

MARY K. KEYER  
General Attorney

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(404) 335-0729

ORIGINAL

December 21, 1998

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

RE: Docket No. 981052-TP

Dear Mrs. Bayo:

Enclosed are an original and 15 copies of BellSouth Telecommunications, Inc.'s Rebuttal Testimony of Susan Arrington, D. Daonne Caldwell, and Ron Pate. Please file these documents in the captioned docket.

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

Sincerely,

*Mary K. Keyer*

Mary K. Keyer

- NCK \_\_\_\_\_
- WFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG 2 \_\_\_\_\_
- LIN 3 + org \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC 1 \_\_\_\_\_

Enclosures

cc: All Parties of Record  
A. M. Lombardo  
N. B. White  
W. J. Ellenberg (w/o enclosures)

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

*Arrington*  
DOCUMENT NUMBER - DATE  
14344 DEC 21 88

*Caldwell*  
DOCUMENT NUMBER - DATE  
14345 DEC 21 88

*Pate*  
DOCUMENT NUMBER - DATE  
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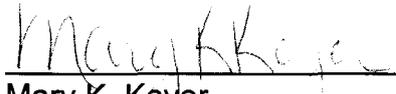
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**CERTIFICATE OF SERVICE**  
**Docket No. 981052-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express this 21st day of December, 1998, to the following:

Andrea K. Welch  
Telephone Company of Central  
Florida, Inc.  
3599 W. Lake Mary Boulevard  
Suite E  
Lake Mary, Florida 32746  
(407) 328-5002

  
\_\_\_\_\_  
Mary K. Keyer

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BELLSOUTH TELECOMMUNICATIONS, INC.  
REBUTTAL TESTIMONY OF SUSAN ARRINGTON  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 981052-TP  
DECEMBER 21, 1998

Q. PLEASE STATE YOUR NAME AND COMPANY NAME AND ADDRESS.

A. My name is Susan Arrington. I am employed by BellSouth Telecommunications, Inc. as Manager- Interconnection Services Pricing. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. ARE YOU THE SAME SUSAN ARRINGTON WHO FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to rebut the testimony filed in this docket by Telephone Company of Central Florida (TCCF) witnesses, Andrea Welch and Elder N. Ripper, regarding the arbitration and complaint issues in this proceeding; cost recovery of the Operational Support Systems and the availability of BellSouth's ESSX® Service for resale to new customers.

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Q. ARE YOU THE SAME SUSAN ARRINGTON WHO FILED DIRECT  
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**Rebuttal to Ms. Welch’s Testimony**

Q. MS. WELCH IMPLIES ON PAGE 5, LINE 7 OF HER DIRECT TESTIMONY THAT THE MANUAL OSS RATES PROPOSED BY BELLSOUTH ARE “PENALTIES” FOR THE MANUAL PROCESSING OF ORDERS. DOES BELLSOUTH AGREE?

A. No they are not “penalties” for the manual processing of an order. BellSouth incurs a cost for processing an order manually and electronically. As one would expect, BellSouth’s costs to process a manual order are higher than the costs to process an electronic order. The OSS rates proposed by BellSouth are based upon the developmental costs incurred by BellSouth, and the actual cost to work an order either electronically or manually.

Q. TCCF CLAIMS BELLSOUTH IS ARBITRARILY IMPOSING THE OSS RATES ON RESELLERS TO INFLATE THE RESELLER’S COST OF DOING BUSINESS. PLEASE COMMENT ON THESE CLAIMS.

A. BellSouth is not arbitrarily imposing OSS rates on Resellers to increase the Reseller’s cost of doing business. The OSS rates proposed by BellSouth are based upon cost studies addressed in Ms. Caldwell’s Direct Testimony, and are appropriate costs to be recovered by BellSouth from TCCF and other ALECs. Under Federal law, BellSouth is allowed to recover its costs.

1 Q. DID BELLSOUTH CHANGE ITS POSITION ON THE PROPOSED  
2 LANGUAGE REGARDING OSS IN ITEM U AFTER TCCF HAD  
3 AGREED TO THE LANGUAGE?

4  
5 A. No. BellSouth did not change its position on the language it proposed to  
6 TCCF for Item U after TCCF had agreed to the language. The language  
7 proposed by BellSouth for Item U was specific to the state of Florida as it cited  
8 Florida Public Service Commission dockets. While the language was  
9 appropriate for Florida, it was not appropriate for the other eight BellSouth  
10 states.

11  
12 BellSouth proposed alternative language for Item U to TCCF on August 11,  
13 1998, which was appropriate for all BellSouth states including Florida. Even  
14 after August 11, 1998, BellSouth continued to offer the original language that  
15 TCCF had agreed to for the state of Florida, but TCCF was not interested in  
16 negotiating separate agreements for each state and chose instead to arbitrate  
17 this issue in Florida.

18  
19 Q. WHY DID BELLSOUTH REJECT THE OSS COST RECOVERY  
20 LANGUAGE PROPOSED BY TCCF ON SEPTEMBER 24, 1998?

21  
22 A. BellSouth did not agree to the broad language proposed by TCCF on  
23 September 24, 1998, because it prohibited BellSouth from recovering its OSS  
24 costs until such time as a state commission established rates for electronic  
25

1 interfaces. Furthermore, TCCF's proposed language did not allow BellSouth  
2 to recover its costs for manual order processing.

