

ORIGINAL

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March 6, 2000

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

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RECORDS AND REPORTING

Re: Docket No. 991854-TP

Dear Ms. Bayó:

Intermedia Communications Inc. ("Intermedia") has on this date filed with the Commission the rebuttal testimony of J. Carl Jackson, containing Composite Exhibit No. JCJ-3. Pursuant to Rule 25-22.006(5), Florida Administrative Code, Intermedia makes this filing with a claim of confidentiality as to a certain portion of that exhibit, namely pages eight through eleven.

A copy of this letter, which we ask you to file in the captioned docket, is enclosed. Please mark it to indicate that such claim has been made and that the original letter was filed as requested.

This claim of confidentiality was filed by or on behalf of a telecommunications company for Confidential Document No. 02915-00. The document has been placed in locked storage pending staff advice on handling. Your name must be on the CASR to access the material. If it is undocketed, your division director must obtain written permission from the EXD/Tech before you can access it.

Sincerely,

Charles J. Pellegrini
Charles J. Pellegrini

cc. Mr. Tim Vaccaro, Florida Public Service Commission
Ms. Nancy White c/o Ms. Nancy Sims, BellSouth Telecommunications, Inc.

Claim
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INTERMEDIA COMMUNICATIONS INC.
REBUTTAL TESTIMONY OF J. CARL JACKSON JR.
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 991854-TP
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ORIGINAL

1 Q: PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND
2 EMPLOYMENT.

3 A: My name is J. Carl Jackson Jr. My business address is 360 Interstate North
4 Parkway, Atlanta, Georgia 30399. I am employed by Intermedia
5 Communications Inc. ("Intermedia") as Senior Director-Industry Policy.

6 Q: ON WHOSE BEHALF ARE YOU TESTIFYING?

7 A: I am testifying on behalf of Intermedia.

8 Q: HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS
9 PROCEEDING?

10 A: Yes. I filed direct testimony in this proceeding on February 14, 2000.

11 Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

12 A: The purpose of my testimony today is to rebut BellSouth Telecommunications,
13 Inc.'s ("BellSouth") witnesses' direct testimony. In particular, I will respond to
14 certain of Alphonso J. Varner's ("Varner") assertions.

15 Q: HAVE BELL SOUTH AND INTERMEDIA RESOLVED ANY ISSUE
16 SUBSEQUENT TO THE RELEASE OF THE PREHEARING OFFICER'S
17 *ORDER ESTABLISHING PROCEDURE?*

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1 **A:** Yes. Since the release of Commissioner E. Leon Jacobs, Jr.'s *Order Establishing*
2 *Procedure*, Intermedia and BellSouth (the "Parties") have agreed to close a
3 number of issues. In particular, the Parties have agreed to close the following
4 issues contained in Attachment A to the *Order Establishing Procedure*:

- 5 • Issue 2(b) (relating to "router-to-router" traffic)
- 6 • Issue 4 (relating to transport charges)
- 7 • Issue 15 (relating to loop conditioning)
- 8 • Issue 17 (relating to subloop unbundling)
- 9 • Issue 27 (relating to points of presence)
- 10 • Issue 35 (relating to treatment of wireless traffic)
- 11 • Issue 36 (relating to compensation for transit traffic)
- 12 • Issue 46 (relating to percent local circuit usage or "PLCU"
- 13 reporting)

14
15 In light of the fact that the issues listed above have been closed by agreement of
16 the Parties, I will not respond to BellSouth's witnesses' assertions relating to
17 them. I reserve the right, however, to file a supplemental response if, contrary to
18 my understanding, these issues have not been resolved.

19

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1 In addition, in this rebuttal testimony, I respond to some, but not all, of
2 BellSouth's assertions and characterizations. My decision to selectively respond
3 to certain of BellSouth's assertions should not be improperly construed as an
4 acceptance of BellSouth's claims and arguments to which I do not specifically
5 respond here.

6 **Q: WITNESS VARNER SUGGESTS THAT RECIPROCAL**
7 **COMPENSATION FOR ISP-BOUND CALLS IS NOT REQUIRED**
8 **UNDER APPLICABLE LAW. DO YOU AGREE?**

9 **A:** No, I do not. BellSouth's argument ignores the clear thrust of the Federal
10 Communications Commission's ("FCC") *ISP Declaratory Order (Implementation*
11 *of the Local Competition Provisions in the Telecommunications Act of 1996;*
12 *Inter-Carrier Compensation for ISP-Bound Traffic, CC Docket Nos. 96-98 and*
13 *99-68, Declaratory Ruling and Notice of Proposed Rulemaking, 14 FCC Rcd*
14 *3689 (1999)(ISP Declaratory Order)*, in which it recognized that there was a need
15 for a mechanism compensating alternative local exchange carriers ("ALECs") for
16 traffic delivered to ALECs' Internet Service Provider ("ISP") customers. While
17 the FCC has instituted a rulemaking proceeding to address the issue prospectively,
18 the FCC is allowing state commissions to resolve the issue on an interim basis
19 until the rulemaking is complete. Indeed, the *ISP Declaratory Order*
20 acknowledges the need for a compensation mechanism for ALECs that deliver

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1 traffic to an ISP. The *ISP Declaratory Order* states that the FCC “find[s] no
2 reason to interfere with state commission findings as to whether reciprocal
3 compensation provision of interconnection agreements apply to ISP-bound traffic,
4 pending adoption of a rule establishing an appropriate interstate compensation
5 mechanism.”

6
7 Likewise, in recognizing the importance of compensating ALECs that deliver
8 traffic to an ISP, the FCC stated that “[e]ven where the parties to interconnection
9 agreements do not voluntarily agree on an inter-carrier compensation mechanism
10 for ISP-bound traffic, state commissions nonetheless may determine . . . at this
11 point that reciprocal compensation should be paid for this traffic.”

12
13 Moreover, the FCC has specifically noted that, although it has “not adopted a
14 specific rule regarding the matter,” its policy of treating ISP-bound traffic as local
15 for purposes of interstate access charges would, if applied in the separate context
16 of reciprocal compensation, “suggest that such compensation is due for that
17 traffic.”

18
19 In short, the FCC acknowledged the need for a compensation mechanism for
20 ALECs that deliver traffic to an ISP, and not only allowed, but expressly invited,

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1 state commissions to apply reciprocal compensation to ISP traffic, pending
2 completion of the FCC's rulemaking proceeding, even in the absence of an
3 agreement between the parties.

4
5 The FCC made it abundantly clear that "nothing in this Declaratory Ruling
6 precludes state commissions from determining, pursuant to contractual principles
7 or other legal or equitable considerations, that reciprocal compensation is an
8 appropriate inter-carrier compensation rule pending the completion of the
9 rulemaking." Thus, BellSouth's position is at odds with the clear language of the
10 *ISP Declaratory Ruling*.

11
12 Nothing precludes this Commission from requiring BellSouth to compensate
13 Intermedia for the transport and termination of ISP-bound calls. To the extent this
14 can be done by including ISP traffic within the definition of "local traffic" in the
15 Parties' interconnection agreement for purposes of reciprocal compensation,
16 nothing in the prevailing law prohibits the Commission from doing so.

17 **Q: HAS THIS ISSUE BEEN RESOLVED IN FAVOR OF ALECs IN OTHER**
18 **JURISDICTIONS?**

19 **A:** Yes. State commissions, including this Commission, and federal courts
20 unanimously agree that the *ISP Declaratory Ruling* does not preclude a decision

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1 by a state commission that reciprocal compensation is due for ISP-bound traffic.
2 They reiterate the fact that the federal Telecommunications Act of 1996 (the
3 “1996 Act”) and the FCC grant broad authority to state commissions to interpret
4 parties’ intentions and make policy decisions.

5
6 The Maryland Public Service Commission (“Maryland PSC”) is illustrative.
7 When presented with arguments similar to those BellSouth espouses here, the
8 Maryland PSC interpreted the *ISP Declaratory Ruling* as effectively *requiring* the
9 application of reciprocal compensation to ISP-bound traffic, until some form of
10 alternative compensation arrangements are established. In *Order No. 75280* at
11 pages 16 and 17, the Maryland PSC found as follows:

12
13 *Thus, under the FCC’s [ISP Declaratory Ruling], it is incumbent upon*
14 *this Commission to determine an interim cost recovery methodology which*
15 *may be used until the FCC completes its rulemaking on this issue and*
16 *adopts a federal rule governing inter-carrier compensation arrangements.*

17 * * *

18 *In fact, according to the FCC, “State commissions are free to require*
19 *reciprocal compensation for ISP-bound calls, or not require reciprocal*
20 *compensation and adopt another compensation mechanism, bearing in*

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1 *mind that ISP/ESPs are exempt from paying access charges.” This*
2 *directive does not leave us the option of providing for no compensation for*
3 *ISP-bound calls. State commissions must either require reciprocal*
4 *compensation or develop another compensation mechanism. To fail to*
5 *provide for any compensation would violate the 1996 Act, which states:*

6 *A State commission shall not consider the terms and conditions for*
7 *reciprocal compensation to be just and reasonable unless such*
8 *terms and conditions provide for the mutual and reciprocal*
9 *recovery by each carrier of costs associated with the transport and*
10 *termination on each carrier’s network facilities of calls that*
11 *originate on the network facilities of the other carrier. 47 USC §*
12 *252(d)(2)(A).*

13 *We are very concerned that the adoption of BA-MD’s position will result*
14 *in CLECs receiving no compensation for terminating ISP-bound traffic.*
15 *Such an effect will be detrimental to our efforts to encourage competition*
16 *in Maryland. No one disputes that local exchange carriers incur costs to*
17 *terminate the traffic of other carriers over their network. In the absence*
18 *of finding that reciprocal compensation applies, a class of calls (ISP*
19 *traffic) will exist for which there is no compensation. . . .*

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1 As the Maryland PSC properly enunciated, allowing BellSouth to circumvent its
2 financial obligation to Intermedia for transporting and terminating BellSouth-
3 originated calls to Intermedia's ISP customers, is unfair and anticompetitive. It is
4 unfair because Intermedia will be forced, in effect, to subsidize BellSouth's
5 operations. It is anticompetitive because it will confer undeserved advantages
6 upon BellSouth. Accordingly, this Commission should require BellSouth to
7 compensate Intermedia for transporting and terminating calls to ISPs.

