

MICHAEL P. GOGGIN
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5561

ORIGINAL

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May 17, 2000

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

Re: Docket No. 991534-TP (Intermedia Arbitration)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Responses and Objections to Intermedia's First Set of Interrogatories, dated April 17, 2000, which we ask that you file 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 to the parties shown on the attached Certificate of Service.

Sincerely,

Michael P. Goggin
Michael P. Goggin

(2)

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

- SPA _____
- SPR _____
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06132 MAY 17 8

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

In re:) Docket No. 991534-TP
)
 Request for Arbitration Concerning Complaint of)
 Intermedia Communications, Inc. against BellSouth)
 Telecommunications, Inc. for breach of terms of)
 Interconnection Agreement under Sections 251 and)
 252 of the Telecommunications Act of 1996, and)
 Request for relief.)
) Filed: May 17, 2000

**RESPONSES AND OBJECTIONS OF
 BELL SOUTH TELECOMMUNICATIONS, INC.
 TO INTERMEDIA'S FIRST SET OF INTERROGATORIES**

BellSouth Telecommunications, Inc., ("BellSouth") pursuant to Rule 28-106.206, *Florida Administrative Code*, and Rules 1.340 and 1.280, *Florida Rules of Civil Procedure*, files the following Responses and Objections to the First Set of Interrogatories served by Intermedia Communications, Inc. ("Intermedia") on April 17, 2000.

GENERAL OBJECTIONS AND RESPONSES

GENERAL OBJECTIONS

1. BellSouth objects to the interrogatories to the extent they seek to impose an obligation on BellSouth to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on the grounds that such requests are overly broad, unduly burdensome, oppressive, and not permitted by applicable discovery rules.

2. BellSouth objects to the interrogatories to the extent they are intended to apply to matters other than Florida intrastate operations subject to

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

the jurisdiction of the Commission. BellSouth objects to such interrogatories as being irrelevant, overly broad, unduly burdensome, and oppressive.

3. BellSouth objects to each and every interrogatory and instruction to the extent that such interrogatories or instruction calls for information which is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. BellSouth objects to each and every interrogatory insofar as the interrogatories are vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests. Any answers provided by BellSouth in response to these interrogatories will be provided subject to, and without waiver of, the foregoing objection.

5. BellSouth objects to each and every interrogatory insofar as it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. BellSouth will attempt to note in its responses each instance where this objection applies.

6. BellSouth objects to providing information to the extent that such information is already in the public record before the Commission.

7. BellSouth objects to each and every interrogatory to the extent that the information requested constitutes "trade secrets" which are privileged pursuant to §90.506, *Florida Statutes*. BellSouth also objects to each and every interrogatory that would require the disclosure of customer specific information, the disclosure of which is prohibited by §364.24, *Florida Statutes*. To the extent

that Intermedia requests proprietary information that is not subject to the "trade secrets" privilege or to §364.24, BellSouth will make such information available to Intermedia at a mutually agreeable time and place upon the execution of a confidentiality agreement, or subject to a Request for Confidential Classification.

8. BellSouth objects to Intermedia's discovery requests, instructions and definitions, insofar as they seek to impose obligations on BellSouth that exceed the requirements of the Florida Rules of Civil Procedure or Florida Law.

9. BellSouth objects to each and every interrogatory, insofar as any of them is unduly burdensome, expensive, oppressive, or excessively time consuming as written.

10. BellSouth is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, BellSouth creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these interrogatories. BellSouth will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the interrogatories purport to require more, BellSouth objects on the grounds that compliance would impose an undue burden or expense.

GENERAL RESPONSES

1. With regard to Intermedia's definition of "document", BellSouth has made a diligent, good faith attempt to identify documents responsive to the scope of Intermedia's Interrogatories.

2. In any instance in which BellSouth agrees to produce responsive documents, they will be produced at a mutually agreeable time and place.

3. The following Specific Responses and Objections are given subject to the above-stated General Responses and Objections, and the objections previously served and filed.

SPECIFIC OBJECTIONS AND RESPONSES TO INTERROGATORIES

BellSouth Telecommunications, Inc.
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REQUEST: Identify all persons who have knowledge or information concerning the facts set forth in Intermedia's Complaint and BellSouth's Response and provide a general description of each person's knowledge.