3

4 Q. WHAT LANGUAGE DID BELLSOUTH PROPOSE IN RESPONSE TO  
5 TCCF'S SEPTEMBER 24, 1998, PROPOSED LANGAUGE?

6

7 A. As Ms. Welch stated in her Direct Testimony on page 8, line 9, BellSouth  
8 provided counter language to TCCF on September 29, 1998. BellSouth's  
9 proposal is attached as Exhibit SMA-3. BellSouth's counter proposal differed  
10 from TCCF's in that it included interim OSS rates for those BellSouth states  
11 that had not yet ordered final OSS rates. As is the case with Florida, the  
12 interim rates proposed by BellSouth, which included the cost of development,  
13 processing, and maintenance of OSS systems, would be subject to true-up once  
14 final rates were established by the Commission.

15

16 Q. TCCF ALLEGES THAT BELLSOUTH IS INCLUDING OSS RATES AS A  
17 WAY TO INCREASE PROCESSING COSTS ASSOCIATED WITH  
18 RESELLER ORDERS. PLEASE COMMENT ON THIS ALLEGATION.

19

20 A. This allegation is not true. TCCF seems to believe that BellSouth has singled  
21 them out as a Reseller to assess OSS charges. The truth of the matter is that  
22 BellSouth has negotiated OSS language and rates in a number of ALEC  
23 agreements. The original OSS language proposed to TCCF was included in  
24 BellSouth's standard agreements. During negotiations, BellSouth attempted to  
25 negotiate OSS language that was acceptable to both BellSouth and TCCF,

1 while still permitting BellSouth to recover its OSS costs. As is the case in  
2 negotiations, several versions of OSS language were exchanged between the  
3 parties with the hope of reaching an agreement. BellSouth's only intent for  
4 including OSS rates is to recover its costs of development, processing and  
5 maintenance of the OSS interfaces for ALECs.

6

7 Q. ON PAGE 11, LINE 20, MS. WELCH STATES THAT "BELLSOUTH HAS  
8 CONSCIOUSLY CHOSEN NOT TO PROVIDE RESELLERS ACCESS TO  
9 ITS EXISITING SYSTEMS". HOW DOES BELLSOUTH RESPOND TO  
10 THIS ALLEGATION?

11

12 A. This allegation is simply not true. BellSouth witness Ron Pate explains in his  
13 Rebuttal Testimony how ALECs have nondiscriminatory access to electronic  
14 interfaces for preordering, ordering, provisioning, maintenance and repair.

15

16 Q. ON PAGE 16, LINE 17 OF HER DIRECT TESTIMONY, MS. WELCH  
17 ASKS THE QUESTION WHY RESELLERS SHOULD "BE CHARGED  
18 \$22.00 (AS OPPOSED TO \$10.80) FOR THE MANUAL SUBMISSION OF  
19 AN ORDER WHEN NO ALTERNATIVE MEANS OF SUBMITTING THE  
20 ORDER EXISTS?" CAN YOU ADDRESS THIS QUESTION?

21

22 A. Yes. However, as a result of current BellSouth cost studies, the actual manual  
23 charge proposed by BellSouth is \$20.08, not \$22.00 as originally proposed to  
24 TCCF. The \$20.08 manual charge is based on BellSouth's cost to process  
25 manual orders. Regardless of whether an alternative means is available for

1 submitting that order, BellSouth incurs a cost and that cost is being assessed to  
2 the Reseller in the form of a manual OSS rate. BellSouth witness Ron Pate  
3 explains in his Rebuttal Testimony why BellSouth does not offer an electronic  
4 means for processing all resale orders.

5

6 Q. ON PAGE 3 OF MS. WELCH'S DIRECT TESTIMONY, SHE STATES  
7 THAT THERE IS A NEED TO INCLUDE LANGUAGE IN THE RESALE  
8 AGREEMENT TO ENSURE THAT THE SERVICE ORDER INTERVALS  
9 AVAILABLE TO TCCF ARE AT PARITY TO BELL SOUTH'S SERVICE  
10 ORDER INTERVALS. CAN YOU COMMENT ON THIS STATEMENT?

11

12 A. First, service order intervals was not an issue identified by the Parties and the  
13 Staff. Second, BellSouth does not believe that service order intervals was an  
14 "open issue" at the conclusion of the negotiation period and, therefore, is not  
15 an appropriate issue in this arbitration proceeding. In a letter to TCCF dated  
16 July 10, 1998, attached as Exhibit SMA-4, BellSouth stated that there were two  
17 open issues that the parties had not been able to agree upon. These two issues  
18 were identified as the provision of CENTREX service and electronic  
19 interfaces. The service order intervals issue was not listed as an open issue and  
20 TCCF never attempted to include it as an open issue at the time the letter was  
21 received by TCCF. That being said, the service order intervals available to  
22 ALECs, including TCCF, are at parity with BellSouth's service order intervals.

23

24 Q. DID THE PARTIES AGREE ON LANGUAGE REGARDING SERVICE  
25 ORDER INTERVALS DURING NEGOTIATIONS?

1

2 A. Yes. The service order interval language, which was agreed to by the Parties is  
3 found in both the current Resale Agreement and the Re-Negotiated Agreement  
4 as Section VI. Item C and reads: “When notification is received from Reseller  
5 that a current customer of the Company will subscribe to Reseller’s service,  
6 standard service order intervals for the appropriate class of service will apply.”  
7 Furthermore, Ms. Welch even states in her Direct Testimony on page 22, lines  
8 19 through 22, “TCCF did not request the addition of any language or  
9 revisions to the existing language because, as written, the language is clear and  
10 obligates BellSouth to provide service order intervals equal to those provided  
11 to their end user customers.”