8 **Q: MR. VARNER ASSERTS THAT INTERMEDIA IS NOT ENTITLED TO**
9 **RECIPROCAL COMPENSATION AT THE COMPOSITE TANDEM**
10 **RATE. IS THIS A VALID CLAIM?**

11 **A:** No. Contrary to Mr. Varner's mistaken belief, Intermedia is entitled to be
12 compensated at the composite tandem rate rather than at the lower end-office rate.
13 I say this because Rule 51.711 of the FCC's rules and regulations requires that,
14 where the interconnecting carrier's switch serves a geographic area comparable to
15 that served by the incumbent local exchange carrier, the appropriate rate for the
16 interconnecting carrier's cost of transport and termination is the incumbent's
17 tandem interconnection rate. Intermedia has deployed several sophisticated,
18 multifunctional switches in Florida. The advent of fiber optic technologies and
19 multi-functional switching platforms have allowed Intermedia to serve large
20 geographic areas with fewer switches than would have been required under the

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1 old technology. These switches perform the functions of traditional tandem
2 switches, including aggregation. In addition, Intermedia's switching platforms
3 meet the definition and perform the same functions identified within the Local
4 Exchange Routing Guide ("LERG") for tandem offices and for a Class 4/5
5 switches. Attached collectively as Jackson Exhibit No. 3 are serving area maps,
6 network illustrations, and other materials which, together, convincingly
7 demonstrate that Intermedia's switches serve geographic areas which are
8 comparable to those served by BellSouth. In addition, although a showing of
9 functional similarity is not required in order for a competitor to demonstrate that it
10 is entitled to reciprocal compensation at the tandem level under the FCC's rules,
11 these materials also show that Intermedia's switches are functionally similar to
12 BellSouth's tandem switches.

13 **Q: HAS ANY JURISDICTION FOUND THAT COMPETING CARRIERS**
14 **ARE ENTITLED TO RECIPROCAL COMPENSATION AT THE**
15 **TANDEM LEVEL?**

16 **A:** Yes, I know of several. In Massachusetts, for example, the Massachusetts
17 Department of Telecommunications and Energy ("MA DTE") last year concluded
18 that the applicable reciprocal compensation rate between Bell Atlantic-
19 Massachusetts and a competing carrier is the tandem rate (*see Petition of*
20 *MediaOne Telecommunications of Massachusetts, Inc. and New England*

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1 *Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts, Pursuant*
2 *to Section 252(b) of the Telecommunications Act of 1996 to Establish an*
3 *Interconnection Agreement, D.T.E. 99-42/43, 99-52 (rel. Aug. 25, 1999)):*

4 *Regarding the parties' dispute on the appropriate rate to be paid for*
5 *reciprocal compensation, the Department addressed this issue in its*
6 *Consolidated Arbitrations, Phase 4 Order. In that Order, the Department*
7 *stated that "the appropriate rate for the carrier other than the [ILEC] is*
8 *the [ILEC's] tandem interconnection rate." Consolidated Arbitrations,*
9 *D.P.U./D.T.E. 96-73/74, 96-75, 96-80/81, 96-94-Phase 4, at 70, (1996),*
10 *("Consolidation Arbitrations"), citing 47 C.F.R. § 51.711(a)(3). The*
11 *parties have presented us with no reason to deviate from this position.*
12 *Therefore, the reciprocal compensation rate to be paid between the*
13 *parties is the tandem rate.*

14 Notably, in *Consolidated Arbitrations* referenced by the MA DTE above, the MA
15 DTE principally based its decision upon the competing carriers' demonstration
16 that their switches cover a geographic area comparable to that served by Nynex
17 (now Bell Atlantic-Massachusetts).

18
19 As recently as this week, the North Carolina Utilities Commission (the "NCUC")
20 reaffirmed its original decision in which it found that the tandem rate applied for

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1 purposes of reciprocal compensation (*see Petition by ICG Telecom Group, Inc.*
2 *for Arbitration of Interconnection Agreement with BellSouth Telecommunications,*
3 *Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket*
4 *No. P-582, Sub 6, Order Ruling on Objections, Request for Clarification,*
5 *Reconsideration and Composite Agreement (rel. Mar. 1, 2000)). The NCUC*
6 *stated:*

7 *The Commission is unpersuaded by the arguments of BellSouth and the*
8 *Public Staff in this matter. The Commission believes, based on the*
9 *evidence in the record, including the maps filed by the parties . . . that*
10 *ICG has met its burden of proof that its switch serves a comparable*
11 *geographic area to that served by BellSouth's tandem switch for the*
12 *Charlotte serving area. . . . The Commission believes that the testimony of*
13 *ICG witness Starkey was more cogent and convincing than that of BellSouth*
14 *witness Varner and that witness Starkey clearly demonstrated that the*
15 *technologies employed by ICG's network provide functions that are the*
16 *same as or similar to the functions performed by BellSouth's tandem*
17 *switch and, in fact, meet both the criteria discussed in the parties' filing.*

18 **Q: MR. VARNER CITES TO THE ICG ORDER TO SUPPORT HIS**
19 **ARGUMENT THAT INTERMEDIA IS NOT ENTITLED TO**

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1 **RECIPROCAL COMPENSATION AT THE TANDEM RATE. IS HIS**
2 **RELIANCE ON THE *ICG ORDER* APPROPRIATE?**

3 **A:** No, Mr. Varner's reliance on the Commission's *ICG Order* (see *Petition of ICG*
4 *Telecom Group, Inc. for Arbitration of Unresolved Issues in Interconnection*
5 *Negotiations with BellSouth Telecommunications, Inc.*, Docket No. 990691-TP,
6 Order No. PSC-00-0128-FOF-TP (issued Jan. 14, 2000)) to support BellSouth's
7 position is misplaced. To the contrary, that decision unequivocally supports
8 Intermedia's position. I quote from that decision:

9 *The evidence of record shows that ICG presently has no facilities (i.e.,*
10 *switches or transport facilities) in Florida. While ICG states that it will*
11 *begin facilities-based service in Florida by fourth quarter 1999, the*
12 *evidence of record does not show that its switch will serve a geographic*
13 *area comparable to an area served by a BellSouth tandem switch. ICG*
14 *simply states that it is in "start-up mode" in Florida, but plans to develop*
15 *the type of network in which its switch will serve a geographic area*
16 *comparable to that of the BellSouth tandem. Because ICG currently does*
17 *not have a network in place in Florida, we cannot determine if ICG's*
18 *network will, in fact, serve a geographic area comparable to one that is*
19 *served by a BellSouth tandem switch.*

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1 While FCC Rule 47 C.F.R. Section 51.711 allows us to provide for
2 reciprocal compensation at the tandem rate if the switch of a carrier other
3 than an incumbent LEC serves a geographic area comparable to that
4 served by the incumbent LEC's tandem switch, the evidence of record does
5 not provide an adequate basis to determine that ICG's network will fulfill
6 this geographic criterion. . . .

7
8 The Commission clearly rejected ICG's position because of failure of proof, *i.e.*,
9 ICG failed to prove that its switch would serve "a geographic area comparable to
10 an area served by a BellSouth tandem switch" *because* ICG had no *existing*
11 facilities in Florida upon which the Commission could reasonably make that
12 determination. The Commission *did not* say that an ALEC whose switch serves
13 "a geographic area comparable to an area served by a BellSouth tandem switch"
14 cannot, under any circumstance, qualify for the tandem rate. Quite to the
15 contrary, the Commission explicitly and unambiguously acknowledged that the
16 FCC's rules allow it to provide for reciprocal compensation at the tandem rate if
17 the ALEC's switch serves a geographic area comparable to that served by the
18 incumbent LEC's tandem switch.