RESPONSE: Jerry Hendrix, Senior Director, Interconnection Services, David Scollard, Manager, BellSouth Billing, and Keith Milner, Senior Director, Interconnection Services. Mr. Hendrix's, Mr. Scollard's, and Mr. Milner's knowledge of the case is discussed in their testimony filed in this docket.

Bill Morrison is the Account Executive for Intermedia.

RESPONSE PROVIDED BY:

Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

David Scollard
Manager
600 N 19th Street
Birmingham, AL 35203

Keith Milner
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: a) Identify and describe in detail any and all events and circumstances that directly or indirectly gave rise to the MTA Amendment.

b) Identify all BellSouth employees and representatives who participated in the creation of the MTA Amendment, including, but not limited to, conceptualizing, discussions, drafting, and approval, and in any and all events that directly or indirectly gave rise to the MTA Amendment.

RESPONSE: a) Subsequent to a meeting held in Tampa on February 5, 1998, Intermedia contacted BellSouth to request an MTA Amendment. The details of the meeting are discussed more fully in BellSouth's response to Item No. 4.

b) Bill Morrison, Account Team; Stuart Hudnall, Interconnection negotiator; Kasey Howard, Project Manager; Jerry Hendrix, Interconnection; and Beth Carnes, member of Project Team worked with various CLECs in developing the MTA Agreement.

RESPONSE PROVIDED BY:

Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

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REQUEST: Identify as to date, place, and participants any and all internal BellSouth meetings prior to the execution of the MTA Amendment in which the MTA Amendment and matters related to it were discussed.

a) Describe in detail the substance of the discussions in any and all such meetings.

RESPONSE: BellSouth is unaware of any meetings prior to the June 3, 1998 MTA Amendment.

RESPONSE PROVIDED BY:

Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: Identify all Intermedia employees and representatives who participated in discussions about the MTA Amendment and matters related to it with any BellSouth employee or representative prior to the execution of the MTA Amendment.

a) Identify as to date, place and participants any and all meetings between Intermedia and BellSouth, face-to-face or telephonic, preceding the execution of the MTA Amendment in which the MTA Amendment and matters related to it were discussed.

b) Describe in detail the substance of the discussions in any and all such meetings.

RESPONSE: a) There were some telephone calls between BellSouth and Intermedia, but BellSouth cannot recall the details as to date, place and participants.

A face to face meeting took place in Tampa on February 5, 1998. The parties in attendance were:

Intermedia:

Ed Thomas
Tom Climer
Margaret Napier
Jim Cok

BellSouth:

Kasey Howard
Richard McIntire
Bill Morrison
Mary Ann Dresson
Susan Sidersky

b) The main focus of this meeting was to discuss reciprocal trunking between BellSouth and Intermedia. Intermedia already had interconnection trunk groups to the 3 tandems in LATA 460 so MTA was not an issue. The MTA discussion surrounded the Atlanta LATA. This LATA had 3 tandems within Atlanta (Norcross, Buckhead, and East Point) and Intermedia wanted to trunk to each of these tandems. However, there are three tandems outside of the Atlanta metro area and Intermedia did not want to establish interconnection trunks to these tandems (Columbus, Gainesville, and Athens). As a result of the discussion with Ed Thomas and Tom Climer, Intermedia was well aware that it had a number of reciprocal trunking options, including MTA.

Intermedia could trunk to each of the remaining tandems so that one of their end users might be able to place a call to an end user in a central office behind one of these tandems, or Intermedia could use MTA.

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All of the discussions centered around the engineering aspect of the architecture and not about the rate structure. Intermedia was directed to talk with Stuart Hudnall regarding adding MTA to Intermedia's Interconnection Agreement. BellSouth did not indicate that either method of interconnection was a better method. Instead, the volume of traffic to each of the tandems would determine which is the best method for interconnection.

RESPONSE PROVIDED BY:

Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

REQUEST: BellSouth has alleged that Intermedia requested that the parties' interconnection agreement be amended to make multiple tandem access arrangements available to Intermedia. (Hendrix, Prefiled Direct Testimony, page 4.) Please identify the Intermedia employee(s) or representative(s) who made the alleged request, when and where the same was made, and the circumstances and manner in which it was made.

RESPONSE: Intermedia made the decision to use MTA and not trunk to each of the remaining tandems in Atlanta. Julia Strow in Intermedia's Regulatory group is the person BellSouth interfaced with for the negotiation of the MTA amendment. The request would have been a telephone call from Intermedia to begin the process of amending the Interconnection Agreement.