12

13 If TCCF believes that BellSouth is not adhering the terms and conditions of the  
14 current Resale Agreement, TCCF has the option to avail itself of the Dispute  
15 Resolution section of the Resale Agreement, and petition the Commission for a  
16 resolution of the issue it disputes. However, this arbitration proceeding is not  
17 the appropriate forum to discuss whether or not BellSouth is meeting its  
18 contractual obligations with respect to service order intervals since both parties  
19 agreed to the contractual language on this issue.

20

21 Q. DID TCCF RAISE SERVICE ORDER INTERVALS AS AN ISSUE  
22 DURING NEGOTIATIONS?

23

24 A. Yes. Service order intervals were listed on TCCF’s list of “Items for  
25 Discussion” during negotiations. TCCF listed this issue as “Section VI, Item C

1           – Not happening. Need copy of most current Service Order Intervals.”  
2           During negotiations, the parties discussed this issue and BellSouth advised  
3           TCCF that the current service order intervals were available to TCCF via the  
4           internet. BellSouth sent TCCF instructions on how to access the BellSouth  
5           Interconnection Services web site and listed the types of information available  
6           to TCCF from this web site. (Exhibit SMA-5). No further discussions were  
7           held between the parties on this issue.

8  
9           Furthermore, in a letter dated July 10, 1998, BellSouth made reference to the  
10          fact that there were two open issues, electronic interfaces and Centrex type  
11          services. TCCF never once attempted to amend this statement to include a  
12          third issue, which would have addressed service order intervals.

13  
14          REGARDLESS OF WHETHER OR NOT THIS IS AN ISSUE IN THIS  
15          PROCEEDING, WHAT IS BELLSOUTH’S POSITION REGARDING  
16          SERVICE ORDER INTERVALS?

17  
18          A copy of BellSouth’s standard Service Order Intervals are attached hereto as  
19          Exhibit SMA-6. BellSouth provides these intervals to ALECs to use as a guide  
20          for setting an installation interval based on the type of service being provided.  
21          However, the various control centers adjust the appointment date given to the  
22          ALECs based upon force and load conditions. The appointment dates are  
23          adjusted in an identical manner for BellSouth’s retail customers.

24  
25          **REBUTTAL OF MR. RIPPER’S TESTIMONY**

1

2 Q. MR. RIPPER STATES ON PAGE 3, LINES 12 THROUGH 20 OF HIS  
3 DIRECT TESTIMONY THAT THE ORIGINAL RESALE AGREEMENT  
4 BETWEEN BELLSOUTH AND TCCF INCLUDED THE RESALE OF  
5 ESSX® SERVICE. WHAT IS BELLSOUTH'S RESPONSE TO THIS  
6 STATEMENT?

7

8 A. BellSouth does not dispute that the original Resale Agreement between TCCF  
9 listed Centrex type services as available for resale by TCCF. However,  
10 TCCF's Resale Agreement also stated that grandfathered services were not  
11 available for resale. When TCCF signed the Resale Agreement, BellSouth's  
12 ESSX® Service was not a grandfathered service and was available for resale  
13 by TCCF. However, once BellSouth's ESSX® Service was grandfathered on  
14 May 30, 1996, according to the tariff grandfathering this service as well as  
15 Section III. A. of TCCF's own Resale Agreement, ESSX® Service was no  
16 longer available for resale by TCCF to new customers.

17

18 Q. IS BELLSOUTH REQUIRED UNDER THE CURRENT TCCF RESALE  
19 AGREEMENT TO PROVIDE A WORKING ESSX CENTREX NETWORK  
20 TO TCCF AS SUGGESTED BY MR. RIPPER ON PAGE 4 OF HIS DIRECT  
21 TESTIMONY?

22

23 A. No. Under the current Resale Agreement with TCCF, BellSouth is required to  
24 make available to TCCF for resale its tariffed local exchange services,  
25 including Centrex type services. However, the current agreement also states

1 that grandfathered services are not available for resale, therefore, once  
2 BellSouth's ESSX® Service was grandfathered, BellSouth was no longer  
3 obligated to make this service available to TCCF for resale to new customers.  
4

5 Q. IS BELLSOUTH OBLIGATED UNDER THE ACT TO MAKE ITS ESSX®  
6 SERVICE AVAILABLE FOR RESALE TO NEW CUSTOMERS BY TCCF  
7 AS IMPLIED BY MR RIPPER IN HIS DIRECT TESTIMONY ON PAGE 9,  
8 LINES 14 THROUGH 22?  
9

10 A. No. BellSouth has no obligation under the Act to make its ESSX® Service  
11 available for resale by TCCF to new customers. Section 251(c)(4) of the Act  
12 requires BellSouth to make its telecommunications services that it provides at  
13 retail, available for resale to subscribers who are not telecommunications  
14 carriers. The FCC's Order dated August 8, 1996, finds that grandfathered  
15 services are available for resale by resellers "for the purpose of serving  
16 grandfathered customers." (FCC First Report and Order, p. 492.) Therefore,  
17 grandfathered services are not available for resale to new customers.  
18

19 Q. SHOULD THE COMMISSION REQUIRE BELLSOUTH TO OFFER ITS  
20 ESSX® SERVICE ON A GOING-FORWARD BASIS TO TCCF AS MR.  
21 RIPPER SUGGESTS ON PAGE 10, LINES 18 THROUGH 20?  
22

23 A. No. This Commission should not require BellSouth to make its ESSX®  
24 Service, a grandfathered service, available for resale to new customers by  
25 TCCF. This Commission approved the tariff filing that grandfathered

1 BellSouth's ESSX® Service on May 30, 1996. Furthermore, this Commission  
2 recognized in its December 31, 1996, Order in Docket Nos. 960833-TP,  
3 960846-TP and 960916-TP, that grandfathered services should not be made  
4 available for resale to new customers.