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1 In contrast to ICG, Intermedia has existing, ubiquitous facilities in Florida. As
2 one of the first ALECs to provide competitive services to the citizens of Florida,
3 Intermedia has customers in virtually all parts of the State. It has deployed state-
4 of-the-art switching platforms and will continue to do so as its business dictates
5 (please refer to Jackson Exhibit No. 3 referenced above). Because, as
6 demonstrated by Intermedia, its switches serve a geographic area comparable to
7 that served by BellSouth's tandem switches, Intermedia should be compensated at
8 the composite tandem rate.

9 **Q: WITNESS VARNER ASSERTS THAT INTERMEDIA SHOULD USE ITS**
10 **NPA/NXXs IN SUCH A WAY THAT BELLSOUTH CAN DISTINGUISH**
11 **LOCAL TRAFFIC FROM INTRALATA TOLL TRAFFIC AND**
12 **INTERLATA TOLL TRAFFIC FOR BELLSOUTH-ORIGINATED**
13 **TRAFFIC. DO YOU ANY COMMENT?**

14 **A:** Yes. This is yet another transparent attempt by BellSouth to control and dictate
15 the manner in which ALECs may provide service to their subscribers. The real
16 issue here is whether Intermedia should be allowed to assign NXX codes as it sees
17 fit. The answer clearly is yes. There is simply no legitimate reason why
18 Intermedia should not be able to assign NPA/NXXs that are different from the
19 NPA/NXXs associated with the actual physical locations of its customers.
20

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1 The California Public Utilities Commission (the "California PUC") has squarely
2 addressed this point. In *Order Instituting Rulemaking on the Commission's Own*
3 *Motion into Competition for Local Exchange Service*, Rulemaking 95-04-043,
4 Decision 99-09-029 (*Rating/Routing Order*), the California PUC found no basis
5 *to prohibit carriers from assigning NXX prefixes rated for one exchange*
6 *to customers located in another exchange as a means of offering a local*
7 *presence where such an arrangement is technologically and economically*
8 *efficient, and where intercarrier compensation is fairly provided. We*
9 *shall not prohibit [competing carriers] from designating different rating*
10 *and routing points just because such an approach may differ from*
11 *traditional methods used by ILECs. Such a prohibition could undermine*
12 *the incentives for carriers to develop innovative service alternatives in the*
13 *most economically and technologically efficient manner.*

14 Just as the California PUC found that the rating and routing points for calls need
15 not match, the Commission should not countenance BellSouth's attempts to
16 restrict Intermedia's flexibility to assign NPA/NXXs as it deems technologically
17 and economically sound.

18 **Q: WHAT ABOUT BELLSOUTH'S ARGUMENT THAT ALLOWING**
19 **INTERMEDIA TO ASSIGN NPA/NXXs TO CUSTOMERS BOTH INSIDE**
20 **AND OUTSIDE THE BELLSOUTH LOCAL CALLING AREA WHERE**

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1 **THE NPA/NXX IS HOMED WILL VIOLATE FLORIDA STATUTE**
2 **364.16(3)(A).**

3 **A:** This argument is a red herring. In addition, the argument simply does not make
4 any sense. Section 364.13(3)(a) states, in relevant part:

5 *No local exchange telecommunications company or alternative local*
6 *exchange telecommunications company shall knowingly deliver traffic, for*
7 *which terminating access service charges would otherwise apply, through*
8 *a local interconnection arrangement without paying the appropriate*
9 *charges for such terminating access service.*

10
11 First of all, the statute appears to address the situation where a carrier is
12 deliberately or fraudulently misclassifying traffic to avoid the payment of
13 switched access charges. This is clear from the use of the terms “knowingly” and
14 “*terminating* access service charges.” That situation obviously does not exist
15 here. It is clear that *neither* Intermedia nor BellSouth is attempting to pass access
16 calls as if they were local calls.

17
18 Equally important, if in fact BellSouth cannot determine the nature of the call that
19 is being originated by its telephone exchange customer (because of the
20 rating/routing dissociation), as it explicitly asserts, how can it “*knowingly* deliver

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1 traffic, for which terminating access service charges would otherwise apply,
2 through a local interconnection arrangement without paying the appropriate
3 charges for such terminating access service?" BellSouth's argument is
4 *nonsequitur*, and its reliance on Section 364(16)(3) is misplaced.

5 **Q: MR. VARNER CLAIMS THAT INTERNET PROTOCOL ("IP")**
6 **TELEPHONY IS TELECOMMUNICATIONS (SWITCHED ACCESS)**
7 **SERVICE, NOT INFORMATION OR ENHANCED SERVICE. DO YOU**
8 **AGREE?**

9 **A:** No, I do not agree. Mr. Varner cites the FCC's April 10, 1998 Report to Congress
10 (*see Federal-State Joint Board on Universal Service*, CC Docket No. 96-45,
11 Report to Congress, 13 FCC Rcd 11501 (1998)) for the proposition that IP
12 telephony is telecommunications service and not information or enhanced service.
13 Mr. Varner misinterprets the Report, however.

14
15 Mr. Varner is correct that the FCC stated in the Report that the record before it
16 *suggests* that certain forms of phone-to-phone IP telephony services lack the
17 characteristics that would render them "information services." Mr. Varner failed
18 to mention, however, that the FCC went on to explicitly state that it did not
19 believe that it was "appropriate to make any definitive pronouncements in the
20 absence of a more complete record focused on individual service offerings."

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1

2

The FCC clearly did not make any determination on the regulatory classification

3

of phone-to-phone IP telephony in the Report. Thus, any suggestion at this time

4

that IP telephony is telecommunications service is wrong. Similarly, BellSouth's

5

attempt to include phone-to-phone IP telephony within the definition of switched

6

access is improper and contrary to law.

7

Q: DOES THIS CONCLUDE YOUR TESTIMONY?

8

A: Yes. I reserve the right, however, to amend, modify, or otherwise supplement my

9

testimony, as appropriate.

