Brinkley - Director
Interconnection Services



STIS

Supra Telecom & Information Systems, Inc.

Phone: (305) 443-3710
Fax: (305) 443-1078
2620 S.W. 27th Avenue
Miami, FL 33133
Email: sales@stis.com
www.stis.com

August 17, 1998

VIA FAX: (305) 577-4491

Nancy B. White, Esq.
and Mary Jo Peed, Esq.
c/o Ms. Nancy Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, Florida 32301

Dear Nancy and Mary Jo:

I wish to address several matters that are pending between Supra Telecommunications & Information Systems, Inc., and BellSouth Telecommunications, Inc., that need to be resolved.

1. Regarding the issue of Supra's desire to physically collocate in the North Dade Golden Glades and the West Palm Beach Gardens' central offices, it is Supra's position that there is adequate space for Supra to physically collocate its Class 5 switches and other necessary equipment. I would like to set up a meeting to discuss the results of the walk-throughs and the revised central office maps and Supra's specific desires regarding space in each of these central offices.

In addition, when you and I met a few weeks ago, you stated you would obtain specific information regarding any problems with meeting the Florida Public Service Commission's three month deadline for each of Supra's applications for physical collocation. We need to have specific information regarding whether BellSouth intends to meet the deadline for each application or exactly why the deadline cannot be met for each application.

2. Regarding the issue of what equipment Supra intends to physically collocate in the 17 BellSouth central offices that Supra has applied for, it is Supra's intention to physically collocate equipment that will provide information services as well as basic telecommunications services. The "information services" equipment that Supra intends to physically collocate includes equipment that can provide anything traditionally considered "information services," as well as anything considered an "enhanced service," Internet services, etc. The specific equipment has been identified on the physical collocation applications that have already been approved by BellSouth. It is Supra's position that the Telecommunications Act and the FCC's

Docket No. 980800-TP

Exhibit No. 17

Page 1 of 2

First Report and Order provide legal support for Supra's right to physically collocate this type of equipment in BellSouth's central offices. Supra would like an immediate clarification from BellSouth regarding whether BellSouth intends to object to any of Supra's equipment being physically collocated on the basis of any theory so that Supra may apply for a decision on this matter at the Florida Public Service Commission.

3. Regarding the issue of Supra's right to obtain combinations of unbundled network elements from BellSouth, it is Supra's position that Supra's interconnection agreement provides authority for Supra to obtain these combinations. The attached Section from Supra's interconnection agreement specifically provides Supra this right. To the extent BellSouth intends to rely on the fact that the version of the Interconnection Agreement filed by BellSouth with the Florida Public Service Commission does not include this particular section, Supra wishes to inform BellSouth that the draft agreement that Mr. Finlen provided Mr. Ramos and which Mr. Ramos signed immediately (according to Mr. Finlen's testimony), and that Mr. Finlen provided Supra by e-mail immediately prior to producing the final version for signing, included this provision. If there is a difference between the draft version agreed to and the version filed with the Commission (other than the removal of the Collocation and Resale Agreements which had been entered into separately and the insertion of Supra's name in appropriate spaces), Supra suggests that any such difference should not exist and BellSouth may wish to inquire internally as to how that might have happened.

Therefore, Supra would like to be informed immediately as to the prices for the combinations of unbundled network elements set out in Supra's Interconnection Agreement and the time frames in which they can be provided.

You will note that this letter is not being copied to the Commission Staff at this time to permit BellSouth and Supra the opportunity to work these matters out. However, this is a very narrow window of opportunity. If we do not hear from you on these issues within the next day or two, Supra will be forced to pursue relief at the Commission. Thank you for your attention to these matters.

Sincerely,



Suzanne F. Summerlin

SFS:ss

Legal Department

NANCY B. WHITE
Assistant General Counsel - Florida

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

August 21, 1998

Via Facsimile and Federal Express

Suzanne Fannon Summerlin, Esq.
1311-B Paul Russell Rd., #201
Tallahassee, Florida 32301

RE: Docket No. 980800-TP (Collocation)

Dear Ms. Summerlin:

Pursuant to your letter of August 17, 1998, this is BellSouth's response to Issue 1 delineated therein. As I advised you, Mary Jo Peed will be responding to your Issues 2 and 3.