5

6 Q. SHOULD THIS COMMISSION REQUIRE BELLSOUTH TO OFFER ITS  
7 MULTISERV® SERVICE (REPLACES ESSX®) TO TCCF AT THE SAME  
8 PRICE POINTS AS ITS ESSX® SERVICE AS MR. RIPPER ALSO  
9 SUGGESTS AS A POSSIBLE SOLUTION?

10

11 A. No. BellSouth should not be required to provide its MultiServ® Service to  
12 TCCF at anything less than the tariffed rates minus the wholesale discount.  
13 BellSouth filed, and this Commission has approved, its MultiServ® tariff with  
14 its appropriate rates. It is not appropriate to require BellSouth to offer  
15 MultiServ® to TCCF at the same price points as its ESSX® Service.

16

17 Q. IS BELLSOUTH WILLING TO OFFER TCCF A SPECIAL PRICING  
18 ARRANGEMENT ON MULTISERV® IN PLACE OF ESSX® SERVICE?

19

20 A. No. As I have stated before, BellSouth's MultiServ® Service tariff rates have  
21 been filed and approved by this Commission. The Parties have also agreed to a  
22 wholesale discount rate on telecommunication services resold in the state of  
23 Florida. TCCF is asking that BellSouth give it an additional discount over and  
24 above the wholesale discount rate on a BellSouth retail service. BellSouth

25

1 should not be ordered to provision MultiServ® Service at the ESSX® Service  
2 rates.

3

4 Q. DOES BELLSOUTH DISPUTE THE AVAILABILITY OF BELLSOUTH'S  
5 ESSX® SERVICE TO TCCF'S CURRENT ESSX CUSTOMERS FOR THE  
6 REMAINDER OF THE 73-MONTH PERIOD?

7

8 A. No. TCCF's current ESSX customers may remain on their existing ESSX  
9 arrangement for the remainder of the 73-month period. However, TCCF may  
10 not resell BellSouth's ESSX® Service to any new customers during the  
11 remainder of this period. TCCF should not be allowed to violate the tariff  
12 grandfathering BellSouth's ESSX® Service.

13

14 Q. IN HIS TESTIMONY ON PAGE 11, LINES 3 THROUGH 10, MR. RIPPER  
15 SUGGESTS THAT THE COMMISSION SHOULD PLACE  
16 REQUIREMENTS ON BELLSOUTH TO ENSURE THAT ESSX®  
17 SERVICE IS PROVIDED APPROPRIATELY UNDER THE NEW  
18 AGREEMENT. DOES BELLSOUTH AGREE?

19

20 No, BellSouth does not agree that this Commission should place requirements  
21 on BellSouth for the provision of its ESSX® Service to TCCF. First,  
22 BellSouth's ESSX® Service is a grandfathered service which is not available  
23 for resale to new customers. Therefore, BellSouth is not required, nor should it  
24 be required by this Commission, to make ESSX® Service available for resale  
25 by TCCF to new customers. Furthermore, the provisioning problems

1 encountered by TCCF are more appropriate for the Complaint issue in this  
2 proceeding and are not appropriate for discussion in response to the arbitration  
3 issues.

4

5 Q. MR. RIPPER CONTENDS THAT THIS COMMISSION SHOULD  
6 REQUIRE BELLSOUTH TO PROVIDE NEW ESSX® SERVICE FOR  
7 RESALE BY TCCF BECAUSE BELLSOUTH DID “EVERYTHING IN ITS  
8 POWER TO DELAY THE IMPLEMENTATION OF ESSX BY TCCF.” IS  
9 THIS TRUE?

10

11 A. No. In fact, as BellSouth witness Marc Cathey discusses in his Rebuttal  
12 Testimony, the BellSouth Account Team worked very closely with TCCF to  
13 provision the ESSX® Service for TCCF in the manner requested by TCCF. In  
14 addition, BellSouth spent a great deal of resources on upgrades to its central  
15 offices to provision the ESSX® Service to TCCF even though BellSouth was  
16 not obligated to provision this service once it had been grandfathered.

17

18 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

19

20 A. Yes.

21

22

23

24

25

## BellSouth's Proposed Language

- U. BellSouth has developed electronic interfaces for placing most resale orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. The rates set forth in Exhibit A shall be applied to Reseller for the use of BellSouth developed electronic interfaces when ordering Resale telecommunication services. Such rates are interim and are subject to true-up based upon receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority. Final rates for Operational Support Services have been established in Georgia, Kentucky and Louisiana and are set forth in Exhibit A attached hereto.