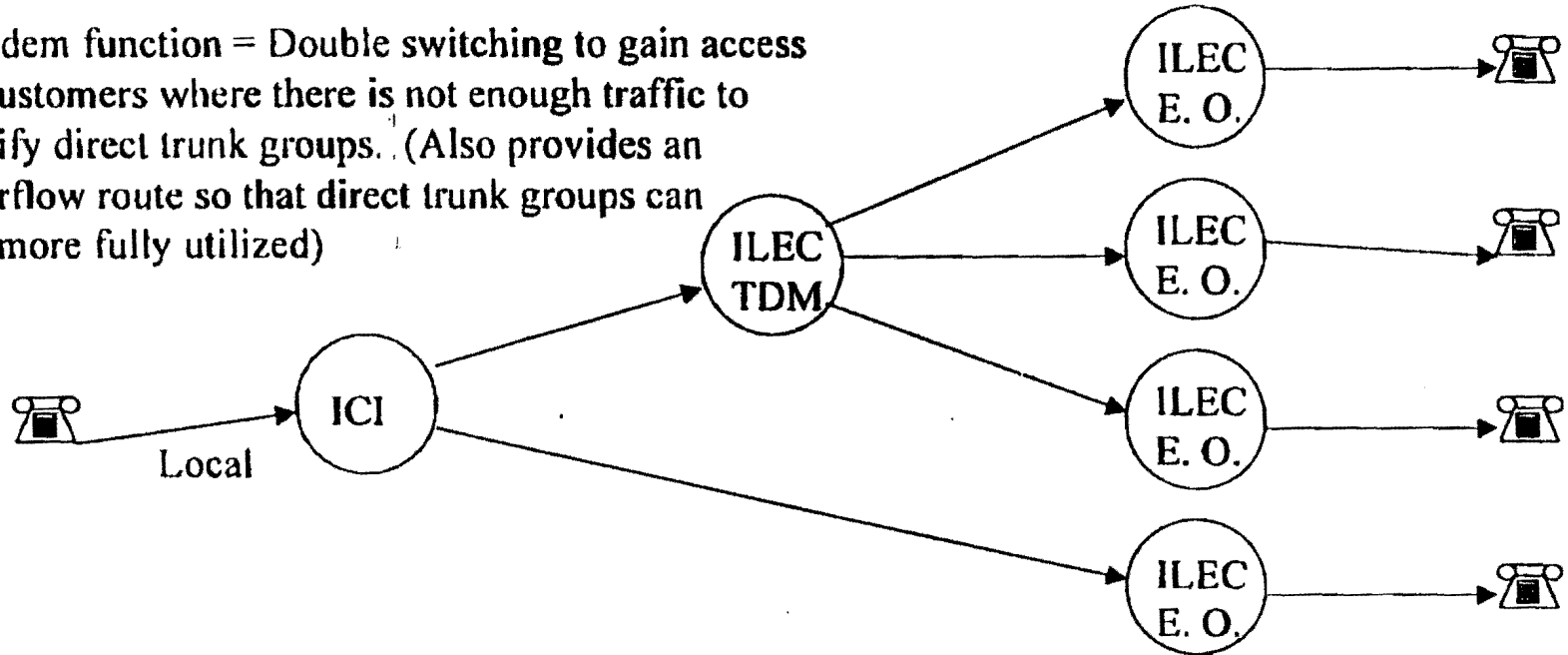
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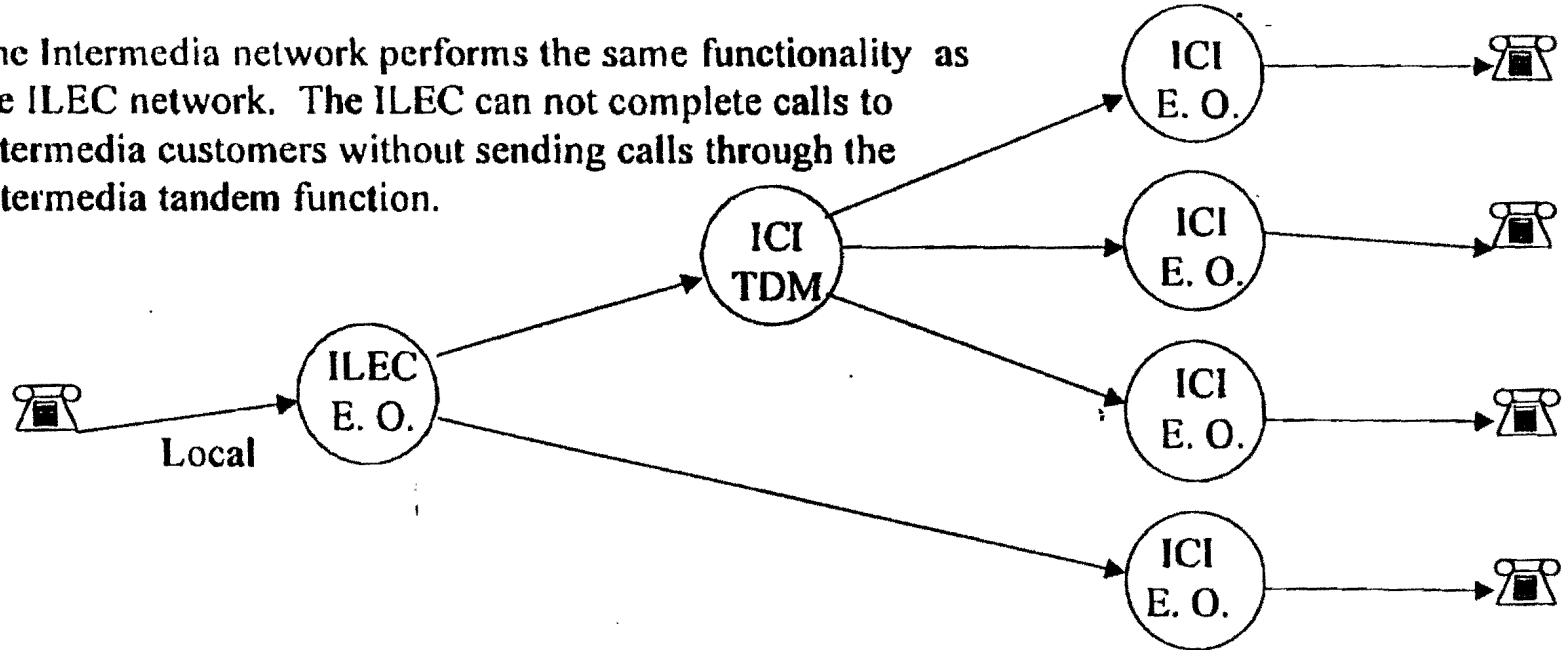
END OF TESTIMONY

Composite Exhibit JCJ-3
Docket No. 991854-TP
Network Topology,
Calling Areas, and
Switch Descriptions

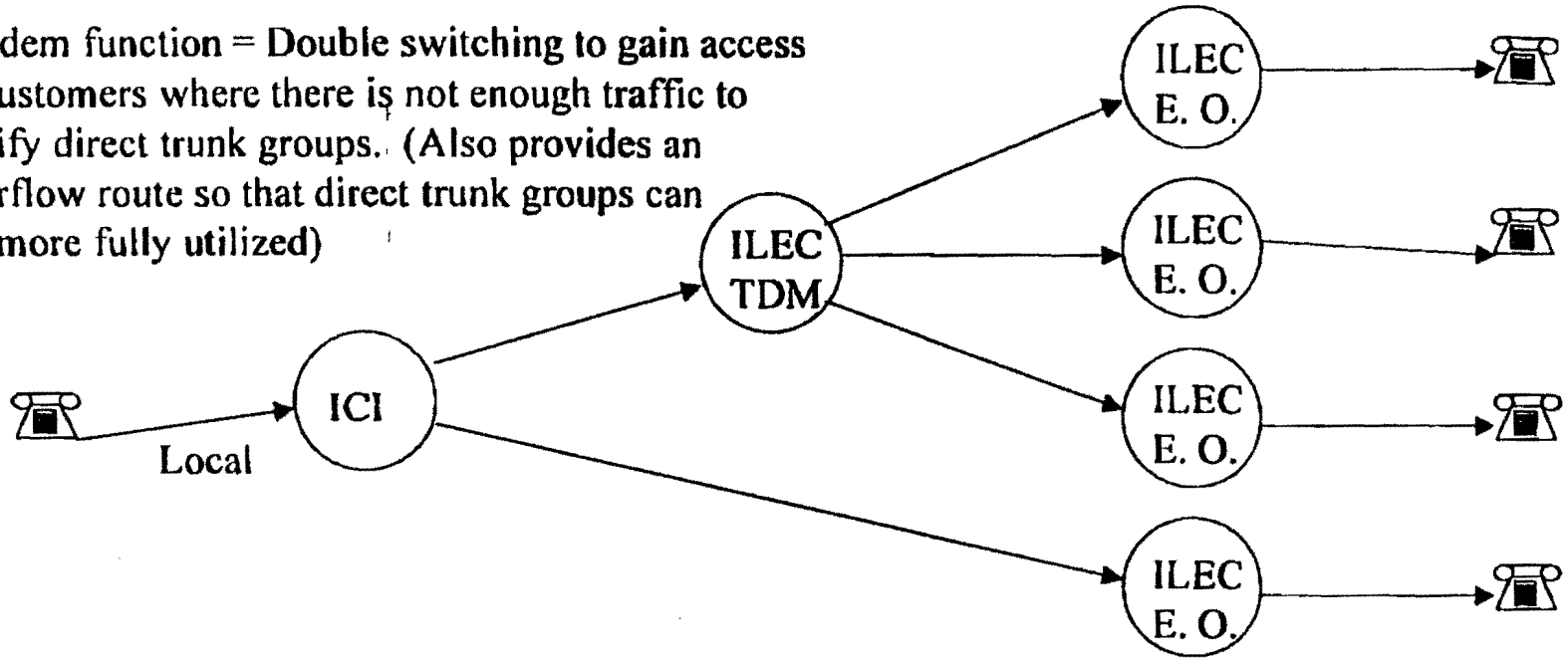
Tandem function = Double switching to gain access to customers where there is not enough traffic to justify direct trunk groups. (Also provides an overflow route so that direct trunk groups can be more fully utilized)



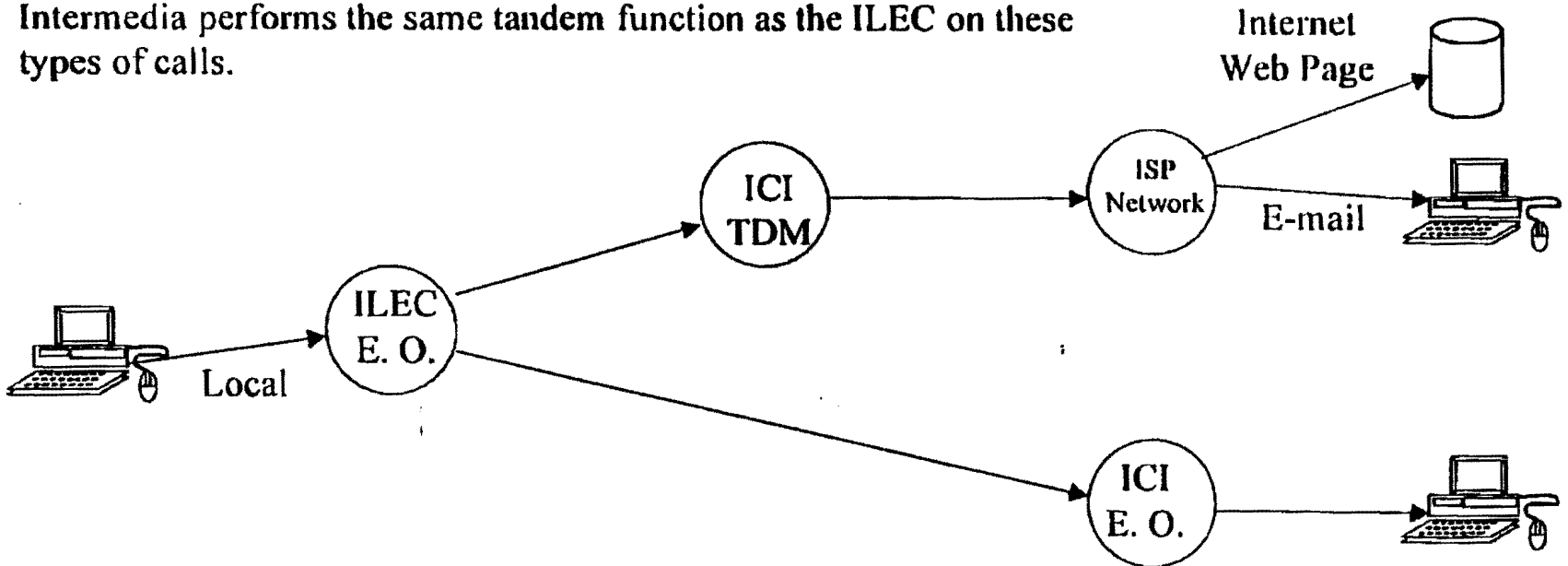
The Intermedia network performs the same functionality as the ILEC network. The ILEC can not complete calls to Intermedia customers without sending calls through the Intermedia tandem function.