With regard to Issue 1, it remains BellSouth's position that there is inadequate space in the North Dade Golden Glades and West Palm Beach Gardens central offices for Supra to physically collocate. I will, however, be happy to meet with you further regarding this matter.

With regard to the three month time frame for completing physical collocation work by BellSouth, please be advised that BellSouth individually negotiates the *specific interval for each collocation request* based on a number of factors. BellSouth, cannot, however guarantee a three month time period. As we discussed, several mitigating factors that are outside BellSouth's control, such as permitting interval, local building code interpretation and unique construction requirements, affect the provision interval. BellSouth believes it is operating within the parameters of the Florida Commission's guidelines by negotiating time periods on a per request basis. Indeed, the Commission in Order No. PSC-98-0595-PCO-TP, issued on April 27, 1998, stated that:

"As stated in the Order, the parties may reach an agreement as to the time for a particular request. The purpose of the three month time frame is to serve as a guideline of what we consider reasonable. We find that our Order is clear as to our intent that the parties to a request for collocation would attempt to resolve any problems with that time frame on a case by case basis, and would only come to use if they were unable to resolve their problems." (p. 6).

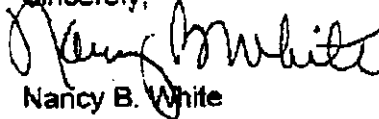
A permit is required by each municipality involved for any construction work that modifies mechanical, electrical, architectural or safety factors. Specific permitting requirements and timelines vary from municipality to municipality. Each municipality, however, requires the submittal of a set of signed and sealed construction documents that have been prepared by a registered architect. Each municipality has their own interpretation of the building code requirements. For example, one municipality refused to issue a Certificate of Occupancy until BellSouth agreed to replace the high voltage fire alarm systems within the central office within two years. Another municipality refused to issue a Certificate of Occupancy until BellSouth agreed to replace a sidewalk at the central office.

In addition, all South Florida municipalities have indicated that physical collocation makes the central office a multi-tenant environment. There is a difference of opinion, however, between the municipalities on the method of treating the "tenant" space. Some municipalities require a minimum one-hour fire rated wall around the collocator enclosure and not the common area, while others require the rated wall around just the common area. The majority require enclosures around both the common area and the collocator enclosure. With rated walls, more complex mechanical and electrical systems must be constructed.

Attached hereto is a list of the offices involved in Supra's collocation request which contains a description of the permitting process for each locale, as well as the average length of time encountered in the permitting process by BellSouth.

For all these reasons, BellSouth cannot guarantee that collocation can be completed in a given central office within three months of a collocation application. If you have any further questions, please contact me.

Sincerely,



Nancy B. White

NBW/vf
Attachments

General Description of Permit Process

- 1) Boca Raton
- 2) Ft. Lauderdale (Cypress)
- 3) Ft. Lauderdale (Main)
- 4) Ft. Lauderdale (Plantation)
- 5) Hollywood
- 6) Hollywood (Pembroke Pine)
- 7) Hollywood (West)
- 8) Miami (Alhambra)
- 9) Miami (Biscayne)
- 10) Miami (Grande)
- 11) Miami (Hialeah)
- 12) Miami (Perrine)
- 13) Orlando (Magnolia)
- 14) Melbourne
- 15) West Palm Beach (Greenacres)

Boca Raton

Municipality: West Palm
Building Department: City of Boca Raton Building Department

Permitting Process

- Plans go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter
Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 6 to 8 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Ft. Lauderdale (Cypress)

Municipality: City of Ft. Lauderdale
Building Department: City of Cypress Building Department

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department
(All plans have to be submitted at the same time)

- Forms/signed and sealed plans are dropped off at front counter
- All plans are submitted at the same time. Mechanical, Electrical & Fire Alarm must submit applications at the same time as the architectural
- Must submit a copy of the contract with the owner
- Must provide copies of contracts between contractors and sub-contractors
- Process/Permit number is assigned
- Insurance, licenses of General Contractor are verified
- Plans routed through
 - Building
 - Fire
 - Zoning
 - Landscaping
 - Mechanical
 - Electrical
 - Plumbing

(Average Processing Time: 6 to 8 weeks)

Ft. Lauderdale (Cypress) cont'd

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Ft. Lauderdale (Main)

Municipality: City of Ft. Lauderdale
Building Department: City of Ft. Lauderdale Building Dept.