## Exhibit A

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
	Non-Recurring Establishment Charge	Monthly Recurring Charge	Electronic Per LSR received from the CLEC by one of the OSS interactive interfaces	Manual Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA*	\$100.00	\$50.00	\$10.80	\$22.00
GEORGIA	\$200.00	Per 1,000 electronic LSRs received from the CLEC <sup>1</sup> First 1,000 - \$550.00 Add'l 1,000 - \$110.00	Note <sup>2</sup>	\$22.00
KENTUCKY	\$100.00	\$50.00	\$10.89	\$22.00
LOUISIANA	\$100.00	\$50.00	\$9.16	\$22.00
MISSISSIPPI*	\$100.00	\$50.00	\$10.80	\$22.00
NORTHCAROLINA*	\$100.00	\$50.00	\$10.80	\$22.00
SOUTH CAROLINA*	\$100.00	\$50.00	\$10.80	\$22.00
TENNESSEE*	\$100.00	\$50.00	\$10.80	\$22.00

\*Rates for Operational Support Systems stated above are interim and are subject to true-up based receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority.

In addition to OSS charges, applicable service order and related charges apply per the tariff.

<sup>1</sup> The Charge per 1,000 LSRs applies on a per CLEC basis.

<sup>2</sup> The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.



---

**BellSouth Interconnection Services**  
34P70 BellSouth Center  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

July 10, 1998

Andrea Welch  
Vice President - Administration  
Telephone Company of Central Florida, Inc.  
3575 W. Lake Mary Blvd., Suite 210  
Lake Mary, Florida 32746

Dear Andrea:

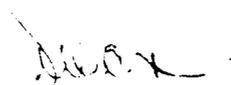
Attached is a current draft agreement reflecting the negotiations thus far on the TCCF/BellSouth resale agreement. Please note that there are currently two open issues that the parties have not been able to agree upon, the provision of CENTREX service and electronic interfaces. I have included some proposed language regarding the OSS rates and charges. After reviewing this language, if it is acceptable, we may be able to resolve the electronic interface issue.

I have researched the customer service record information issue. In TCCF's mark up of the standard resale agreement, TCCF proposed to include language stating that CSRs would be sent via fax or U.S. mail until such time as machine-to-machine interfaces were available. BellSouth currently offers a machine-to-machine interface via LENS for ordering and provisioning of CSR information. Therefore, BellSouth does not believe that this language is necessary. If TCCF would be interested in learning more about this interface, please let me know. Furthermore, the electronic transmission of the CSR information is BellSouth's preferred method of delivery.

During one of our conference calls, TCCF requested information as to the types of restrictions implied by Section IV.E of the standard resale agreement. This section basically prohibits TCCF from using the BellSouth name in any respect in the advertising, sales and marketing of its business. There is no set list of restrictions to which this provision applies, but will be reviewed by BellSouth on a case-by-case basis.

Please review the enclosed draft and give me a call to discuss the proposed language. I can be reached at (404) 927-7513.

Sincerely,



Susan M. Arrington  
Manager - Interconnection Services

Enclosure

cc: Jerry Hendrix



---

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

May 17, 1998

VIA FACSIMILE

Andrea Welch  
Vice President - Administration  
Telephone Company of Central Florida, Inc.  
3575 W. Lake Mary Blvd., Suite 210  
Lake Mary, Florida 32746

Dear Andrea:

As per our telephone conversation of Monday, May 11, 1998, attached are instructions for accessing the BellSouth Interconnection Services Homepage. These instructions will guide you to accessing Customer Guides, Tariffs, Tariff Notifications, Customer Letters/Announcements, Technical References, Training information, and Carrier Network Notifications. If you have any trouble accessing this information with these instructions, please give me a call.

Also attached is a copy of the CLEC letter that was sent out on April 3, 1997 regarding the resale of MemoryCall Services. This letter specifies the MemoryCall Services that are available for resale.

During our telephone conversation last week, you requested a current version of the BellSouth Work Center Interface Agreement. I will be sending you a copy of this agreement under separate cover.

If you have any questions concerning the attached information, please call me at (404) 927-7513.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan", followed by a horizontal line.

Susan M. Arrington

## CLEC ADVISORY TEAM GUIDE Business Procedures

### Information on the BellSouth Interconnection Services Homepage

1. Access your web browser and type: [www.bellsouth.com/interconnection](http://www.bellsouth.com/interconnection) to enter the main Interconnection web page.
2. Refer to the **menu** at the **top left of the page** to begin your search for:

#### Customer Guides

1. Click on **Our Markets**, then click on **Local Exchange Carriers (LEC)**;
2. From the list guides available, click on **Customer Guides**;
3. For **Ordering information**, click on **BellSouth Ordering Guide for CLECs**;
4. For **USOCs**, click on **CLEC USOC Manual**, for **TAFI**, click on **CLEC TAFI End-User Training Guide**;
5. For **LENS**, click on **Local Exchange Navigation System (LENS) User Guide**;

#### Tariffs

1. Click on **'Products and Services'**, then click on **'Tariff Site'**;
2. Next, select the **State** you want and click on it; (use **"Search the Tariff Pages"** for specific item)
3. Then, select the **Tariff or Package** you want and click on it.
  - General Subscriber Services Tariff (GSST)
  - Private Line Service Tariff
  - Access Services Tariff
  - Approved Filing Packages (includes Promotions)
  - Pending Filing Packages

#### Tariff Notifications

1. Click on **'Network Information'**, then click on **'Carrier Network Notifications'**
2. Then, click on **'Tariff Notifications'**
3. Next, click on the **State** you want;
4. Then, click on your subject of interest.