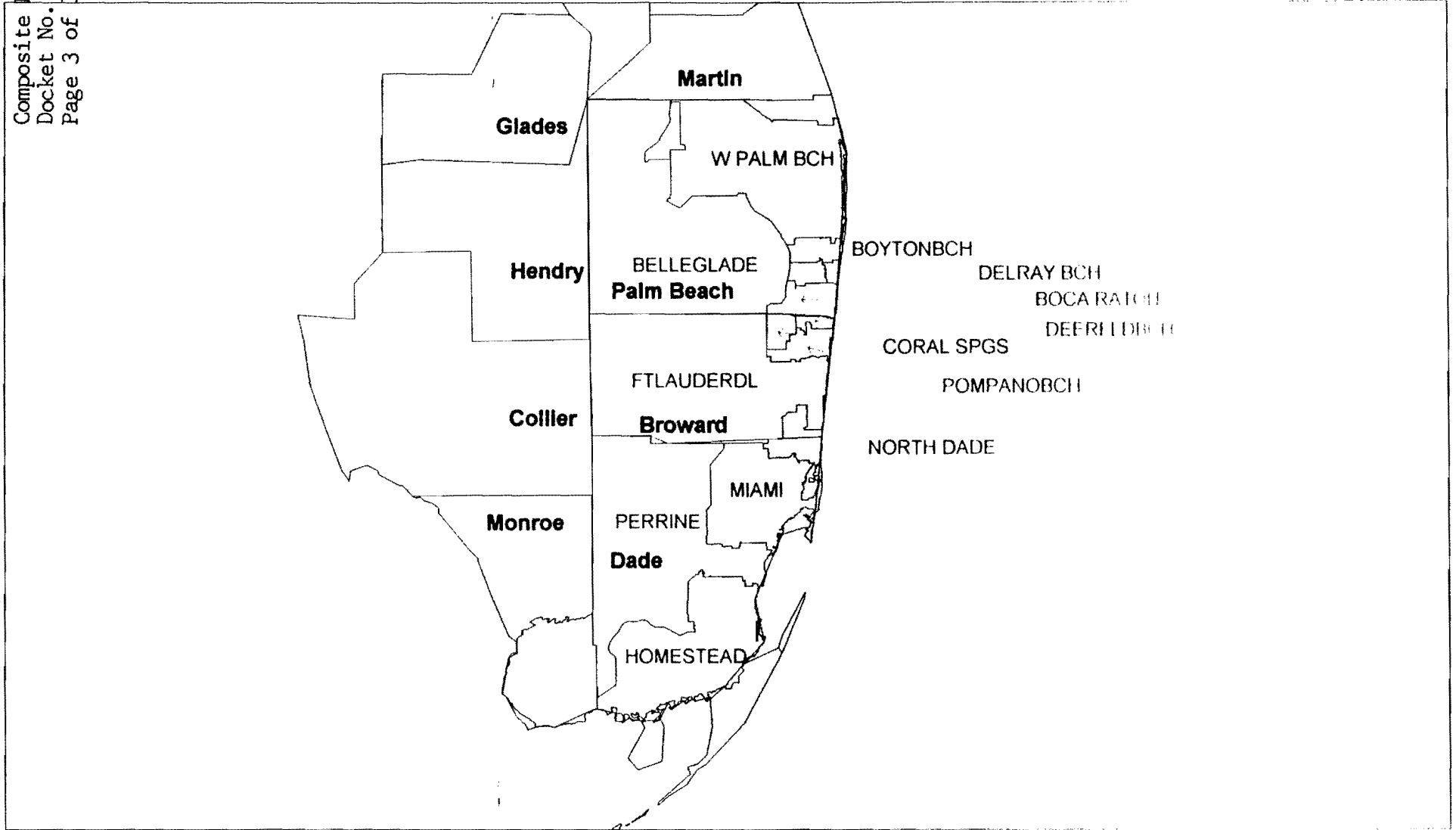
Tandem function = Double switching to gain access to customers where there is not enough traffic to justify direct trunk groups. (Also provides an overflow route so that direct trunk groups can be more fully utilized)



Intermedia performs the same tandem function as the ILEC on these types of calls.



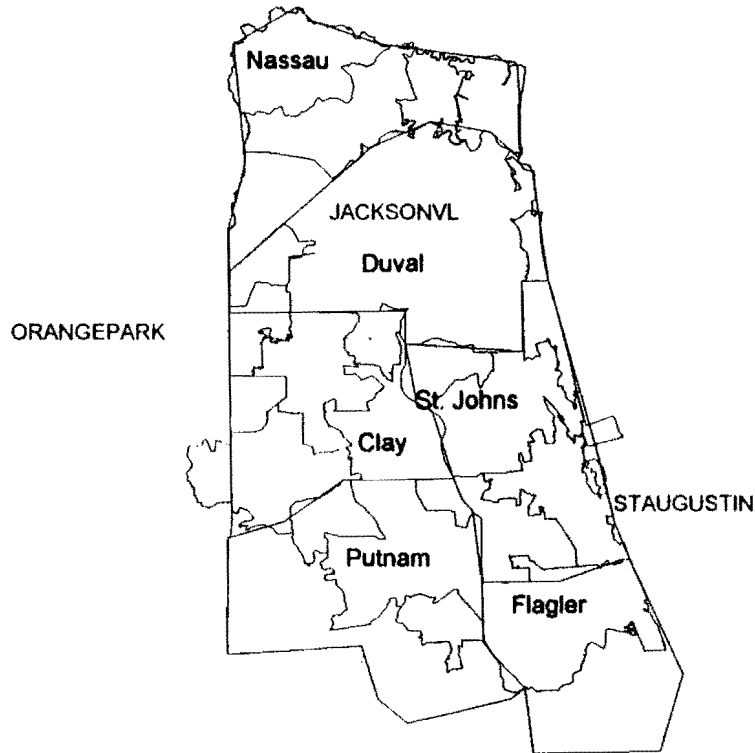
Miami 911 Cnty Map



Current Rate Centers - yellow polygons (W. Palm Bch., Boynton Bch., Delray Bch., Boca Raton, Deerfield Bch., Coral Sprgs, Pompano Bch., North Dade, Miami, Perrine/Dade, Homestead)

Future Rate Centers - green polygons

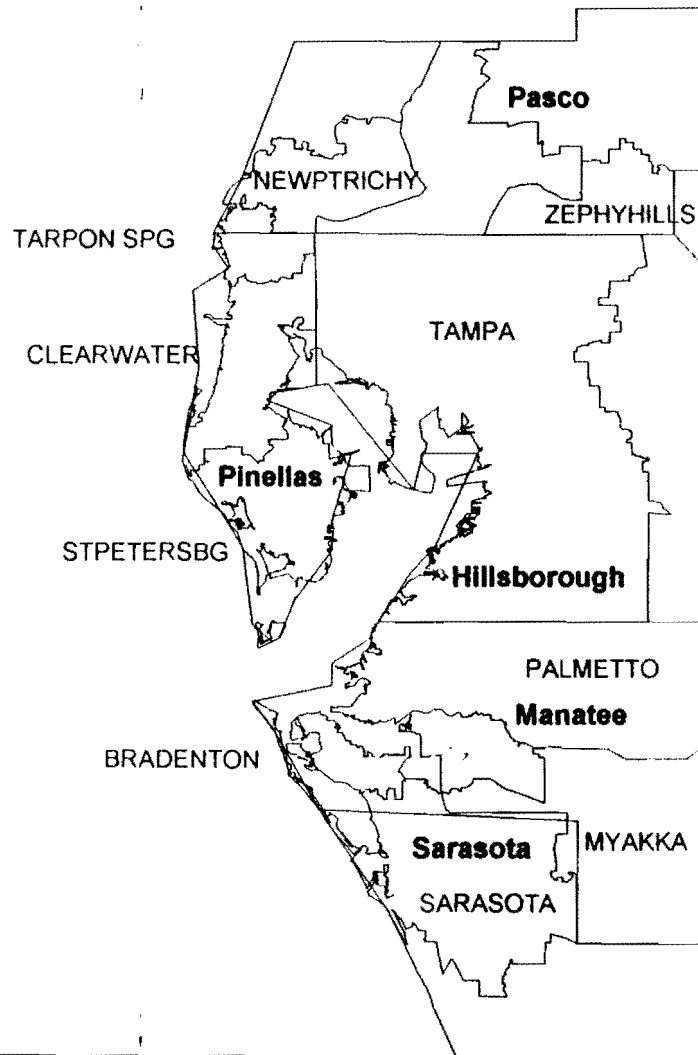
Jacksonville 911 Cnty Map



Current / Future Rate Cntr's - yellow polygons (Jacksonville, Duval, St. Augustine, Orange Park)