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department
(All plans have to be submitted at the same time)

- Forms/signed and sealed plans are dropped off at front counter
- All plans are submitted at the same time. Mechanical, Electrical & Fire Alarm must submit applications at the same time as the architectural
- Must submit a copy of the contract with the owner
- Must provide copies of contracts between contractors and sub-contractors
- Process/Permit number is assigned
- Insurance, licenses of General Contractor are verified
- Plans routed through
 - Building
 - Fire
 - Zoning
 - Landscaping
 - Mechanical
 - Electrical
 - Plumbing

(Average Processing Time: 6 to 8 weeks)

Ft. Lauderdale (Main) cont'd

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Ft. Lauderdale (Plantation)

Municipality: City of Ft. Lauderdale
Building Department: City of Plantation Building Department

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department
(All plans have to be submitted at the same time)

- Forms/signed and sealed plans are dropped off at front counter
- All plans are submitted at the same time. Mechanical, Electrical & Fire Alarm must submit applications at the same time as the architectural
- Must submit a copy of the contract with the owner
- Must provide copies of contracts between contractors and sub-contractors
- Process/Permit number is assigned
- Insurance, licenses of General Contractor are verified
- Plans routed through
 - Building
 - Fire
 - Zoning
 - Landscaping
 - Mechanical
 - Electrical
 - Plumbing

(Average Processing Time: 6 to 8 weeks)

Ft. Lauderdale (Plantation) cont'd

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Hollywood

Municipality: City of Hollywood
Building Department: City of Hollywood Building Department

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

Building
Fire
Zoning
Landscaping
Mechanical
Electrical
Plumbing

(Average Processing Time: 6 to 8 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Hollywood (Pembroke Pines)

Municipality: City of Hollywood
Building Department: City of Pembroke Pines Building Dept.

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 4 to 6 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Hollywood (West)

Municipality: City of Hollywood
Building Department: City of Hollywood Building Department

Permitting Process

- Plans are submitted to Broward County Health Department if no sewer connection.
(Processing Time: Varies 1 to 2 days average)
- Plans then go to Department of Natural Resources Protection for Review
(Processing Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 6 to 8 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Miami (Alhambra)

Municipality: City of Coral Gables
Building Department: City of Coral Gables Building Dept.

Permitting Process

- Plans are submitted to the Department of Environmental Resources Management for review
(Process Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter
Process/Permit number is assigned
Insurance, licenses of General Contractor are verified
Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 3 to 4 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Miami (Biscayne)

Municipality: City of Coral Gables
Building Department: City of Coral Gables Building Dept.

Permitting Process

- Plans are submitted to the Department of Environmental Resources Management for review
(Process Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter
Process/Permit number is assigned
Insurance, licenses of General Contractor are verified
Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 3 to 4 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Miami (Grande)

Municipality: City of Miami
Building Department: City of Miami Building Department

Permitting Process

- Plans are submitted to the Department of Environmental Resources Management for review
(Process Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter
Process/Permit number is assigned
Insurance, licenses of General Contractor are verified
Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 3 to 4 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- if no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Miami (Hialeah)

Municipality: City of Hialeah
Building Department: City of Hialeah Building Department

Permitting Process

- Plans are submitted to the Department of Environmental Resources Management for review
(Process Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter
Process/Permit number is assigned
Insurance, licenses of General Contractor are verified
Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 5 to 7 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Miami (Perrine)

Municipality: Dade County
Building Department: City of Perrine Building Department

Permitting Process

- Plans are submitted to the Department of Environmental Resources Management for review
(Process Time: Varies 2 to 3 days average)
- Once approved by the above:

Plans then go to the Building Department

Forms/signed and sealed plans are dropped off at front counter
Process/Permit number is assigned
Insurance, licenses of General Contractor are verified
Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 6 to 8 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Orlando (Magnolia)

Municipality: City of Orlando
Building Department: City of Orlando Building Department

Permitting Process

- Plans go to the Building Department

Forms/signed and sealed plans are checked in off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 6 to 8 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement". Owner or a representative of the owner has to sign this form. Has to be posted at the job site.