Intermedia's request was confirmed via e-mail from Stuart Hudnall to Julia Strow dated May 15, 1998.

RESPONSE PROVIDED BY:

Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

REQUEST: BellSouth alleges that elemental rates established by the Florida Commission in Docket nos. 960833-TP and 960846-TP, Order No. PSC-96-1579-FOF-TP, are applicable to the payment of reciprocal compensation for the exchange of all local traffic between Intermedia and BellSouth. Explain BellSouth's theory underlying this allegation and identify any and all evidence tending to support it.

RESPONSE: On June 3, 1998, the parties executed an Amendment to the original Interconnection Agreement which, among other things, changed the reciprocal compensation structure and rates for all local traffic. This Amendment states:

3. The Parties agree to bill Local traffic at the elemental rates specified in Attachment A.
4. This amendment will result in reciprocal compensation being paid between the Parties based on the elemental rates specified in Attachment A.

This Amendment incorporated new reciprocal compensation rates that the parties agreed to charge and to pay for the transport and termination of local traffic. These new reciprocal compensation rates for Florida were based on the Florida Public Service Commission rates established in Order No. PSC-96-1579-FOF-TP.

As evidenced by BellSouth's response to Item No. 14b, the Intermedia amendment is consistent with BellSouth's practice of amending interconnection agreements to allow for elemental billing, which began subsequent to BellSouth's ability to actually bill rates on an elemental basis.

RESPONSE PROVIDED BY:

Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: BellSouth has alleged that Intermedia agreed that the elemental rates established by the Florida Commission in Docket Nos. 960833-TP and 960846-TP, Order No. PSC-96-1579-FOF-TP would be applicable to the payment of reciprocal compensation for the exchange of all local traffic between Intermedia and BellSouth. (Hendrix, Prefiled Direct Testimony, page 4.) Please identify the Intermedia employee(s) or representatives(s) who made the alleged agreement, when and where the same was made, and the circumstances and manner in which it was made.

RESPONSE: BellSouth did not find the referenced allegation in the Prefiled testimony. Page 4 of the Prefiled Direct Testimony of Hendrix states:

Thus, when Intermedia requested an Amendment to the Interconnection Agreement to incorporate Multiple Tandem Access, BellSouth took the opportunity to request that Intermedia amend the Interconnection Agreement to also incorporate the new elemental rates and rate structure for reciprocal compensation for all local traffic established by the Florida Public Service Commission. The parties agreed to the two provisions, and as such, executed the Amendment.

As indicated in the Prefiled Direct Testimony, this agreement was made by way of an amendment to the Interconnection Agreement. The Intermedia employee who signed the Amendment was James F. Geiger. The Amendment was signed by Mr. Geiger on June 3, 1998.

RESPONSE PROVIDED BY:

Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

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REQUEST: Identify the state commissions who have, since the July 1, 1996 Agreement, ordered elemental rates, as suggested by Mr. Hendrix (Hendrix, Prefiled Direct Testimony, page 4), and the orders in which such rates were established.

RESPONSE: The Alabama Public Service Commission ordered elemental rates in the Order in Docket No. 26029. The Florida Public Service Commission ordered elemental rates in Order No. PSC-96-1579-FOF-TP. The Georgia Public Service Commission ordered elemental rates in the Order in Docket No. 7061-U. The Kentucky Public Service Commission ordered elemental rates in the Order in Cases 96-431 and 96-482. The Louisiana Public Service Commission ordered rates in Order No. U-22022/22093-A. The Mississippi Public Service Commission issued elemental rates in the Order in Docket No. 96-AD-0559. The North Carolina Utilities Commission ordered elemental rates in Order p-100 Sub 133d. The South Carolina Public Service Commission ordered elemental rates in Order 98-214.

RESPONSE PROVIDED BY: Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: Explain how the language of the MTA Amendment supports BellSouth's allegation that the MTA Amendment was intended to serve two purposes: first, to provide Intermedia multiple tandem access; second, to incorporate new reciprocal compensation rates for the transport and termination of all local traffic. (Hendrix, Prefiled Direct Testimony, page 3.) In this response, address specifically how each of the numbered paragraphs, the prefatory language in Attachment A, and the rates/rate structures in Attachment A support that allegation.