Cnty's - Blue

Tampa 911 Cnty Map

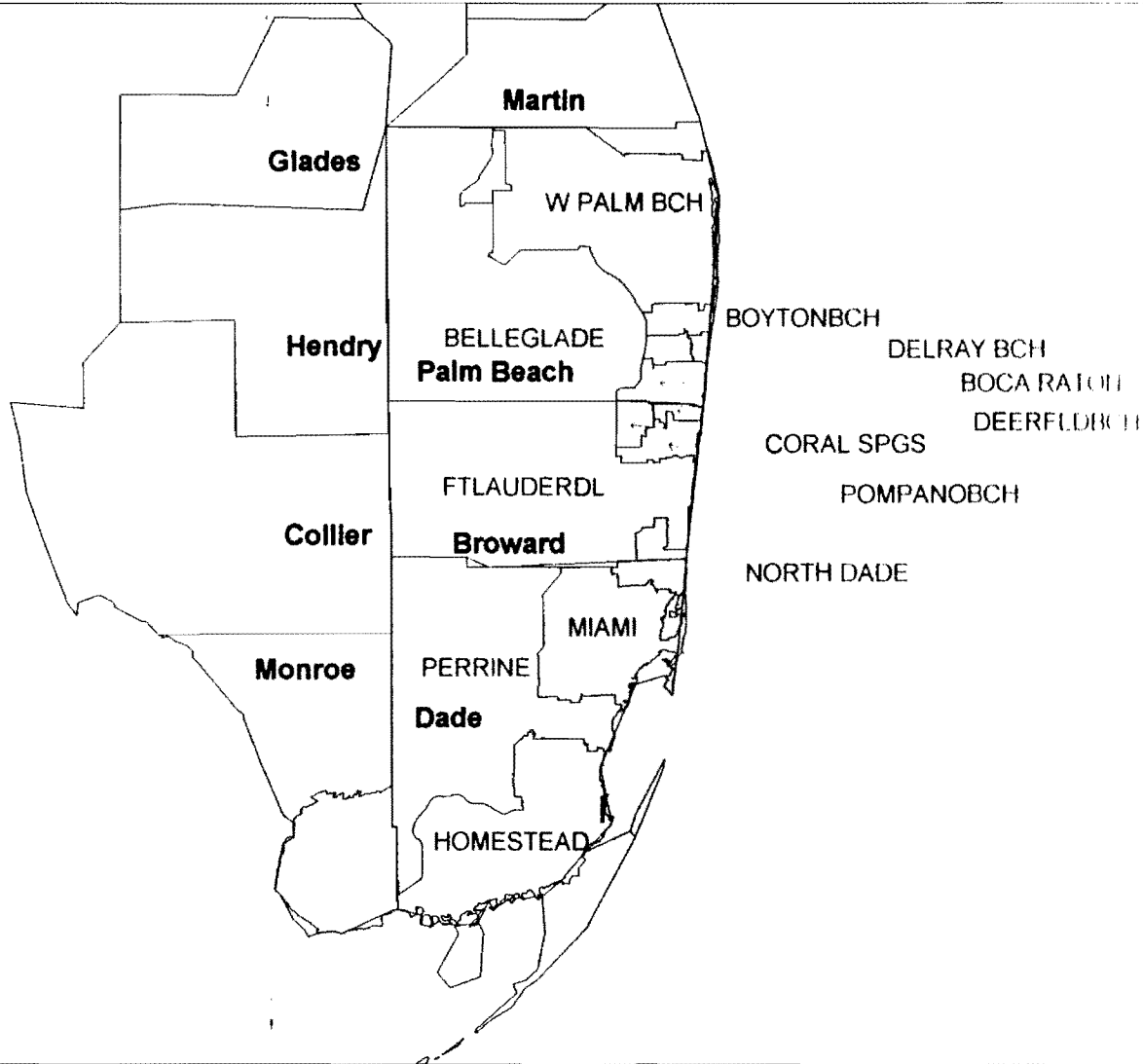


Current Rate Centers - yellow polygons (Tampa, Sarasota, Pinellas,

Bradenton

Counties - Blue

Miami 911 Cnty Map

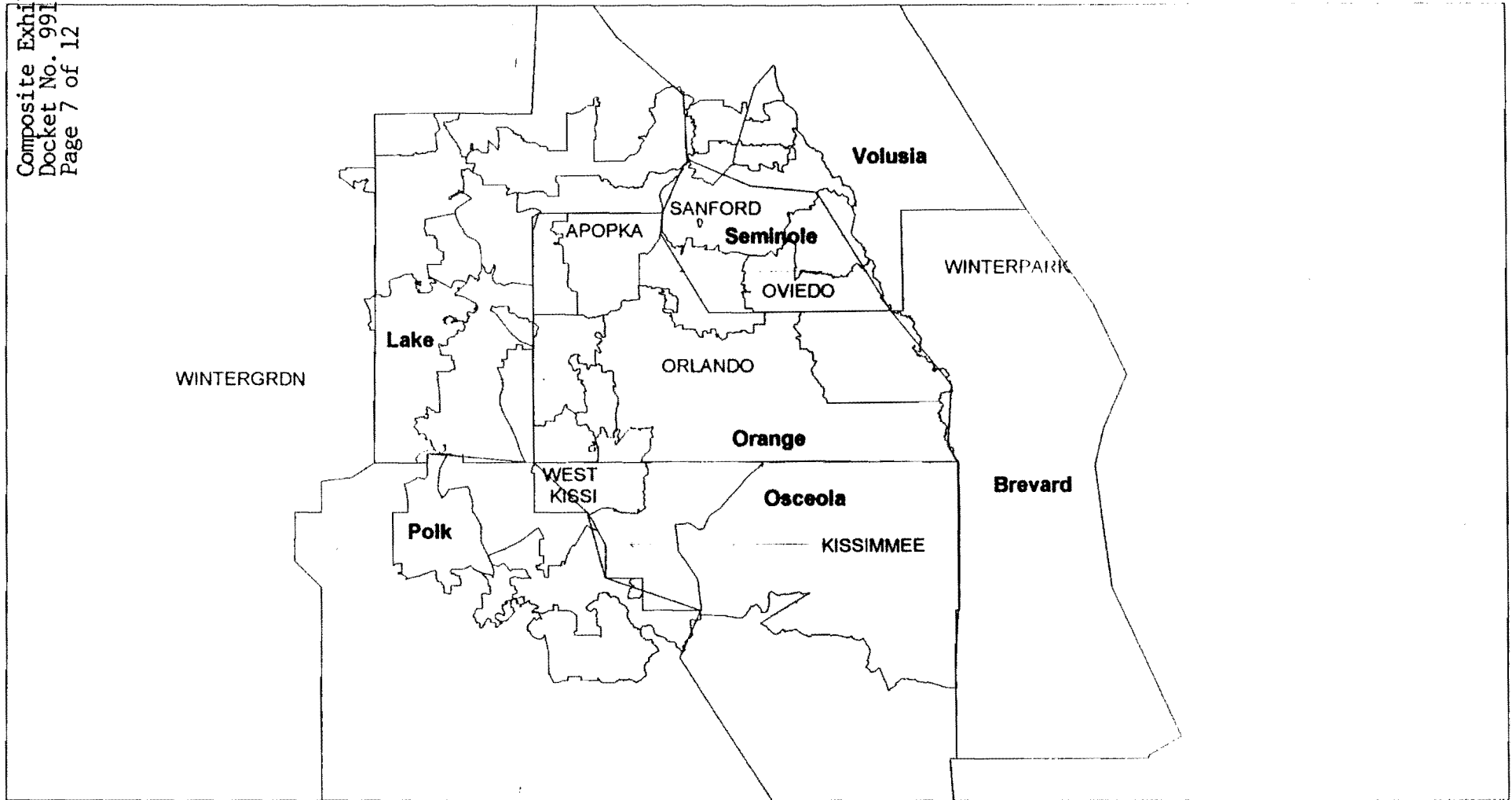


Current Rate Centers - yellow polygons (W. Palm Bch., Boynton Bch., Delray Bch., Boca Raton, Deerfield Bch., Coral Sprgs, Pompano Bch., North Dade, Miami, Perrine/Dade., Homestead)