Orlando (Melbourne)

Municipality: Brevard
Building Department: City of Melbourne Building Department

Permitting Process

- Plans go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 5 to 7 weeks)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

West Palm Beach

Municipality: West Palm
Building Department: City of West Palm Beach Building Dept.

Permitting Process

- Plans go to the Building Department

Forms/signed and sealed plans are dropped off at front counter

Process/Permit number is assigned

Insurance, licenses of General Contractor are verified

Plans routed through

- Building
- Fire
- Zoning
- Landscaping
- Mechanical
- Electrical
- Plumbing

(Average Processing Time: 4 weeks, generally)

- Once reviewed by each department, sent to front counter
- If there are comments, plans go back to Architectural and Engineering firms for corrections
- If no comments, plans are ready for permit
- Fill out and file with Clerk of the County Court "The Notice of Commencement"

Forms Needed for Permitting Process

DNRP Forms Needed

Land Use Permit - Development review procedure
Statement of Responsibility regarding Asbestos
Land User and Permit - Information for Approval
Application for approval of construction plans
Industrial review application

Health Department

Health Department permit application

Mary Jo Peed
General Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375-0001
Telephone: 404-335-0705
Facsimile: 404-525-5360

August 21, 1998

Via Facsimile

Suzanne Fannon Summerlin, Esq.
1311-B Paul Russell Road, #201
Tallahassee, Florida 32301

Re: Your letter of August 17, 1998

Dear Ms. Summerlin:

Pursuant to your letter of August 17, 1998, this is BellSouth's response to Issues 2 and 3 delineated therein. As I stated in my voice mail earlier this week, Nancy White will be responding to your Issue 1 under separate cover.

With regard to Issue 2 and the type of equipment that may be placed in physical collocation space occupied by Supra, you and I had a detailed conversation regarding this matter at the end of July. Contrary to your assertion, BellSouth has never approved the placement of the equipment listed in Supra's applications for physical collocation space.

Supra's physical collocation applications request that Supra be allowed to place ATM nodes (Cisco Systems Model No. IGX-16-RM); Digital switches (Lucent Tech Model No. 5ESS); Digital Loop Carrier equipment (Lucent Tech Model No. SLC2000); and Cisco Systems equipment Model No. AS5248-56K-CH (identified by Supra as Remote Access Concentrators). Section III(A) of Supra's Collocation Agreement, executed by Mr. Ramos on July 21, 1998, states that "BellSouth shall permit Interconnector to place, maintain, and operate in the Collocation Space any equipment that Interconnector is authorized by BellSouth and by Federal or State regulators to place, maintain and operate in collocation space and that is used by Interconnector to provide services which Interconnector has the legal authority to provide." In an effort to be perfectly clear and to finally put this issue to rest, **BellSouth does not authorize the placement of the remote access concentrators in the physical collocation space occupied by Supra. BellSouth does, however, authorize the placement of the ATM nodes, the digital switches, and the digital loop carrier equipment identified by the model**

numbers in Supra's applications in the physical collocation space occupied by Supra.

BellSouth's position regarding Supra's equipment requests is consistent with the BellSouth policy sent to Mr. Ramos from Marc Cathey on July 14, 1998 and is consistent with our discussions at the end of July and the portions of the FCC's First Report and Order that I cited in those discussions.¹ ATM nodes, digital switches and digital loop carrier equipment are all capable of providing telecommunications services and information services through the same arrangement. The remote access concentrator equipment is not. BellSouth administers its policy regarding equipment placed by Interconnectors in physical collocation arrangements in a non-discriminatory manner.

With regard to Issue 3, I have researched the issue of the language regarding network element combinations cited in Mr. David Nilson's letter to Marc Cathey dated August 3, 1998. That language was not contained in the interconnection agreement executed by BellSouth and Mr. Ramos and filed with the Florida Public Service Commission. The language was contained in the e-mailed agreement sent to Mr. Ramos by Pat Finlen. Mr. Finlen did not know of the inconsistencies between the two documents when he prepared the final version of the agreement to be executed and did not become aware of the inconsistency until Mr. Nilson's letter of August 3rd. I am enclosing an amendment to the filed agreement to be executed by Mr. Ramos so that the language may be incorporated within the filed and approved document. On behalf of BellSouth, I apologize to Supra for this error.