RESPONSE: The purpose of the June 3, 1998 Amendment was twofold. First, it provided for Intermedia Multiple Tandem Access. Second, the Amendment incorporated new reciprocal compensation rates that the parties agreed to charge and to pay for the transport and termination of all local traffic. The two provisions were not linked. The new reciprocal compensation rate structure and rates as set forth in the Amendment were not exclusively tied to multiple tandem access, but rather replaced the rates set forth in Attachment B-1 of the original Interconnection Agreement.

BellSouth numbered the paragraphs dealing with these two provisions separately, so as to avoid the very issue Intermedia has raised. The paragraphs are to be interpreted in separately due to the fact that they are separately numbered paragraphs of the Amendment.

RESPONSE: (Cont.)

The prefatory language in Attachment A is an Attachment to the June 3, 1998 Amendment. Nothing in the Amendment (which includes the Attachment) limits the established elemental rates to MTA. In contrast, both make clear that they apply to all Local Traffic. In fact, Attachment A clearly states:

2. The Parties agree to bill Local Traffic at the elemental rates specified below:

The rates and rate structure in the Attachment support BellSouth's position that the rates apply to all local traffic, because, as Mr. Scollard testifies, BellSouth's billing systems cannot handle two or more different reciprocal compensation rate structures for one carrier. BellSouth cannot bill one structure or set of rates for MTA and another structure or set of rates for calls routed through other arrangements.

RESPONSE PROVIDED BY:

Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: Assuming for purposes of this Interrogatory only that the MTA Amendment imports into the parties' interconnection agreement new reciprocal compensation rates to be applied to local traffic and acknowledging that these new rates are significantly lower than the rates negotiated in the July 1, 1996, Agreement, what then is the benefit to Intermedia under and as expressed in the Amendment that would rationalize Intermedia's agreement to the new rates?

RESPONSE: First and foremost, this Amendment was negotiated. In the normal course of negotiating, the Parties generally "give-and-take" on issues of importance to each so as to reach mutual agreement. Intermedia requested that the parties amend the Interconnection Agreement to incorporate terms into the Interconnection Agreement whereby BellSouth would make available multiple access tandem arrangements. Coincidentally, BellSouth was in the unrelated process of incorporating the final Commission approved rates of several State Commissions into the BellSouth Standard Interconnection Agreement. In 1996, when Intermedia and BellSouth entered into their Interconnection Agreement, the standard rate structure for reciprocal compensation was a composite rate. Subsequent to that time, State Commissions began ordering elemental rates, which BellSouth then incorporated into the BellSouth Standard Interconnection Agreement. Thus, when Intermedia requested an Amendment to the Interconnection Agreement to incorporate Multiple Tandem Access, BellSouth took the opportunity to request that Intermedia amend the Interconnection Agreement to also incorporate the new elemental rates and rate structure for reciprocal compensation for all local traffic established by the Florida Public Service Commission.

Finally, the lower compensation rate would also benefit Intermedia, as this lower rate was a reciprocal compensation rate, resulting in lower usage bills from BellSouth.

RESPONSE PROVIDED BY:

Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

- REQUEST: a) Has the Florida Commission permitted third party intervenors in arbitration proceedings brought before it pursuant to section 252 of the Act?
- i) If it has done so, cite the proceedings(s) and order(s) in which it has.
- b) Has the Florida Commission ever ruled that its findings in arbitration proceedings brought before it pursuant to section 252 of the Act are applicable to carriers other than those a party to the related section 251 negotiations?
- i) If it has done so, cite the proceeding(s) and order(s) in which it has.

- RESPONSE: a) No.
- i) N/A
- b) No, however, it is common practice for BellSouth to incorporate ordered rates from arbitrations into other calling agreements so as to avoid multiple arbitration on the same issue. This is evidenced by the amendments and agreements listed in Item No. 14b.
- i) N/A

RESPONSE PROVIDED BY: Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

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REQUEST: Has Intermedia requested or ordered multiple tandem access arrangements in Florida and has BellSouth provisioned multiple tandem access arrangements in Florida at the request or order of Intermedia?

RESPONSE: No, but they have requested multiple tandem access arrangements in Georgia under the same agreement.

RESPONSE PROVIDED BY: Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

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REQUEST: a) If Intermedia has requested or ordered multiple tandem access arrangements in Florida, identify any and all documents related to the request(s) or order(s).