Future Rate Centers - green polygons

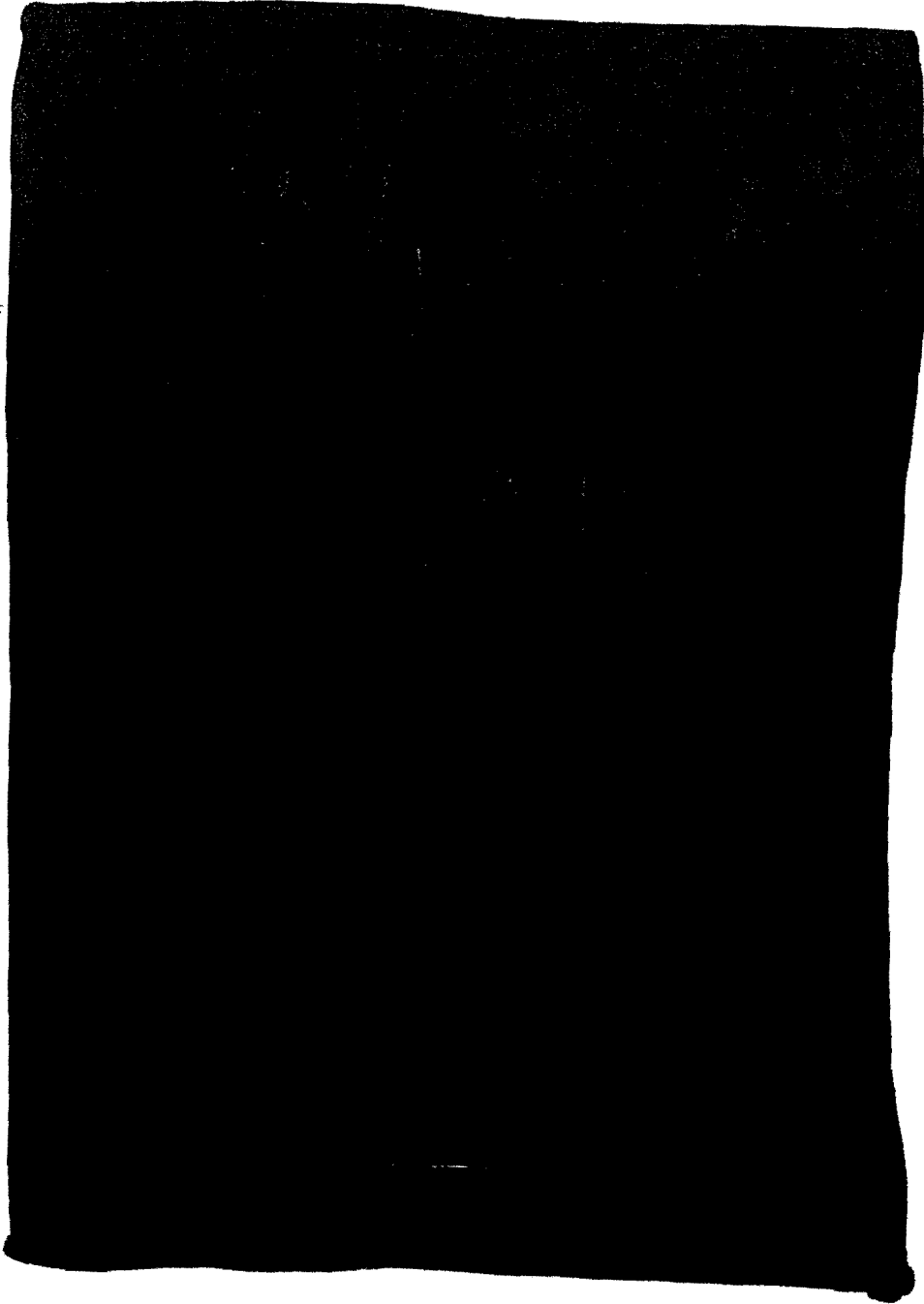
Counties - Blue

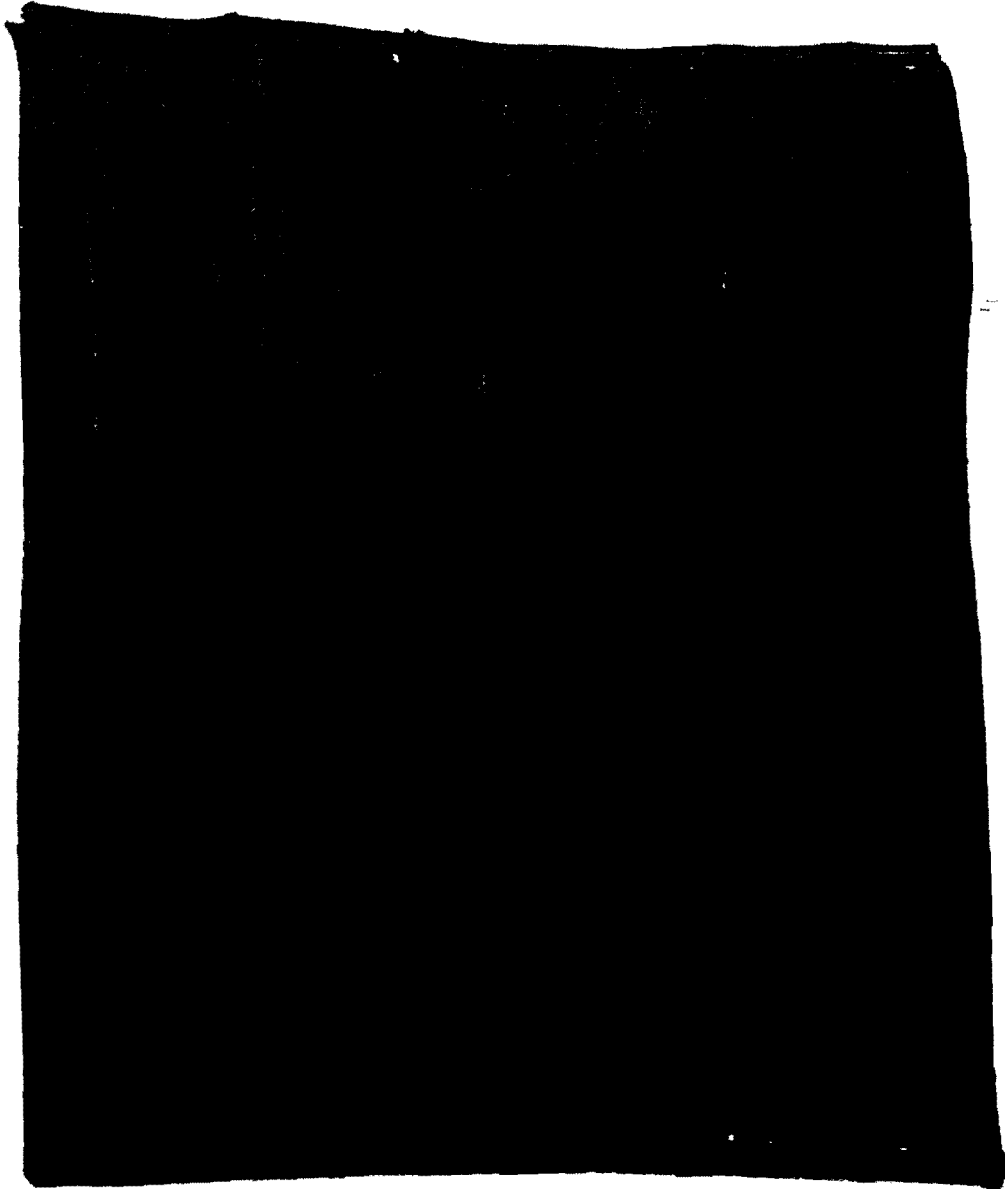
Orlando 911 Cnty Map

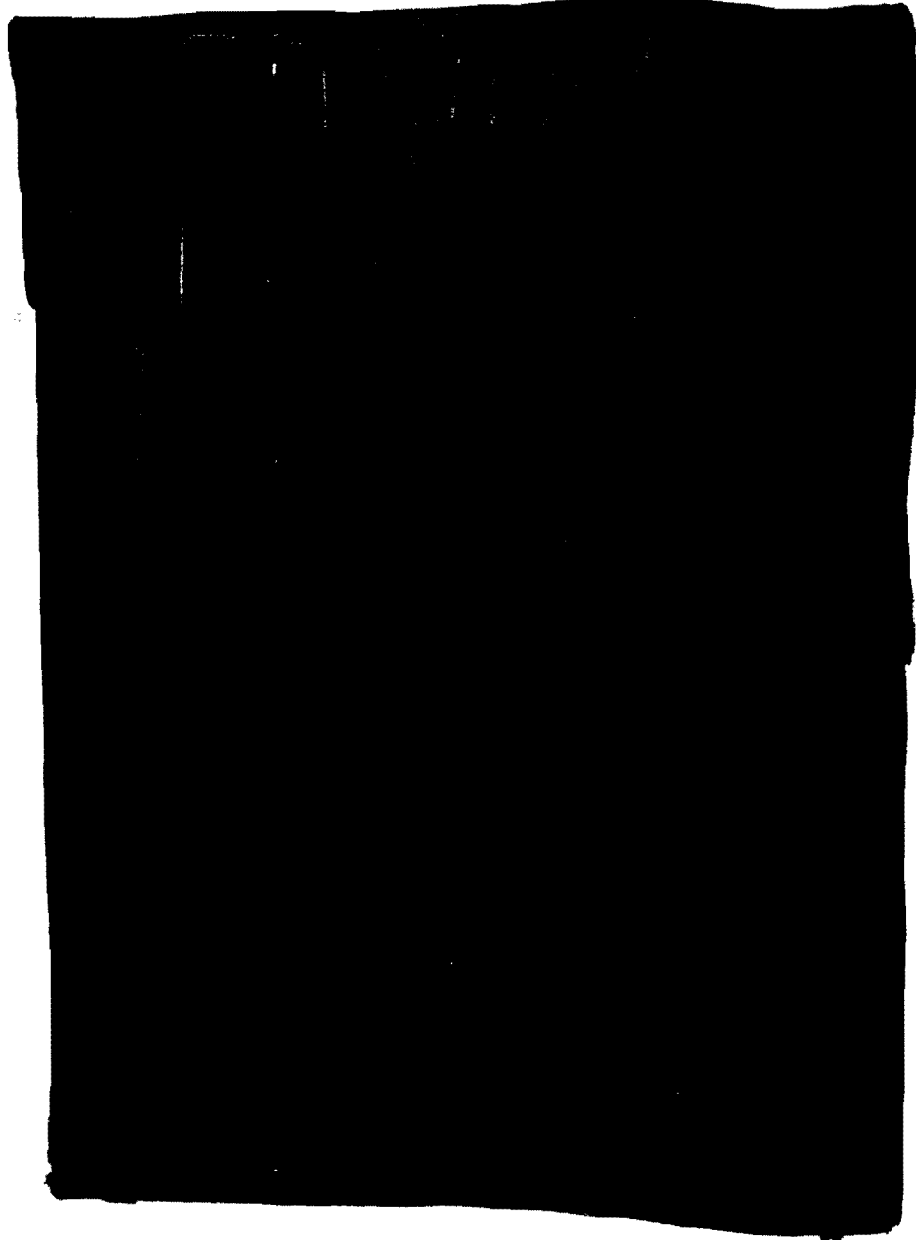


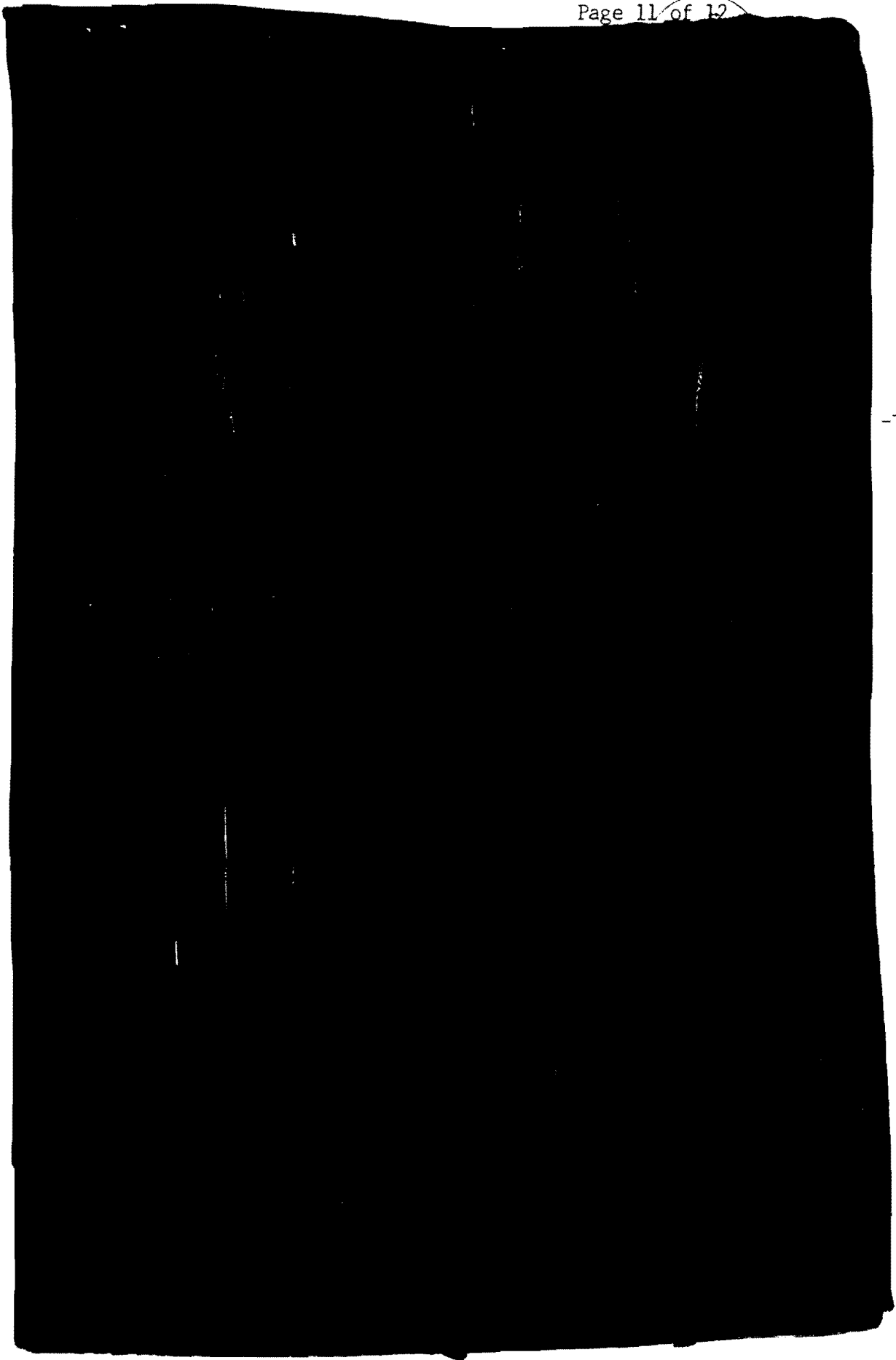
Current / Future Rate Cntr's - yellow polygons (Apopka, Sanford, Oviedo, Orlando, Winter Park, W. Kissimmee, Kissimmee)

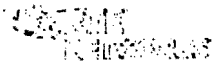
Cnty's - Blue











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DMS-500

Local and Long Distance Switch

The DMS-500 Local and Long Distance Switch is a DMS SuperNode application that combines local services of the DMS-100 switch, toll and operator services of the DMS-100/200 Traffic Operator Position System (TOPS), and long distance services of the DMS-250 switch. In addition to the trunk connections supported by the DMS-250, the DMS-500 delivers all line types currently supported by the DMS-100 system for residential and business applications.

The DMS-500 is a total solution with one of the industry's most application-rich portfolios of carrier services loaded with major capabilities that are market-ready today. These include local services, long distance services, call center services, operator services, and data services. And, as part of the Nortel Networks Succession Network plan, the DMS-500 is uniquely positioned for the evolution to data-centric communications.

Benefits

- Ability to quickly generate new revenue through new services, new markets, and new end-to-end telephony offerings
- Fully functional local/long distance switch enabling revenues to be generated on both sides of the switching business