#### Customer Letters/Announcements

1. Click on **'News and Events'**, then click on **'Customer Letters/Announcements'**;
2. Then, select the letter(s) of interest to you. (**Recommendation: Check this location weekly.**)

#### Technical References

1. Click on **'Products and Services'**, then click on **'Technical References'**;
2. Select from the list of technical references available.  
**Example:** Messaging Service Reseller Information Package (MemoryCall{R}).

#### Training

1. Click on **'Training and Professional Services'**, then click on **'CLEC Training'**;
2. Select: **'Course Information'**, **'Class Schedule'** or **'Registration Form'**.

#### Keyword Search Feature

1. At the **top right corner** of the page, click on **'Search'**;
2. Enter a **"keyword"** to search for information of interest.

#### Carrier Network Notifications

1. Click on **'Carrier Notification'**, then click on **'Carrier Network Notification Letters - 1997 or 1998'**;
2. Next, click on the **'Notice'** number you want to read.

\*As an alternate means of navigating the site, select **'Site Map'** from the top right corner of any page, and click anywhere among the top two levels of the site.

**BellSouth Products and Services Interval Guide**  
**Complex Services**

SERVICE	Quantity	Service Provisioning FOC	Service Interval	Switch-As-Is FOC Intervals	Switch-As-Is Service Intervals
ACCUPULSE		9 days	15 days + 1 for each additional circuit	2 days	3 days + 1 for each additional circuit
CENTREX (Additions)	1-3 lines	2 days	4 days	4 days	5 days
	4-9 lines	2 days	5 days	4 days	5 days
	10-24 lines	3 days	7 days	5 days	7 days
	> 25 lines *		7 days + 1 for each additional line		7 days + 1 for each additional line
DID	1-8 trunks	10 days	16 days	2 days	3 days
	9-16 trunks	11 days	20 days	3 days	4 days
	17-24 trunks	11 days	23 days	4 days	5 days
	>25 trunks *	11 days	23 days +1 for each additional trunk	4 days	5 days + 1 for each add 10 trunks
E-911/SALI			Negotiated 12-18 mos		
FLEXSERV	1-8 circuits	11 days	20 days	2 days	3 days
	> 9 circuits	11 days	20 days + 2 for each additional 4 circuits	3 days	5 days + 1 for each additional 4 circuits
FRAME RELAY (note 1)	1-8 circuits *	6 days	15 days	2 days	3 days
	>9 circuits *	13 days	22 days +2 for each additional circuit	2 days	3 days
ISDN/BRI	1-4 circuits *	7 days	16 days	2 days	3 days
	>5 circuits *	7 days	16 days + 1 for each additional circuit	3 days	4 days + 1 for each additional circuit
ISDN/PRIMARY RATE	1-4 circuits *	11 days	20 days	3 days	5 days
	>5 circuits *	12 days	20 days +1 for each additional circuit	3 days	5 days + 1 for each additional circuit

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SERVICE	Quantity	Service Provisioning FOC	Service Interval	Switch-As-Is FOC Intervals	Switch-As-Is Service Intervals	
<b>LIGHTGATE</b>	<i>New:</i> Any qty - with or w/o DSO's *		Negotiated	2 days	3 days	
	<i>Additions:</i> 1-4 Megalink on Lightgate *	10 days	16 days	2 days	3 days	
	>5 Megalink on Lightgate *	10 days	16 days +1 for each additional 4 circuits	3 days	3 days + 1 for each additional 4 circuits	
<b>MEGALINK</b>	<i>Non-channelized:</i>	1-4 circuits	3 days	9 days	2 days	3 days
		>5 circuits *	8 days	14 days +1 for each additional circuit	2 days	3 days + 1 for each additional 4 circuits
	<i>Channelized:</i>	1-4 circuits *	10 days	16 days	3 days	5 days
		>5 circuits *	10 days	16 days +1 for each additional 4 circuits	3 days	5 days + 1 for each additional 4 circuits
<b>MEGALINK PLUS (Note 2)</b>	1-4 circuits *	Negotiated	Negotiated	2 days	3 days	
	>5 circuits *	Negotiated	Negotiated	2 days	3 days + 1 for each additional 4 circuits	
<b>MULTISERV MULTISERV PLUS</b>	<i>New:</i> *		Negotiated			
	<i>Additions:</i>	1-10 lines	3 days	7 days	4 days	5 days
		11-25 lines	4 days	10 days	4 days	5 days
		>25 lines	4 days	Negotiated	5 days	7 days
<b>NMLI</b>	1-8 circuits *	Negotiated	Negotiated	4 days	5 days	
	>9 circuits *	Negotiated	Negotiated	4 days	5 days + 1 for each additional circuit	
<b>OFF-PREM STATIONS</b>	1-8 circuits	3 days	9 days	2 days	3 days	
	9-16 circuits	3 days	12 days	2 days	3 days	
	17-25 circuits	3 days	15 days	3 days	4 days	
	>25 circuits	9 days	21 days + 1 for each additional circuit	3 days	5 days + 1 for each additional 10 circuits	