RESPONSE: N/A

RESPONSE PROVIDED BY: Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

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REQUEST: b) If BellSouth has provisioned multiple tandem access in Florida pursuant to Intermedia's request or order, identify any and all documents related to the provisioning(s).

RESPONSE: N/A

RESPONSE PROVIDED BY:

Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

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REQUEST: c) If Intermedia has requested or ordered multiple tandem access and if BellSouth has provisioned multiple tandem access pursuant to Intermedia's request or order; identify all Intermedia and BellSouth employees and representatives who were involved in any way with the request(s) or order(s) and provisioning(s), including the way in which they were involved.

RESPONSE: Faye James, BellSouth Service Rep
Rita Knapp, BellSouth Supervisor

Jeff Noble, Intermedia – generated the ASR

Please see Request for Production of Documents Item No. 12.

RESPONSE PROVIDED BY: Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

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REQUEST: d) If BellSouth has provisioned multiple tandem access arrangements in Florida at the request or order of Intermedia, please identify the Intermedia POPs and the BellSouth tandems and subtended end offices included in any and all such arrangements.

RESPONSE: N/A

RESPONSE PROVIDED BY: Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

- REQUEST:** e) If BellSouth has provisioned multiple tandem access arrangements in Florida at the request or order of Intermedia, identify the dates when the provisioning was accomplished.
- i) Identify the BellSouth employee(s) or representative(s) charged with the responsibility for carrying out any and all such provisionings.

RESPONSE: N/A

RESPONSE PROVIDED BY: Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

REQUEST: f) If BellSouth has provisioned multiple tandem access anywhere within its interconnection network arrangements with Intermedia in Florida in the absence of Intermedia's request or order, identify where such provisioning has taken place and when it took place and describe with the aid of appropriate diagrams the network architecture there deployed.

i) If BellSouth has provisioned multiple tandem access anywhere within its interconnection network arrangements with Intermedia in Florida in the absence of Intermedia's request or order, describe the reasons for having done so.

ii) If BellSouth has provisioned multiple tandem access anywhere within its interconnection network arrangements with Intermedia in Florida in the absence of Intermedia's request or order, identify and describe any and all related communications between BellSouth and Intermedia.

RESPONSE: BellSouth has not changed any Intermedia trunk group without a supporting ASR from Intermedia. However, in Jacksonville and Orlando, when other CLECs began providing service to end users served by the CLEC's switch homed behind an access tandem and Intermedia did not have interconnection trunk groups established to this tandem

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RESPONSE (Cont.)

BellSouth would not have blocked the any calls from Intermedia's end user to the other CLECs end user.

To the extent Intermedia has requested BellSouth to create network diagrams that do not currently exist, this request is outside the scope of discovery allowed under applicable rules of civil procedure.

Therefore, BellSouth objects to the request for diagrams.

RESPONSE PROVIDED BY:

Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

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REQUEST: Describe with the aid of appropriate diagrams BellSouth's interconnection architecture with Intermedia in Florida (Jacksonville, Orlando and Miami).

RESPONSE: To the extent Intermedia has requested BellSouth to create network diagrams that do not currently exist, this request is outside the scope of discovery allowed under applicable rules of civil procedure.

Therefore, BellSouth objects to the request for diagrams. Subject to, and without waiving this objection, see the General Network Architecture found in response to Request for Production of Documents, Item No. 3.

REQUEST: a) Has BellSouth executed agreements or agreement amendments with competitive carriers other than Intermedia containing the same or substantially similar provisions as the MTA Amendment?

RESPONSE: Yes.

RESPONSE PROVIDED BY:

Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: b) If BellSouth has done so, identify any and all such carriers, as well as the Florida Commission proceedings in which such agreements or agreement amendments were approved by the Commission. Identify also the pertinent sections and paragraphs of any such agreements or agreement amendments.

i) If BellSouth has done so, identify the BellSouth and competitive carrier employee(s) and representative(s) involved in the execution of such agreements or agreement amendments.

SPECIFIC OBJECTIONS:

i) In addition to its previous objections, BellSouth objects to this request on the grounds that to identify each BellSouth and competitive carrier employee(s) and representative(s) involved in the execution of such agreements is unduly burdensome and request customer proprietary information.

RESPONSE: b) Subject to the objections stated previously, please see attached Exhibit/Attachment X, which is a chart of all agreements or amendments executed between BellSouth and other carriers with the same or substantially similar provisions as the MTA Amendment. This chart also identifies the pertinent sections and paragraphs of each agreement or amendment. Please see attached Exhibit/Attachment Y for a list of all Florida Commission proceedings approving agreements or amendments.