- Maximum market flexibility for service providers:
 - selling or reselling long distance services
 - operating with or without operator services
 - offering business and residential line services
- Cost and operational efficiencies gained in combining DMS-100/200 and DMS-250 services:
 - reducing front-end hardware requirements
 - reducing office site and environmental requirements
 - centralizing operations, administration, maintenance, and provisioning (OAM&P)
- Expanded pre- and post-sales service support to build a network, train the staff, and operate the network, if needed
- Multi-vendor network operability ensured with the DMS-500 SuperNode system's open architecture

- Information:**
- Reference Library •
 - Features & Benefits •
 - FAQs •
- Products:**
- DMS SuperNode •
 - Data Manager •
 - SPM •
- Solutions:**
- Local Exchange •
 - Carriers •
 - Inter Exchange •
 - Carriers •
 - Competitive Access •
 - Providers •
-
- Purchasing Information**
- Contact DMS-500 •
- Service & Support:**
- Product Support •
 - Training •
 - User Group •
- Related Info:**
- Local Number •
 - Portability •
 - DMS-500 Conversions •
 - Accessing the •
 - Local Loop •
 - Carrier Professional •
 - Services •

Enterprise
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CERTIFICATE OF SERVICE

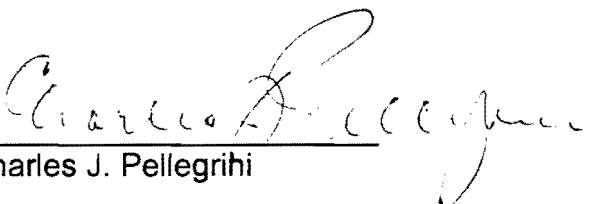
I HEREBY CERTIFY that a copy of the foregoing has been furnished by U.S. Mail or Hand Delivery(*) this 6th day of March, 2000 to the following:

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