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SERVICE	Quantity	Service Provisioning FOC	Service Interval	Switch-As-Is FOC Intervals	Switch-As-Is Service Intervals
SMARTPATH		Negotiated	Negotiated	5 days	7 days
SMARTRING		Negotiated	Negotiated	5 days	7 days
SYNCHRONET					
<i>Point-to-Point:</i>	1-8 circuits	3 days	9 days	2 days	3 days
	>9 circuits *	8 days	16 days	3 days	3 days + 1 for each additional 4 circuits
<i>Multipoint:</i>	3-5 Points	4 days	17 days	2 days	3 days
	6-8 Points	4 days	19 days	2 days	3 days
	>9 Points *	9 days	25 days + 2 for each additional 4 circuits	3 days	4 days + 1 for each additional 3 points
FCO/FX					
	1-8 circuits	3 days	9 days	2 days	3 days
	9-16 circuits	3 days	12 days	2 days	3 days
	17-24 circuits	3 days	15 days	3 days	4 days
	>25 circuits *	9 days	21 days + 1 for each additional circuit	3 days	4 days + 1 for each additional 10 circuits
TIE LINES					
	1-8 circuits	3 days	9 days	2 days	3 days
	9-16 circuits	3 days	12 days	2 days	3 days
	17-24 circuits	3 days	15 days	3 days	4 days
	>25 circuits *	9 days	21 days + 1 for each additional circuit	3 days	4 days + 1 for each additional 10 circuits
WATS					
	1-8 circuits	3 days	9 days	2 days	3 days
	9-16 circuits	3 days	12 days	2 days	3 days
	17-24 circuits	3 days	15 days	3 days	4 days
	>25 circuits *	9 days	21 days + 1 for each additional circuit	3 days	4 days + 1 for each additional 10 circuits

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**Complex Services**

SERVICE	Quantity	Service Provisioning FOC	Service Interval	Switch-As-Is FOC Intervals	Switch-as-Is Service Intervals
PT TO PT/ ANALOG DATA	3-5 points	3 days	16 days	2 days	3 days
	6-8 points	3 days	18 days	2 days	3 days
	>9 points *	9 days	21 days + 1 for each additional circuit	3 days	4 days +1 for each additional circuit

**NOTES**

1. Independent telephone companies/Interexchange carriers carry their own established interval guidelines, where applicable.
2. Megalink Plus intervals should be considered on an individual case basis since fiber facilities are required to provision this service.
3. All intervals make the assumption that facilities are available.
4. FlexServ intervals should include additional network circuits associated with the FlexServ service.
5. \* = Service Inquiry Required
6. All dates are based on business days.
7. "Switch-As-Is" indicates the service will be converted from the current local service provider to the CLEC under the same terms and conditions. Customer of record now becomes the CLEC instead of the end user.

**BellSouth Products and Services Interval Guide**  
**Simple Services**

PRODUCT	Quantity	Resale Switch As Is	Service Inquiry	Installation Target Interval for Retail/Resale New or Existing Account and Resale Switch With Changes	Service Inq. plus Installation Interval	FOC
Area Plus	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Call Waiting	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Call Waiting Deluxe	per account	<3pm=0;>3pm=1	NA	2	NA	1
Caller ID	per account	<3pm=0;>3pm=1	NA	2	NA	1
Custom Calling - Speed Calling; 3-Way Calling; Call Forwarding Variable; Remote Access to CF	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Enhanced Caller ID	per account	<3pm=0;>3pm=1	NA	2	NA	1
Georgia Community Calling	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Hunting	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Independent Payphone Provider (per location)	1-25 lines	3	NA	3	NA	1
	26+	3	NA	ICB		
Integrated Package - Area Plus, Area Plus w/Complete Choice & Complete Choice	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Local Exchange Line (Flat/Message/Measured) - Residence	1 line	<3pm=0;>3pm=1	NA	No dispatch = 0; Dispatch = 1	NA	1
	2 lines	<3pm=0;>3pm=1		2		1
	3-5 lines	1		3		1
	6-14 lines	2		4		2
	15+	4		ICB		
Local Exchange Line (Flat/Message/Measured) - Business	1 line	<3pm=0;>3pm=1	NA	No dispatch = 0; Dispatch = 1	NA	1
	2 lines	<3pm=0;>3pm=1		2		1
	3-5 lines	1		3		1
	6-14 lines	2		4		2
	15+	4		ICB		
MemoryCall	per account	<3pm=0;>3pm=1	NA	2	NA	1
Message Telephone Service (MTS)	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Optional Calling Plan	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1

**BellSouth Products and Services Interval Guide**  
**Simple Services**

PRODUCT	Quantity	Resale Switch As Is	Service Inquiry	Installation Target Interval for Retail/Resale New or Existing Account and Resale Switch With Changes	Service Inq. plus Installation Interval	FOC
PBX Trunks (Flat/Message/Measured)	1-5	3	NA	5	NA	2
	6-10	4		7		3
	11+	5		ICB		
Remote Call Forwarding (RCF)	per account	<3pm=0;>3pm=1	NA	1	NA	1
RingMaster Services	per account	<3pm=0;>3pm=1	NA	1	NA	1
TouchStar - Call Tracing; Call Block; Repeat Dialing; Call Selector; Call Return; Preferred Call Forwarding	per account	<3pm=0;>3pm=1	NA	1	NA	1
Touchtone	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA	1
Visual Director	per account	<3pm=0;>3pm=1	NA	2	NA	1

**NOTES:**

1. All dates are based on business days.
2. The assigned provisioning date assumes the availability of facilities and equipment.
3. ICB means Individual Case Basis. Contact your Account Manager to determine the appropriate interval.
4. "Switch-As-Is" indicates the service will be converted from the current local service provider to the CLEC under the same terms and conditions. Customer of record now becomes the CLEC instead of the end user.