RESPONSE PROVIDED BY:

Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: c) Identify any and all competitive carriers that have ordered multiple tandem access pursuant to agreement with BellSouth.

SPECIFIC OBJECTION:

BellSouth objects to this Interrogatory to the extent the information requested is proprietary, customer specific information. The Commission has always zealously protected customer specific information in order to protect the customer's privacy and prevent a competitor of the customer from obtaining an unfair advantage.

Furthermore, the information sought is not relevant to this proceeding.

REQUEST: d) Identify any and all competitive carriers for which BellSouth has provisioned multiple tandem access pursuant to request and, for each and every such carrier, identify where such provisioning has taken place and describe with the aid of appropriate diagrams the interconnection architecture in place.

SPECIFIC OBJECTIONS:

BellSouth objects to this Interrogatory to the extent the information requested is proprietary, customer specific information. The Commission has always zealously protected customer specific information in order to protect the customer's privacy and prevent a competitor of the customer from obtaining an unfair advantage.

To the extent Intermedia has requested BellSouth to create network diagrams that do not currently exist, this request is outside the scope of discovery allowed under applicable rules of civil procedure.

Therefore, BellSouth objects to the request for diagrams.

Furthermore, the information sought is not relevant to this proceeding.

RESPONSE: Subject to, and without waiving any of the foregoing objections, see the General Network Architecture found in response to Request for Production of Documents, Item No. 3.

REQUEST: Explain why the Carrier Access Billing System ("CABS") does not have the capability to bill Intermedia or other interconnected competitive carriers for reciprocal compensation using both a composite rate structure and an elemental rate structure. (Hendrix, Prefiled Direct Testimony, page 6; Scollard, Prefiled Direct Testimony, page 4.)

RESPONSE: BellSouth never intended to bill any single carrier reciprocal compensation for local usage based on more than one rate structure. Therefore, no project was ever initiated to create this capability in CABS. Intermedia is suggesting that elemental rates (one rate for each of the elements being billed) would be used when calls were routed through multiple tandems while composite rates (a single rate representing the sum of all elements) would be applied when calls route through a single tandem.

RESPONSE PROVIDED BY: David Scollard
Manager
600 N 19th Street
Birmingham, AL 35203

REQUEST: Assuming for purposes only of this Interrogatory that the Carrier Access Billing System ("CABS") as presently configured does not have the capability to bill Intermedia or other interconnected competitive carriers for reciprocal compensation using both a composite rate structure and an elemental rate structure (Hendrix, Prefiled Direct Testimony, page 6; Scollard, Prefiled Direct Testimony, page 4), can it be revised to acquire this capability?

- a) If CABS can be so revised, describe the work and approximate the cost that would be necessary to accomplish the revision.
- b) If CABS cannot be so revised, explain why it cannot.

RESPONSE: a) Yes. CABS would have to be revised in a number of ways to allow for the application of two different rate structures to a single customer's local traffic. First, the CABS rating engine (the software used to maintain rates to apply to customer usage) would need to be changed to maintain two different rate structures. Currently, the software allows for only one type of rate to be maintained and applied for each customer. This would also require a reorganization of the data bases underlying the rating software. Second, the CABS processes which apply rates to the usage collected for the CLEC would need to be revised to apply both sets of maintained rates. Lastly, as the CLEC bills were being calculated and formatted each month, the CABS calculation routines would need to be revised to include both sets of rated charges (one set using the composite rate and the other set using the elemental rates). BellSouth has not undergone any detailed analysis of the cost for making the changes described above. However, on a "back of the envelope" basis, these revisions could cost from several hundred thousand dollars upwards to one million dollars to complete.

- b) Not applicable.

RESPONSE PROVIDED BY:

David Scollard
Manager
600 N 19th Street
Birmingham, AL 35203

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REQUEST: Identify as to date, place and the persons involved, and describe as to substance any and all communications of any kind between BellSouth and Intermedia prior to BellSouth's application of the MTA Amendment rates in rendering payment to Intermedia against Intermedia's invoices for reciprocal compensation in Florida.

RESPONSE: No communications other than those described in Items No. 2 and 4 took place between BellSouth and Intermedia prior to BellSouth's application of the June 3, 1998 MTA Amendment rates in rendering payment to Intermedia against Intermedia's invoices for reciprocal compensation in Florida.