As to the intent of the language of sections 2.1.1 through 2.1.6, this language does not give Supra authority to obtain these combinations. The language of section 2.1.1 is conditional upon two discreet events, neither of which have occurred. As you know section 2.1.1 states the following:

Where BellSouth offers to Supra Telecommunications and Information Systems, Inc., either through a negotiated arrangement or as a result of an effective Commission order, a combination of Network elements priced as individual unbundled network elements, The following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.

(Emphasis added). This language is consistent with BellSouth's position in regards to providing combinations of network elements to new entrants. At present, there is no effective Commission order that requires BellSouth to offer to Supra a combination of

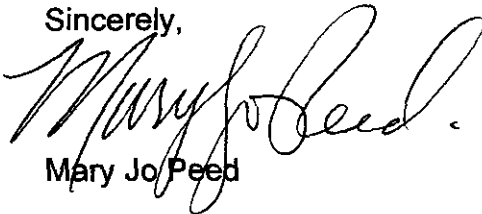
¹ In the recently issued Memorandum Opinion and Order and Notice of Proposed Rulemaking in CC Docket No. 98-147 et. al., the FCC "tentatively concluded that we should decline to require collocation of equipment used to provide enhanced services." FCC 98-188 at para. 132.

network elements. BellSouth is willing, however, to negotiate with Supra and, if negotiations are successful, to provide such combinations for the price of the network elements and a negotiated professional service fee, commonly referred to as "a glue charge." If Mr. Ramos is interested in negotiating such an arrangement, Mr. Finlen would be happy to discuss this with him. In any event, the language of sections 1.3, 1.4 and 1.5 of Attachment 2 that sets forth the price of combinations of network elements where Supra does the combining and duplicates a service identical to a BellSouth retail offering will continue to apply. In those circumstances the price paid by Supra would be the retail price of the duplicated service less the wholesale discount.

Lastly, at the end of July, I sent to you, at your request, both electronically and through hand delivery, the documents necessary for Supra to adopt the MCImetro agreement. I have never received any further communication from you regarding this matter. Could you please let me know what Supra intends to do regarding the adoption of another agreement?

If you have further questions or would like to discuss the matters contained within this correspondence, please feel free to call me.

Sincerely,



Mary Jo Peed

Cc: Nancy White
Pat Finlen

Attachment

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN
SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.
BELLSOUTH TELECOMMUNICATIONS, INC. DATED OCTOBER 23, 1997

Pursuant to this Agreement (the "Agreement"), Supra Telecommunications and Information Systems, Inc. ("Supra") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated October 23, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Supra and BellSouth hereby covenant and agree as follows:

1. Attachment 2 shall be amended to include a new section 2 entitled Unbundled Service Combinations (USC). The section shall read as follows:

2. **Unbundled Service Combinations (USC)**

2.1.1 Where BellSouth offers to Supra Telecommunications and Information Systems, Inc., either through a negotiated arrangement or as a result of an effective Commission order, a combination of network elements priced as individual unbundled network elements, the following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.

2.1.2 2-Wire Analog Loop with 2-Wire Analog Port - Residence

2.1.3 2-Wire Analog Loop with 2-Wire Analog Port - Business

2.1.4 2-Wire Analog Loop with 2-Wire Analog Port - PBX

2.1.5 2-Wire Analog Loop with 2-Wire DID or 4-Wire DID

2.1.6 BellSouth will confirm to the technical references contained in this Attachment 2 to the extent these requirements are implemented by equipment vendors and consistent with the software generic releases purchased and installed by BellSouth.

2. The Parties agree that all of the other provisions of the Interconnection Agreement, dated October 23, 1997, shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

SUPRA TELECOMMUNICATIONS
and INFORMATION SYSTEMS, INC.

By: _____

DATE: _____

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: _____

DATE: _____