**BellSouth Products and Services Interval Guide**  
**Recommended UNE Provisioning Targets**

	UNE	Quantity	Targeted Installation Interval	FOC
<b>UNBUNDLED LOOPS</b>				
3	2 Wire analog voice grade loop	1 - 5	7	2
		6 - 14	10	3
		15 +	ICB	
4	4 Wire analog voice grade loop	1 - 5	7	2
		6 - 14	10	3
		15 +	ICB	
5	4 Wire DS1 & PRI digital loop	1 - 5	7	2
		6 - 14	10	3
		15 +	ICB	
6	2 Wire ISDN digital loop	1 - 5	6	2
		6 - 14	7	2
		15 +	ICB	
7	ADSL - 2 Wire asymmetrical digital subscriber line loop	1 - 14	37	7
		15 +	ICB	
8	HDSL - 2 wire & 4 wire high bit rate digital subscriber line loop	1 - 14	37	7
		15 +	ICB	
<b>LOOP CONCENTRATION (Inside Plant)</b>				
9	Loop channelization system	1	90	15
10	Central Office Channel Interfaces 2Wire voice	1	30	7
11	Central Office Channel Interfaces 4 Wire voice	1	30	7
<b>SUB LOOPS (Outside Plant)</b>				
12	Loop Feeder	1	30	7
13	Loop Concentration (dependent on equipment and right of way)	1	30-90	15
<b>NETWORK INTERFACE DEVICE (NID)</b>				
23	NID TO NID Cross Connect 2 wire	1 - 14	7	2
		15 +	ICB	
24	NID To NID Cross Connect 4 wire	1 - 14	7	2
		15 +	ICB	
25	NID Spare Capacity	1 - 14	7	2
		15 +	ICB	
<b>OPEN AIN (OAIN)</b>				
26	OAIN tool kit	1	45	10
27	OAIN service management system	1	45	10
<b>CCS7 SIGNALING TRANSPORT SERVICE</b>				
28	A-Link Signaling	1	60	12
29	D-Link Signaling	1	60	12
30	STP - Signaling Transfer Point	1	60	12
<b>UNBUNDLED INTEROFFICE TRANSPORT</b>				
31	Interoffice Transport Analog line grade	1	30	7
32	Interoffice Transport DSO	1	30	7
33	Interoffice Transport DS1	1	30	7
34	Interoffice Transport DS3	1	30	7

**BellSouth Products and Services Interval Guide**  
**Recommended UNE Provisioning Targets**

	UNE	Quantity	Targeted Installation Interval	FOC
	<b>O/S AND DA UNES</b>			
	Operator Call Processing - OPCH, FACH, BLV, EI, ECT	1	30	7
	Operator Call Processing - Facility Based OPCH, FACH, ECT	1	30	7
	Operator Call Processing - Facility Based BLV, EI	1	30	7
	Directory Assistance Access Service (DAAS)	1	30	7
	Directory Assistance Call Completion (DACC)	1	30	7
	Directory Assistance Number Services Intercept (DANSI)	1	30	7
	Directory Assistance Transport	1	30	7
	Directory Assistance Database Service (DADS)	1	30	7
	Direct Access to DA service (DADAS)	1	30	7
	<b>DIGITAL CROSS CONNECT</b>			
35	DCS 1/0	1	7	3
36	DCS 3/1	1	7	3
37	DCS 3/0	1	7	3
38	<b>CUSTOMIZED CALL ROUTING (Selective Routing - LCC)</b>			
	1 - 5 LCC	1 - 5	30	7
	6 - 25 LCC	6 - 25	60	15
	> 25 LCC	25 +	ICB	
	<b>UNBUNDLED LOCAL SWITCHING</b>			
39	2Wire analog line port	1 - 10 11 - 25 25 +	5 6 ICB	2 2
40	Hunting	1	5	2
41	2 Wire analog DID trunk port	1 - 10 11 - 25 25 +	7 8 ICB	2 2
42	2 Wire ISDN digital line side port	1 - 10 11 - 25 25 +	7 8 ICB	2 2
43	4 Wire ISDN DSI digital trunk port	1 - 10 11 - 25 25 +	7 8 ICB	2 2
44	Switching functionality	1	7	2
45	Unbundled Local Usage (entire local calling area)	1	7	2
	<b>UNBUNDLED ACCESS TO OSS</b>			
46	Preorder	1	30	7
47	Order/Provisioning	1	30	7
48	Maintenance/repair	1	30	7
	<b>ACCESS TO DATABASES</b>			
	800 Database	1	10	3
	Line Information Database (LIDB)	1	30	7

**BellSouth Products and Services Interval Guide**  
**Recommended UNE Provisioning Targets**

	UNE	Quantity	Targeted Installation Interval	FOC	
68	<b>NUMBER PORTABILITY</b>				
	RCF - Remote Call Forwarding	1 - 25	5*	2	
		51 +	7*	2	
69	DID - Direct Inward Dial		ICB		
		Initial request - trunk group to be established	Initial	30	7
		Subsequent request - trunk group in place	1 -100	5	2
			100+	ICB	

**NOTES:**

1. All dates are based on business days.
2. The assigned provisioning date assumes the availability of facilities and equipment.
3. ICB means Individual Case Basis. Contact your Account Manager to determine the appropriate interval.
4. \*If the existing telephone number(s) to be ported is complex, the due date interval may change to that of the complex