RESPONSE PROVIDED BY:

Jerry Hendrix
Senior Director
675 West Peachtree Street
Atlanta, GA 30375

REQUEST: Identify as to date, place, and participants any and all internal BellSouth meetings subsequent to the MTA Amendment convened for any purpose related to the MTA Amendment.

- a) Describe in detail the substance of the discussions in any and all such meetings.

SPECIFIC OBJECTION: Any meetings that were held were subsequent to this complaint being filed and involved counsel and/or the gathering of information for counsel.

Therefore, BellSouth objects to this request on the grounds that this information is protected by attorney/client privilege.

BellSouth Telecommunications, Inc.
FPSC Dkt. No. 991534-TP
Intermedia's 1st Set of Interrogatories
April 17, 2000
Item No. 19
Page 1 of 1

REQUEST: Identify as to date, place, participants, and substance any and all meetings and other communications between BellSouth and Intermedia concerning blockage or congestion of traffic delivered by Intermedia to BellSouth for termination to BellSouth end users in the Jacksonville, Orlando, and Miami service areas. Identify any and all documents relating to such meetings and other communications.

RESPONSE: BellSouth is unaware of any meetings or communications between BellSouth and Intermedia concerning blockage or congestion of traffic.

RESPONSE PROVIDED BY: Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

REQUEST: a) Identify as to date, place, participants, and substance any and all meetings and other communications between BellSouth and Intermedia concerning the manner in which Intermedia's network was to be interconnected with BellSouth's network in the Jacksonville, Orlando, and Miami serving areas for purposes of handling local traffic exchange. Identify any and all documents, including, but not limited to, requests for proposal, proposals, designs and specification, purchase orders, purchase order confirmations, deployment work orders, and deployment confirmations, relating to such meetings and other communications.

RESPONSE: BellSouth does not recall any meetings therefore we cannot identify any such documents.

RESPONSE PROVIDED BY:

Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

REQUEST: b) Identify as to date, place, participants, and substance any and all meetings and other communications between BellSouth and Intermedia concerning changes to the manner in which Intermedia's network was interconnected with BellSouth's network in the Jacksonville, Orlando, and Miami serving areas for purposes of handling local traffic exchange. Identify any and all documents, including, but not limited to, requests for proposal, proposals, designs and specifications, purchase orders, purchase order confirmations, deployment work orders, and deployment confirmations, relating to such meetings and communications.

RESPONSE: Please see response to Item No. 20a.

RESPONSE PROVIDED BY:

Bill Morrison
Account Executive
600 N. 19th Street
Birmingham, AL 35203

Respectfully submitted this 17th day of May, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White

NANCY B. WHITE (24)
MICHAEL P. GOGGIN

c/o Nancy Sims

150 South Monroe Street, #400

Tallahassee, Florida 32301

(305) 347-5555

R. Douglas Lackey

R. DOUGLAS LACKEY (22)
A. LANGLEY KITCHINGS

E. EARL EDENFIELD JR.

675 West Peachtree Street, #4300

Atlanta, Georgia 30375

(404) 335-0747

213083

CERTIFICATE OF SERVICE
Docket No. 991534-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

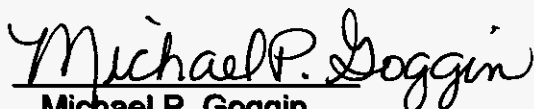
(*) Hand Delivery and U.S. Mail this 17th day of May, 2000 to the following:

C. Lee Fordham
Staff Counsel
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Scott Sapperstein (+)
Senior Policy Counsel
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, FL 33619
Tel. No. (813) 829-0011
Fax. No. (813) 829-4923

Patrick Knight Wiggins (+)
Charles J. Pellegrini (*) (+)
Wiggins & Villacorta, P.A.
2145 Delta Boulevard
Suite 200
Tallahassee, FL 32303
Tel. No. (850) 385-6007
Fax. No. (850) 385-6008

Jonathan E. Canis
Enrico C. Soriano
Kelly Drye & Warren LLP
1200 19th Street, N.W.
Suite 500
Washington, D.C. 20036
Tel. No. (202) 955-9600
Fax. No. (202) 955-9792


Michael P. Goggin
(2+)

(+) Signed Protective Agreement